



# BOARD OF COUNTY COMMISSIONERS REGULAR MEETING AGENDA

May 09, 2023 at 10:00 AM

Commissioners Meeting Room - 401 Main Street, Suite 309, Walsenburg, CO 81089

Office: 719-738-3000 ex 200 | Fax: 719-738-3996

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**9:00 AM - COMMISSIONERS MEETING WITH STAFF**

**10:00 AM - PUBLIC MEETING**

**Join via Zoom:** <https://us02web.zoom.us/j/82550511219> | **Meeting ID:** 825-5051-1219

**1. PLEDGE OF ALLEGIANCE**

**2. AGENDA APPROVAL**

**3. CONSENT AGENDA**

- a.** Celena Valdez New Hire
- b.** Dillon Maddox New Hire
- c.** Jessica Espinoza New Hire
- d.** Thomas Waggner New Hire
- e.** Lester Berry Trial Period Completed
- f.** Marcie Valdez Promotion
- g.** Stuart Pino Promotion
- h.** Morgan Chapman Change to Part Time
- i.** Nell Leis Sick Leave Donation
- j.** Miriam Rodriguez Sick Leave Donation
- k.** Elizabeth Kohler Sick Leave Donation

**4. PUBLIC COMMENT**

**5. APPOINTMENTS**

- a.** Mireya for Peakview Destination Imagination Globals
- b.** 2023 County Commissioner Redistricting Public Hearing and Direction

**6. LAND USE**

**7. ACTION ITEMS**

- [a.](#) AWOS Maintenance Agreement with DBT Transportation
- [b.](#) Purchase of Search and Rescue Trailer
- [c.](#) Saul's Creek Engineering Maintenance Agreement
- [d.](#) Discretionary Aviation Grant Resolution
- [e.](#) Localintel Annual Subscription Renewal
- [f.](#) County Road Use for Human Potential Running June Ultramarathon
- [g.](#) Jail Based Behavioral Health Services Grant Extension Agreement
- [h.](#) CMP Open Container Permit Application AspenLeaf Village HOA
- [i.](#) Back-up Server from 45 Drives
- [j.](#) Copier Lease Renewal - 3rd Floor
- [k.](#) Safe Streets for All Grant Work Order
- [l.](#) Bulk Water Application for Sharon Miranda
- [m.](#) Request for Approval to Apply for Colorado State Forest Service Grant
- [n.](#) Special Events Liquor Permit Sonic Bloom 2023
- [o.](#) Amended Replacement Water Lease Agreement with Huerfano County Water Conservancy District [possible action after Executive Session]
- [p.](#) Replacement Water Lease Agreement with Siete Inc. [possible action after Executive Session]

## 8. STAFF REPORTS

- [a.](#) County Administrator
- [b.](#) County Attorney

## 9. CORRESPONDENCE

- [a.](#) CTSI Use of Volunteers by County
- [b.](#) Bulk Water Usage Report April 2023
- [c.](#) Gardner Water and Sewer Monthly Report
- [d.](#) CAPP Report April 2023
- [e.](#) Treasurer's March 2023 Monthly Reports
- [f.](#) TSC GED Graduation Invitation
- [g.](#) VA Expenditures Report by Colorado County

## 10. EXECUTIVE SESSION

- [a.](#) For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. §24-6-402(4)(e). **Replacement Water Lease Agreements with HCWCD and Siete**

## 11. ADJOURNMENT

## 12. UPCOMING MEETINGS

- [a.](#) 1PM - Thorne Ranch Maintenance and Improvements Workshop
- [b.](#) 2PM - Huerfano County Asset Management Corporation Meeting

HUERFANO COUNTY

<b>GREEN SHEET/STATUS CHANGE</b>	EFFECTIVE DATE
	<b>5/15/2023</b>
NAME: <b>Celena Valdez</b>	PAYROLL : <b>5/26/2023</b>

<b>CHANGE OF ADDRESS/PHONE</b>	STREET
	CITY, STATE, ZIP
	TELEPHONE

CHANGE	FROM (DOES NOT APPLY TO NEW EMPLOYEE)	TO
JOB TITLE		<b>Part Time Recreation Aide</b>
DEPARTMENT		<b>P/R Administration</b>
HOURS		<b>20-30/wk</b>
ANNUAL SALARY		
SEMI-MONTHLY SALARY		
HOURLY SALARY		<b>\$17.00</b>
OTHER SALARY		<b>Non-Exempt</b>

**REASON FOR CHANGE**

<p><b>NEW HIRE</b></p> <p>REHIRED</p> <p>PROMOTION</p> <p>DEMOTION</p> <p>TRANSFER</p>	<p>RESIGNATION</p> <p>RETIREMENT</p> <p>LAYOFF</p> <p>ADMINISTRATIVE LEAVE PAID</p> <p>ADMINISTRATIVE LEAVE UN-PAID</p>	<p>LENGTH OF SERVICE INCREASE</p> <p>REEVALUATION OF CURRENT JOB</p> <p>INTRODUCTORY PERIOD COMPLETED</p> <p>OTHER</p>
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COMMENTS, IF NECESSARY

**Motion to Approve the Hire of Celena Valdez as Part Time Recreation Aide for the Parks & Recreation Department.**

\_\_\_\_\_  
Elected Official / Department Head      Date

Angela Wakeman      5/5/2023  
Human Resources Officer      Date

\_\_\_\_\_  
John Galusha, Chairman      Date

\_\_\_\_\_  
Budget Officer      Date

\_\_\_\_\_  
Date Inputed Into System

HUERFANO COUNTY

<b>GREEN SHEET/STATUS CHANGE</b>		EFFECTIVE DATE
		<b>5/15/2023</b>
NAME: <b>Dillon Maddox</b>	PAYROLL :	<b>5/26/2023</b>

<b>CHANGE OF ADDRESS/PHONE</b>	STREET
	CITY, STATE, ZIP
	TELEPHONE

CHANGE	FROM (DOES NOT APPLY TO NEW EMPLOYEE)	TO
JOB TITLE		<b>Detention Officer</b>
DEPARTMENT		<b>Jail</b>
HOURS		
ANNUAL SALARY		<b>\$33,000.00</b>
SEMI-MONTHLY SALARY		
HOURLY SALARY		
OTHER SALARY		<b>Non-Exempt</b>

**REASON FOR CHANGE**

<b>NEW HIRE</b>	RESIGNATION	LENGTH OF SERVICE INCREASE
REHIRED	RETIREMENT	REEVALUATION OF CURRENT JOB
PROMOTION	LAYOFF	INTRODUCTORY PERIOD COMPLETED
DEMOTION	ADMINISTRATIVE LEAVE PAID	OTHER
TRANSFER	ADMINISTRATIVE LEAVE UN-PAID	

COMMENTS, IF NECESSARY

**Motion to Approve the Hire of Dillon Maddox as Detention Officer in the Jail.**

\_\_\_\_\_  
Elected Official / Department Head      Date

Angela Wakeman      5/5/2023  
Human Resources Officer      Date

\_\_\_\_\_  
John Galusha, Chairman      Date

\_\_\_\_\_  
Budget Officer      Date

\_\_\_\_\_  
Date Inputed Into System

HUERFANO COUNTY

<b>GREEN SHEET/STATUS CHANGE</b>	EFFECTIVE DATE
	<b>5/15/2023</b>
NAME: <b>Jessica Espinoza</b>	PAYROLL : <b>5/26/2023</b>

<b>CHANGE OF ADDRESS/PHONE</b>	STREET
	CITY, STATE, ZIP
	TELEPHONE

CHANGE	FROM (DOES NOT APPLY TO NEW EMPLOYEE)	TO
JOB TITLE		<b>Detention Officer</b>
DEPARTMENT		<b>Jail</b>
HOURS		
ANNUAL SALARY		<b>\$33,000.00</b>
SEMI-MONTHLY SALARY		
HOURLY SALARY		
OTHER SALARY		<b>Non-Exempt</b>

**REASON FOR CHANGE**

<p><b>NEW HIRE</b></p> <p>REHIRED</p> <p>PROMOTION</p> <p>DEMOTION</p> <p>TRANSFER</p>	<p>RESIGNATION</p> <p>RETIREMENT</p> <p>LAYOFF</p> <p>ADMINISTRATIVE LEAVE PAID</p> <p>ADMINISTRATIVE LEAVE UN-PAID</p>	<p>LENGTH OF SERVICE INCREASE</p> <p>REEVALUATION OF CURRENT JOB</p> <p>INTRODUCTORY PERIOD COMPLETED</p> <p>OTHER</p>
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COMMENTS, IF NECESSARY

**Motion to Approve the Hire of Jessica Espinoza as Detention Officer in the Jail.**

\_\_\_\_\_  
Elected Official / Department Head      Date

Angela Wakeman      5/5/2023  
Human Resources Officer      Date

\_\_\_\_\_  
John Galusha, Chairman      Date

\_\_\_\_\_  
Budget Officer      Date

\_\_\_\_\_  
Date Inputed Into System

HUERFANO COUNTY

<b>GREEN SHEET/STATUS CHANGE</b>	EFFECTIVE DATE
	<b>5/15/2023</b>
NAME: <b>Thomas Waggnner</b>	PAYROLL : <b>5/26/2023</b>

<b>CHANGE OF ADDRESS/PHONE</b>	STREET
	CITY, STATE, ZIP
	TELEPHONE

CHANGE	FROM (DOES NOT APPLY TO NEW EMPLOYEE)	TO
JOB TITLE		<b>Detention Officer</b>
DEPARTMENT		<b>Jail</b>
HOURS		
ANNUAL SALARY		<b>\$33,000.00</b>
SEMI-MONTHLY SALARY		
HOURLY SALARY		
OTHER SALARY		<b>Non-Exempt</b>

**REASON FOR CHANGE**

**NEW HIRE**

REHIRED

PROMOTION

DEMOTION

TRANSFER

RESIGNATION

RETIREMENT

LAYOFF

ADMINISTRATIVE LEAVE PAID

ADMINISTRATIVE LEAVE UN-PAID

LENGTH OF SERVICE INCREASE

REEVALUATION OF CURRENT JOB

INTRODUCTORY PERIOD COMPLETED

OTHER

COMMENTS, IF NECESSARY

**Motion to Approve the Hire of Thomas Waggnner as Detention Officer in the Jail.**

\_\_\_\_\_  
Elected Official / Department Head      Date

*Angela Wakeman*      5/5/2023  
\_\_\_\_\_  
Human Resources Officer      Date

\_\_\_\_\_  
John Galusha, Chairman      Date

\_\_\_\_\_  
Budget Officer      Date

\_\_\_\_\_  
Date Inputed Into System

HUERFANO COUNTY

<b>GREEN SHEET/STATUS CHANGE</b>	EFFECTIVE DATE
	<b>4/30/2023</b>
NAME: <b>Lester Berry</b>	PAYROLL : <b>5/12/2023</b>

<b>CHANGE OF ADDRESS/PHONE</b>	STREET
	CITY, STATE, ZIP
	TELEPHONE

CHANGE	FROM (DOES NOT APPLY TO NEW EMPLOYEE)	TO
JOB TITLE	<b>Director of Parks and Recreation</b>	<b>Director of Parks and Recreation</b>
DEPARTMENT	<b>P/R Administration</b>	<b>P/R Administration</b>
HOURS		
ANNUAL SALARY	<b>\$56,500.00</b>	<b>\$61,500.00</b>
SEMI-MONTHLY SALARY		
HOURLY SALARY		
OTHER SALARY	<b>Exempt</b>	<b>Exempt</b>

REASON FOR CHANGE		
NEW HIRE REHIRED PROMOTION DEMOTION TRANSFER	RESIGNATION RETIREMENT LAYOFF ADMINISTRATIVE LEAVE PAID ADMINISTRATIVE LEAVE UN-PAID	LENGTH OF SERVICE INCREASE REEVALUATION OF CURRENT JOB INTRODUCTORY PERIOD COMPLETED OTHER <div style="background-color: #90EE90; text-align: center; padding: 2px;">Seasonal</div>
COMMENTS, IF NECESSARY  <div style="background-color: #90EE90; text-align: center; padding: 10px;"> <b>Motion to Approve a Raise for Lester Berry for Finishing the Trial Period as Director of Parks and Recreation.</b> </div>		

\_\_\_\_\_  
Elected Official / Department Head      Date

Angela Wakeman      5/5/2023  
Human Resources Officer      Date

\_\_\_\_\_  
John Galusha, Chairman      Date

\_\_\_\_\_  
Budget Officer      Date

\_\_\_\_\_  
Date Inputed Into System

HUERFANO COUNTY

<b>GREEN SHEET/STATUS CHANGE</b>		EFFECTIVE DATE
		<b>5/1/2023</b>
NAME: <b>Marcie Valdez</b>	PAYROLL :	<b>5/12/2023</b>

<b>CHANGE OF ADDRESS/PHONE</b>	STREET
	CITY, STATE, ZIP
	TELEPHONE

CHANGE	FROM (DOES NOT APPLY TO NEW EMPLOYEE)	TO
JOB TITLE	<b>Case Manager I</b>	<b>Case Manager II</b>
DEPARTMENT		<b>Dept of Human Services</b>
HOURS		
ANNUAL SALARY		<b>\$42,000.00</b>
SEMI-MONTHLY SALARY		
HOURLY SALARY		
OTHER SALARY		

**REASON FOR CHANGE**

- |           |                              |                               |
|-----------|------------------------------|-------------------------------|
| NEWHIRE   | RESIGNATION                  | LENGTH OF SERVICE INCREASE    |
| REHIRED   | RETIREMENT                   | REEVALUATION OF CURRENT JOB   |
| PROMOTION | LAYOFF                       | INTRODUCTORY PERIOD COMPLETED |
| DEMOTION  | ADMINISTRATIVE LEAVE PAID    | OTHER                         |
| TRANSFER  | ADMINISTRATIVE LEAVE UN-PAID |                               |

COMMENTS, IF NECESSARY

**Motion to promote Marcie to a Case Manager II at a salary of \$42,000 yearly**

I, Sheila Hudson-Macchietto, Director certify that the above presented information has been requested by the Department Head and or Elected Official directly responsible for the employee named within. I certify that I have received all proper documentaion and that I have entered the information on the Green Sheet to reflect the change as requested.

\_\_\_\_\_  
Sheila Hudson-Macchietto    5/1/2023

\_\_\_\_\_  
John Galusha-Board Chairman

\_\_\_\_\_  
Arica Andreatta, Vice Chairman

\_\_\_\_\_  
Karl Sporleder, Commissioner

\_\_\_\_\_  
Date

Date to Finance Office:



HUERFANO COUNTY

<b>GREEN SHEET/STATUS CHANGE</b>		EFFECTIVE DATE
		<b>5/5/2023</b>
NAME: <b>Stuart Pino</b>	PAYROLL :	<b>5/12/2023</b>

<b>CHANGE OF ADDRESS/PHONE</b>	STREET
	CITY, STATE, ZIP
	TELEPHONE

CHANGE	FROM (DOES NOT APPLY TO NEW EMPLOYEE)	TO
JOB TITLE	<b>Detention Officer</b>	<b>Lieutenant</b>
DEPARTMENT	<b>Jail</b>	<b>Jail</b>
HOURS		
ANNUAL SALARY	<b>\$34,500.00</b>	<b>\$37,500.00</b>
SEMI-MONTHLY SALARY		
HOURLY SALARY		
OTHER SALARY	<b>Non-Exempt</b>	<b>Non-Exempt</b>

**REASON FOR CHANGE**

NEW HIRE

REHIRED

**PROMOTION**

DEMOTION

TRANSFER

RESIGNATION

RETIREMENT

LAYOFF

ADMINISTRATIVE LEAVE PAID

ADMINISTRATIVE LEAVE UN-PAID

LENGTH OF SERVICE INCREASE

REEVALUATION OF CURRENT JOB

INTRODUCTORY PERIOD COMPLETED

OTHER

COMMENTS, IF NECESSARY

**Motion to Approve the Promotion of Stuart Pino from Detention Officer to Lieutenant for the Jail with a Wage Increase**

\_\_\_\_\_  
Elected Official / Department Head      Date

*Angela Wakeman*      5/5/2023  
\_\_\_\_\_  
Human Resources Officer      Date

\_\_\_\_\_  
John Galusha, Chairman      Date

\_\_\_\_\_  
Budget Officer      Date

\_\_\_\_\_  
Date Inputed Into System

HUERFANO COUNTY

<b>GREEN SHEET/STATUS CHANGE</b>		<b>EFFECTIVE DATE</b>
		<b>5/7/2023</b>
<b>NAME:</b> <b>Morgan Chapman</b>	<b>PAYROLL:</b>	<b>5/12/2023</b>

<b>CHANGE OF ADDRESS/PHONE</b>	STREET
	CITY, STATE, ZIP
	TELEPHONE

<b>CHANGE</b>	<b>FROM</b> (DOES NOT APPLY TO NEW EMPLOYEE)	<b>TO</b>
JOB TITLE	<b>Deputy Officer</b>	<b>Deputy Officer</b>
DEPARTMENT	<b>Sheriff</b>	<b>Sheriff</b>
HOURS		
ANNUAL SALARY	<b>\$44,658.18</b>	
SEMI-MONTHLY SALARY		
HOURLY SALARY		<b>\$20.75</b>
OTHER SALARY	<b>Non-Exempt</b>	<b>Non-Exempt</b>

**REASON FOR CHANGE**

- |           |                              |                               |
|-----------|------------------------------|-------------------------------|
| NEW HIRE  | RESIGNATION                  | LENGTH OF SERVICE INCREASE    |
| REHIRED   | RETIREMENT                   | REEVALUATION OF CURRENT JOB   |
| PROMOTION | LAYOFF                       | INTRODUCTORY PERIOD COMPLETED |
| DEMOTION  | ADMINISTRATIVE LEAVE PAID    | <b>OTHER</b>                  |
| TRANSFER  | ADMINISTRATIVE LEAVE UN-PAID |                               |

COMMENTS, IF NECESSARY

**Motion to Approve Morgan Chapman to go from Full Time to Part Time Effective May 7, 2023 at the Same Hourly Rate of \$20.75 Per Hour.**

\_\_\_\_\_  
Elected Official / Department Head      Date  
  
Angela Wakeman      2/8/2023  
\_\_\_\_\_  
Human Resources Officer      Date

\_\_\_\_\_  
John Galusha, Chairman      Date  
  
\_\_\_\_\_  
Budget Officer      Date

\_\_\_\_\_  
Date Inputed Into System

### SICK LEAVE DONATION AND AUTHORIZATION REQUEST FORM

At times, an employee may require extended leave due to his or her own personal needs or to care for a family member. When an employee is on FMLA, they must use their "Sick Leave" to cover any employment days missed.

Accrued and earned Sick Leave may be "donated" from one employee to another in certain circumstances when the Board of County Commissioners has approved the "transfer". If approved, the donation of sick leave will reduce the donating employee's sick leave hours and increase the sick leave balance of the recipient employee. Once the "donation" has been approved and processed the transaction, will be final and cannot be changed regardless of whether the time was utilized by the receiving employee. The maximum numbers of days an employee is able to donate is 30 days or (240 hours max).

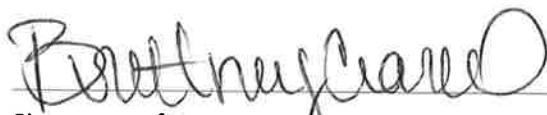
<b>Name of employee to receive Sick Leave hours:</b>	<b>Department:</b>
<u>Nell Leis</u>	<u>Dispatch</u>
(Print Name)	

<b>Name of Employee donating Sick Leave hours:</b>	<b>Department:</b>
<u>Roy Walsch</u>	<u>Dispatch</u>
(Print Name)	

I hereby request 72 hours of accrued and earned sick leave be deducted from my accrued balance and transferred to the employee listed above. I understand that once this transfer has been processed that I cannot revoke or change this request.

Signatures:

  
 Donating Employee Signature: \_\_\_\_\_ Date Signed: 5/5/23

  
 Signature of Supervisor: \_\_\_\_\_ Date Signed: 5/5/23

\_\_\_\_\_  
 Signature of BOCC Chairman: \_\_\_\_\_ Date Signed: \_\_\_\_\_

### SICK LEAVE DONATION AND AUTHORIZATION REQUEST FORM

At times, an employee may require extended leave due to his or her own personal needs or to care for a family member. When an employee is on FMLA, they must use their "Sick Leave" to cover any employment days missed.

Accrued and earned Sick Leave may be "donated" from one employee to another in certain circumstances when the Board of County Commissioners has approved the "transfer". If approved, the donation of sick leave will reduce the donating employee's sick leave hours and increase the sick leave balance of the recipient employee. Once the "donation" has been approved and processed the transaction, will be final and cannot be changed regardless of whether the time was utilized by the receiving employee. The maximum numbers of days an employee is able to donate is 30 days or (240 hours max).

<b>Name of employee to receive Sick Leave hours:</b>	<b>Department:</b>
<u>Miriam Rodriguez</u>	<u>Dispatcher</u>
(Print Name)	

<b>Name of Employee donating Sick Leave hours:</b>	<b>Department:</b>
<u>Ray Watson</u>	<u>Dispatcher</u>
(Print Name)	

I hereby request 61 hours of accrued and earned sick leave be deducted from my accrued balance and transferred to the employee listed above. I understand that once this transfer has been processed that I cannot revoke or change this request.

Signatures:

<u></u>	<u>5/5/23</u>
Donating Employee Signature:	Date Signed

<u></u>	<u>5/5/23</u>
Signature of Supervisor:	Date Signed

_____ Signature of BOCC Chairman:	_____ Date Signed
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### SICK LEAVE DONATION AND AUTHORIZATION REQUEST FORM

At times, an employee may require extended leave due to his or her own personal needs or to care for a family member. When an employee is on FMLA, they must use their "Sick Leave" to cover any employment days missed.

Accrued and earned Sick Leave may be "donated" from one employee to another in certain circumstances when the Board of County Commissioners has approved the "transfer". If approved, the donation of sick leave will reduce the donating employee's sick leave hours and increase the sick leave balance of the recipient employee. Once the "donation" has been approved and processed the transaction, will be final and cannot be changed regardless of whether the time was utilized by the receiving employee. The maximum numbers of days an employee is able to donate is 30 days or (240 hours max).

<b>Name of employee to receive Sick Leave hours:</b>	<b>Department:</b>
<u>Elizabeth Kollar</u>	<u>Dispatcher</u>
(Print Name)	

<b>Name of Employee donating Sick Leave hours:</b>	<b>Department:</b>
<u>Ray Valsit</u>	<u>Dispatcher</u>
(Print Name)	

I hereby request 72 hours of accrued and earned sick leave be deducted from my accrued balance and transferred to the employee listed above. I understand that once this transfer has been processed that I cannot revoke or change this request.

Signatures:

 5/5/23  
 Donating Employee Signature: Date Signed

 5/5/23  
 Signature of Supervisor: Date Signed

\_\_\_\_\_  
 Signature of BOCC Chairman: Date Signed

John Galusha, Chairman  
Arica Andreatta, Commissioner  
Karl Sporleder, Commissioner



Item 5b.

## HUERFANO COUNTY GOVERNMENT BRIEFING MEMORANDUM

**Date:** May 9, 2023  
**To:** Board of County Commissioners  
**From:** Carl Young, County Administrator  
**Re:** Redistricting Public Hearing – Hearing Officers Opening Statement  
**Attachments:** (1) Public Hearing Format; (2) Proof of Notice Publication; (3) Map of Current Commissioner Districts; (4) Proposed Maps A through D

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The purpose of this hearing is to receive public input regarding the statutorily required redistricting of the Huerfano County Commissioners Districts under the process set forth in C.R.S. § 30-10-306 subsections (4), and (5).

In order for this hearing to be conducted in an orderly fashion, I request that anyone wishing to speak on this matter to sign up to speak. Those on Zoom are requested to put their name in the chat and those who are in-person to sign the list at the podium if they have not done so already.

Before you today are four staff prepared proposed redistricting maps. These maps take into account population balance and legal description and are an attempt to generate illustrative options. You are not limited to choosing one of these maps.

Under State law, all counties must review their commissioner district boundaries after each federal census to ensure the districts are as equal in population as possible. Specifically, there should be no more than a 5% difference between the most populous and the least populous district in each county, at the time such district boundaries are adopted. County Staff have reviewed our Commissioner Districts and determined that redistricting is required. Currently, District 2 is the largest district with 2175 people and District 3 is the smallest with 1685. A deviation of approximately 25%.

Counties are required to use population data prepared by staff of the Legislative Council and Office of Legislative Legal Services. This is the same data used for Congressional and State Legislative Redistricting and the numbers are not the same as the general population count. More information on that requirement can be found in C.R.S. § 2-2-901 and C.R.S. § 2-2-902

Traditionally, this review occurred in the year following the federal census. However, significant delays in availability of population data from the 2020 Census due to the COVID-19 pandemic led the State Legislature to pass HB21-1047, which extended the statutory deadline for counties to complete Commissioner redistricting until September 30, 2023.

Article 5, Sections 46-48.3 of the Constitution of the State of Colorado, establishes several criteria for the state to use in congressional and legislative redistricting. While these are not entirely imposed on Huerfano County in this process, we recommend that you consider the following factors in giving direction today.

1. A good-faith effort is made to achieve mathematical population equality between districts
2. As much as reasonably possible, preserve whole communities of interest and whole political subdivisions
3. Districts must be as reasonably compact as possible
4. No map should be adopted that if it has been drawn for the purpose of protecting incumbents, declared candidates, or any political party.
5. No map should be adopted if it results in the denial or abridgement of the right of any citizen to vote on account of that person's race or membership in a language minority group, including diluting the impact of that racial or language minority group's electoral influence.

One criteria I want to discuss in more depth, in case it is unfamiliar, is the preservation of communities of interest. Community of interest is defined in the State Constitution, Article V, Section 46(3)(b), which says, in part, that the term means any group in Colorado that shares one or more substantial interests that may be the subject of state legislative action, is composed of a reasonably proximate population, and thus should be considered for inclusion within a single district for purposes of ensuring its fair and effective representation. Such interests include but are not limited to matters reflecting: Shared public policy concerns of urban, rural, agricultural, industrial, or trade areas; and Shared public policy concerns such as education, employment, environment, public health, transportation, water needs and supplies, and issues of demonstrable regional significance. If you take this into account in this process, you might consider if an area has more ties and commonalities to areas within one district or another.

After the conduct of this public hearing staff will require direction, in the form of a motion, to prepare a final map for adoption. As mentioned before, you are not limited to the proposed maps presented to you today. Once you give us that direction we will confirm that the math on the population side is under the 5% threshold, prepare the legal descriptions, and ultimately draft a resolution for your approval. Should we encounter an issue that requires clarification of direction, such as an issue with the math, we will bring the issue and ideals for revisions back to the Board. The soonest you could adopt a final map is 30 days after this hearing. The next meeting date after that window is June 13<sup>th</sup>.

# PUBLIC HEARING FORMAT

## Board of County Commissioners 2023 County Commissioner Redistricting

10:00 A.M. – May 9, 2023

1. BOCC Calls the Public Hearing to Order and Appoints Hearing Officer.
  - a. County Administrator to serve as hearing officer.
2. Hearing Officer Opening Statement
  - a. Purpose of this Hearing
  - b. Request that anyone in the Room or on Zoom Sign-Up to Speak
  - c. Background
  - d. Process Next Steps
3. Presentation of Information for the Record
  - a. Proof of Notice Publication
  - b. Current County Commissioners Districts
  - c. Proposed Maps, Exhibits A through D
  - d. Written Comments Received
4. Invitation for the Public to Comment
  - a. Public Comment is welcome from Huerfano County Residents and other interested parties.
  - b. All comments should be directed to the Chair or the Board, and not to Staff or other members of the public.
  - a. Three (3) minutes per speaker, at the Chair's discretion
    - i. prior to starting their presentation, speakers who have prepared presentations that include detailed handouts, PowerPoint presentations, or similar items, and speakers who represent an organized group, may request that the Chair, in their sole discretion, approve additional time.
    - ii. The hearing officer will recognize those that have signed up to speak, either in person or online.
    - iii. All comments made in person must be made by speaking into the microphone at the podium.
    - iv. All speakers are requested to identify themselves before speaking
  - b. Speakers are encouraged to state their agreement with the testimony of a previous speaker rather than providing repetitive and redundant testimony.
  - c. No speaker may yield part or all of his/her time to another speaker.
  - d. If a speaker is reading from prepared notes and runs out of time before reading all their notes, the speaker can leave the printed notes with the Commissioners. Speakers may not extend their time by having someone else finish reading their comments.
  - e. Commissioners may ask questions of speakers or staff at any point during the hearing.
  - f. The public will not be allowed to speak again after the conclusion of the public comment portion of the hearing.
5. Hearing Officer Closing Statement – Repeat Process Next Steps
6. Close Public Hearing
7. Board Discussion and Direction



# World Journal

HUERFANO LAS ANIMAS • COLFAX  
Established 1884

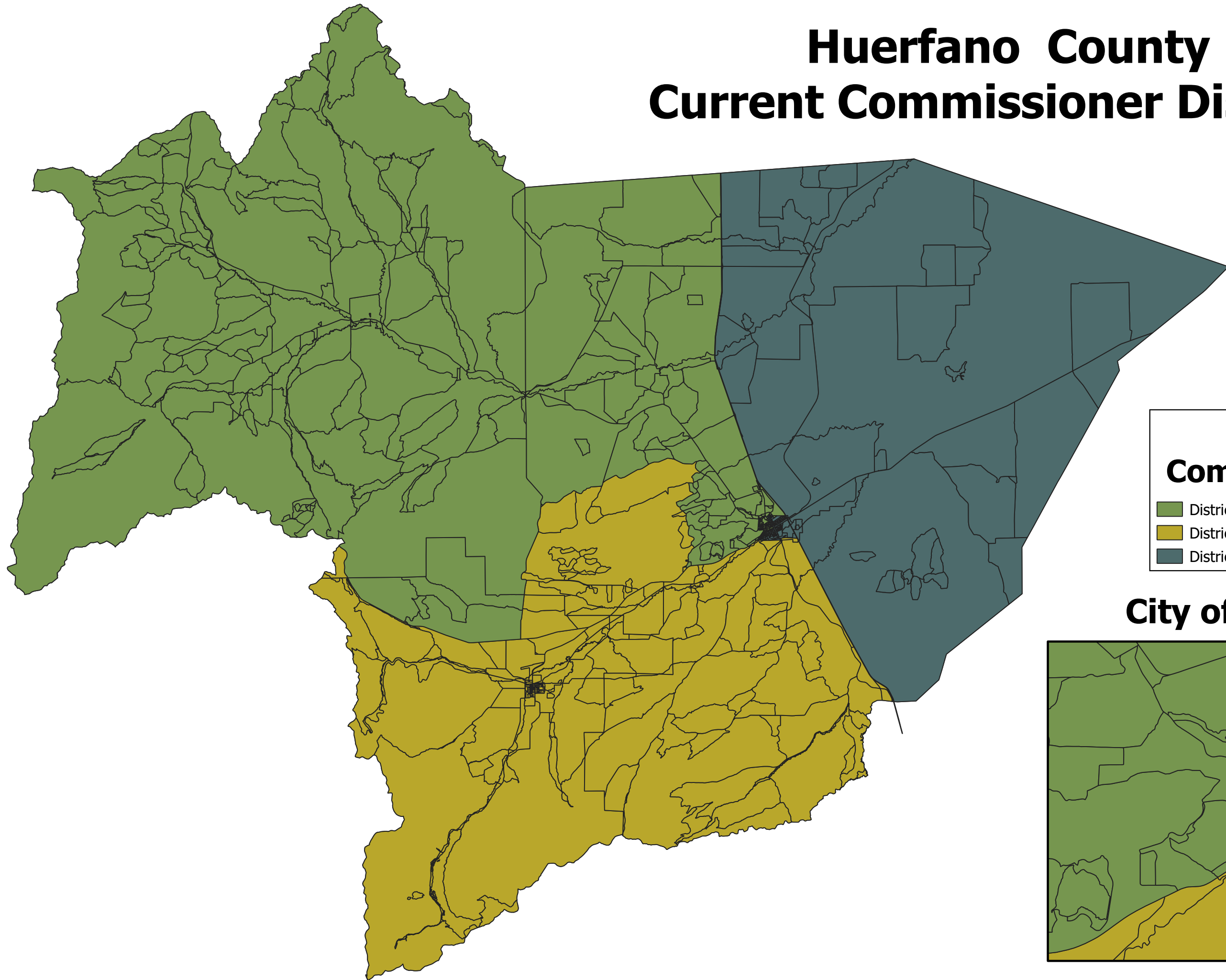
## Legal Notice

Name/Organization: Huerfano County administration-&-finance  
Address: 401 Main St., Ste: 309 Walsenburg, Co 81089  
Legal document name: Public Hearing Notice: 2023 County Commissioner Redistricting  
Dates to run: April 13, 20, 27, 2023 (three consecutive weeks)  
Rate for 72 lines at 32¢ per line = \$ 23.04 (X3=\$69.12) TOTAL \$69.12  
(cost determined by number of columns times number of lines times number of insertions)

1 column 2 columns 3 columns

01 **Public Hearing Notice: 2023 County Commissioner Redistricting**  
02  
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06 Notice is hereby given for a Public Hearing before the Huerfano County Board of County Commissioners to receive public input regarding re-  
07 districting of the Huerfano County Commissioners Districts under C.R.S. 30-10-306. The public hearing will be held during a regular meeting  
08 of the Huerfano County Board of County Commissioners on May 9, 2023 at 10AM in the Commissioners Meeting Room, Huerfano County Court-  
09 house, 401 Main Street, Suite 309, Walsenburg, Colorado. Interested parties may also join via Zoom using the following information:  
10 **https://us02web.zoom.us/j/82550511219**  
11 **Meeting ID: 825 5051 1219**  
12 Under State law, all counties must review their commissioner district boundaries after each federal census to ensure the districts are as equal  
13 in population as possible. Specifically, there should be no more than a 5% difference between the most populous and the least populous dis-  
14 trict in each county, at the time such district boundaries are adopted. Counties are required to use population data prepared by staff of the Leg-  
15 islative Council and Office of Legislative Legal Services. The Board of County Commissioners will consider four (4) options prepared by County  
16 Staff to show possible configurations of districts. These maps can be viewed in the Office of the Board of County Commissioners, 401 Main  
17 Street, Suite 201, Walsenburg, Colorado and on the County website at **https://huerfano.us/redistricting2023/**  
18 Comments may be given in person at the public hearing, mailed or delivered to the Office of the Board of County Commissioners at the ad-  
19 dress listed above, or submitted electronically using the form below. In order to guarantee inclusion in the public hearing, we request all writ-  
20 ten comments be submitted by close of business **(4PM) on Friday May 5, 2023.**  
21 **Electronic Public Comment Form: https://wkf.ms/40H8FKW**  
22 After the conduct of the public hearing the Board of County Commissioners will give direction to County Staff on the composition of the final  
23 map. The final map will be adopted by resolution of the Board of County Commissioners, thirty (30) days after the hearing. Final adoption is  
24 tentatively scheduled for **June 13, 2023.**  
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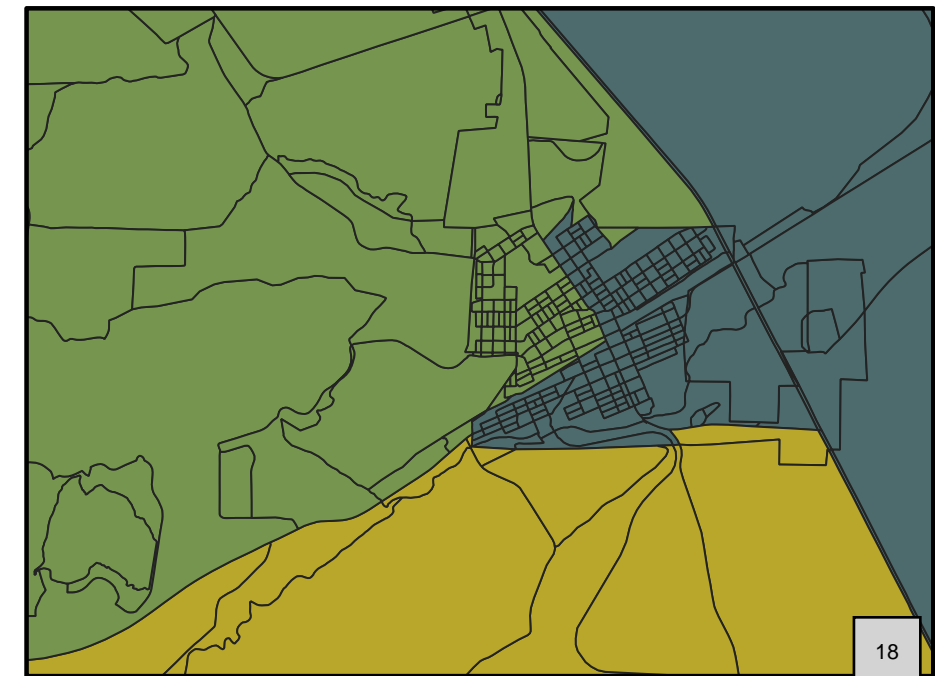
# Huerfano County Current Commissioner Districts



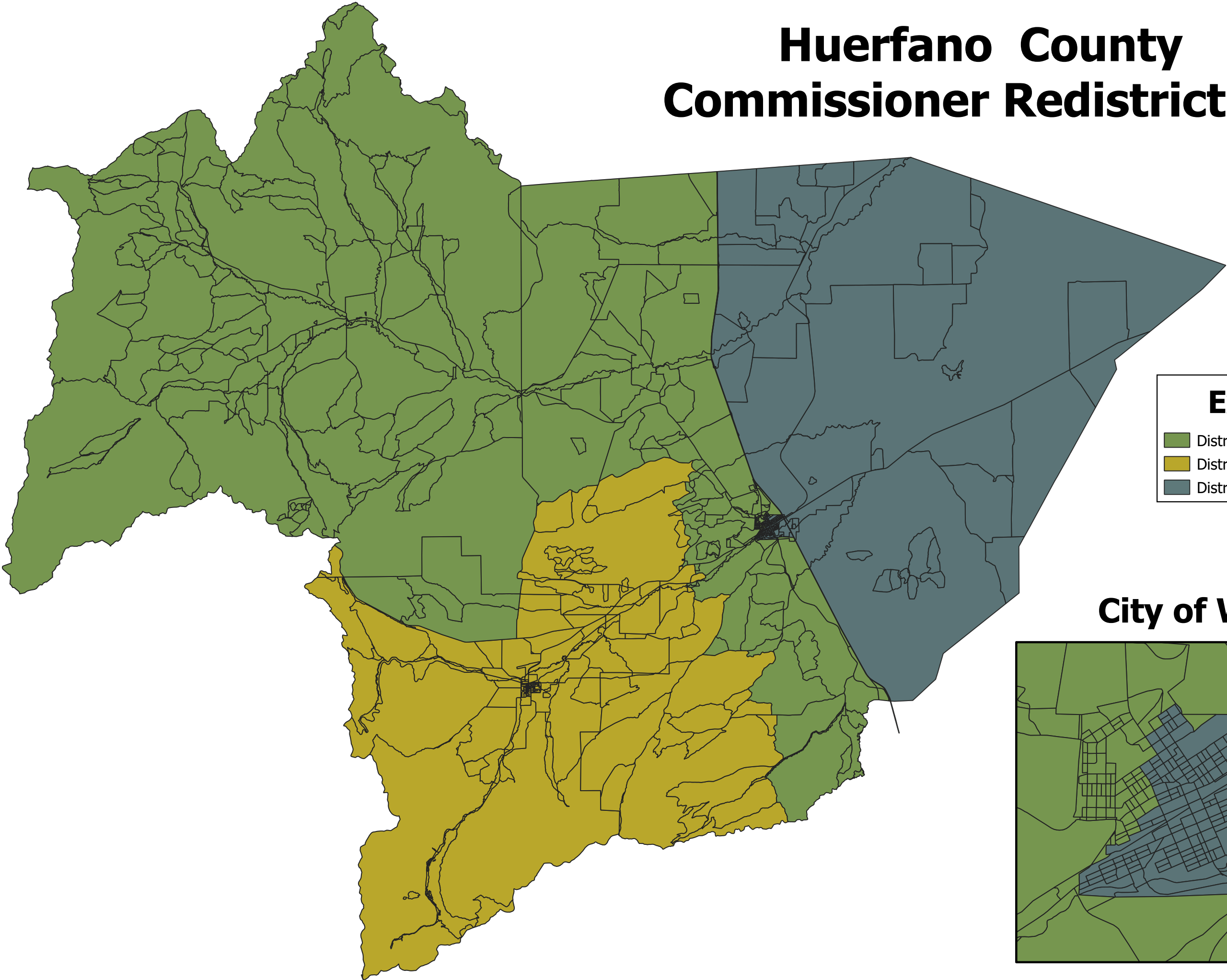
**Current  
Commission District**

- District 1 - Population 1863
- District 2 - Population 2174
- District 3 - Population 1685

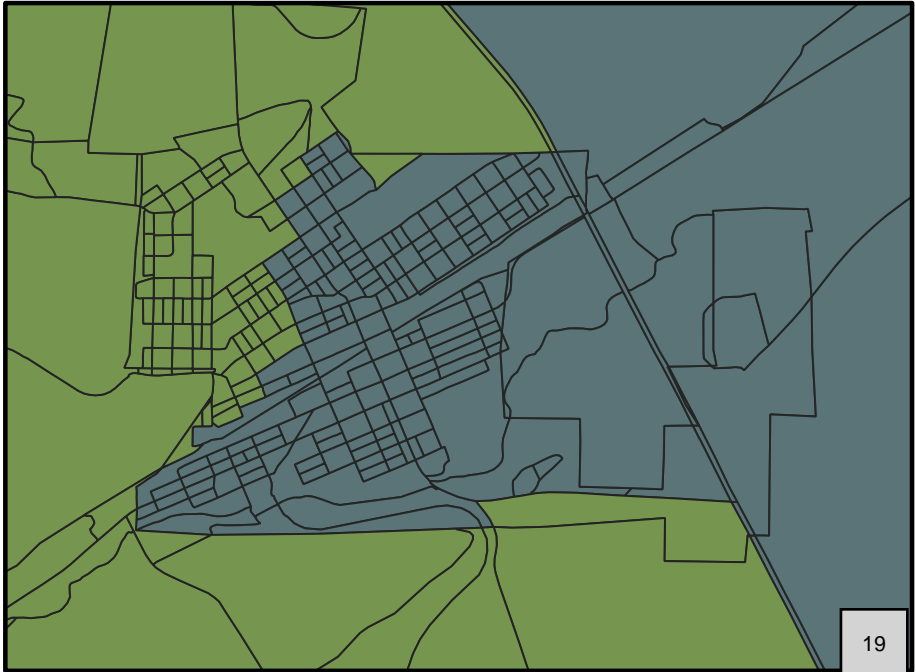
## City of Walsenburg



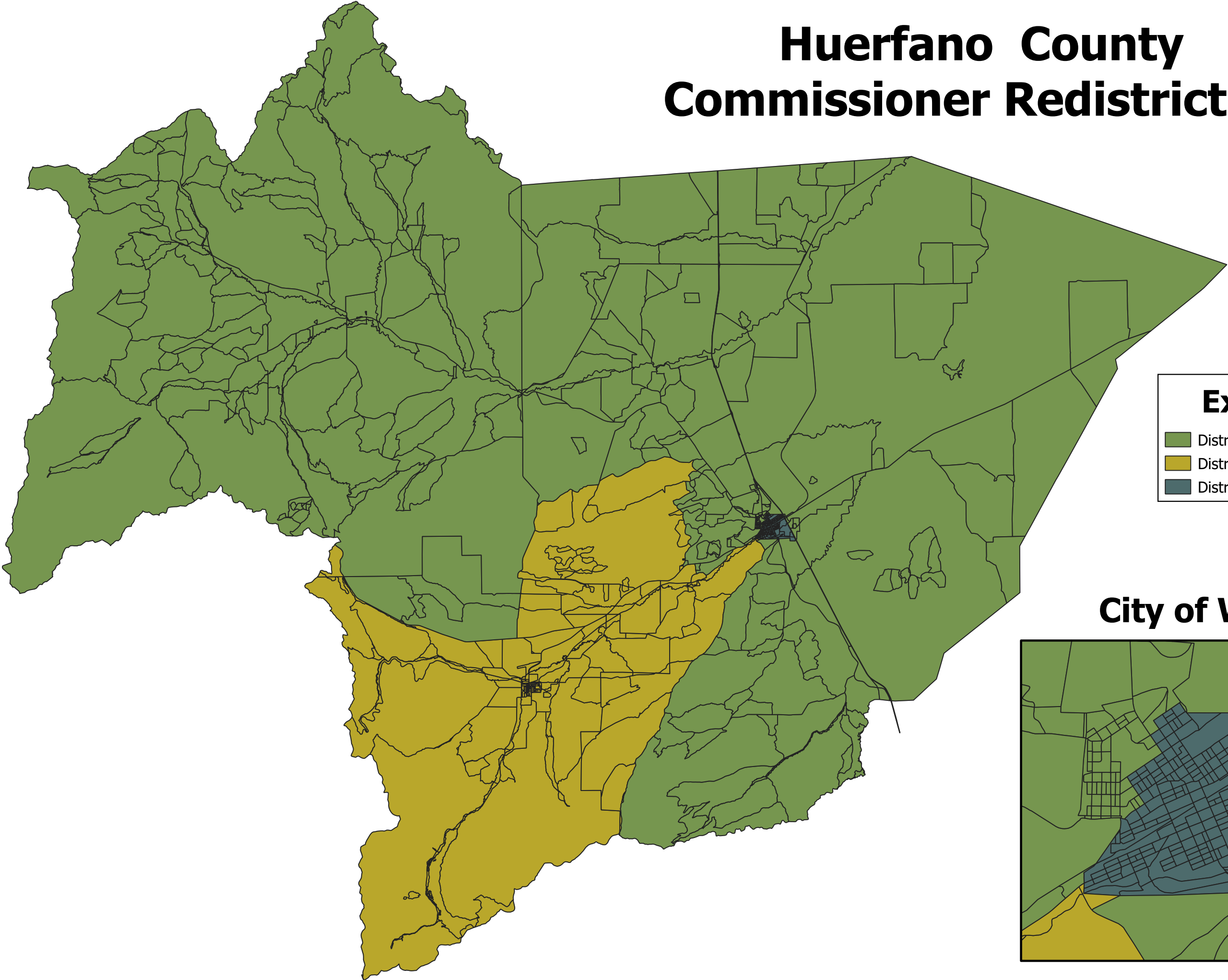
# Huerfano County Commissioner Redistricting



## City of Walsenburg



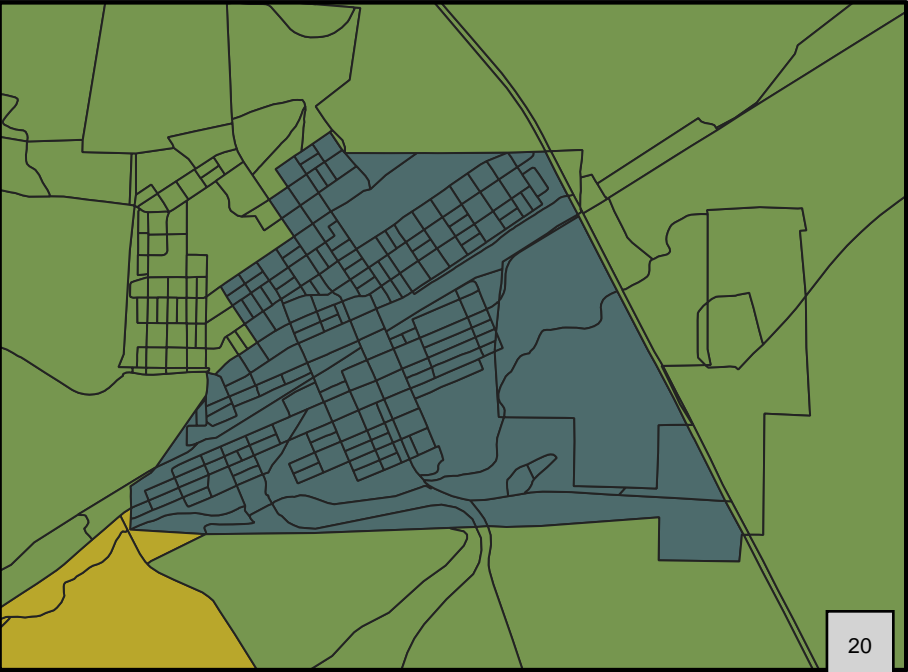
# Huerfano County Commissioner Redistricting



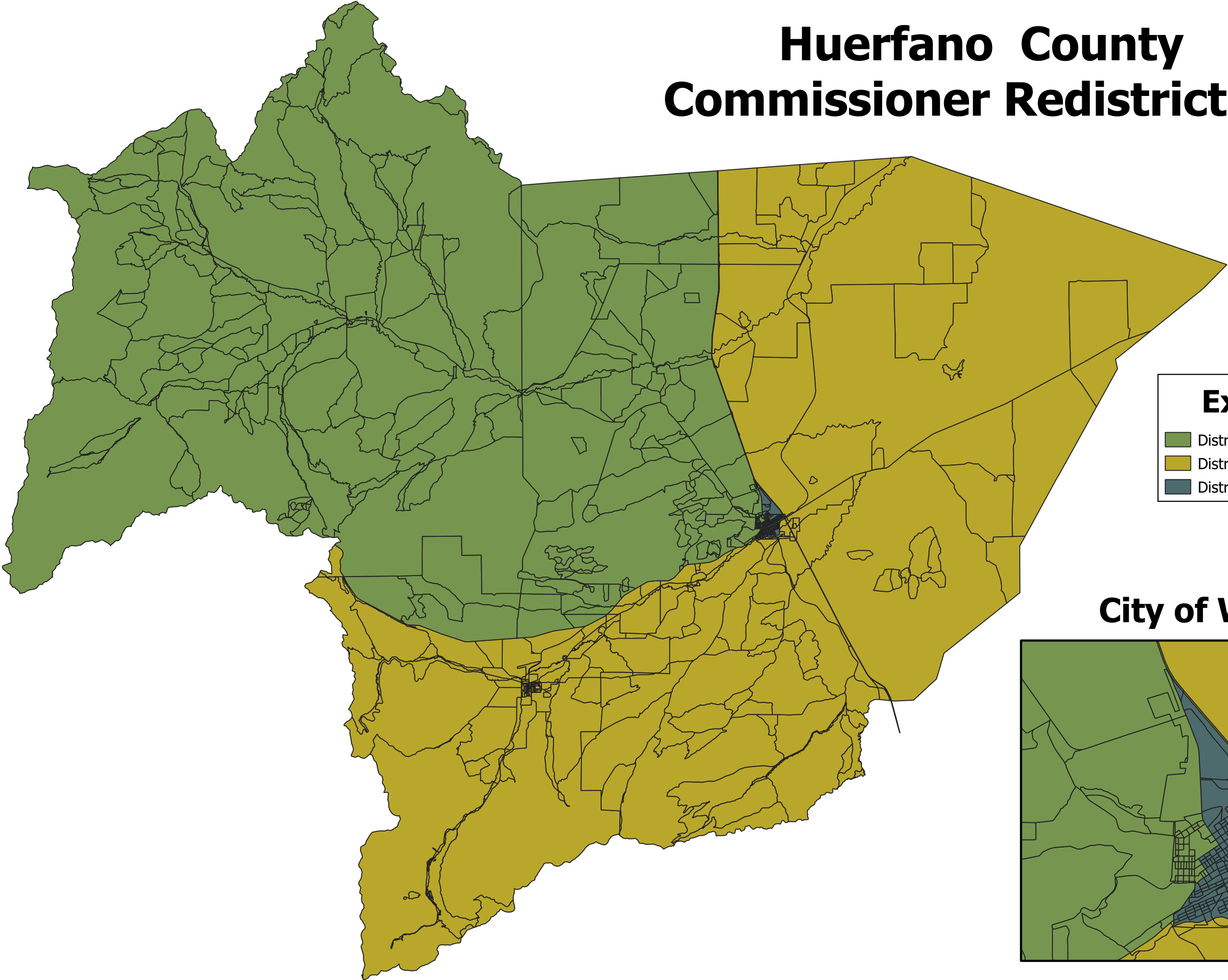
**Exhibit B**

- District 1 - Population 1915
- District 2 - Population 1901
- District 3 - Population 1906

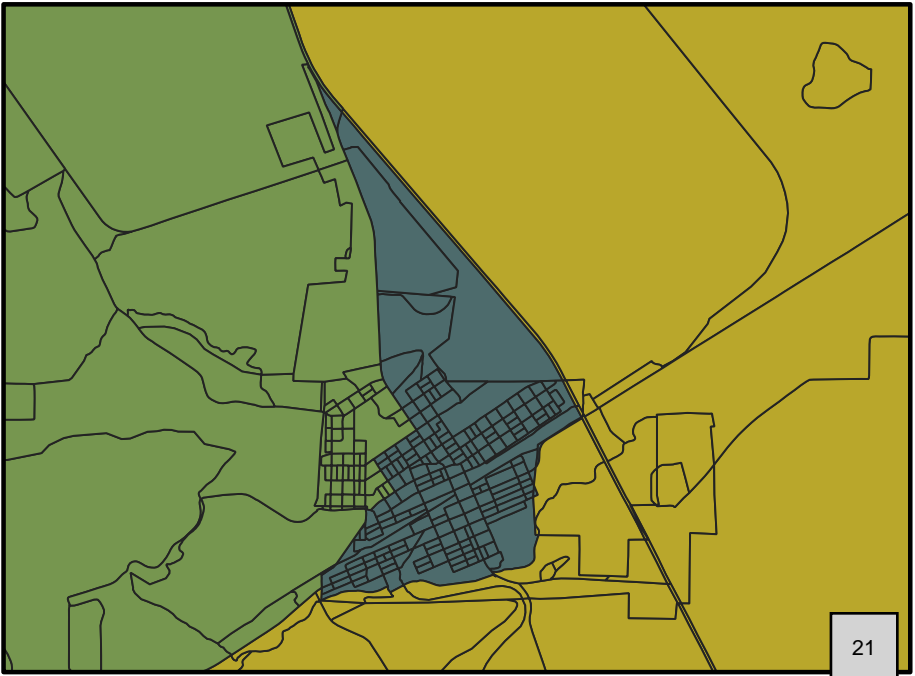
## City of Walsenburg



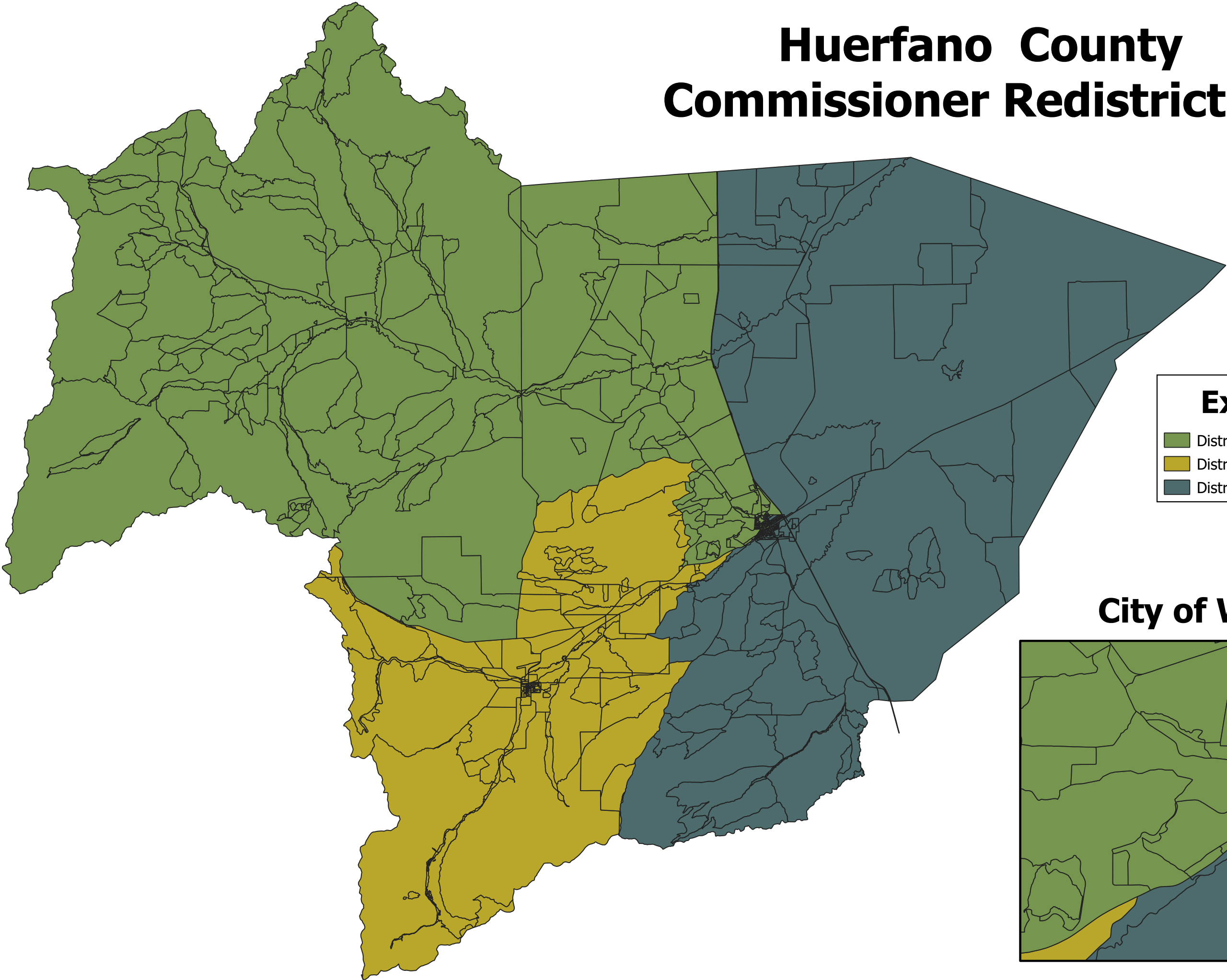
# Huerfano County Commissioner Redistricting



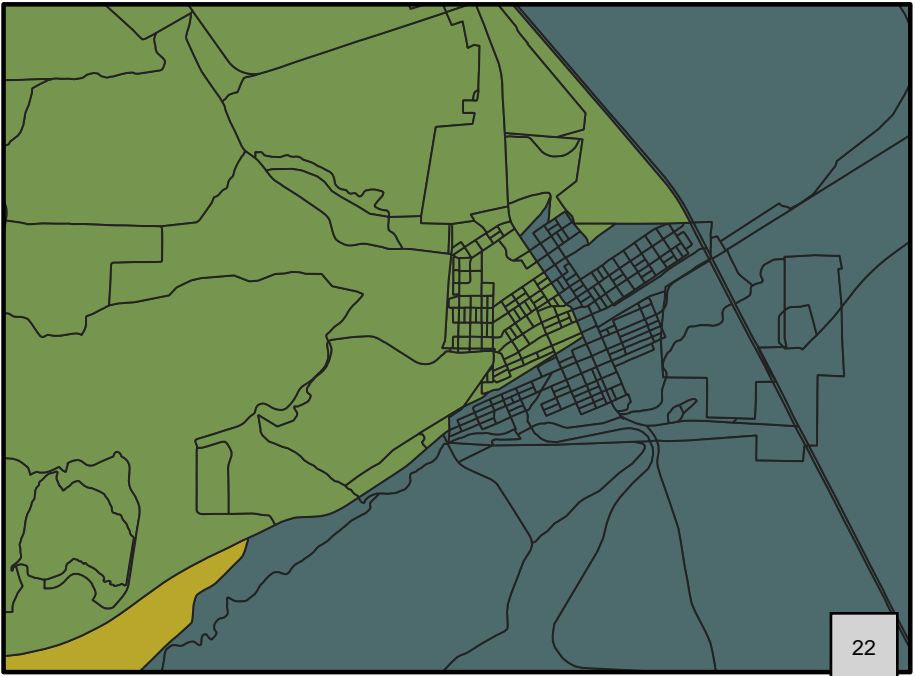
## City of Walsenburg



# Huerfano County Commissioner Redistricting



## City of Walsenburg





**DBT TRANSPORTATION AVIATION SUPPORT AND MAINTENANCE SERVICES ORDER SUMMARY**

<p><b>Contracted Party:</b></p> <p>Name: Huerfano County                  Street: 401 Main St, Ste 306                  City: Walsenburg                  State: CO                  Zip: 81089                  Contact Name:                  Contact Email:                  Contact Phone:                  Invoice Email: publicworks@huerfano.us</p>	<p><b>Serviced Customer Location:</b></p> <p>Name: Spanish Peak Airfield - 4V1                  Street: 401 Main Street                  City: Walsenburg                  State: CO                  Zip: 81089                  Contact Name: Anthony Luginbill                  Contact Email: aluginbill@huerfano.us                  Contact Phone: 719-406-0219</p>
--	---

The Effective Date of this Agreement starts on 4/1/23.

The Term of this Agreement shall be for a period of 2 year(s) from Effective Date.

<b>SERVICES</b>	
<input checked="" type="checkbox"/> Periodic/ Pre-Season Maintenance	
<input checked="" type="checkbox"/> Equipment Restoration	Unlimited
<input checked="" type="checkbox"/> Data Services – NADIN	Modem
<input type="checkbox"/> Data Services - ALIS	
<input type="checkbox"/> Data Services - RCR	
<input type="checkbox"/> Other Data Services	

AIRPORT WEATHER EQUIPMENT	MANUFACTURER	MODEL	INSPECTION FREQUENCY	ANNUAL DATE
AWOS ▪	DBT VC/VD	III	Tri Annual	6/1
DME	Select		Select	
GS	Select		Select	
LOC	Select		Select	
VOR	Select		Select	



WEATHER/NAVAID EQUIPMENT	MANUFACTURER	MODEL	FREQUENCY	ANNUAL DATE
Markers	Select	Select	Select	
NDB	Select		Select	
RVR	Select		Select	
RWIS Runway/Road	Select	Select	Select	

AIRFIELD EQUIPMENT	FREQUENCY	NOTES
Approach Lighting		
Bolt Torquing		
CCR PMA		
Control Tower		
Moventor Skiddometer		
PAPI/VASI		

PRICING		BILLED
Annual Fee	See below	Annually
Pricing Year One	\$ 5,693.00	
Pricing Year Two	\$ 5,791.00	
Pricing Year Three	\$	
Pricing Year Four	\$	
Pricing Year Five	\$	
Contract Total	\$ 11,484.00	

FEE SCHEDULE	
Unplanned Outage Fee	\$ 1780 per day (lightning strike, bird strike)
Facility Visit Fee	\$ 1780 per day
Holiday Visit Fee	\$ 700 additional per day
Cancellation/Delay Fee	\$ 700 per day





**STATEMENT OF WORK, ADDITIONAL TERMS & ATTACHMENTS**

- AWOS & Navaid Statement of Work  
RWIS Maintenance Statement of Work
- Data Services Statement of Work  
Airfield Lighting Statement of Work
- DBT Terms and Conditions
- Additional Notes & Attachments

2023-2024:  
Maintenance Contract Price: \$4,893.00 a year with unlimited restoration Nadin Service: \$800.00: \$5,693.00  
2024-2025:  
Maintenance Contract Price: \$4,991.00 a year with unlimited restoration Nadin Service: \$800.00: \$5,791.00

This Order Summary is part of the DBT Support and Maintenance Services Agreement (“Service Agreement”) between DBT and Customer. The Service Agreement consists of this Summary and each listed attachment. By signing this Order Summary, the parties signify that they have read, understand, and agree to be bound by all the terms and conditions of the Service Agreement.

DBT Transportation Services

Contracted Party

By: *Daniel A. Thomassen*

By:

Title: Chief Operating Officer

Title:

Date: March 14, 2023

Date:

# PURCHASE ORDER

## Huerfano County

Purchase Order#: 85

Purchase OrderDate: 4/27/2023

Vendor: **Colorado Trailers Inc. / 8320**  
**1070 Brookside Circle**  
**Castlerock, CO 80104**

Ship To: **401 Main Street -**  
**Walsenburg CO, 81089**

### Order Description:

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST	LEDGER
Search and Rescue Trailer	1	\$7,353.77	\$7,353.77	004-45100-51914
Search and Rescue Trailer	1	\$18,023.23	\$18,023.23	062-48200-51498
TOTAL:			\$25,377.00	

### NOTES:

[Empty box for notes]

### APPROVALS:

Approving Authority:

Budget Officer:



1070 Brookside Circle  
 Castle Rock CO 80104  
 303-688-8485  
[www.ColoradoTrailersInc.com](http://www.ColoradoTrailersInc.com)

Customer		Craig Lessar
Phone		719-251-7343 - text only
Email		<a href="mailto:clessar@huerfano.us">clessar@huerfano.us</a>
Size		7x20
Model		off road
Extended Hitch		yes
16" OC	Ceiling	yes
	Floor	yes
	Walls	yes
Triple Tube Tongue		yes
Beaver Tail		
Axles		2-5200lb
Brakes		yes
Axle Type		torsion
Flat or V		flat
Tires and Wheels		off road
Coupler		removable
Stabilizer Jacks		yes
Ceiling Height		7
Flooring	Painted	
	Rubber Coin	
	Nudo	yes
Steps	Step at Side Door	yes
	RV Step	
Color		bronze
Blackout Package		yes
Rear Door	Single	
	Double	
	Ramp	yes

Side Door		yes
RV Latch on Side door		yes
Cam Bar on Side door		yes
Doors	Concession	
	Escape Door	
	Awining Door	yes
	RV Door	
Tie Downs	D-Rings	6
	E-Track	
Insulation	Floor	
	Walls	yes
	Ceiling	yes
Wall/Ceiling Liner	3/8" Plywood	
	Aluminum	white
	Vinyl	
Roof Vents	Non Power	1
	Maxx Air	1
	12v	
	110v	
	A/C Brace	
Windows	15X24	
	18x44	2
12v Puck Lights		6
110v 4 foot Lights		2
Exterior Triple Strip		
Exterior Spot Lights		2
Party lights		2
Wall Switches		yes
Stoneguard	16"	
	24"	yes
	V Nose Guard	
Power Package	30 amp	yes twist
	50 amp	
Outlets	Interior	4
	Exterior	1
Hidden Conduit		yes

A/C		yes
12V Battery		yes
Genuis Battery Charger		yes
Cabinets	Upper	
	Lower	
Roof Rack/Ladder		yes move ladder to drivers side
Rear Deck Option		yes
Generator Platform		yes
Generator Box		yes
Spare Tire		
Extras		electric jack
Total Price On Trailer	\$	26,377.00
discount - govt	\$	1,000.00
total due on trailer	\$	25,377.00

Price valid until July 1, 2023



Kim Trujillo <ktrujillo@huerfano.us>

# Purchas of SAR trailer

1 message

**Craig Lessar** <clessar@huerfano.us>  
To: Kim Trujillo <ktrujillo@huerfano.us>

Thu, Apr 27, 2023 at 2:10 PM

Kim,

Good afternoon, I have spoken to Carl about purchasing a Search and Rescue trailer as we have grant funds we have used to buy items to equip a new trailer. Carl agreed we had the funds to make this purchase, he didn't say from what budget line item. Attached is a "Purchase Order" for the trailer Carl and I spoke about. The final cost of the trailer is \$25,377 , that's with a \$1000 Gov rebate. We have \$7,353.77 remaining in a grant, the remaining grant info is attached. This grant money MUST be spent by June or we lose it.

Cost-----	\$25,377	
	<del>344.00</del>	
Grant-----	\$ 7,353.77	
Remaining Total	<del>\$17,990.23</del>	18,023.23

Thank You!

Call me if you have any questions (719-251-7343)

Captain Craig Lessar  
Huerfano County Sheriff's Office  
500 South Albert St.  
Walsenburg CO. 81089  
Office: 719-738-1044  
email: [clessar@huerfano.us](mailto:clessar@huerfano.us)

## 2 attachments

20230427111019.pdf  
97K

craig lessar - huerfano co.pdf  
193K

# COMPUTERIZED SYSTEM MAINTENANCE AGREEMENT

This Computerized System Maintenance Agreement (the "Agreement") is entered into as of January 29, 2023, between Saul’s Creek Engineering, Inc., of PO Box 63090, Colorado Springs CO 80962-3090 ("Saul’s Creek Engineering"), and Huerfano County, Colorado, of 401 Main, Walsenburg, CO 81089 (“County”).

WHEREAS, Saul’s Creek Engineering has developed a certain proprietary software and computer hardware system known as **theCountyRecorder™** (the “System”); and

WHEREAS, County has purchased the System from Saul’s Creek Engineering; and

WHEREAS, County desires maintenance, support and services of the System.

NOW, THEREFORE, the undersigned, by execution of this Agreement do hereby agree as follows:

**1. SERVICE ITEMIZATION.** Maintenance, support and services will be provided to the County for a period of three years beginning on July 1, 2023. A summary of services provided under this agreement are shown in the following table:

<b>Maintenance Cost - Monthly</b>				
Qty	Description	Reference	Unit Price	Total
1	Support & Maintenance	Para. 3	\$770.00	\$770.00
1	Internet Services	Para. 4	\$230.00	\$230.00
<b>Total Monthly Recurring Costs</b>				<b>\$1,000.00</b>

**2. SOFTWARE LICENSE.** The County is granted a nonexclusive, non-transferable, limited license to install and use the System software on any computer located on the County LAN (local area network) or WAN (wide area network). This license is limited to sites and computers owned by the County. This license does not allow or provide for use of the System outside the County.

This software license is limited by the number of documents recorded per year. The County is allowed to record a maximum of 6,000 documents per year with this license.

This software license was granted in a Purchase Agreement dated May 9, 2007.

In the event the County’s annual recorded document volume exceeds this maximum for two consecutive years the County is required to upgrade their license to an appropriate sized license at an additional cost to the County.

**3. SUPPORT AND MAINTAINANCE.** This Agreement includes a 3 year System Maintenance, Support and Upgrade Warranty (“Maintenance”) commencing on the date specified in the “Service Itemization” section.

The maintenance contract will be automatically renewed annually unless written notice is received 30 days prior to the expiration of each term. Maintenance pricing may be renegotiated annually; any cost increase for years 2-3 shall not exceed the Consumer Price Index established at the time of renewal.

The remote access support service will trouble shoot operator problems, correct database errors, should they occur, and keep the System operational and efficient. Any proven defects or problems with the System will be remedied by Saul’s Creek Engineering free of charge to County.

The cost of the Maintenance is \$770.00 per month. Saul’s Creek Engineering will bill the County in advance once every 6 months in the amount of \$4,620.00.

The warranty does not include hardware repair or onsite maintenance. These items will be supported on an “as needed” basis at an additional cost to the County.

The Maintenance specifically does not cover legislative mandated changes.

Cost of programming changes beyond initial System installation and upgrades will be done at the County’s expense on a time and materials basis to be negotiated at the time of service.

**INTERNET SERVICES.** This Agreement provides Internet Services (“Internet Services”) for a 3 year period commencing on the date specified in the “Service Itemization” section.

Saul’s Creek Engineering will provide internet services consisting of electronic recording, a hosted public search web site and off-site data backup.

The Hosted Website will allow public access to search both index and image data. Data from the Recorder’s Server will be replicated via the internet to the Hosted Website. The Hosted Website is owned by Saul’s Creek Engineering, the data is owned by the County. Saul’s Creek Engineering will be responsible for development, installation and maintenance of the Hosted Website.

Electronic document recording services will be provided, these services will deliver electronic documents from submitters to the County for recording.

Remote backup of the County’s image and index data will be provided by Saul’s Creek Engineering.

The cost of the Internet Services is \$230.00 per month commencing on the date specified in the “Service Itemization” section. Saul’s Creek Engineering will bill the County in advance once every 6 months in the amount of \$1,380.00.

The Internet Services will be automatically renewed semi-annually (6 months) unless written notice is received 30 days prior to the expiration of each term.



- 4. FUTURE SYSTEM UPDATES.** Future updates to the System may require software and/or hardware upgrades to the County's existing equipment at the County's expense. Future updates that include extended functionality to the System may also require payment of an upgrade fee to Saul's Creek Engineering. The amount of any upgrade fees will be negotiated at the time of upgrade.
- 5. SYSTEM REQUIREMENTS.** Computer requirements for the Recorder's Server and Workstations are specified in System Requirements ("Attachment A"). It is the County's responsibility to insure all existing computers used with the System meet these requirements. Any computers that do not meet these requirements must be upgraded to meet the minimum requirements at the County's expense.
- 6. HARDWARE MAINTENANCE.** It is the County's responsibility to maintain all hardware delivered as part of the System. Saul's Creek Engineering will provide guidance to assist the maintenance of this equipment. Changes made to the Recorder's Server, hardware and software must be coordinated with Saul's Creek Engineering prior to implementation to insure compatibility with the System.
- 7. DATA BACKUP.** It is the County's responsibility to perform data backup of the System database and image store. The System will include software to aid County in performing this task. Saul's Creek Engineering will support the County in their data backup effort but will not be held responsible for ongoing data scheduling and backup of the database and image store.
- 8. REMOTE ACCESS.** The County will be responsible for providing remote access capability to the Recorder's Server. Remote access to the Recorder's Server is required by Saul's Creek Engineering in order to provide support and maintenance of the System.
- 9. PAYMENT.** The County will be invoiced for all payments due under this contract. Saul's Creek Engineering will allow a 30-day payment period, within which the County must remit payment in full and in advance, payable by check to Saul's Creek Engineering, Inc., PO Box 63090, Colorado Springs CO 80962-3090.
- 10. LATE PAYMENT OF MAINTENANCE FEE / INTERNET SERVICES.** Saul's Creek Engineering may terminate this contract if payments are past due. Written notice will be given to the County by Saul's Creek Engineering for intent to terminate this contract for late payment. If payment is not received by Saul's Creek Engineering after 30 days of the written notice this contract will be terminated.
- 11. FUTURE FUNDING.** This Agreement is not intended to be, nor shall it constitute, a multiple-fiscal year financial obligation of County. While County hereby affirms its present intention to appropriate funds sufficient to pay all amounts specified herein in subsequent years, it shall be under no obligation to do so. County's funding obligation with regard to the Maintenance and/or Internet Services beyond the initial year of this agreement is expressly subject to the County Board appropriating sufficient funds for this specific contractual obligation through the County's annual budget appropriation process.

Should the County Board fail or refuse to budget and appropriate funding for this contractual obligation for any subsequent fiscal year the contractual obligation shall terminate on last day of the fiscal year preceding the year for which funding of the contractual obligation has not been budgeted and appropriated.

The County may cancel the Maintenance and/or Internet Services at any time by providing Saul's Creek Engineering 30 day written notice. However, in no event shall the County's total financial obligation to Saul's Creek Engineering for these services exceed the funding lawfully budgeted and appropriated for the current fiscal year contractual obligation.

**12. MEDIATION.** If a dispute relating to this contract is not resolved, the parties shall first proceed in good faith to submit the matter to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediation cannot impose binding decisions. The parties to the dispute must agree before and settlement is binding. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed, shall terminate in the event the entire dispute is not resolved 30 calendar days from the date written notice is requesting mediation is sent by one part the other. This Section shall not alter any date in this contract, unless otherwise agreed. Mediation will be located in Pueblo County, Colorado and will be managed by a Colorado mediator.

If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof which cannot be resolved by mediation, any suit or proceeding at law or in equity shall be brought in the Colorado District Court in Pueblo County of the State of Colorado. The parties hereby waive any objection to a suit or proceeding brought in the foregoing forum on the grounds that the suit or proceeding is brought in an improper or inconvenient forum or otherwise should be heard in any other forum for any reason.

**13. LIMITATIONS OF LIABILITY.** Saul's Creek Engineering shall not be liable to County for indirect, special, incidental, exemplary, or consequential damages (including, without limitation, lost profits) related to this Agreement or resulting from County's use or inability to use the System, arising from any cause of action whatsoever, including contract, warranty, or strict liability, even if Saul's Creek Engineering has been notified of the possibility of such damages.

**14. CONFIDENTIALITY.** Both parties acknowledge that during the course of this Agreement, each may obtain confidential information regarding the other party's business. Both parties agree to treat all such information and the terms of this Agreement as confidential and to take all reasonable precautions against disclosure of such information to unauthorized third parties during and after the term of this Agreement, to the extent permitted by Colorado law.

**15. NOTICES.** All notices required or permitted hereunder or under any related agreement or instrument will be deemed delivered when delivered personally in writing

or mailed, by certified mail, return receipt requested, or registered mail, to the parties at the following addresses or to such addresses as the respective parties may in writing hereafter direct:

Saul's Creek Engineering, Inc.  
PO Box 63090  
Colorado Springs CO 80962-3090  
ATTN: Bruce Ellsworth

Huerfano County Recorder's Office  
401 Main  
Suite 204  
Walsenburg CO 81089  
ATTN: Erica Vigil

## **16. GENERAL PROVISIONS.**

This Agreement represents the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral. The terms of Attachment A are incorporated into the contract.

Neither this Agreement, nor any rights or obligations hereunder shall be assigned by a party without the prior written consent of the other party.

This Agreement shall be modified only by a written agreement duly executed by all parties hereto.

The parties mutually understand and agree that this Agreement shall be governed by and interpreted pursuant to the laws of the State of Colorado. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if County is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any provision hereof. It is the express intent of the parties that the provisions of this Agreement are fully severable.

County does not waive any governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.

All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such party's address as listed herein, or personally to such other party. A party may change its address for notice hereunder by giving written notice to the other party of the new address.

The parties have executed this Agreement the day and year above written.

Huerfano County Recorder's Office, Colorado

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chair, Huerfano County Board of Commissioners

\_\_\_\_\_  
Erica Vigil  
County Recorder

Saul's Creek Engineering, Inc.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Bruce Ellsworth  
President

# ATTACHMENT A

## SYSTEM REQUIREMENTS

### Disclaimer

The requirements specified here are subject to change and should be used as a guideline for initial system installation. As **theCountyRecorder™**, operating systems, and other components evolve, system requirements will change to maintain compatibility with these improvements.

### Recorder’s Server

The server must meet all hardware and software requirements imposed by .Net Framework 4.7.2.

The Recorder’s Server requires network connections to all users of **theCountyRecorder™**.

An Internet connection by the Recorder’s Server is required. No bandwidth requirements are imposed.

Access to the server with remote access software from Saul’s Creek Engineering’s offices is required. Also desired is the ability to remotely connect to Recorder’s Workstation for training and support purposes.

Operating System	Windows 2016 x64 Windows 2019 Windows 2022
Hardware Requirements - Minimum	1G Hz processor 8G byte memory
Software Requirements	.Net Framework 4.7.2 Microsoft SQL Server – see notes below
Hard Disk	100G byte OS partition 900G byte Data partition

### Recording Workstations

The Recorder software runs on workstations located in the Recorder’s office. The software requires these workstations have a minimal hardware and software level of compatibility.

The workstations must meet all hardware and software requirements imposed by the .Net Framework 4.7.2.

Operating System	Windows 7 Windows 8 Windows 8.1 Windows 10 Windows 11
Hardware Requirements - Minimum	1G Hz processor 4G byte memory
Software Requirements	.Net Framework 4.7.2
Hard Disk	500G byte
Video	A screen resolution of 1280 x 1024 or greater is required. We recommend a monitor screen size of 20 inches or larger.
Network Connection	A 1000M bit/sec network connection or greater is recommended.

## Public Search Workstations

Public Search workstations have the same requirements as Recorder's workstations.

## Database

**theCountyRecorder™** requires Microsoft's SQL Server 2016 or greater for its database.

## Scanners

Scanners used with **theCountyRecorder™** must be 32 bit TWAIN compatible.

## Labeling Devices

Support for label printers will be added on an as-needed basis. Printers that have not been qualified for use with **theCountyRecorder™** may need to be sent to Saul's Creek Engineering for integration.

The Dymo LabelWriter series is supported including the 400, 450 and 550 series printers. Both Dymo drivers are support; Dymo Connect for Desktop (DCD) and Dymo Label Software (DLS v8).

Zebra G-series printers are supported; the GK420 is currently qualified. Other models may need to be tested in our office to insure compatibility with our recording system.



# Colorado Division of Aeronautics Discretionary Aviation Grant Resolution

## RESOLUTION

### WHEREAS:

The General Assembly of the State of Colorado declared in Title 43 of the Colorado Revised Statutes, Article 10, 1991 in CRS §43-10-101 (the Act) "... that there exists a need to promote the safe operations and accessibility of general aviation in this state; that improvements to general aviation transportation facilities will promote diversified economic development across the state; and that accessibility to airport facilities for residents of this state is crucial in the event of a medical or other type of emergency..."

The Act created the Colorado Aeronautical Board ("the Board") to establish policy and procedures for distribution of monies in the Aviation Fund and created the Division of Aeronautics ("the Division") to carry out the directives of the Board, including technical and planning assistance to airports and the administration of the state aviation system grant program. SEE CRS §43-10-103 and C.R.S. §43-10-105 and CRS §43-10-108.5 of the Act.

Any eligible entity operating an FAA-designated public-use airport in the state may file an application for and be recipient of a grant to be used solely for aviation purposes. The Division is authorized to assist such airports and request assistance by means of a Resolution passed by the applicant's duly-authorized governing body, which understands that all funds shall be used exclusively for aviation purposes and that it will comply with all grant procedures, grant assurances and requirements as defined in the Division's Programs and Procedures Manual, ("the Manual") and the Airport Sponsor Assurances for Colorado Discretionary Aviation Grant Funding ("Grant Assurances") attached hereto as **Exhibit B** for the project detailed in the Discretionary Aviation Grant Application ("Application") attached hereto as **Exhibit A** and in conjunction with CDOT's Small Dollar Grant Award Terms and Conditions attached hereto as **Exhibit C**.

### NOW, THEREFORE, BE IT RESOLVED THAT:

**Huerfano County**, as a duly authorized governing body of the grant applicant, hereby formally requests assistance from the Colorado Aeronautical Board and the Division of Aeronautics in the form of a state aviation system grant. **Huerfano County** states that such grant shall be used solely for aviation purposes, as determined by the State, and as generally described in the Application.

By signing this Grant Resolution, the applicant commits to keep open and accessible for public use all grant funded facilities, improvements and services for their useful life, as determined by the Division and stated in the Grant Assurances.

### FURTHER BE IT RESOLVED:

That **Huerfano County** hereby designates **Carl Young** as the Project Director, as described in the Manual and authorizes the Project Director to act in all matters relating to the work project proposed in the Application, including execution of any amendments.

### FURTHER:

**Huerfano County** has appropriated or will otherwise make available in a timely manner all funds, if any, that are required to be provided by the applicant as shown on the Application.

### FINALLY:

**Huerfano County** hereby accepts all guidelines, procedures, standards, and requirements described in the Manual as applicable to the performance of the grant work and hereby approves this Grant Resolution, including all terms and conditions contained therein.

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

### ATTEST (if needed)

By: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

## EXHIBIT A



# Colorado Division of Aeronautics Discretionary Aviation Grant Application

### APPLICANT INFORMATION

<b>APPLICANT SPONSOR:</b> Huerfano County	<b>AIRPORT:</b> Spanish Peaks Airfield	<b>IDENTIFIER:</b> 4V1
<b>PROJECT DIRECTOR:</b> Carl Young		
<b>MAILING ADDRESS:</b> 401 Main Street, Suite 201, Walsenburg, CO 81089	<b>EMAIL ADDRESS:</b>	cyoung@huerfano.us
	<b>PHONE NUMBER:</b>	(719) 738-3000 x110

### GRANT NAME AND TERMS

<b>23-4V1-01</b>	<b>TERMS</b>	
	Execution Date:	Expiration Date: June 30, 2026

### FUNDING SUMMARY

Funding Source	Funding Amount
State Aviation Grant:	\$16,888.00
Local Cash:	\$16,890.00
Local In-Kind:	\$0.00
Federal Aviation Grant:	\$304,000.00
<b>Total Project Funding:</b>	<b>\$337,778.00</b>

### PROJECT SCHEDULE & BUDGET

ELEMENT DESCRIPTION	STATE FUNDING		LOCAL FUNDING		FEDERAL FUNDING		TOTAL
A. BIL - Participate in Federally Funded Airfield Electrical Rehabilitation	\$16,888.00	Up to 5.00%	\$16,890.00	5.00%	\$304,000.00	90.00%	\$337,778.00
TOTALS	\$16,888.00		\$16,890.00		\$304,000.00		\$337,778.00



## EXHIBIT B, GRANT ASSURANCES

### Airport Sponsor Assurances for Colorado Discretionary Aviation Grant Funding

Approved by CAB January 22, 2018

#### I. APPLICABILITY

- a. These assurances shall be complied with by Airport Sponsors in the performance of all projects at airports that receive Colorado Department of Transportation – Division of Aeronautics (Division) Colorado Discretionary Aviation Grant (CDAG) funding for projects including but not limited to: master planning, land acquisition, equipment acquisition or capital improvement projects (Project). It is not the intent of these Assurances to expand existing Federal Aviation Administration (FAA) Grant Assurances for airports included in the National Plan of Integrated Airport Systems (NPIAS); as similar assurances already exist for acceptance of FAA funding.
- b. Upon acceptance of this grant agreement these assurances are incorporated in and become a part thereof.

#### II. DURATION

- a. The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the Project as defined in Table 1 (Useful Life), or if the airport for which the Project is funded ceases to function as a public airport, for twenty (20) years from the date of Project completion, whichever period is greater. However, there shall be no limit on the duration of the assurances with respect to real property acquired with CDAG Project funds.

#### III. COMPLIANCE

- a. Should an Airport Sponsor be notified to be in non-compliance with any terms of this agreement, they may become ineligible for future Division funding until such non-compliance is cured.
- b. If any Project is not used for aviation purposes during its Useful Life, or if the airport for which the Project is funded ceases to function as a public airport, for twenty (20) years from the date of Project completion or at any time during the estimated useful life of the Project as defined in Table 1, whichever period is greater, the Airport Sponsor may be liable for repayment to the Division of any or all funds contributed by the Division under this agreement. If the airport at which the Project is constructed is abandoned for any reason, the Division may in its discretion discharge the Airport Sponsor from any repayment obligation upon written request by the Airport Sponsor.

#### IV. AIRPORT SPONSOR GRANT ASSURANCES

1. **Compatible Land Use.** Compatible land use and planning in and around airports benefits the state aviation system by providing opportunities for safe airport development, preservation of airport and aircraft operations, protection of airport approaches, reduced potential for litigation and compliance with appropriate airport design standards. The airport will take appropriate action, to the extent reasonable, to restrict the use of land adjacent to, in the immediate vicinity of, or on the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.
2. **On-Airport Hazard Removal and Mitigation.** The airport will take appropriate action to protect aircraft operations to/from the airport and ensure paths are adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
3. **Safe, Efficient Use, and Preservation of Navigable Airspace.** The airport shall comply with 14 CFR Part 77 for all future airport development and anytime an existing airport development is altered.
4. **Operation and Maintenance.** In regards to Projects that receive Division funding, the airport sponsor certifies that it has the financial or other resources that may be necessary for the preventive maintenance, maintenance, repair and operation of such projects during their Useful Life.

The airport and all facilities which are necessary to serve the aeronautical users of the airport shall be operated at all times in a safe and serviceable condition. The airport will also have in effect arrangements for:

- a. Operating the airport's aeronautical facilities whenever required;
  - b. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - c. Promptly notifying airmen of any condition affecting aeronautical use of the airport.
5. **Airport Revenues.** All revenues generated by the airport will be expended by it for the capital or operating costs of the airport, the local airport system, or other local facilities owned or operated by the owner or operator of the airport for aviation purposes.
6. **Airport Layout Plan (ALP).** Once accomplished and as otherwise may be required to develop, it will keep up-to-date a minimum of an ALP of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing improvements thereon.
7. **Use for Aviation Purposes.** The Airport Sponsor shall not use runways, taxiways, aprons, seeded areas or any other appurtenance or facility constructed, repaired, renovated or maintained under the terms of this Agreement for activities other than aviation purposes unless otherwise exempted by the Division.

**TABLE 1**

<b>Project Type</b>	<b>Useful Life</b>
<b>a.</b> All construction projects (unless listed separately below)	20 years
<b>b.</b> All equipment and vehicles	10 years
<b>c.</b> Pavement rehabilitation (not reconstruction, which is 20 years)	10 years
<b>d.</b> Asphalt seal coat, slurry seal, and joint sealing	3 years
<b>e.</b> Concrete joint replacement	7 years
<b>f.</b> Airfield lighting and signage	10 years
<b>g.</b> Navigational Aids	15 years
<b>h.</b> Buildings	40 years
<b>i.</b> Land	Unlimited

# STATE CONTROLLER

## MODEL SMALL DOLLAR GRANT AWARDS AND CONTENT

This is a State Controller Contract, Grant, and Purchase Order Policy under the State Fiscal Rules. All Small Dollar Grant Awards shall use one of the approved models Small Dollar Grant Award or Grant Agreement forms described in Fiscal Rule 3-4 unless the State Agency or Institution of Higher Education (IHE) has obtained the prior written approval from the Office of the State Controller (OSC).

- 1) Available Model Small Dollar Grant Awards.** The following model Small Dollar Grant Awards may be used by State Agencies and IHEs without additional approval from the OSC:
- a. Financial System Generated Small Dollar Grant Awards.** This model is the system-generated document resulting from a Colorado Operations Resource Engine (CORE) POGG1 encumbrance or through another approved state financial system, which also explicitly references a link to the State of Colorado Small Dollar Grant Award Terms and Conditions that are attached to this policy. This model does not include other documents with a similar or the same appearance as one of these documents that is not generated within the financial system
  - b. Other Approved Forms.** A State Agency or IHE, at the discretion of the State Agency's or IHE's Procurement Official or State Controller delegate, may request other approved forms from the OSC.
  - c. Backup Forms.** If CORE or the approved state financial system used by the State Agency or IHE is unavailable for an extended period of time when a Small Dollar Grant Award must be issued, the State Agency or IHE, with the prior approval of the OSC, may use a backup form with the same or substantially similar appearance as one of the documents described in **§1)a.**
- 2) Modifications of Model Small Dollar Grant Awards.** A State Agency or Institution of Higher Education issuing a Small Dollar Grant Award may not modify the State of Colorado Small Dollar Grant Award Terms and Conditions attached to this policy, including Addendum 1: Additional Terms & Conditions for Information Technology ("Addendum"), in any way without prior written approval of the OSC.
- a. Exception.** The Office of Information Technology (OIT) may modify the provisions of Addendum for the State of Colorado Small Dollar Grant Awards specifically issued by OIT with the prior written approval of the Procurement Official of OIT or authorized delegate, without obtaining additional approval from OSC.
  - b. Unauthorized Modifications.** Except as described in **§2)a.**, the failure of a State Agency or IHE to obtain approval from the OSC prior to issuing a Small Dollar Grant Award with modified the State of Colorado Small Dollar Grant Award Terms and Conditions shall constitute a violation of Fiscal Rule 3-4, §§ 4.1.7. and 5.1.
- 3) Small Dollar Grant Award Exhibits and References.** All Small Dollar Grant Awards shall either include or specifically reference the State of Colorado Small Dollar Grant Award Terms and Conditions by hyperlink or, if modified in accordance with **§2)**, attach the modified State of Colorado Small Dollar Grant Award Terms and Conditions and shall clarify on the Small Dollar Grant Award that the attached modified State of Colorado Small Dollar Grant Award Terms and Conditions shall govern the Small Dollar Grant Award in lieu of the State of Colorado Small Dollar Grant Award Terms and Conditions referenced by hyperlink. Small Dollar Grant Awards shall also include any additional exhibits, based on the nature of the work performed under the Small Dollar Grant Award, as required by any other state

## STATE CONTROLLER

and/or federal agency with authority over that type of work or by any entity providing funding for the Small Dollar Grant Award, including, but not limited to, the following:

- a. Additional information technology provisions required by OIT.
- b. Additional provisions required to comply with the Office of Management and Budget Uniform Guidance, or the Federal Funding Accountability and Transparency Act, or any other applicable federal terms and conditions.
- c. Any federally required attachments relating to confidential information, such as a Health Information Portability and Accountability Act (HIPAA) Business Associate Addendum or a Federal Tax Information Exhibit.



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**Robert Jaros, CPA, MBA, JD State  
Controller**

# STATE CONTROLLER

## State of Colorado Small Dollar Grant Award Terms and Conditions

- 1. Offer/Acceptance.** This Small Dollar Grant Award, together with these terms and conditions (including, if applicable, Addendum 1: Additional Terms and Conditions for Information Technology below), and any other attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference (collectively the "Agreement") shall represent the entire and exclusive agreement between the State of Colorado, by and through the agency identified on the face of the Small Dollar Grant Award ("State") and the Subrecipient identified on the face of the Small Dollar Grant Award ("Grantee"). If this Agreement refers to Grantee's bid or proposal, this Agreement is an ACCEPTANCE of Grantee's OFFER TO PERFORM in accordance with the terms and conditions of this Agreement. If a bid or proposal is not referenced, this Agreement is an OFFER TO ENTER INTO AGREEMENT, subject to Grantee's acceptance, demonstrated by Grantee's beginning performance or written acceptance of this Agreement. Any COUNTER-OFFER automatically CANCELS this Agreement, unless a change order is issued by the State accepting a counter-offer. Except as provided herein, the State shall not be responsible or liable for any Work performed prior to issuance of this Agreement. The State's financial obligations to the Grantee are limited by the amount of Grant Funds awarded as reflected on the face of the Small Dollar Grant Award.
- 2. Order of Precedence.** In the event of a conflict or inconsistency within this Agreement, such conflict or inconsistency shall be resolved by giving preference to the documents in the following order of priority: **(1)** the Small dollar Grant Award document; **(2)** these terms and conditions (including, if applicable, Addendum 1 below); and **(3)** any attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference. Notwithstanding the above, if this Agreement has been funded, in whole or in part, with a Federal Award, in the event of a conflict between the Federal Grant and this Agreement, the provisions of the Federal Grant shall control. Grantee shall comply with all applicable Federal provisions at all times during the term of this Agreement. Any terms and conditions included on Grantee's forms or invoices not included in this Agreement are void.
- 3. Changes.** Once accepted in accordance with **§1**, this Agreement shall not be modified, superseded or otherwise altered, except in writing by the State and accepted by Grantee.
- 4. Definitions.** The following terms shall be construed and interpreted as follows: **(a) "Award"** means an award by a Recipient to a Subrecipient; **(b) "Budget"** means the budget for the Work described in this Agreement; **(c) "Business Day"** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in CRS §24-1101(1); **(d) "UCC"** means the Uniform Commercial Code in CRS Title 4; **(e) "Effective Date"** means the date on which this Agreement is issued as shown on the face of the Small Dollar Grant Award; **(f) "Federal Award"** means an award of federal financial assistance or a cost-reimbursement contract, by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award, which terms and conditions shall flow down to the Award unless such terms and conditions specifically indicate otherwise. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program; **(g) "Federal Awarding Agency"** means a Federal agency providing a Federal Award to a Recipient; **(h) "Grant Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement; **(i) "Matching Funds"** mean the funds provided by the Grantee to meet cost sharing requirements described in this Agreement; **(j) "Recipient"** means the State agency identified on the face of the Small Dollar Grant Award; **(k) "Subcontractor"** means third parties, if any, engaged by Grantee to aid in performance of the Work; **(l) "Subrecipient"** means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a program, but does not include an individual that is a beneficiary of such program; **(m) "Uniform Guidance"** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, identified as the 2 C.F.R. (Code of Federal Regulations) Part 200, commonly known as the "Super Circular," which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular a-50 on Single Audit Act follow-up; and **(n) "Work"** means the goods delivered or services, or both, performed pursuant to this Agreement and identified as Line Items on the face of the Small Dollar Grant Award.
- 5. Delivery.** Grantee shall furnish the Work in strict accordance with the specifications and price set forth in this Agreement. The State shall have no liability to compensate Grantee for the performance of any Work not specifically set forth in the Agreement.
- 6. Rights to Materials.** *[Not Applicable to Agreements issued either in whole in part for Information Technology, as defined in CRS § 24-37.5-102(2); in which case Addendum 1 §2 applies in lieu of this section.]* Unless specifically stated otherwise in this Agreement, all materials, including without limitation supplies, equipment, documents, content, information, or other material of any type, whether tangible or intangible (collectively "Materials"), furnished by the State to Grantee or delivered by Grantee to the State in performance of its obligations under this Agreement shall be the exclusive property the State. Grantee shall return or deliver all Materials to the State upon completion or termination of this Agreement.
- 7. Grantee Records.** Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work (including, but not limited to the operation of programs) performed under this Agreement (collectively "Grantee Records"). Unless otherwise specified by the State, the Grantee shall retain Grantee Records for a period (the "Record Retention Period") of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims or audit finding have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight, or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property. Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State. The State, in its discretion, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee and this Agreement, and the State shall have the right, in its discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State will monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. Grantee shall promptly submit to the State a copy of any final audit report of an audit performed

# STATE CONTROLLER

on Grantee Records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee, a State agency or the State's authorized representative, or a third party. If applicable, the Grantee may be required to perform a single audit under 2 CFR 200.501, *et seq.* Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

**8. Reporting.** If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State. Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

**9. Conflicts of Interest.** Grantee acknowledges that with respect to this Agreement, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities, or relationships that reasonably may appear to be in conflict with the full performance of Grantee's obligations to the State under this Agreement. If a conflict or appearance of a conflict of interest exists, or if Grantee is uncertain as to such, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement. Grantee certifies that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's Services and Grantee shall not employ any person having such known interests.

**10. Taxes.** The State is exempt from federal excise taxes and from State and local sales and use taxes. The State shall not be liable for the payment of any excise, sales, or use taxes imposed on Grantee. A tax exemption certificate will be made available upon Grantee's request. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

**11. Payment.** Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Document Total shown on the face of the Small Dollar Grant Award. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in this Agreement. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State. The State shall pay Grantee for all amounts due within 45 days after receipt of an Awarding Agency's approved invoicing request, or in instances of reimbursement grant programs a request for reimbursement, compliant with Generally Accepted Accounting Principles (GAAP) and, if applicable Government Accounting Standards Board (GASB) of amount requested. Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate set forth in CRS §24-30-202(24) until paid in full. Interest shall not accrue if a good faith dispute exists as to the State's obligation to pay all or a portion of the amount due. Grantee shall invoice the State separately for interest on delinquent amounts due, referencing the delinquent payment, number of day's interest to be paid, and applicable interest rate. The acceptance of an invoice shall not constitute acceptance of any Work performed under this Agreement. Except as specifically agreed in this Agreement, Grantee shall be solely responsible for all costs, expenses, and other charges it incurs in connection with its performance under this Agreement.

**12. Term.** The parties' respective performances under this Agreement shall commence on the "Service From" date identified on the face of the Small Dollar Grant Award, unless otherwise specified, and shall terminate on the "Service To" date identified on the face of the Small Dollar Grant Award unless sooner terminated in accordance with the terms of this Agreement.

**13. Payment Disputes.** If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

**14. Matching Funds.** Grantee shall provide Matching Funds, if required by this Agreement. If permitted under the terms of the grant and per this Agreement, Grantee may be permitted to provide Matching Funds prior to or during the course of the project or the match will be an in-kind match. Grantee shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any Matching Funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" pursuant to this Agreement, has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

**15. Reimbursement of Grantee Costs.** If applicable, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Agreement for all allowable costs described in the grant except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to, and received approval from the State of the change, the change does not modify the total maximum amount of this Agreement, and the change does not modify any requirements of the Work. If applicable, the State shall reimburse Grantee for the properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs. Grantee's costs for Work performed after the "Service To" date identified on the face of the Small Dollar Grant Award, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are (a) reasonable and necessary to accomplish the Work, and (b) equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the costs actually incurred).

**16. Close-Out.** Grantee shall close out this Award within 45 days after the "Service To" date identified on the face of the Small Dollar Grant Award, including any modifications. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined

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in this Agreement and Grantee's final reimbursement request or invoice. In accordance with the Agreement, the State may withhold a percentage of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

**17. Assignment.** Grantee's rights and obligations under this Agreement may not be transferred or assigned without the prior, written consent of the State and execution of a new agreement. Any attempt at assignment or transfer without such consent and new agreement shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

**18. Subcontracts.** Grantee shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each subcontract upon request by the State. All subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

**19. Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations in accordance with the intent of the Agreement.

**20. Survival of Certain Agreement Terms.** Any provision of this Agreement that imposes an obligation on a party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other party.

**21. Third Party Beneficiaries.** Except for the parties' respective successors and assigns, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

**22. Waiver.** A party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

**23. Indemnification. [Not Applicable to Inter-governmental agreements]** Grantee shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Grantee, or its employees, agents, Subcontractors, or assignees in connection with this Agreement. This shall include, without limitation, any and all costs, expenses, claims, damages, liabilities, court awards and other amounts incurred by the Indemnified Parties in relation to any claim that any work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right or any claim for loss or improper disclosure of any confidential information or personally identifiable information. If Grantee is a public agency prohibited by applicable law from indemnifying any party, then this section shall not apply.

**24. Notice.** All notices given under this Agreement shall be in writing, and shall be delivered to the contacts for each party listed on the face of the Small Dollar Grant Award. Either party may change its contact or contact information by notice submitted in accordance with this section without a formal modification to this Agreement.

**25. Insurance.** Except as otherwise specifically stated in this Agreement or any attachment or exhibit to this Agreement, Grantee shall obtain and maintain insurance as specified in this section at all times during the term of the Agreement: (a) workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee employees acting within the course and scope of their employment, (b) Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed operations aggregate; and \$50,000 any one fire, and (c) Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit. If Grantee will or may have access to any protected information, then Grantee shall also obtain and maintain insurance covering loss and disclosure of protected information and claims based on alleged violations of privacy right through improper use and disclosure of protected information with limits of \$1,000,000 each occurrence and \$1,000,000 general aggregate at all times during the term of the Small Dollar Grant Award. Additional insurance may be required as provided elsewhere in this Agreement or any attachment or exhibit to this Agreement. All insurance policies required by this Agreement shall be issued by insurance companies with an AM Best rating of A-VIII or better. If Grantee is a public agency within the meaning of the Colorado Governmental Immunity Act, then this section shall not apply and Grantee shall instead comply with the Colorado Governmental Immunity Act.

**26. Termination Prior to Grantee Acceptance.** If Grantee has not begun performance under this Agreement, the State may cancel this Agreement by providing written notice to the Grantee.

**27. Termination for Cause.** If Grantee refuses or fails to timely and properly perform any of its obligations under this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, the State may notify Grantee in writing of non-performance and, if not corrected by Grantee within the time specified in the notice, terminate Grantee's right to proceed with the Agreement or such part thereof as to which there has been delay or a failure. Grantee shall continue performance of this Agreement to the extent not terminated. Grantee shall be liable for excess costs incurred by the State in procuring similar Work and the State may withhold such amounts, as the State deems necessary. If after rejection, revocation, or other termination of Grantee's right to proceed under the Colorado Uniform Commercial Code (CUCC) or this clause, the State determines for any reason that Grantee was not in default or the delay was excusable, the rights and obligations of the State and Grantee shall be the same as if the notice of termination had been issued pursuant to termination under **§28**.

**28. Termination in Public Interest.** The State is entering into this Agreement for the purpose of carrying out the public interest of the State, as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency. If this Agreement ceases to further the public interest of the State as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency, the State, in its sole discretion, may terminate this Agreement in whole or in part and such termination shall not be deemed to be a breach of the State's obligations hereunder. This section shall not apply to a termination for cause, which shall be governed by **§27**. A determination that this Small Dollar Grant Award should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. The State shall give written notice of termination to Grantee specifying the part of the Agreement terminated and when termination becomes effective. Upon receipt of notice of termination, Grantee shall not incur further obligations except as necessary to mitigate costs of performance. The State shall pay the Agreement price or rate for Work performed

# STATE CONTROLLER

and accepted by State prior to the effective date of the notice of termination. The State's termination liability under this section shall not exceed the total Agreement price.

**29. Termination for Funds Availability.** The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Work performed and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §28.

**30. Grantee's Termination Under Federal Requirements.** If the Grant Funds include any federal funds, then Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for Work that will not be performed prior to the effective date of the termination.

**31. Governmental Immunity.** Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, *et seq.*, the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, CRS §§24-30-1501, *et seq.* No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

**32. Grant Recipient.** Grantee shall perform its duties hereunder as a grant recipient and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.**

**33. Compliance with Law.** Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

**34. Choice of Law, Jurisdiction and Venue. [Not Applicable to Inter-governmental agreements]** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver. Any provision incorporated herein by reference which purports to negate this or any other provision in this Agreement in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision or for any other reason shall not invalidate the remainder of this Agreement, to the extent capable of execution. Grantee shall exhaust administrative remedies in CRS §24-109-106, prior to commencing any judicial action against the State regardless of whether the Colorado Procurement Code applies to this Agreement.

**35. Prohibited Terms.** Nothing in this Agreement shall be construed as a waiver of any provision of CRS §24-106-109. Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with that statute in any way shall be void ab initio.

**36. Public Contracts for Services. [Not Applicable to offer, issuance, or sale of securities, investment advisory services, fund management services, sponsored projects, intergovernmental grant agreements, or information technology services or products and services]** Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c). Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract or agreement with a Subcontractor that fails to certify to Grantee that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Grantee shall (a) not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants during performance of this Agreement, (b) notify Subcontractor and the State within three days if Grantee has actual knowledge that Subcontractor is employing or contracting with an illegal alien for work under this Agreement, (c) terminate the subcontract if Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving notice, and (d) comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the Department program, Grantee shall deliver to the State a written, notarized affirmation that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 *et seq.*, the State may terminate this Agreement for breach and, if so terminated, Grantee shall be liable for damages.

**37. Public Contracts with Natural Persons.** Grantee, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that the person (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 *et seq.*, and (c) has produced a form of identification required by CRS §24-76.5-103 prior to the date Grantee begins Work under terms of the Agreement.



# STATE CONTROLLER

## ADDENDUM 1:

### Additional Terms & Conditions for Information Technology

IF ANY PART OF THE SUBJECT MATTER OF THIS AGREEMENT IS INFORMATION TECHNOLOGY, AS DEFINED IN CRS § 24-37.5-102 (2), THE FOLLOWING PROVISIONS ALSO APPLY TO THIS AGREEMENT.

**A. Definitions.** The following terms shall be construed and interpreted as follows: **(a) "CJI"** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended, and all Criminal Justice Records as defined under CRS §24-72-302; **(b) "Incident"** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, pursuant to CRS §§24-37.5-401 *et seq.*; **(c) "PCI"** means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law; **(d) "PHI"** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual including, without limitation, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act; **(e) "PII"** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records, including, without limitation, all information defined as personally identifiable information in CRS §24-72-501; **(f) "State Confidential Information"** means any and all State Records not subject to disclosure under the Colorado Open Records Act and includes, without limitation, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under the Colorado Open Records Act; **(g) "State Fiscal Rules"** means those fiscal rules promulgated by the Colorado State Controller pursuant to CRS §24-30-202(13)(a); **(h) "State Fiscal Year"** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year; **(i) "State Records"** means any and all State data, information, and records, regardless of physical form; **(j) "Tax Information"** means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation, including, without limitation all information defined as federal tax information in Internal Revenue Service Publication 1075; and **(k) "Work Product"** means the tangible and intangible results of the delivery of goods and performance of services, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work, but does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

**B. Intellectual Property.** Except to the extent specifically provided elsewhere in this Agreement, any State information, including without limitation pre-existing State software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials; or Work Product prepared by Grantee in the performance of its obligations under this Agreement shall be the exclusive property of the State (collectively, "State Materials"). All State Materials shall be delivered to the State by Grantee upon completion or termination of this Agreement. The State's exclusive rights in any Work Product prepared by Grantee shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit any State Materials to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State. The State shall maintain complete and accurate records relating to **(a)** its use of all Grantee and third party software licenses and rights to use any Grantee or third party software granted under this Agreement and its attachments to which the State is a party and **(b)** all amounts payable to Grantee pursuant to this Agreement and its attachments and the State's obligations under this Agreement or any amounts payable to Grantee in relation to this Agreement, which records shall contain sufficient information to permit Grantee to confirm the State's compliance with the use restrictions and payment obligations under this Agreement or to any third party use restrictions to which the State is a party. Grantee retains the exclusive rights, title and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to all pre-existing software, licensed products, associated source code, machine code, text images, audio, video, and third party materials, delivered by Grantee under the Agreement, whether incorporated in a deliverable or necessary to use a deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in a State-approved license agreement **(a)** entered into as exhibits or attachments to this Agreement, **(b)** obtained by the State from the applicable third party Grantee, or **(c)** in the case of open source software, the license terms set forth in the applicable open source license agreement. Notwithstanding anything to the contrary herein, the State shall not be subject to any provision incorporated in any exhibit or attachment attached hereto, any provision incorporated in any terms and conditions appearing on any website, any provision incorporated into any click through or online agreements, or any provision incorporated into any other document or agreement between the parties that **(a)** requires the State or the State to indemnify Grantee or any other party, **(b)** is in violation of State laws, regulations, rules, State Fiscal Rules, policies, or other State requirements as deemed solely by the State, or **(c)** is contrary to this Agreement.

**C. Information Confidentiality.** Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law, or approved in writing by the State. If Grantee will or may have access to any State Confidential Information or any other protected information, Grantee shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Grantee shall comply with all Colorado Office of Information Security ("OIS") policies and procedures which OIS has issued pursuant to CRS §§24-37.5-401 through 406 and 8 CCR §1501-5 and posted at <http://oit.state.co.us/ois>, all information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any industry standards or guidelines, as applicable based on the classification of the data relevant to Grantee's performance under this Agreement. Such obligations may arise from: Health Information Portability and Accountability Act (HIPAA); IRS Publication 1075; Payment Card Industry Data Security Standard (PCI-DSS); FBI Criminal Justice Information Service Security Addendum; Centers for Medicare & Medicaid Services (CMS) Minimum Acceptable Risk Standards for Exchanges; and Electronic Information Exchange

# STATE CONTROLLER

Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with The Social Security Administration. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

**D. Other Entity Access and Nondisclosure Agreements.** Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the work, but shall restrict access to State Confidential Information to those agents, employees, assigns, and Subcontractors who require access to perform their obligations under this Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign, or Subcontractors has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

**E. Use, Security, and Retention.** Grantee shall use, hold, and maintain State Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

**F. Incident Notice and Remediation.** If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable actual costs thereof.

**G. Data Protection and Handling.** Grantee shall ensure that all State Records and Work Product in the possession of Grantee or any Subcontractors are protected and handled in accordance with the requirements of this Agreement at all times. Upon request by the State made any time prior to 60 days following the termination of this Agreement for any reason, whether or not this Agreement is expiring or terminating, Grantee shall make available to the State a complete and secure download file of all data that is encrypted and appropriately authenticated. This download file shall be made available to the State within 10 Business Days following the State's request, and shall contain, without limitation, all State Records, Work Product, and any other information belonging to the State. Upon the termination of Grantee's services under this Agreement, Grantee shall, as directed by the State, return all State Records provided by the State to Grantee, and the copies thereof, to the State or destroy all such State Records and certify to the State that it has done so. If legal obligations imposed upon Grantee prevent Grantee from returning or destroying all or part of the State Records provided by the State, Grantee shall guarantee the confidentiality of all State Records in Grantee's possession and will not actively process such data. The State retains the right to use the established operational services to access and retrieve State Records stored on Grantee's infrastructure at its sole discretion and at any time.

**H. Compliance.** If applicable, Grantee shall review, on a semi-annual basis, all OIS policies and procedures which OIS has promulgated pursuant to CRS §§ 24-37.5-401 through 406 and 8 CCR § 1501-5 and posted at <http://oit.state.co.us/ois>, to ensure compliance with the standards and guidelines published therein. Grantee shall cooperate, and shall cause its Subcontractors to cooperate, with the performance of security audit and penetration tests by OIS or its designee.

**I. Safeguarding PII.** If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, all State requirements relating to non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall take full responsibility for the security of all PII in its possession or in the possession of its Subcontractors, and shall hold the State harmless for any damages or liabilities resulting from the unauthorized disclosure or loss thereof. Grantee shall be a "Third-Party Service Provider" as defined in CRS §24-73-103(1)(i) and shall maintain security procedures and practices consistent with CRS §§24-73-101 *et seq.*

**J. Software Piracy Prohibition.** The State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

**K. Information Technology.** To the extent that Grantee provides physical or logical storage of State Records; Grantee creates, uses, processes, discloses, transmits, or disposes of State Records; or Grantee is otherwise given physical or logical access to State Records in order to perform Grantee's obligations under this Agreement, the following terms shall apply. Grantee shall, and shall cause its Subcontractors, to: Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Agreement; Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards; Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing; Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments; Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the OIS; Comply with all rules, policies, procedures, and standards issued by the Governor's Office of Information Technology (OIT), including project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at [www.oit.state.co.us/about/policies](http://www.oit.state.co.us/about/policies). Grantee shall not allow remote access to State Records from outside the United States, including access by

# STATE CONTROLLER

Grantee's employees or agents, without the prior express written consent of OIS. Grantee shall communicate any request regarding non-U.S. access to State Records to the State. The State, acting by and through OIS, shall have sole discretion to grant or deny any such request.

Localintel Global Inc.  
 92 Lenora St, PMB 121  
 WA US  
 info@localintel.co  
 www.ecdev.org



## INVOICE

### BILL TO

Carl Young  
 Huerfano County Economic  
 Development Inc.  
 PO Box 308  
 Walsenburg, CO 81089 US

**INVOICE #** INV-0546  
**DATE** 02/01/2023  
**DUE DATE** 03/03/2023  
**TERMS** Net 30

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	<b>Economic Development Tools</b>	Please note our mailing address has changed to:  92 Lenora St PMB 121 Seattle, WA 98121  Annual subscription renewal to Localintel's Business & Investment Assistant package which includes:  • How To – 8 x business tutorials • Community Profile – 6 interactive dashboards • Market Advantages – 9 dynamic demographic maps • Connect – Local assistance directory  Annual subscription renewal period is February 1, 2023 to January 31, 2024.	1	2,900.00	2,900.00

We accept payment by check or online ACH payments at the financial institution listed below.

**BALANCE DUE**

**\$2,900.00**

Name on account: Localintel Global Inc  
 Type of account: Checking  
 Routing Number: 125000574  
 Account number: 4709 6100 2610  
 Name of Bank: KeyBank

Bank Address: 2401 34th Ave W, Seattle, WA 98199

*Item 7e.*

Thank you for trusting Localintel to be a part of your economic development team.



Carl Young &lt;cyoung@huerfano.us&gt;

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## June Ultramarathon

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**John Lacroix** <sherpajohn@gmail.com>  
To: Carl Young <cyoung@huerfano.us>

Thu, Apr 27, 2023 at 10:30 AM

Mr. Young,

I hope this finds you well.

I wanted to reach out to you regarding the June 24th Cuchara Trail Runs out of La Veta/Cuchara Mountain Park.

You'll again be receiving an additionally insured certificate from my insurance company in the coming days. I added the county as a precautionary measure as I did for the Snowshoe races. Just to be sure the county is protected.

I am working with Panadero Ski Corp for all things CMP for this event.

The main reason for my reaching out today is that we've had to make some minor course edits due to downed trees on USFS land. This reroute has our runners briefly running on CO-12 (0.14 Miles) so they may cross the road, then on Brook Drive, E Brook Drive, and Hill Road so that runners can access the Dike Trail (USFS). The first stretch is a total of 0.86 miles of County roads. Then.. to the south they will come out of the Dike Trail and onto Panadero Vista, then Ponderosa Road and Aspen Ave before once again running very briefly on CO-12 (0.39 Miles) crossing onto Panadero Ave. This second stretch totals 1.44 miles of county roads. I have attached a map of this area specifically for your review. County roads total 2.3 Miles

My question is... since we already have county permission to use CMP and associated county lands, do I need additional permission for runners to be on these roads? What other requirements might be requested to have runners run on these roads. I imagine that the biggest concern would be CO-12 and we could certainly have volunteers present to help runners cross safely. The other roads are in neighborhoods that don't see much traffic.

Thank you for your time and attention to this matter. I appreciate you

Respectfully,

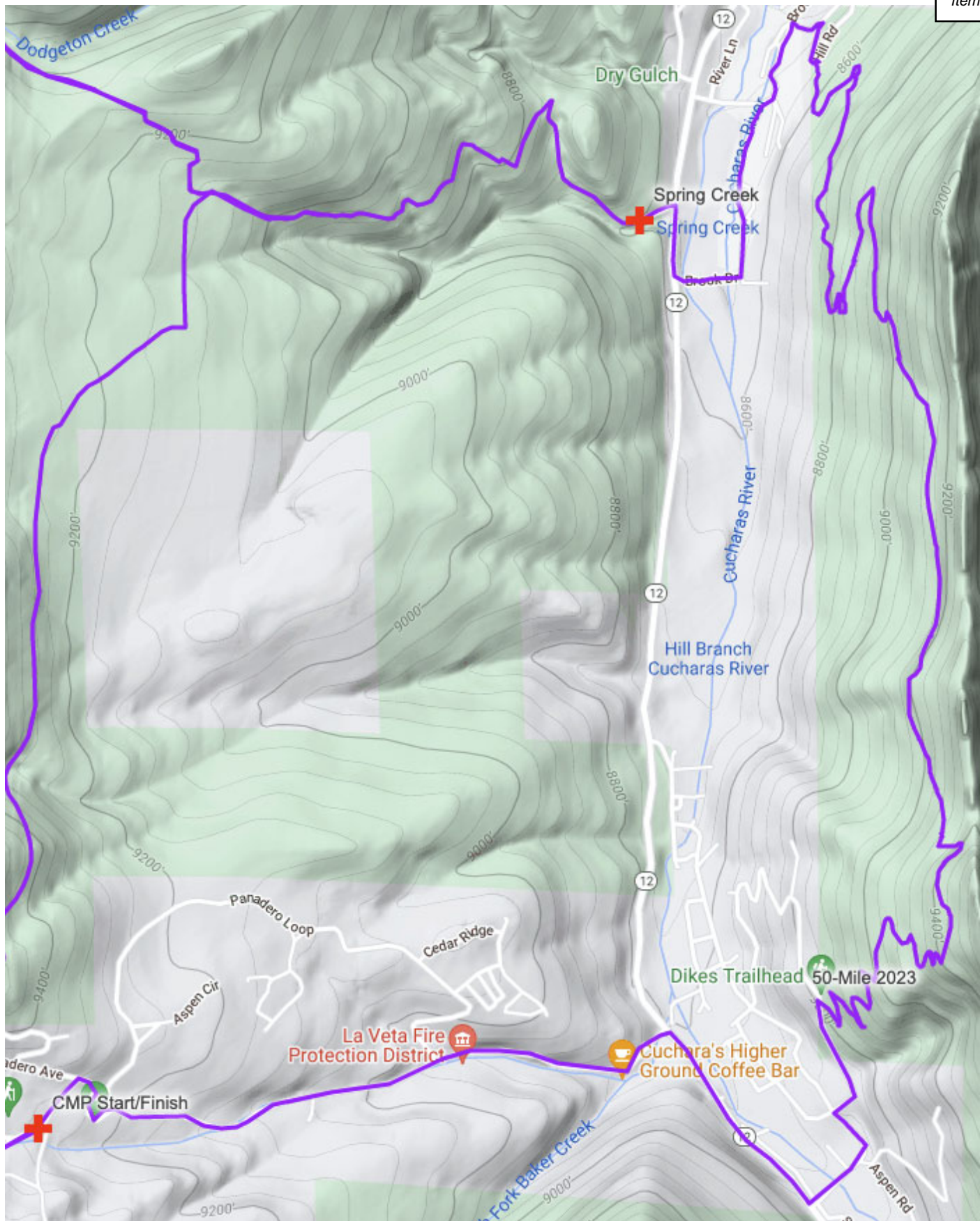
**John P. Lacroix**

**Owner & Race Director | Human Potential LLC | Arvada, CO**  
[www.HumanPotentialRunning.com](http://www.HumanPotentialRunning.com)

@HPRunningSeries



**"Human Potential is the voice in your head that dares you to dream it, moves you to do it, and wills you to experience it. It is unlimited."**



**John P. Lacroix**  
Owner & Race Director | Human Potential LLC | Arvada, CO  
[www.HumanPotentialRunning.com](http://www.HumanPotentialRunning.com)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/11/2023  
Item 7f.

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Insurance Management Group 12730 Coldwater Road, Suite 103  Fort Wayne IN 46845	<b>CONTACT NAME:</b> Margaret Mayers <b>PHONE (A/C, No, Ext):</b> (260) 338-2925 <b>E-MAIL ADDRESS:</b> mmayers@insmgt.com		<b>FAX (A/C, No):</b> (765) 664-0761
	<b>INSURER(S) AFFORDING COVERAGE</b>		
	<b>INSURER A:</b> National Casualty Company		<b>NAIC #</b> 11991
<b>INSURED</b>  Road Runners Club of America Registered Race Directors  1501 Langston Boulevard, Suite 140 Arlington VA 22209	<b>INSURER B:</b> Nationwide Life Insurance Company		<b>NAIC #</b> 66869
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES** CERTIFICATE NUMBER: 2023 \$1M RD A.I. REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Legal Liability to Participant \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Per Event Basis			KRO000009332300	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Abuse and Molestation \$ 500,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			KRO000009332300	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Excess Medical & Accident (\$250 Deductible/Claim)			BAX0000031991300	12/31/2022	12/31/2023	Excess Medical \$10,000 AD & Specific Loss \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS RESPECTS TO THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED. DATE OF EVENT(S): 06/24/23 Cuchara Trail Runs INSURED RRCA REGISTERED RACE DIRECTOR: Human Potential LLC ATTN: John Lacroix, 11067 W 59th Ave, Arvada Colorado 80004 Processed by RMV

**CERTIFICATE HOLDER**

**CANCELLATION**

06/24/23 Huerfano County 401 Main Street Suite 201  Walsenburg CO 81089	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**CONTRACT AMENDMENT #2****SIGNATURE AND COVER PAGE**

<b>State Agency</b> Colorado Department of Human Services Behavioral Health Administration	<b>Original Contract Number</b> 23 IBEH 174457
<b>Contractor</b> Huerfano County Colorado for the use and benefit of Huerfano County Sheriff's Department	<b>Amendment Contract Number</b> 24 IBEH 181959
<b>Current Contract Maximum Amount</b> Initial Term State Fiscal Year 2023 \$131,550.00	<b>Contract Performance Beginning Date</b> July 1, 2022
Extension Terms State Fiscal Year 2024 \$179,500.00	<b>Current Contract Expiration Date</b> June 30, 2024
Total for All State Fiscal Years \$311,050.00	

**THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT**

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

<p style="text-align: center;"><b>CONTRACTOR</b></p> <p style="text-align: center;">Huerfano County Colorado for the use and benefit of Huerfano County Sheriff's Department</p> <p>_____</p> <p style="text-align: center;">By: Mr. Bruce Newman, Sheriff</p> <p>Date: _____</p>	<p style="text-align: center;"><b>STATE OF COLORADO</b></p> <p style="text-align: center;">Jared Polis, Governor Colorado Department of Human Services Michelle Barnes, Executive Director</p> <p>_____</p> <p style="text-align: center;">By: _____,</p> <p style="text-align: center;">Behavioral Health Administration</p> <p>Date: _____</p>
<p>In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="text-align: center;"><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p>By: _____</p> <p style="text-align: center;">Andrea Eurich / Toni Williamson</p> <p>Amendment Effective Date: _____</p>	

## 1. PARTIES

This Amendment (the “Amendment”) to the Original Contract shown on the Signature and Cover Page for this Amendment (the “Contract”) is entered into by and between the Contractor, and the State.

## 2. TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

## 3. AMENDMENT EFFECTIVE DATE AND TERM

### A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in **§3.B** of this Amendment.

### B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment or July 1, 2023, whichever is later and shall terminate on the termination of the Contract.

## 4. PURPOSE

In accordance with the provisions of this Contract and its exhibits and attachments, the Contractor shall provide substance abuse and mental health treatment in the Huerfano County jail.

The purpose of this amendment is to update and replace the following exhibits with the most current versions for Fiscal Year 2024 contract extension and renewal: Exhibit A-1, Statement of Work, the Exhibit B-1, Budget, the Exhibit E, Supplemental Provisions for Federal Awards, and the Exhibit F, SLFRF, Subrecipients Provisions Exhibit – CDHS.

## 5. MODIFICATIONS

The Contract and all prior amendments thereto, if any, are modified as follows:

- A. The Contract Initial Contract Expiration Date on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.
- B. The Contract Maximum Amount table on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.
- C. REPLACE Exhibit A-1, Statement of Work with Exhibit A-2, Statement of Work, attached and incorporated by reference.

- D. ADD Exhibit B-2, Budget, attached and incorporated by reference.
- E. REPLACE Exhibit E, Supplemental Provisions for Federal Awards with Exhibit E-1, Supplemental Provisions for Federal Awards, attached and incorporated by reference.
- F. REPLACE Exhibit F, SLFRF, Subrecipient Provisions Exhibit – CDHS with Exhibit F-1, SLFRF, Subrecipient Provisions Exhibit - CDHS, attached and incorporated by reference.

**6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE**

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.

## Exhibit A-2 - Statement of Work

### Jail Based Behavioral Health Services (JBBS)

#### Definitions and Acronyms

The following list of terms shall be applied to this contract and Statement of Work, based on the services that are provided at each respective jails:

**“Agonists”** Opioid agonists such as methadone or buprenorphine are therapeutic drugs used for the management of opioid dependence. In clinical practice, they are used for opioid agonist maintenance therapy or withdrawal management. An agonist is a drug that activates certain receptors in the brain. Full agonist opioids activate the opioid receptors in the brain fully resulting in the full opioid effect.

**“Antagonists”** An antagonist is a drug that blocks opioids by attaching to the opioid receptors without activating them. Antagonists cause no opioid effect and block full agonist opioids. Examples are naltrexone and naloxone.

**“Behavioral Health Administration”** The BHA is a new cabinet member-led agency, housed within the Department of Human Services, designed to be the single entity responsible for driving coordination and collaboration across state agencies to address behavioral health needs. The BHA was previously known as the Office of Behavioral Health (OBH).

**“Bridges Program/Court Liaison”** means an individual employed or contracted with the State Court Administrator’s Office (SCAO) to implement and administer a program that identifies and dedicates local behavioral health professionals as court liaisons in each judicial district. These individuals are responsible for facilitating communication and collaboration between judicial and behavioral health systems.  
<https://www.courts.state.co.us/Administration/Unit.cfm?Unit=bridgesThese>

**“Case Manager”** assists in the planning, coordination, monitoring, and evaluation of services for a client with emphasis on quality of care, continuity of services, and cost-effectiveness

**“Certified Addiction Specialist” - CAS (Formerly CAC II & III)** requires a Bachelor’s degree in a Behavioral Health specialty (Psychology, Social Work, Human Services). This does not include Criminal Justice, Sociology or Nursing. These individuals are approved to provide Clinical Supervision and consultation to individuals working towards CAT or CAS. 2,000 clinically supervised hours (1,000 direct clinical hours beyond the Technician). Must pass the NCAC II exam and Jurisprudence exam.

**“Certified Addition Technician” - CAT (Formerly CAC I)** requires 1000 hours of clinically supervised work hours (does not require DORA registration prior to the 1000 hours). Once these hours are met, the individual is not able to perform duties until the CAT is officially approved), in addition to passing the NCAC I Exam and passing the Jurisprudence Exam.

**“Critical Incidents”** means a critical incident is any significant event or condition that must be reported to the Department that is of public concern and/or has jeopardized the health, safety and/or welfare of individuals or staff.

**“Forensic Navigators”** are not case managers, clinicians, or involved in community supervision. The Navigators act as case coordinators, working to ensure that all internal and external stakeholders have access to up-to-date client information. In collaboration with stakeholders, the Navigators help to ensure that services are being delivered to clients in an appropriate and effective manner.

**“LAC”**, or Licensed Addiction Counselor, is a behavioral health clinician who can provide co-occurring services. Master’s degree or higher in Substance Use Disorders/Addiction and/or related counseling subjects (social work, mental health counseling, marriage & family, psychology, medical doctor) from a regionally accredited institution of higher learning 3,000 clinically supervised hours (2,000 direct clinical hours). Must pass the MAC and jurisprudence exam. Designated providers of Clinical Supervision for all levels of certification and licensure, in the addiction’s profession.

**“LCSW”**, or Licensed Clinical Social Worker, is a social worker trained in psychotherapy who helps individuals deal with a variety of mental health and daily living problems to improve overall functioning.

**“LMFT”**, or Licensed Marriage and Family Therapist help couples and family members manage problems within their relationships.

**“LPC”**, or Licensed Professional Counselor, is a person engaged in the practice of counseling who holds a license as a licensed professional counselor issued under the provisions of the state of Colorado.

**“Long Acting Injectable (LAI)”** is an injectable medication that allows for the slow release of medicine into the blood. An LAI can last anywhere from 2-12 weeks, which helps to control symptoms of mental illness and / or substance use.

**“Memorandum of Understanding”**, or MOU, means a type of agreement between two or more parties. It expresses a convergence of will between the parties, indicating an intended common line of action.

**“Partial Agonists”** Partial agonist opioids activate the opioid receptors in the brain, but to a much lesser degree than a full agonist. Buprenorphine is an example of a partial agonist. An antagonist is a drug that blocks opioids by attaching to the opioid receptors without activating them.

**“Regional Accountable Entity”** is responsible for building networks of providers, monitoring data and coordinating members’ physical and behavioral health care. RAEs replace and consolidate the administrative functions of Regional Care Collaborative Organizations (RCCOs) and Behavioral Health Organizations (BHOs).

**“Screening Tools”** are brief questionnaires or procedures that examine risk factors, mental health/trauma symptoms, or both to determine whether further, more in-

depth assessment is needed on a specific area of concern, such as mental health, trauma, or substance use.

## Exhibits

**A: Statement of Work** - the narrative description of a project's work requirement. It defines project-specific activities, deliverables and timelines for the Contractor providing services.

**B: Budget** - outline of the projected cost/expenses of the project.

**C: Miscellaneous Provisions** - general contract provisions and requirements including standard conditions in contracts like payment procedures, audit thresholds, and recommended measures against contract violation.

**D: HIPAA Business Associate Agreement /Qualified Service Organization Addendum** - terms detailing required compliance with HIPAA and 42 C.F.R. Part 2 privacy regulations.

**E. Supplemental Provisions for Federal Awards** - provide guidelines on being considered a subrecipient and the federal requirements.

**F. SLFRF, Subrecipient Provisions Exhibit - CDHS** - provide information on the requirements established by the U.S. Department of treasury for use of the State and Local Fiscal Recovery Funds.

## PART ONE - GENERAL PROVISIONS

### Article 1

#### General Administration

**1.1 Overall Goal.** The overall goal of the JBBS program is to work towards improving the health outcomes of the individuals served.

**1.2 Participation / Catchments.** County Sheriffs may develop programs either individually, or as multiple Sheriff's Departments (otherwise known as a catchment), submitting a combined work plan. If services are provided to a catchment, the fiscal agent county (the county holding this primary Contract with BHA) shall enter into subcontracts with its catchment county Sheriff's Departments. BHA reserves the right to change the fiscal agent as necessary. Subcontracts entered into under this provision shall adhere to the requirements of **Exhibit C**, Miscellaneous Provisions, Section II.

**1.3 Program Administrator.** The Contractor shall select a JBBS Program Administrator, identify the positions' roles, responsibilities and authority, and develop a management plan that supports the JBBS Program Coordination Group. Any changes to the Program Administrator's contact information shall be communicated via email to the Behavioral Health Administration within one business day of change to [cdhs\\_jbbs@state.co.us](mailto:cdhs_jbbs@state.co.us)

**a.** BHA prefers that a staff person from the Sheriff's Department assume the role of Program Administrator. The Program Administrator shall be well versed in the JBBS Program, including contractual requirements. The Program Administrator shall also attend JBBS Quarterly Meetings, and shall oversee the JBBS Program and its operations. The Program Administrator must also notify JBBS Program Manager(s) to any change in personnel. The Sheriff's Department is encouraged to account for this administrative position in their budget.

**1.4 JBBS Program Coordination Group.** The Contractor shall develop a process for implementing a Program Coordination Group within the facility, to guide and support the JBBS program. The Program Coordination Group shall meet on a regular and continual basis to ensure project implementation and goals are progressing. In addition to monthly check-ins, the JBBS Program Manager(s) will be available to attend periodic Program Coordination Group meetings for technical assistance, contract management, and support based on agency needs. BHA reserves the right to record JBBS meetings as necessary. The Program Coordination Group shall:

- a. Oversee program implementation.
- b. Make training recommendations.
- c. Measure the program's progress toward achieving stated goals, using data provided by BHA program manager(s) to guide work.
  - ensure program effectiveness and performance is measured by specific client-centered health outcomes and reflected in the data collected.
- d. Resolve ongoing challenges to program effectiveness.
- e. Inform agency leaders and other policymakers of program costs, developments, and progress.
- f. Develop policies and protocols to ensure clinical staff have the resources and support required for service provision.
- g. For JBBS Programs serving a catchment of counties, a Sheriff's Department representative from each county is required to participate in the JBBS Program Coordination Group.
- h. Ensure the needs of all the jails in the catchment are being met by the resources and subcontracted service providers.

**1.5 Subcontractors.** The JBBS Program requires a subcontract, or an MOU be in place for any and all subcontractors. See **Exhibit C**, Miscellaneous Provisions, Section II for requirements regarding the use of subcontractors.

**1.6 Audits.** As a participant in the JBBS program, participation in regular audits will be required. Clinical and financial documentation shall be made available for onsite or virtual review by the Behavioral Health Administration, in addition the location(s) where treatment services are being provided.

**1.6** The Contractor may serve individuals who are awaiting Medicaid approval or other funds to pay for initial treatment services.

**1.7** The Contractor shall provide services in a manner that respects and protects individual rights. This requirement includes providing the subcontractor with the required space to offer individual and group treatment services described in this Contract.

**1.8 Recovery Support Services.** SAMHSA (Substance Abuse and Mental Health Services Administration) encourages those involved in substance abuse and / or mental health treatment, to address their emotional, spiritual, intellectual, physical, environmental, financial, occupational, and social needs. JBBS programs may provide recovery support services for wraparound resources including, but not limited to, clothes, transportation, food, emergency housing/motel vouchers, or basic hygiene purchases that will assist in stabilizing the individual in the community.

**1.9** The Contractor shall maintain support relationships with all points in the criminal justice system, i.e., probation, parole, diversion, Department of Corrections, etc. to ensure continuity of care.

**1.10 Cultural Competency.** The Contractor shall provide culturally competent and appropriate services, per National Standards for Culturally and Linguistically Appropriate Services (CLAS Standards), available at <https://thinkculturalhealth.hhs.gov/clas/standards>

**1.11** The Contractor shall make reasonable accommodations to meet the needs of individuals who are physically challenged, deaf or hearing impaired, or blind.

**1.12 Medication Consistency (C.R.S. 27-70-103)**

- a. For the sole purpose of ensuring medication consistency for persons with mental health disorders involved in the criminal justice system, for individuals participating in the JBBS program, Contractor shall share patient-specific mental health and treatment information with all subcontractors, clinicians, and providers involved in the individual's plan of care.
- b. All such information sharing must comply with confidentiality requirements, including any necessary memorandums of understanding between providers, set for in the federal "Health Insurance Portability and Accountability Act of 1996", 45 CFR Parts 2, 160, 162, and 164.
- c. Contractor is encouraged, though not required, to participate in the Minnesota Multistate Contracting Alliance for Pharmacy Cooperative Purchasing Agreement to purchase medication and to utilize the Medication Consistency formulary developed by CDHS and HCPF.
- d. If Contractor does not utilize the Medication Consistency formulary developed by CDHS and HCPF, Contractor shall provide a copy of the medication formulary available at Contractor's jail. A copy of the CDHS and HCPF formulary is available on the CDHS Website.
- e. Contractor shall not bill inmates for appointments or medications otherwise covered by JBBS. See **Exhibit B**, Budget and Rate Schedule for a list of covered meds.

**Article 2**

**Confidentiality and HIPAA / 42 CFR Part Two**

**2.1 HIPAA Business Associate Addendum / Qualified Service Organization**

**Addendum.** The Contractor shall agree to comply with the terms of the HIPAA Business Associate Addendum / Qualified Service Organization Addendum, **Exhibit D** of this Contract.

**2.2 Third Parties and Business Associate Addendum / Qualified Service Organization Addendum.**

- a. The Contractor shall require that any third parties, including subcontractors or other partner agencies, that it involves for work to be done pursuant to this Contract agree to the most recent CDHS version of the HIPAA Business Associate Addendum / Qualified Service Organization Addendum, found in **Exhibit D** of this Contract.
- b. A HIPAA Business Associate Addendum / Qualified Service Organization Addendum is required between subcontracted treatment provider agencies for any



program that has more than one treatment subcontractor agency rendering services in the jail in order to share assessments and screenings between subcontracted treatment provider agencies.

**2.3 Additional Measures.** The Contractor shall agree to the following additional privacy measures:

**a. Safeguards.** The Contractor shall take appropriate administrative, technical and physical safeguards to protect the data from any unauthorized use or disclosure not provided for in this agreement.

**b. Confidentiality.** The Contractor shall protect data and information according to acceptable standards and no less rigorously than they protect their own confidential information. The Contractor shall ensure that individual level identifiable data or Protected Health Information (PHI) shall not be reported or made public. The Contractor shall ensure that all persons (e.g., interns, subcontractors, staff, and consultants) who have access to confidential information sign a confidentiality agreement.

### **Article 3 Financial Provisions**

**3.1 Cost Reimbursement / Allowable Expenses.** This contract is paid by cost reimbursement. See **Exhibit B**, Budget and Rate Schedule, for a list of reimbursable expenses. The Rate Schedule is non-exhaustive; other items expensed to this Contract must be reasonable toward completion of the contract terms, are reviewable by BHA, and shall not exceed any detail in the budget in this regard.

**3.2 Staff Time Tracking and Invoicing.** The Contractor shall ensure expenses and staff are tracked and invoiced separately for each program or funding stream. Any other funding sources or in-kind contributions supporting the JBBS Program shall be disclosed in the invoice submission. Invoices will be submitted to [cdhs\\_BHApayment@state.co.us](mailto:cdhs_BHApayment@state.co.us) by the 20th of the following month.

**3.3 Procurement Card.** BHA recommends, although does not require, counties to consider the use of a procurement card to be used for expenses related to the JBBS program. Contractor shall follow its county's internal guidance and policies for use of procurement cards.

**3.4 Proportional Reduction of Funds.** The Behavioral Health Administration has the unilateral authority to proportionately reduce the contract budget amount to match current spending rates. If the Sheriff's Department has not spent 40% of the contract budgeted amount by November 30th, the Behavioral Health Administration may proportionately reduce the contract budget amount to match current spending rates. If the Sheriff's Department has not spent 65% of the contract budgeted amount by February 28th, the Behavioral Health Administration may again proportionately reduce the contract budget amount to match current spending rates.

**3.5 Fiscal Agent County Responsibilities.** Where a county is acting as a fiscal agent for other counties, the fiscal agent county shall pay invoices received by the catchment counties within 45 days of receipt.

**3.6** Other Financial Provisions, including invoicing instructions can be found in **Exhibit C**, Miscellaneous Provisions.

**Article 4**  
**Advance Payment for Jails with Financial Need**

**4.1. Purpose.** Some county jails are not financially able to support the traditional cost reimbursement structure of this Contract. To increase accessibility to JBBS funding, BHA has established the following advance payment structure for JBBS services, available to jails that demonstrate financial need and agree to the additional financial monitoring provisions included in this section.

**4.2 Participation.** Contractor’s participation in this program will be noted in Exhibit B - Budget.

**4.3 Application.**

- a. Contractors requesting an advance payment model must submit an application to BHA by February 15<sup>1</sup>, to [cdhs\\_jbbs@state.co.us](mailto:cdhs_jbbs@state.co.us). The application must include:
  - i. Statement of Financial Need (template provided by BHA), signed by its financial representative.
  - ii. Written plan for compliance with the Advance Payment Fund Controls described in this Article 4; and
  - iii. Projected cost reimbursement budget for the upcoming year on the template provided by BHA.
- b. Contractors that were previously approved for an advance payment model will reapply using the BHA Advance Payment Reapplication template letter, available from BHA Program Managers, due to [cdhs\\_jbbs@state.co.us](mailto:cdhs_jbbs@state.co.us) by February 15 annually.
- c. BHA will notify Contractor of BHA’s final decision to grant or deny the request for the advance payment model by March 15.<sup>2</sup>
- d. Approved Jails will be paid under the advance payment model upon execution of Contractor’s contract for the following state fiscal year, provided that the contract is renewed.

**4.4 Advance Payment Fund Controls**

- a. Contractor shall maintain a separate fund or account for the funds from this Contract, which is not commingled with other accounts or funds.
  - i. Contractor shall describe the type of account, purpose, authorized balance, custodian, and the fund in which the cash is reported within five business days of the opening or designation of this account.

<sup>1</sup> Note: applications for Fiscal Year 2022 may be approved on a different timeline.

<sup>2</sup> Note: applications for Fiscal Year 2022 may be approved on a different timeline.

- ii. No receipts may be deposited to the fund other than approved replenishments and increases to the authorized balance as described above.
- b. Contractor shall submit its balance sheet and ongoing cash report against the advance payment to BHA at [cdhs\\_bhpayment@state.co.us](mailto:cdhs_bhpayment@state.co.us) after the initial 2-month payment on July 1 and as a submission for its quarterly reconciliation.
- c. Advance Funds are public funds and shall never be used for personal cash advances; check cashing services to anyone, including to employees; loans; or unrelated expenditures.

#### **4.5 Payment Procedure.**

- a. BHA shall prepare an initial invoice in the amount of two months of contract services in the amount of 2/12ths of the approved budget submitted by Contractor as part of its application and submit to Contractor for signature by June 15 annually.
  - i. BHA will make this initial payment to Contractor by July 7 annually.
- b. Beginning with July's expenses, Contractor shall submit regular cost reimbursement invoices based on actual spending in accordance with the Payment Terms in Exhibit C, Section V.C.
- c. The revolving account balance may be adjusted based upon the results of quarterly reconciliations.
- d. Medication Assisted Treatment services described in Part IV Article I will not be paid in advance. MAT services will be paid from the established General Accounting Encumbrance according to the terms of Part IV Article III.

#### **4.6 Reconciliation**

- a. Process
  - i. Jail submits required documentation from the county accounting system, due to [cdhs\\_jbbs@state.co.us](mailto:cdhs_jbbs@state.co.us) by the 20th of the month following the end of the quarter:
    - 1. Revenues and expenses for this program.
    - 2. Cash reconciliation for this specific cash account, including Deposits and disbursements. Actual bank statements may be an appropriate attachment for confirmation of expenses.
  - ii. BHA performs reconciliation to actual expenses as indicated
  - iii. Payment adjustments may be made based on the reconciliation.
  - iv. Invoiced amounts for the last quarter of the year should be applied against the remaining balance in the cash fund, to prevent the need for repayment of funds to BHA.
  - v. Any funds remaining in the cash fund in excess of the actual invoiced amount for the full year must be returned to BHA by September 10th for the prior fiscal year.
- b. Schedule
  - i. In the first month of Quarter 2 (October), reconcile BHA payments from July 1 through September 30 to actual expenses utilizing the Jail's detailed

- expenditures from July 1 through September 30, while maintaining up to two month's projected expenses for services in the upcoming months.
- ii. In the first month of Quarter 3 (January), reconcile BHA payments from October 1 through December 31 to actual expenses utilizing the Jail's detailed expenditures from October 1 through December 31, while maintaining up to two month's projected expenses for services in the upcoming months.
- iii. In the first month of Quarter 4 (April), reconcile BHA payments from January 1 through March 30 to actual expenses utilizing the Jail's detailed expenditures from January 1 through March 30, while maintaining up to two month's projected expenses for services in the upcoming months.
- iv. A final fiscal year end reconciliation of BHA payments from April 1 - June 30 will occur in July, at which time funds may be payable to the State. A new revolving fund balance for the new fiscal year will be established to meet jail cash flow needs.

## **PART TWO - SUBSTANCE USE DISORDER (SUD) TREATMENT SERVICES**

### **Article 1 Purpose and Target Population**

**1.1 Purpose.** As used in this Statement of Work exhibit, the State and the Contractor together are referred to as the "Parties". The Parties understand and agree that the goal of the Jail Based Behavioral Health Services (JBBS) Program is to support county Sheriff's in providing screening, assessment and treatment for offenders with substance use disorders (SUD) and co-occurring substance use and mental health disorders, as well as transition case management services. Through funds authorized by the Colorado General Assembly (SB 12-163), the Behavioral Health Administration (BHA) intends to continue funding the Jail Based Behavioral Health Services Programs as set forth in this Contract.

**1.2 Target Population.** Adults 18 years of age and older that are residing in the county jail with substance use disorder or co-occurring substance use and mental health disorders. In this regard, the Contractor, in accordance with the terms and conditions of this Contract, shall develop, maintain, and provide behavioral health services in the county jails for individuals highlighted in section 1.2. The Contractor, in providing required services hereunder, shall utilize and maintain a partnership with community provider(s)/individuals that are licensed (LAC, LPC, LCSW, CAS), who are in good standing with the Department of Regulatory Agencies (DORA), have the ability to provide services within the jail or through televideo options, and have the capacity to provide free or low cost services in the community to inmates upon release.

### **Article 2 Activities and Services**

## 2.1. Licensed Substance Use Disorder Treatment Requirements.

- a. Eligible individuals must have a substance use disorder and/or a co-occurring mental health disorder (determined by SUD and MH screening) to be eligible to receive services under the JBBS program.
- b. Individual treatment providers must hold a Substance Use Disorder Provider license and be in good standing with the Colorado Department of Regulatory Agencies (DORA).
- c. Contractor shall implement policies and procedures on how subcontracted treatment provider(s) will manage and maintain clinical records for the individuals served at the outpatient community location. The providers must follow the same protocols and policies for record management for services offered in the jail.
- d. Contractor shall provide appropriate screening(s), assessment(a), brief intervention and linkage to care in the community, based on an individualized treatment and/or transition plan.
  - i. Contractor shall utilize evidence-based screening processes and tools (see page 11; Article 2, 2.1), subject to approval by BHA, to screen for mental health disorders, substance use disorders, trauma, traumatic brain injuries and suicidality.
- e. Each individual's treatment / transition plan shall incorporate:
  - i. Summary of the continuum of services offered to individuals based on evidence-based curricula.
  - ii. Frequency and duration of services offered.
  - iii. If an individual's treatment will be provided by more than one treatment provider, describe how services are distributed between providers.
  - iv. Incorporation of criminogenic risk factors in service and transitional case planning as determined from the Level of Supervision Inventory (LSI) for individuals who are enrolled and participating in JBBS for at least 30 days.
  - v. The individual's natural communities, family support, and pro-social support.
  - vi. A plan to transition individuals from jail-based services to appropriate behavioral health and other needed community services upon release from incarceration.
  - vii. Contractor shall provide treatment to individuals in need of services in accordance with the treatment and transition plan described above.

## Article 3 Standards & Requirements

**3.1 Authorizing Legislation and Description of Services.** The Jail Based Behavioral Health Services (JBBS) Program is funded through the Correctional Treatment Cash Fund legislated in the passage of Senate Bill 12-163. Section 18-19-103 (c), C.R.S. directs the judicial department, the Department of Corrections, the state board of parole, the Division of Criminal Justice of the Department of Public Safety, and the Department of Human Services to cooperate in the development and implementation of the following:

- a. Alcohol and drug screening, assessment, and evaluation.
- b. Alcohol and drug testing.
- c. Treatment for assessed substance abuse and co-occurring disorders.
- d. Recovery support services.

The Correctional Treatment Fund Board has determined the Jail Based Behavioral Health Services (JBBS) Program meets the requirements set forth in SB 12-163.

**3.2 Level of program care.** Services offered by the Contractor hereunder shall meet ASAM Level 1 or 2.1 level of care.

**Article 4  
Data Reporting**

**4.1** Contractor is required to report information in the BHA Jail Based Behavioral Health Services (JBBS) CiviCore Database or another database as prescribed by BHA. Data must reflect current individual enrollment and services provided by the 15th day of each calendar month to allow BHA staff to utilize current data. The following data elements will be captured in the CiviCore JBBS database or another database as prescribed by BHA:

- a. A record for each individual who screened “positive” for a mental health disorder or substance use disorder; other screenings completed and results thereof.
- b. Basic demographic and working diagnosis information (including veteran status and pregnancy status, if applicable).
- c. For individuals in jail more than 30 days and who are admitted to the JBBS program, it is recommended that a Level of Supervision Inventory (LSI/LSI-R) risk assessment be completed.
- d. The type and dosage of medications provided for Medication Assisted Treatment (MAT). Please see Exhibit B for allowable medications.
- e. Number of individuals who successfully transition to community-based services upon release.
- f. Program discharge outcomes and treatment status in the community after discharge.

**4.2** The Contractor agrees to respond to BHA’s inquiries about data submissions within two (2) business days and work with BHA to quickly resolve any data issues.

**4.3** Contractor is required to notify BHA of any staffing changes within 48 hours, as this individual's Database access will need to be removed.

**Article 5  
Performance Measures**

**5.1 Performance Measures:**

- a. **Transition Tracking Outcomes.** The goal of the JBBS program is to identify treatment service needs and assist with engagement in community-based treatment services upon release. Contractor shall make reasonable efforts to contact all JBBS individuals who are successfully discharged from the program and released to the community at one, two, six- and 12-months post release. The individual’s treatment status shall be recorded in the CiviCore JBBS database, or another data system as prescribed by BHA. If a client remains engaged in treatment post-release, JBBS may continue to provide support through the Contractor’s Recovery Support Services section of their budget, for up to 12 months. The following are the treatment status options:
  - i. Deceased – In the event of death of the individual post-release.
  - ii. In Treatment – Individual is engaged in community-based treatment services as recommended in the transition plan.

- iii. New Crime/Regressed - Individual returned to jail for violations or committed a new crime.
- iv. Not Applicable - Individual sentenced to Department of Corrections, Probation, Community Corrections, or treatment status not applicable at month two, six, or 12 due to prior tracking status of Deceased, New Crime/Regressed, or Treatment Completed.
- v. Not in Treatment – Individual is reported by the community-based treatment provider as not in treatment or the individual reports to not be in treatment services as recommended on the transition plan.
- vi. Status Unknown – Individual cannot be located.
- vii. Treatment Completed – Individual has completed treatment as recommended in the transition plan.

**b. Recidivism.** JBBS aims to decrease the rate of reincarceration of former JBBS participants. This approach should result in greater treatment engagement in the community and decreased recidivism through better identification and treatment of behavioral health needs. BHA may conduct an annual analysis of recidivism. The following will apply to this analysis:

- i. JBBS participants who have received treatment services or groups will be included in the recidivism analysis.
- ii. “Recidivism” is the analysis that will be defined as re-arrest and reincarceration for a new crime or a technical violation related to the individual's original charge.
- iii. Recidivism Target. Programs will ensure that data in the JBBS Database pertaining to the most recent complete fiscal year (July 1 - June 30) is verified and correct by the 15th of July following the fiscal year so that the recidivism analysis may be completed by BHA.

**Article 6  
Deliverables**

**6.1** For Deliverables under this section, please see Part 8 - JBBS Program Deliverables

**PART THREE - MENTAL HEALTH TREATMENT (SB 18-250)**

**Article 1  
Purpose & Target Population**

**1.1 Purpose.** The Behavioral Health Administration (BHA) is committed to efforts to provide resources to support County Sheriffs in providing screening, assessment and treatment for mental health and substance use disorders or co-occurring disorders; as well as transition case management services to people who need such services while they are in jail. The Jail Based Behavioral Health Services (JBBS) Program has been operational since October 2011 with funding from the Correctional Treatment Cash Fund pursuant to Section 18-19-103 (5)(c)(V).

The goal of the JBBS Program is to provide appropriate behavioral health services to inmates while supporting continuity of care within the community after release from incarceration. This approach should result in greater treatment engagement in the

community and decreased recidivism through better identification and treatment of behavioral health needs.

In October 2012, the Correctional Treatment Board voted to fund additional Jail Based Behavioral Health Services Programs to additional counties across the State. As of February 2022, there are JBBS programs in 47 county jails across the State of Colorado.

In May 2018 the Colorado General Assembly passed Senate Bill 18-250, which mandated the JBBS Program under Colorado Revised Statutes 27-60-106. Additional mental health funding was allocated to the JBBS program to address gaps in services for mental health disorder screening, assessment, diagnosis and treatment. Additionally, these funds may support psychiatric prescription services and purchase of medications. Sheriff's Departments that currently operate JBBS programs, as well as new applicants, are eligible to request these funds. Sheriff's Departments may submit an individual application, or they may submit a combined application if they would like to apply in conjunction with other County Sheriff's Departments.

To carry out the JBBS program, Sheriff's Departments may partner with local community provider(s) who can demonstrate the ability to provide services within the jail, and the capacity to provide or link individuals released from jail to free or low-cost services in the community.

**1.2 Target Population.** Adults 18 years of age and older that are residing in the county jail with substance use disorder or co-occurring substance use and mental health disorders. In this regard, the Contractor, in accordance with the terms and conditions of this Contract, shall develop, maintain, and provide behavioral health services in the county jails for individuals highlighted in section 1.2. The Contractor, in providing required services hereunder, shall utilize and maintain a partnership with community provider(s)/individuals that are licensed (LAC, LPC, LCSW or LMFT), who are in good standing with the Department of Regulatory Agencies (DORA), have the ability to provide services within the jail or through televideo options, and have the capacity to provide free or low cost services in the community to inmates upon release.

## **Article 2 Activities & Services**

**2.1 Services.** It is best practice that all jails should be utilizing evidence-based screening tool(s) and practices to screen for any potential mental health and/or substance use disorders and withdrawal, as well as suicide risk.

The Contractor shall:

- a. Provide adequate staff to complete behavioral health screenings, prescribe psychiatric medications as necessary; and provide mental health counseling, substance use disorder treatment and transitional care coordination.
- b. Upon identification of an individual who may be a candidate for JBBS services, a referral by jail staff should be made to a JBBS clinician within 48 hours, or, when the individual is medically cleared to be screened, via the appropriate channels (e.g. inmate kite, email).
- c. Assess all individuals booked into the jail facility for psychiatric medication needs by requesting and reviewing medical and prescription history.



- d. Have access to psychiatric medications, as defined by the medication formulary established pursuant to section 27-70-103 or by their contracted medical provider.
- e. Coordinate services with local community behavioral health providers prior to the release of an inmate to ensure continuity of care following his or her release from the jail.

**2.2 Training and Meetings.** The Contractor shall provide training to improve correctional staff responses to people with mental illness. The Contractor shall determine the amount of training necessary to ensure, at a minimum, a group of trained staff is able to cover all time shifts. The training should provide sufficient opportunities for hands-on experiential learning, such as role play and group problem solving exercises. Cross-training opportunities shall be provided to behavioral health personnel and other stakeholders to help improve cross-system understanding. BHA is able to provide assistance with training the Medical Team staff regarding the MAT services and resources across the state.

a. Program Orientation: The Contractor shall attend a mandatory orientation session with the BHA Program Manager and Fiscal Staff, to be organized by BHA as soon as is practicable execution of the contract.

b. Program Meetings and Required Training: Program meetings and other required training will be scheduled throughout the term of the JBBS Program contract. This includes the JBBS Learning Community, JBBS Round Table, and the JBBS Quarterly Workgroup.

**2.3 Evidence-Based Practices.** The Contractor shall use evidence-based and promising practices within the screening and service delivery structure to support effective outcomes. The use of a risk/need/responsivity (RNR) model is encouraged to assess various factors such as substance use disorders, mental illness, cognitive or physical impairments, financial issues, family dynamics, housing instability, developmental disabilities, low literacy levels, and lack of reliable transportation, all of which may need to be addressed to support success.

**2.4 Individualized Service Provision.** The Contractor shall link individuals referred to the program to community based behavioral health supports and services, as appropriate based on the specific needs of the individual to ensure wraparound services are in place to reduce the risk of the individual returning into the justice system.

### **Article 3 Standards and Requirements**

**3.1 Mental Health Treatment Provider.** The subcontracted mental health treatment provider/individual must be licensed and in good standing with the Department of Regulatory Agencies (DORA). The subcontracted mental health treatment provider(s) must adhere to all rules and regulations set forth by their license and are prohibited from practicing outside their scope of training.

### **Article 4 Deliverables**

**4.1** For Deliverables under this section, please see Part 8 - JBBS Program Deliverables

## **PART FOUR - COMPETENCY ENHANCEMENT (SB 19-223)**

## Article 1

### Purpose & Target Population

**1.1 Purpose.** In May 2019, the Colorado General Assembly passed Senate Bill 19-223; legislation that mandates the provision of interim mental health services for individuals who have been court-ordered for inpatient competency restoration and who are waiting for admission to an inpatient bed. To compensate for these specialty services, SB 19-223 allocates funding to the Jail Based Behavioral Health Services (JBBS) program to address gaps in services in the jail for those with mental health disorders that are awaiting restoration services.

In July of 2022, the JBBS program (including Competency Enhancement Programs) moved to the Behavioral Health Administration (BHA). Because the Office of Civil and Forensic Mental Health (OCFMH) serves as a central organizing structure and responsible entity for the provision of competency restoration education services and coordination of competency restoration services ordered by the court, it was agreed that the JBBS-CEP program should return to the OCFMH.

- a. The jail competency enhancement funding is used to provide interim mental health services to individuals who are in jail and have been court-ordered to the Colorado Department of Human Services (CDHS) to receive competency restoration services.
- b. Funding is also to be used to provide mental health services to individuals who are returning to the jail after receiving restoration services at a CDHS designated inpatient restoration site.
- c. Coordination of services with the Forensic Support Team (FST) and, if assigned, Court Liaisons (Bridges) shall occur when a court order has been received for an evaluation and/or when an individual is identified to be in crisis by the jail at the time of booking or while incarcerated.

**1.2 Target Population.** Adults 18 years of age and older that are awaiting an in-custody competency evaluation, awaiting inpatient competency restoration services, are suspected of becoming incompetent to proceed while in jail, or are returning from a CDHS designated inpatient restoration site after receiving restoration services, and who meet any of the following criteria:

- a. Have a serious and persistent mental health disorder.
- b. Are experiencing acute psychosis or major mood dysregulation.
- c. Have substance use issues, especially if suspicion of intoxication is present.
- d. Have a low IQ or significant cognitive issues, including dementia, or observable and reported symptoms of mental illness.
- e. Have a known previous competency history.
- f. Have a Traumatic Brain Injury (TBI).

## Article 2

### Activities & Services

**2.1 Program Referral.** The Contractor shall refer individuals for competency enhancement services through one of the following ways:

- a. When a client has been ordered by the court to be evaluated for competency, found incompetent to proceed (ITP), and/or when inpatient restoration has been ordered.
- b. Upon return from a CDHS designated inpatient restoration site.
- c. Jail identifies the individual to be in crisis at booking or during the jail stay as defined in section 1.2 Target Population of this statement of work.
- d. Priority should be given to individuals who have been found incompetent to proceed and are awaiting admission to the state hospital. Priority should also include individuals who are awaiting a competency evaluation and are highly acute and/or in crisis.

**2.2 Court Ordered Treatment Level of Care Type.** Taking into consideration the court-ordered competency evaluation, current clinical presentation, any assessment or evaluation, and placement of an individual within the jail, treatment services and contact standards should be based on the following three categories:

a. High Clinical Acuity:

- i. Non-compliant with medication, may require the use of forced medications.
- ii. Meets 27-65 criteria (i.e., threats or attempts at suicide or seriously bodily harm to self; homicidal or violent acts, attempts, or threats towards others; incapable of making informed decisions or providing for own essential needs without supervision placing themselves at risk for substantial bodily harm, aka gravely disabled)
- iii. Placed in a special management unit due to significant medical or behavioral health concerns.
- iv. Significant behavioral concerns including verbal and physical threats or need for physical restraint or other involuntary control methods.
  - 1. Unable or unwilling to perform activities of daily living (i.e., catatonic, immobile, consistently not eating/drinking/bathing)
  - 2. Significant risk behavior (unsafe behaviors, such as those listed above, of any type more than 50% of the time)
  - 3. Client has little or no insight into risks
  - 4. Client with significant/severe cognitive or emotional problems that could be barriers to safer behavior
  - 5. Client who has no understanding of or control of behavior

These individuals are in need of immediate coordination of transfer to a CDHS designated inpatient restoration site or consideration for an alternative means of crisis intervention. They should have daily contact and access to crisis intervention and stabilization services. The Contractor will work with the FST Program Coordinator to appropriately triage admission or alternative intervention.

b. Moderate Clinical Acuity:

- i. Increased or decreased behaviors from either low acuity or high acuity units and/or monitoring
- ii. Generally compliant with psychotropic medication and jail based behavioral health or other resources (under some circumstances may be non-compliant with medications, actively experiencing symptoms of a mental health disorder, but not posing a significant or immediate risk of danger to self or others)
- iii. Housing in the general population or transitioning from a special management unit

- iv. In general population with psychotropic medication compliance decreasing to less than 80% of the time
- v. Temporary medical conditions
- vi. Increased ability or willingness to perform activities of daily living from the previous baseline
- vii. Moderate risk behavior (unsafe behaviors of any type more than 20-50% of the time)
  - 1. Client has a poor understanding of risks
  - 2. Client has mild/moderate cognitive or emotional problems that could be a barrier to safer behavior

These individuals should have daily contact with the jail medical and/or mental health team. Efforts shall be made to assist in the stabilization of these individuals through clinically indicated regular and frequent contact with mental health clinicians. If clinically appropriate, these individuals should be assessed for and offered treatment services. These treatment services should include, but are not limited to, groups, individuals, medication management, crisis intervention, and / or MAT.

- c. Low Clinical Acuity:
  - i. Consistently taking psychotropic medication on their own accord (at least 80% of the time)
  - ii. Ability to and willingness to perform activities of daily living.
  - iii. Placed in the general population or general supervision cell (this may include individuals with cognitive disorders as opposed to severe mental illness)
  - iv. Actively engaging in jail based behavioral health or other resources.
  - v. Occasional risk behavior (client has a fair understanding of risks - unsafe behaviors of any type less than 20% of the time)

These individuals should have daily contact with the medical and/or mental health services team. Efforts shall be made to assist in the stabilization of these individuals through clinically indicated regular and frequent contact with mental health clinicians. If clinically appropriate, these individuals should be assessed for and offered treatment services. These services include, but are not limited to, groups, individuals, medication management, crisis intervention, and / or MAT. Based on clinical acuity, this population may be better suited for outpatient restoration. Competency enhancement program (CEP) should work with and/or refer these individuals to the Forensic Navigator for potential community transition planning. Contractor shall coordinate services with the assigned Forensic Navigator(s).

**2.3 Jail Identified Treatment Level of Care Type.** At booking, the Contractor shall identify individuals that are referenced in section 1.2 "Target Population" and provide treatment services while the individual is awaiting a court hearing. These services include, but are not limited to, groups, individuals, medication management, crisis intervention, and / or MAT. These provisional services are an attempt to intervene and stabilize the identified individual before court-ordered competency is raised.

- a. Jail Booking Screening and Referral. The Contractor shall ensure that individuals are screened within 48 hours from booking and referred for additional treatment services based upon the results of the screens. The Contractor shall employ evidence-based curricula, addressing the following areas listed below. All tools are

subject to approval by the Behavioral Health Administration (BHA) or Office of Civil and Forensic Mental Health (OCFMH):

- i. Substance Use Disorders
- ii. Mental Health Disorders
- iii. Suicide Risk

b. Jail Referral Process. When there is a positive screen for either substance use, mental health, or suicidal ideation, the Contractor shall ensure that the individual is referred for further assessment with a mental health clinician. Further assessment details shall be shared with the assigned Forensic Navigator(s), informing the Navigators when individuals are placed on or taken off safety protocols.

**2.4 Jail Mental Health Evaluation.** The Contractor shall ensure that a mental health evaluation is performed promptly on all individuals that have been identified as the “Target Population” referenced in section 1.2, either through the court-ordered referral process or through the jail-identified process. A jail mental health evaluation shall identify treatment needs while the individual is awaiting court proceedings or a CDHS designated inpatient restoration site bed. Mental Health Evaluations shall be shared with the assigned Forensic Navigator(s).

**2.5 Transition Plan.** The Contractor and assigned Forensic Navigator(s) shall work to ensure that a transition plan is developed with an individual upon transition to a OCFMH designated inpatient restoration facility. The transition plan and report shall outline the following:

- a. Mental health diagnosis
- b. Level of Care type (if applicable)
- c. Current mental health presentation:
  - Symptoms
  - Medication adherence
  - Behaviors
  - Suicidal/homicidal ideations
- d. Prescribed psychotropic medications
- e. Any identifiable cognitive impairment(s)
- f. Treatment services received in jail
- g. Copy of the initial plan of care
- h. Placement within the jail
- i. Information related to community transition plans including emergency contacts and any pending community referrals
- j. Any known medical conditions

**2.6 Discharge Plan.** Upon the individual’s return from an CDHS designated inpatient restoration site, the Contractor shall save a copy of the individual’s discharge plan within the same day that individual returns. Once a copy is received, the Contractor shall ensure follow-up care is provided, according to that plan, within 24 hours upon return, as well as provide continual treatment services until the person is released from jail. The Contractor should make every attempt to continue the individuals on the prescribed course of treatment to include prescribed medications. Medications should not be altered solely based on cost or philosophy. Treatment courses should only be changed if medically or clinically indicated.

**2.7 Outpatient Restoration Plan.** When the Contractor becomes aware that a client’s

competency and/or clinical status has improved (due to jail based behavioral health services, sobriety, or medication management), the Contractor shall work in collaboration with the Forensic Navigator to identify community supports and/or existing protective factors that would aid in a community transition/re-entry.

**2.8 Information Sharing.** The Contractor is expected to provide regular and frequent updates to the assigned Forensic Navigator(s). These updates should include clinical presentation, housing placement within the jail, medication compliance and adherence, assessment and evaluation information, information related to transition planning, medical condition information, disciplinary/conduct information, and attempted interventions to address unmanaged symptoms.

**2.9 Critical Incidents.** The Contractor shall report any critical incidents to the assigned Forensic Navigator(s) via email or telephone immediately and no more than 24 hours after the event. Critical incidents include but are not limited to: death, suicide attempt, suicide completion, escape, injury to self or others, assault on staff, sexual assault, and significant medical emergency resulting in hospitalization.

**2.10 Staff Coverage.** The Contractor will ensure that appropriate staff coverage is available (back up clinicians, etc....) in order to cover unplanned absences or leave.

**2.11 Pre-Restoration Education.** The contractor will work with the FST to identify individuals who may be eligible for pre-restoration education. Pre-restoration education will be reserved for individuals who have been found incompetent to proceed, are awaiting admission to inpatient competency restoration, are deemed by the FST and JBBS as having moderate to low clinical acuity, are involved and engaged in jail-based treatment, and have barriers to bond.

## **PART FIVE - PRE-SENTENCE REENTRY COORDINATOR SERVICES**

### **Article 1 Purpose & Target Population**

**1.1 Purpose.** In July 2019, the Behavioral Health Administration (BHA) was granted funds by the Correctional Treatment Fund Board for Pre-sentence Reentry Coordinator position(s) in select jails. This program shall provide services to individuals at county jails who are in need of behavioral health treatment and are on pre-sentence status.

- a.** These positions will work to enhance and improve care coordination for individuals in County Jails with shorter incarcerations (actual length to be determined by individual jails), which may prevent them from receiving more meaningful interventions by behavioral treatment staff.
- b.** These positions are responsible for facilitating communication and collaboration between judicial and behavioral health systems.

**1.2 Target Population.** Adults 18 years of age and older, that are residing in the jail awaiting sentencing. Priority should be given to those identified to be a high jail utilizer.

### **Article 2**

## Activities & Services

**2.1 JBBS Pre-Sentence Reentry Coordinator Services.** The Contractor shall refer individuals to behavioral health services, after the booking process is complete and specific needs of the individual are identified, to ensure wraparound services are in place to reduce the risk of the individual returning into the justice system. Below is a list of services Contractor shall provide:

- a. Behavioral Health Screening:** The Contractor shall coordinate with the existing jail processes to identify the population that will have a shorter length of stay within the jail and who screen positive for a substance use disorders, co-occurring mental health and substance use disorders, and/or are identified to be a suicide risk.
- b. High Jail Utilizers:** The Contractor shall identify individuals that have three or more arrests in the past year, and shall be a priority population to receive services to target the needs.
- c. Brief Intake Assessment.** The Contractor shall provide a brief intake to assess immediate behavioral health needs within 48 hours. BHA recommends using the Risk Need Responsivity Model  
[https://tools.gmuace.org/files/RNR\\_Practitioner\\_Pub\\_FINAL\\_2.12.13.pdf](https://tools.gmuace.org/files/RNR_Practitioner_Pub_FINAL_2.12.13.pdf)
- d. Open Referral Process.** The Contractor shall facilitate an open referral process with inmates where transitional resource packets are shared, reviewed and completed. The JBBS Pre-sentence Reentry Coordinator shall make referrals and coordinate services with licensed or certified behavioral health professionals, prior to the release of an inmate, to ensure continuity of care. The JBBS Pre-sentence Reentry Coordinator shall make referral appointments based upon need and provide the appointment date to the individual before release.
- e. Intervention/Therapy.** The Contractor shall offer brief intervention and/or therapy to inmates as necessary.
- f. Coordinate Referral Information.** The Contractor shall coordinate with community entities as applicable (i.e., pre-trial, probation, community corrections, therapeutic communities) to ensure the supervision entities are made aware of the individual's assessed needs and scheduled appointments. This position will also partner with Bridges Court Liaisons and Forensic Navigators, if applicable, to identify the competency population and link individuals to the necessary programming and services.

## 2.2 Service Provision

- a.** A list of high jail utilizers should be run every five to seven days. Based on this list, review those who wouldn't qualify for pre-sentence reentry coordination services. This could include Department of Corrections holds, out of county warrants, high profile murder charges.
- b.** Once that list is reviewed, the PSC should meet with those individuals to identify their needs. We suggest using the Risk-Need Responsivity Simulation Tool.  
[https://tools.gmuace.org/files/RNR\\_Practitioner\\_Pub\\_FINAL\\_2.12.13.pdf](https://tools.gmuace.org/files/RNR_Practitioner_Pub_FINAL_2.12.13.pdf)
- c.** Based on the information gathered through this tool (and other information where applicable), the PSC should be creating a discharge packet that goes into the inmates property that should be given to them upon their release.
- d.** A discharge plan should include (but is not limited to) referral/resource information for the following categories: mental health services, medication, substance abuse services, medication assisted treatment, health care/medical

services, benefits, food, clothing, transportation, housing, identification needs, employment, and disability income resources.

e. If an individual will be fully engaging in JBBS services, additional screens for Mental Health, Substance Use Disorder, Trauma and TBI should be completed.

f. If the inmate wants their discharge plan shared with any of the referral community agencies, they will need to sign an ROI. If they don't want it shared, there is no need for an ROI.

g. If an individual is sentenced, it is expected that the PSC helps them with appointments in the community prior to their release. This can also include working with attorneys, probation officers, or parole officers to gain acceptance to sober living or treatment programs. If a client reports opiate use, they should be referred to medical for the appropriate MAT services.

h. Seek partnerships with the Regional Accountable Entity (RAE) to ensure referrals are made in a timely manner with community treatment providers.

**2.3 Data Accessibility.** The Pre-Sentence Reentry Coordinator position shall be given access to, receive training on, and be able to utilize the data in the Jail Management System (JMS). The purpose of the JMS access is to target the high jail utilizers.

**2.4 Data Entry.** All discharge plans/notes are entered under the services tab as "Community Resources and Access". Any additional follow up should be entered under the services tab utilizing the drop down option that most closely represents what you're working with them on.

**Article 3  
Deliverables**

**3.1** For Deliverables under this section, please see Part 8 - JBBS Program Deliverables

**PART SIX - JAIL MEDICATION ASSISTED TREATMENT**

**Article 1  
Purpose & Target Population**

**1.1 Purpose.** Treatment of individuals with substance use disorders who come into contact with the criminal justice system. Jails that receive funding through the jail-based behavioral health services program are to allow medication-assisted treatment to be provided to individuals in the jail. Jails must have services involving consideration for Fentanyl/Carfentanyl related substances, and provide 8 mg of Naloxone at release (this can be two 4mg Narcan or one 8mg Kloxxado). The jail may enter into agreements with community agencies and organizations to assist in the development and administration of medication-assisted treatment. "Medication-assisted treatment" or "MAT" means a combination of behavioral therapy and medications approved by the Federal Food and Drug Administration to treat SUD disorders.

**1.2 Target Population.** 18 years of age and older, residing in county jail(s), SB 19-008 enacts policies related to the involvement of persons with substance use disorders in the criminal justice system.



**Article 2  
Activities & Services**

**2.1 Provision of Medication-Assisted Treatment.** Contractor shall hire technical assistance (“TA”) providers to support MAT programs in their facility. Technical assistance includes development and implementation of medication-assisted treatment, approval of prescribers by the United States Drug Enforcement Agency, other appropriate withdrawal management care, and assistance with identifying bulk purchasing opportunities for necessary services.

The facility shall offer medication approved by the federal Food and Drug Administration that are approved to treat opiate use disorder, which must include agonists, partial agonists, and antagonists, to a person in custody with an opiate use disorder. The person, in collaboration with the treating provider, must be given a choice concerning what medication is prescribed, based on the facility’s medication formulary.

The Contractor or designee, shall be responsible for documenting individual-level MAT services provided, including date of service, type of service, duration of service, specific MAT medication provided, frequency of dosage, and any additional applicable information.

Contractors engaging in MAT treatment shall expand access to care for persons who are incarcerated with substance use disorder (SUD) through the following activities:

- a. Have a policy in place for the provision of Medication-Assisted Treatment (MAT) and how it will be implemented. A copy of this policy will be provided to BHA/JBBS Program Manager, before MAT services are provided. See Part Eight, Article 1.5 for more details on how this needs to be submitted.
- b. Identify program appropriate individuals via screening.
- c. Link persons with SUD with a community based clinical care provider.
- d. Initiate MAT for SUD and retain in MAT/optimize retention to MAT while in jail.
- e. Provide patient education surrounding SUD and the types of treatment available in their community.
- f. Develop and routinely review individualized treatment plans.
- g. Have fentanyl related considerations for withdrawal management.
- h. Provide overdose reversal medication at release (this can be two 4mg Narcan or one 8mg Kloxxado).

**2.2 Allowable Expenses.** The following are allowable expenses in the provision of MAT services, reimbursable in accordance with the BHA-approved rate schedule or prior authorization from JBBS Program Manager. For a full list of allowable medications, please see the “medications” section in Exhibit B-3

- a. Fee for service agreements with Contractors for treatment, medical staff, and medications.
- b. Required medications, handled subject to Controlled Substance / Medication Assisted Treatment licensing requirements, including medications for overdose reversal such as Naloxone or Kloxxado.
- c. DEA licensing services.
- d. Temporary or Permanent staffing services for positions related to the implementation of MAT services. These could be both sworn and civilian positions.

- e. Small facility and equipment upgrades related to MAT, per JBBS program manager approval.
- f. Training and staff development for MAT. Invoice requests are due to BHA as expenses are incurred. Only one month's expenses are allowed per invoice.
- g. Technical assistance.
- h. Training services for jail staff as it relates to MAT.
- i. Consultation services for jail staff and community providers as it relates to MAT.
- j. Advertising, marketing or public relation services regarding MAT services.
- k. Human Services collaboration as it pertains to Medicaid enrollment prior to release from jail.
- l. Translation services for those receiving MAT services when needed.
- m. Delivery of MAT medications.
- n. Community re-entry services as related to MAT services

**Article 3  
Standards and Requirements**

**3.1 Program Policies and Plans.**

- a. Contractor shall adhere to the policy or plan for its jail submitted to satisfy the deliverable described in Part Eight, Article 1.5.
- b. A Sheriff who is the custodian of a county jail or city and county jail may enter into agreements with community agencies, behavioral health organizations, and substance use disorder treatment organizations to assist in the development and administration of medication-assisted treatment in the jail.

**3.2 License Requirements.**

- a. Providers licensed as an opioid medication assisted treatment (OMAT) program shall adhere to 2 CCR 502-1 Behavioral Health Rules regarding 21.320: Opioid Medication Assisted Treatment (OMAT).
- b. Providers handling controlled substances shall adhere to 2 CCR 502-1 Behavioral Health Rules regarding 21.300: Controlled Substance License Requirements, which includes direction on the safe storage and handling of controlled substances.

**3.3 Level of Program/Care.** OMAT provider facilities shall meet ASAM Level 1 Outpatient Treatment or 2.1 Intensive Outpatient level of care.

**Article 4  
Deliverables**

**4.1** For Deliverables under this section, please see Part 8 - JBBS Program Deliverables

**PART SEVEN - JBBS TECHNICAL ASSISTANCE (HB 22-1326)**

**Article 1  
Purpose & Target Population**

**1.1 Purpose.** For those county jails who choose to accept SLFRF funds as it pertains to HB22-1326, the State of Colorado, Behavioral Health Administration (BHA) in cooperation with JBBS (Jail Based Behavioral Health Services) program, will assist county jails in meeting the requirements set forth by this legislation as it pertains to Medication Assisted Treatment (MAT) technical assistance provided to jails. County jails may enter into agreements with community agencies and organizations to assist in the development and administration of medication-assisted treatment.

This technical assistance is a menu of options for different technical assistance elements needed for jails including but not limited to: consulting related to staffing necessary to provide MAT services, including jail operations staff, medical staff, and behavioral health staff. This technical assistance should also include options as to what services are available to offenders upon their release from custody.

Those who will be assisted by the technical assistance are local county detention facilities (jails) throughout the state of Colorado. The state of Colorado has 64 counties, however, not all 64 counties have jails. The JBBS program is currently being offered in 49 county jails. Jail population sizes vary by county, with the largest populations being housed in the seven county Denver metro area jails.

**1.2 Target Population.** Colorado County Jails participating in the Jail Based Behavioral Health Services program with the Behavioral Health Administration annually contracting with the state of Colorado to receive these funds for the provision of jail based behavioral health services have access to these funds through their contracts.

## **Article 2 Definitions and Acronyms**

**Behavioral Health Administration (BHA)** represents one of Colorado's many steps towards strategic investments in improving the behavioral health system. The BHA is a new cabinet member-led agency, housed within the Department of Human Services, designed to be the single entity responsible for driving coordination and collaboration across state agencies to address behavioral health needs.

**Drug Enforcement Agency (DEA)** enforces the controlled substances laws and regulations of the United States and brings to the criminal and civil justice system of the United States, or any other competent jurisdiction, those organizations and principal members of organizations, involved in the growing, manufacture, or distribution of controlled substances appearing in or destined for illicit traffic in the United States; and to recommend and support non-enforcement programs aimed at reducing the availability of illicit controlled substances on the domestic and international markets.

**Jail Based Behavioral Health Services (JBBS)** The Jail Based Behavioral Health Services (JBBS) Program has been operational since October 2011 with funding from the Correctional Treatment Cash Fund pursuant to C.R.S.18-19-103 (5)(c)(V). The goal of the JBBS Program is to provide appropriate behavioral health services to inmates while supporting continuity of care within the community after release from incarceration.

**Medication Assisted Treatment (MAT)** is the use of medications, in combination with counseling and behavioral therapies, to provide a "whole-patient" approach to the treatment

of substance use disorders. Medications used in MAT are approved by the Food and Drug Administration (FDA) and MAT programs are clinically driven and tailored to meet each patient's needs.

### **Article 3 Activities and Services**

**3.1 Expanded Provision of Medication-Assisted Treatment Through Technical Assistance.** Contractors engaging JBBS funding shall access technical assistance to expand access to care for persons who are incarcerated with substance use disorder (SUD) through the following activities:

**a.** Contractor shall utilize technical assistance for the Development and Implementation of Medication-Assisted Treatment (MAT)

**b.** Contractor shall hire technical assistance ("TA") providers to support MAT programs in their facility to address:

- i. Medication availability within the community.
- ii. Identifying bulk purchasing options for MAT related services.
- iii. DEA licensing services.
- iv. Temporary or Permanent staffing services for positions related to the implementation of MAT services. These could be either sworn and civilian positions.
- v. Training services for jail staff as it relates to MAT.
- vi. Consultation services for jail staff and community providers as it relates to MAT.
- vii. Advertising, Marketing or Public Relations services regarding MAT services.
- viii. Human Services collaboration as it pertains to Medicaid enrollment prior to release from custody.
- ix. Translation services when needed as it pertains to MAT.
- x. Delivery of MAT medications.
- xi. Community re-entry services for offender transition

**c.** Contractor shall provide a **work plan** outlining the jail's intended use for the TA funding no later than 30 days from the date this amendment is executed.

**d.** Contractor shall submit a **policy** of the Jail's MAT protocols and procedures for the facility outlining the services and medications offered no later than 30 days from the date this amendment is executed to [cdhs JBBS@state.co.us](mailto:cdhs JBBS@state.co.us). A copy of this policy will be provided to BHA before MAT services are provided. The policies will also include guidelines for nonmedical evaluations, including timelines for performing a subsequent medical evaluation.

**e.** Contractor shall provide appropriate and best-practice withdrawal management care to incarcerated individuals as necessary

**f.** Contractor shall develop community partnerships with necessary providers to link persons with SUD with an approved community-based clinical care provider.

**g.** Contractor shall provide patient education surrounding SUD/MAT/ODD and the types of treatment available in their community.

**3.2 Allowable Expenses.** The following are allowable expenses in the provision of the services above specific to this Part, reimbursable in accordance with the BHA-approved rate schedule.

- a. Purchase technical assistance services identified in 3.1(b) above.
- b. Provide staff development and training regarding Medication-Assisted Treatment, Substance Use Disorder, and Opioid Use Disorder to fulfill requirements of HB 22-1326.
- c. Fee for service agreements with contractors for treatment, medical staff, and medications.
- d. Required medications, handled subject to Controlled Substance / Medication Assisted Treatment licensing requirements, including medications for overdose reversal such as Naloxone.
- e. Jail payroll expenses for interventions, medical staff, and medications.

## **PART EIGHT - JBBS PROGRAM DELIVERABLES**

### **Article 1**

#### **1.1 Deliverables for All JBBS Programs**

**a. JBBS Work Plan.** Using the JBBS Statement of Work, the Contractor is required to design a work plan based on the five criteria listed below. The Annual Work Plan should specify the following information for each service in which the Contractor will participate in. See JBBS Work Plan Template at the end of this document.

**b. Annual Report.** The Contractor shall submit to the State the previous year's Annual Report by EOB July 31, utilizing the JBBS Reporting Template provided by BHA. The Contractor shall submit this report via email to [cdhs\\_jbbs@state.co.us](mailto:cdhs_jbbs@state.co.us)

**c. JBBS Database Reporting.**

i. The Contractor or designated subcontractor shall complete all applicable data fields in the JBBS (Civicore) Database using the following URL: <https://fw.civicore.com/jbbs> or another data system as prescribed by BHA. All data entry shall be updated on an ongoing basis, and must reflect current individual enrollment and services provided by the 15th of each month following the month when the service was provided.

ii. Data Entry shall include:

- a. Basic individual demographic and working diagnosis information.
- b. Booking date (date that the individual was booked into jail).
- c. Screening date and results (Mental Health, Substance Use, Traumatic Brain Injury, Trauma, and Suicidality) for all individuals who screen "positive" for a mental health disorder or substance use disorder.
- d. Admission date (date that individual began receiving JBBS services).
- e. If applicable, results of Level of Supervision Inventory (LSI/LSI-R) risk assessment (recommended for individuals admitted to the JBBS program who are in jail more than 30 days).
- f. Individual-level services provided (date of service, type of service, duration of service, and any additional applicable information), including any Medication Assisted Treatment services provided (date

of service, duration of service, type of MAT service, specific MAT medication, and any other applicable information, including frequency of dosage).

- g. Date, duration, and participants who attended for treatment or case management group sessions.
- h. Discharge date and type (unsuccessful discharge or successful discharge, depending on whether the individual is actively participating in the JBBS program at the time of discharge). BHA utilizes discharge and admission dates to approximate sentence length and measure progress toward shortening sentence lengths.
- i. Date tracked and treatment status in the community, tracked at month 1, month 2, month 6, and month 12 after discharge.
- j. The Contractor or Contractor's designated subcontractor shall complete Drug Alcohol Coordinated Data System (DACODS), Colorado Client Assessment Records (CCAR), and Encounters - or other BHA prescribed data system records, according to the following schedule:
  - a. Encounters are due by the last business day of each month for all services provided during the previous month.
  - b. CCARs are due by the last business day of the month following the admission, annual update, or discharge of a client.
  - c. DACODS are due by the 15th of the following month for admissions into, and discharges from, JBBS services. See the latest version of the Finance & Data Protocol Protocol #1 Special Studies Codes and Eligibility for more details.

**d. Workgroup Attendance.** BHA facilitates JBBS Program Meetings every other month. The Contractor shall ensure that a representative from each jail participates in the meetings. The representative(s) who attends the meetings shall be responsible for relaying the information discussed during the meetings to the rest of the Contractor's program organizational structure.

**e. Critical Incidents.** The Contractor shall ensure any critical incident involving a JBBS client that occurs within the jail, is documented and shared with the Behavioral Health Administration via an encrypted email to [cdhs\\_ci\\_bha@state.co.us](mailto:cdhs_ci_bha@state.co.us), within 24 hours of the time the incident occurs. It is recommended that the Contractor include this reporting requirement in all subcontractor agreements. The documentation should include the following:

- i. Date and time of incident.
- ii. Location of the incident.
- iii. The nature of the incident.
- iv. How the incident was resolved.
- v. Name[s] of staff present.
- vi. Whether the incident resulted in any physical harm to the participant or any staff.

**f. Copy of Proposed Subcontract.** The Contractor shall provide to BHA a copy of any proposed subcontract between the Contractor and any potential provider of services to fulfill any requirements of this Contract, to [cdhs\\_jbbs@state.co.us](mailto:cdhs_jbbs@state.co.us) within 30 days of subcontract execution. The subcontract will be evaluated to ensure it is in compliance with the maximum rates established in the Annual Budget document provided by BHA.

**g. Site Visits.** The JBBS Program Manager(s) may conduct site visits for the purpose of providing technical assistance support and quality assurance monitoring of the program on a periodic/as needed basis.

**h. Monthly Contract Monitoring Tool.** The Contractor shall submit a completed contract monitoring tool to their assigned JBBS program manager no later than the 20th of the month with the prior months information. JBBS program managers will update this internally.

**i. Plan of Action.** Contractors who do not meet the deliverables above, or any additional deliverables listed below, for which they have been provided funding, shall be asked to submit a plan of action to improve program performance for the current or next fiscal year.

**j. Monthly BHA Invoice.** Invoices will be submitted to [cdhs\\_bhpayment@state.co.us](mailto:cdhs_bhpayment@state.co.us) by the 20th of the following month. Only one month's expenses are allowed per invoice. Supporting documentation will only be required in the event of an audit, but these records should be maintained by the Contractor.

**k. Spending Projection Plan.** If a contractor is underspent by greater than 40% of their budget by mid fiscal year (Nov 30), Contractor shall submit a spending projection plan. Failure to submit the spending plan and failure to effectively utilize funding could result in reduction in the current year budget.

**l. Behavioral Health Screenings:**

- i. Individuals involved in the JBBS program are required to complete an evidence based behavioral health screen for each of the following five categories: Substance Use Disorder, Mental Health, Suicide, Trauma and Traumatic Brain Injury. This information should be used to formulate a comprehensive treatment plan to include appropriate referrals.
- ii. For individuals who are admitted to the JBBS program and are in custody more than 30 days, it is *recommended* that a Level of Supervision Inventory (LSI/LSI-R) risk assessment be completed.

**1.2 Additional Deliverables Related to Pre-Sentence Reentry Coordinator Services**

**a. Data Entry.** The Contractor or designated subcontractor shall complete all applicable data fields in the JBBS (Civicore) Database or another data system as prescribed by BHA. All data entry shall be updated on an ongoing basis, and must reflect current individual enrollment and services provided by the 15th of each month following the month when the service was provided. In addition to the data reporting requirements outlined in Part 8, Article 1, Section 1.1, Subsection c, above, the following additional data related to Pre-Sentence Reentry shall be collected:

- i. Whether the individual is pre-sentence at time of admission (checkbox in JBBS (CiviCore) Database).

**1.3 Additional Deliverables Related to Jail Medication-Assisted Treatment**

**a. Organizational Structure.** All Contractors participating in JBBS shall determine and provide an organizational structure designed to facilitate and promote effective MAT program administration. Describe the use of evidence based best practices for coordination of care for identified inmates. This report is due via email to [cdhs\\_jbbs@state.co.us](mailto:cdhs_jbbs@state.co.us) by August 1 annually.

**b. Policies.** Prior to MAT services being delivered, the Contractor shall provide BHA a written policy for their intended Jail MAT service delivery method, via email

to [cdhs\\_jbbs@state.co.us](mailto:cdhs_jbbs@state.co.us). Contact JBBS Program Manager for additional information on creating MAT policies.

**c. Barrier Reports.** If Contractor does not deliver any part of these deliverables, Contractor shall submit a report detailing the barrier(s) Contractor is experiencing that have prevented the service delivery. Describe the capacity or efforts needed to get the jail into compliance, including but not limited to withdrawal management, screening, and coordination of care for inmates identified for MAT. The report is due via email to [cdhs\\_jbbs@state.co.us](mailto:cdhs_jbbs@state.co.us) by August 1 annually.

**d. Work Plan and Budget Submission/Approval.** In order to access MAT funds, Contractor must submit a work plan selecting an MAT tier and describing how the funds will be used. If Contractor’s proposed budget exceeds the soft cap described in its tier (described in Part Six, article 3.5 above), Contractor shall provide an initial budget to the BHA JBBS Program Manager with Contractor submission of the work plan. BHA JBBS Program Manager will respond with an approval, a request for more information, or a rejection with cause. Budgets in excess of the proposed soft cap must be approved in advance in writing by the BHA JBBS Program Manager. Contractors with ongoing MAT programs must submit the workplan and budget by June 1 annually for the upcoming state fiscal year (beginning July 1). Contractors beginning new MAT programs must submit the workplan and budget prior to commencing services billed to this fund. Contractor work may not commence until the work plan and budget are approved by the BHA JBBS Program Manager.

**e. Data Entry.** The Contractor or designated subcontractor shall complete all applicable data fields as outlined in Part 8, Article 1, Section 1.1, Subsection c, above. Data shall be entered in the JBBS (Civicore) Database or another data system as prescribed by BHA. All data entry shall be updated on an ongoing basis, and must reflect current individual enrollment and services provided by the 15th of each month following the month when the service was provided.

**1.4 Additional Deliverables Related to JBBS TECHNICAL ASSISTANCE (HB 22-1326)**

**a. Work Plan.** Contractor shall provide a work plan outlining the jail’s intended use for the TA funding for no later than 30 days from the date this amendment is executed. If jails decline the funding, a written explanation will be provided by 30 days from when this amendment is executed.

**1.5 MAT Reporting Metrics Related to JBBS TECHNICAL ASSISTANCE (HB 22-1326)**

- a. Number of Individuals Served** - Number of unduplicated incarcerated individuals who have received MAT services (medication or service) under the JBBS umbrella. This metric will be reported quarterly effective July 1, 2023.
- b. Medication Compliance** - Number of individuals who have engaged in Jail-MAT services under the JBBS umbrella, who have successfully transitioned to a provider for further treatment or ongoing evaluation for MAT services, including community-based or Department of Corrections settings. This metric will be reported quarterly effective July 1, 2023.
- c.** A template will be provided to each participating jail and will be requested on a quarterly basis by JBBS Program Manager(s).

**Table 1**

**Below is the deliverables table required by BHA, for each JBBS related service.**



<b>Program</b>	<b>Deliverable</b>	<b>Due Date</b>	<b>Responsible Party</b>	<b>Deliver to</b>
All	Provide annual work plan	By EOB May 1, for the following fiscal year	Contractor	<a href="mailto:cdhs_jbbs@state.co.us">cdhs_jbbs@state.co.us</a>
All	BHA invoice	By 20th of following month for previous month's expenses	Contractor	<a href="mailto:cdhs_BHApayment@state.co.us">cdhs_BHApayment@state.co.us</a>
All	Report critical incidents	Within 24 hours of incident	Contractor	<a href="mailto:cdhs_ci_BHA@state.co.us">cdhs_ci_BHA@state.co.us</a>
All	Provide JBBS annual report	By EOB July 31 of the current year	Contractor	<a href="mailto:cdhs_jbbs@state.co.us">cdhs_jbbs@state.co.us</a>
All	Workgroup attendance	Quarterly	Contractor	Locations TBD
All	Send BHA copy of vendor(s) subcontract(s)	Within 30 days of contract being signed	Contractor	<a href="mailto:cdhs_jbbs@state.co.us">cdhs_jbbs@state.co.us</a>
All	Site Visits	Ongoing / as needed	BHA	Locations TBD
All	Contract Monitoring Tool	Ongoing, by the 20th of each month for all services provided during the previous month	Contractor	JBBS Program Manager
Pre-sentence Reentry	Data entry specific to Pre-Sentence	Ongoing, by the 15th of each month for	Contractor or designated subcontractor	<a href="#">JBBS Civicore Database</a> <a href="#">Jail Based Behavioral Health Services</a>

Coordinator Services	Reentry Coordinator Services	all services provided during the previous month		
MAT	Organizational structure	August 1 (annually)	Contractor	<a href="mailto:cdhs_jbbs@state.co.us">cdhs_jbbs@state.co.us</a>
MAT	MAT Policies	Prior to MAT services being delivered	Contractor	<a href="mailto:cdhs_jbbs@state.co.us">cdhs_jbbs@state.co.us</a>
MAT	Barrier Reports	August 1 (annually)	Contractor	<a href="mailto:cdhs_jbbs@state.co.us">cdhs_jbbs@state.co.us</a>
MAT	Work Plan and Budget Submission/ Approval	Within five (5) business days of plan submission	Contractor	<a href="mailto:cdhs_jbbs@state.co.us">cdhs_jbbs@state.co.us</a>
MAT	Data Entry Specific to MAT	Ongoing, by the 15th of each month for all services provided during the previous month	Contractor or designated subcontractor	<a href="#">JBBS Civicore Database</a> <a href="#">Jail Based Behavioral Health Services</a>
JBBS MAT TA (HB 22-1326)	Work Plan and Budget Submission/ Approval	Within five (5) business days of plan submission	Contractor or designated subcontractor	<a href="mailto:cdhs_jbbs@state.co.us">cdhs_jbbs@state.co.us</a>

### JBBS Work Plan

#### 1. Identify the Project Name, Purpose and Timeline

- i. The Project Name will be either JBBS/Substance Use Disorder Treatment, JBBS/Mental Health Treatment, JBBS/Pre-Sentence Coordinator, or JBBS/Medication Assisted Treatment (MAT).
- ii. The Purpose will include what you hope to accomplish by providing JBBS services in your facilities.
- iii. The Timeline will be July 1, 2023 - June 30, 2024

#### 2. Put Your Work Plan Into Context

- i. This should include an introduction and background of the facility's JBBS program.
- ii. Write an introduction and background to better outline why you need this project to happen - *Creating context and establishing the problem, helps explain why you need the solution.* Examples could

include an increase in substance abuse usage, increase in mental health disorders, increased jail population, high recidivism rates, Colorado state statute requirements, etc...

iii. Describe the overall goal of the JBBS program. Examples can include who is eligible for services, how will referrals to the program be made, what are the admission criteria, how services will be provided, etc...

iv. If the facility is a new JBBS program, please include a brief summary of how and why JBBS services will be implemented into your facility, and what you hope to gain from this program.

3. **Establish Your Goals and Objectives:** Goals and objectives should be developed in an integrated, multi-disciplinary fashion, which includes the active and ongoing participation of the offender, jail staff and community providers. Examples could include:

i. What are / will be, the assessments and screenings between subcontracted treatment provider agencies?

ii. How will you interface with other agencies serving persons with substance use disorders or co-occurring mental illnesses, (i.e., community mental health centers, substance use disorder treatment programs, service programs for Veterans, community service agencies, and other licensed clinicians in private practice), to meet individuals' treatment needs?

iii. What is the service array available within the community to program participants upon their release from jail, OR, if there are limited services available in your area, highlight this as a potential barrier.

iv. Which recovery support services (RSS) are most needed in your community and/or catchment area and how will the provider or Sheriff's Department use a portion of their budget to meet these needs?

v. What security protocol and reporting requirements are expected from the treatment provider?

vi. What is the current capacity or efforts to screen all individuals booked into the jail facility for mental health, suicidality and substance use histories and needs?

vii. What are/will be, the continuum of services being offered, pursuant to this Contract based on evidence based curricula?

viii. What will the frequency and duration of services offered look like? Discuss the availability of services during the week and hours of operation, as well as include a breakdown of staff time (FTE) allocated to the program, credentials and general duties of each position.

4. **Define and Coordinate Your Resources:**

i. Determine and provide an organizational structure designed to facilitate and promote effective administration of the JBBS program (should include jail staff as well as any subcontracted staff).

ii. Describe how you plan to link offenders with community services upon their release from custody.

5. **Understand Your Constraints:** Are there any obstacles that are going to get in the way of providing these services?

- i. Examine if there are any barriers to treatment within the jail? Within the community?
  - ii. If so, it is possible to address these and, if so, how do you plan to do that?
6. **Discuss Risks and Accountability:** Here you will highlight any foreseeable risks to the program, as well as who will be accountable for each aspect of the program.
- i. Activities, services, budgets, plans, timelines, goals, and outcome measures included in the Work Plan shall be interpreted as being material contractual performance requirements, outcomes, measures, and contract deliverables of the Contractor.

The work plan, once approved by BHA, shall be incorporated into this Contract by reference as work requirements of the Contractor supplemental to Contractor work requirements under the current Contract Exhibit A, Statement of Work, as amended. Please use the template provided below to complete your work plan.

## **Jail Based Behavioral Services (JBBS) Program Work Plan Template**

Using the JBBS Statement of Work, please design a work plan based on the five (5) criteria listed below. The Annual Work Plan should specify the following information for each service *in* which the Contractor (jail) will participate in:

### **1. Identify the Project Name, Purpose and Timeline**

- The Project Name ( \_\_\_ County JBBS)
- The Purpose
- The Timeline will be July 1, 2023 - June 30, 2024

### **2. Put Your Work Plan Into Context:**

- It is here where you will write an introduction and background of your JBBS program
- Write an introduction and background to better outline why you need this project to happen - *Creating context and establishing the problem, helps explain why you need the solution!*
  - \* Examples could include an increase in substance abuse usage, increase in mental health disorders, increased jail population, high recidivism rates, Colorado state statutes requirements, etc...
- Describe the overall goal of the JBBS program

\* Examples can include who is eligible for services, how will referrals to the program be made, what are the admission criteria, how services will be provided, etc...

- If your facility is a new JBBS program, please include a brief summary of how and why JBBS services will be implemented into your facility, and what you hope to gain from this program

**3. Establish Your Goals and Objectives:** Goals and objectives should be developed in an integrated, multi-disciplinary fashion, which includes the active and ongoing participation of the offender, jail staff and community providers. Examples could include:

- What are / will be, the assessments and screenings between subcontracted treatment provider agencies?
- How will you interface with other agencies serving persons with substance use disorders or co-occurring mental illnesses, (i.e., community mental health centers, substance use disorder treatment programs, service programs for Veterans, community service agencies, and other licensed clinicians in private practice), to meet individuals' treatment needs?
- What is the service array available within the community to program participants upon their release from jail, OR, if there are limited services available in your area, highlight this as a potential barrier.
- Which Recovery Support Services (RSS) are most needed in your community and/or catchment area and how the provider or Sheriff's Department will use a portion of their budget to meet these needs?
- What security protocol and reporting requirements are expected from the treatment provider?
- What is the current capacity or efforts to screen all individuals booked into the jail facility for mental health, suicidality and substance use histories and needs?
- What are/will be, the continuum of services being offered, pursuant to this Contract based on evidence based curricula?
- What will the frequency and duration of services offered look like? Discuss the availability of services during the week and hours of operation, as well as include a breakdown of staff time (FTE) allocated to the program, credentials and general duties of each position.

#### **4. Define and Coordinate Your Resources**

- Determine and provide an organizational structure designed to facilitate and promote effective administration of the JBBS program (should include jail staff as well as any subcontracted staff)
- Describe how you plan to link offenders with community services upon their release from custody

**5. Understand Your Constraints:**

- Are there any obstacles that are going to get in the way of providing these services?
- Examine if there are any barriers to treatment within the jail? Within the community?
- If so, it is possible to address these and, if so, how do you plan to do that?

**6. Discuss Risks and Accountability:** Here you will highlight any foreseeable risks to the program, as well as who will be accountable for each aspect of the program.



# COLORADO

## Behavioral Health Administration

### EXHIBIT B-2, FY24 ANNUAL BUDGET

<b>BHA Program</b>	JBBS
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This contract will be paid in advance terms as shown in Exhibit A, Part One, Article 4.

<b>Agency Name</b>	Huerfano County
<b>Budget Period</b>	July 1, 2023 - June 30, 2024
<b>Project Name</b>	JBBS

<b>Program Contact, Title</b>	Melanie Bounds, Office Coordinator
<b>Phone</b>	719-738-3000 x210
<b>Email</b>	<a href="mailto:mbounds@huerfanco.us">mbounds@huerfanco.us</a>
<b>Fiscal Contract, Title</b>	Carl Young, Financial Admin
<b>Phone</b>	719-738-3000 X110
<b>Email</b>	<a href="mailto:cyoung@huerfanco.us">cyoung@huerfanco.us</a>
<b>Date Completed</b>	April 24, 2023

SERVICE CATEGORIES		
Services (Fixed Price per rate Schedule)	Funding Source	Total
Substance Use Disorder Treatment	State General Fund	\$87,500.00
Mental Health Treatment	State General Fund	\$87,500.00
HB 22-1326 Technical Assistance	Federal Grant	\$4,500.00
Total Contract		\$179,500.00

JBBS RATE SCHEDULE	
<b>Statewide Maximum Salaries</b>	
<b>Positions should be hired at salary levels indicative of qualifications, experience, and organization pay schedules. This table indicates a maximum salary only. It is understood that many positions will be hired at lower salary levels than the state maximum.</b>	
Licensed Therapist (LPC/LCSW/LAC/LMFT)*	\$82,400/year
Unlicensed Master's Level Therapist or Substance Abuse Counselor (example CAS)*	\$66,950/year
Unlicensed Bachelor's Level Therapist or Substance Abuse Counselor (example CAS)*	\$61,800/year
Case Manager (CM) *	\$56,650/year
Certified Addiction Technician (CAT)	\$43,260/year
Physician Assistance (PA) *	\$123,600/year
MD/DO *	\$258,805/year
JBBS Program Administrator (Primary responsibility of managing the jail's JBBS program.) *	\$100,522/year
Pre-sentence Coordinator *	\$70,00/year
Pharmacist (Pharm-D)	\$131,933/year
Registered Nurse *	\$74,160/year
Data Entry Clerk	\$41,200/year
Peer Support Specialist	\$35,000/year
Qualified Medication Administration Person (QMAP)	\$15.50/hour
<b>*BHA will reimburse salaries up to the state maximum</b>	
<b>*BHA may consider rates 10% above statewide maximum salaries pending justification from jails and written pre-approval by BHA</b>	
<b>Travel</b>	
Mileage (IRS rate)	\$0.66/mile
<b>Operating Expenses</b>	
Maximum total percentage of contract budget	10%
Training and continuing education for jail employees/clinicians (including but not limited to QMAP, CIT, Motivational Interviewing, Mental Health First Aid, Trauma Informed Care, (Certified Addiction Specialist -Classes only) may be included in the operating expenses	
BHA may pay for one licensing test per clinician (NCE, MAC, NCAC). Up to \$200 per clinician, per test.	
BHA may consider operating expenses above 10% of total contract budget pending justification from jails and written pre-approval by BHA	
<b>Indirect Expenses</b>	
Maximum total percentage of contract budget	10%
BHA may consider operating expenses above 10% of total contract budget pending justification from jails and written pre-approval by BHA	
RECOVERY SUPPORT SERVICES	
Allowed Services *	Additional Notes
Application Fees ID / Birth Certificates	
Indigent Backpacks	
Basic Hygiene Items	

Bicycles	May be provided if client is engaged in treatment services for 2 + months post release. 1 bike per person.
Bus Pass – Daily, Monthly	
Child Care	1 month limit per client, per child
Clothing	
Educational Costs ( books, supplies, and fees)	
Emergency Housing/Rental Assistance	90 day limit per person
Food Assistance	
Gas Vouchers	
GED Program / Testing	
Job Placement Training	
Life Skills Training	
Medical Assistance – copays / infectious disease testing	Limit of \$250.00 per person
Medications	30 day limit per person
Personal Care (eg. haircuts)	
Phone Cards	Limit of \$15.00 per person
Pre-paid Cell Phones	To be paid for upon release and after client attends 2 appointments in the community. Cost of the phone and up to 2 months of bills.
Printed Resources	
Transportation Assistance	
Transportation to Residential Treatment	Out of state travel to treatment will need prior approval by BHA
UA / BAs	Limit of \$100.00 per person
Utilities	1 month limit per client
<b>&amp;</b>	
<b>MEDICATIONS</b>	
<b>Medication reimbursement will be based on a) providers established rate or b) jail purchase agreement rate or c) in the absence of an established rate or jail purchase agreement rate the following BHA rate schedule.</b>	
<b>Medication</b>	<b>Rate</b>
Methadone	\$18/day - Treatment, incl medication, integrated psychosocial, & medical support services
Naltrexone (oral)	\$39/day
Depot-naltrexone (injectable) (Vivitrol)	\$1,185/unit
Buprenorphine - 8mg tablet	\$28/month
Buprenorphine - 2mg tablet	\$19/month
Buprenorphine (transdermal film, ER) 5 mcg/hr	\$108/unit
Buprenorphine (transdermal film, ER) 7.5 mcg/hr	\$316/unit
Buprenorphine (transdermal film ER) 10 mcg/hr	\$135/unit
Buprenorphine (transdermal film ER) 15 mcg/hr	\$192/unit
Buprenorphine (transdermal film ER) 20 mcg/hr	\$230/unit
Naloxone (Narcan)	<b>\$20-\$40/dose - **Contact CDPHE for discounted rate**</b>
Vivitrol	\$1,185/unit; 100mg/0.5mL and 300mg/1.5mL (extended release) <b>Uninsured pricing cost</b>
<b>MEDICATIONS</b>	
<b>TECHNICAL ASSISTANCE / ALLOWABLE EXPENSES PURSUANT TO HB 22-1326</b>	
<b>Pending approval of budget plans ( these federal funds must be used by June 30, 2024)</b>	
DEA Licensing services	
Staffing services related to the implementation of MAT	
Training needs for staff as related to MAT	
Consulting services as it relates to MAT	
Advertising, marketing, or PR services as they relate to MAT	
Human Services collaboration as it pertains to Medicaid enrollment	
Translation services when needed	
Community reentry services for offender transition	
Delivery of MAT medications to the facility	

Revised 04\_25\_2023





### EXHIBIT E-1 - Supplemental Provisions for Federal Awards

For the purposes of this Exhibit only, Contractor is also identified as “Subrecipient.” This Contract has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions for Federal Awards, the Special Provisions, the Contract or any attachments or exhibits incorporated into and made a part of the Contract, the Supplemental Provisions for Federal Awards shall control. In the event of a conflict between the Supplemental Provisions for Federal Awards and the FFATA Supplemental Provisions (if any), and/or exhibit regarding SLFRF Federal Provisions, the terms re FFATA and/or SLFRF shall control. If the source of the funding of the Contract is a grant, these Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

#### 1) Federal Award Identification

- i. Subrecipient: County of Huerfano;
- ii. Subrecipient UEI number: DL84BCKRKZC7 ;
- iii. The Federal Award Identification Number (FAIN) is SLFRP0126;
- iv. The Federal award date is: July 1, 2021;
- v. The subaward period of performance start date is July 1, 2023, and end date is June 30, 2024;
- vi. Federal Funds:

Contract or Fiscal Year	Amount of Federal funds obligated by this Contract	Total amount of Federal funds obligated to the Subrecipient	Total amount of the Federal Award committed to Subrecipient by CDHS
<b>FY 2024 ARPA</b>	<b>\$4,500</b>	<b>\$4,500</b>	<b>\$4,500</b>

- vii. Federal award project description: provide recovery support services to target populations.
  - viii. The name of the Federal awarding agency is Substance Abuse and Mental Health Services Administration (SAMHSA); the name of the pass-through entity is the State of Colorado, Department of Human Services (CDHS); and the contact information for the awarding official for MHBG is: Steven Fry, Division of Grants Management, SAMHSA, 7-1109, 1 Choke Cherry Road, Rockville, MD 20857, 240-276-1422, [Steven.Fry@samhsa.hhs.gov](mailto:Steven.Fry@samhsa.hhs.gov);
  - ix. The Catalog of Federal Domestic Assistance (CFDA) number is 21.027, name is American Rescue Plan Act, and dollar amount is \$3,000,000.00;
  - x. This award **is not** for research & development;
  - xi. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDHS cost allocation plan.
- 2) All requirements imposed by CDHS on Subrecipient so that the Federal award is used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award, are stated in Exhibit A-2, Exhibit B-2, and Exhibit F-1.

- 3) Any additional requirements that CDHS imposes on Subrecipient in order for CDHS to meet its own responsibilities to the Federal awarding agency, including identification of any required financial and performance reports, are stated in Exhibit A-2, Exhibit B-2 and Exhibit F-1.
- 4) Subrecipient’s approved indirect cost rate is: **0 %**.
- 5) Subrecipient must permit CDHS and auditors to have access to Subrecipient’s records and financial statements as necessary for CDHS to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.
- 6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Exhibit and N/A.
- 7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDHS no later than **30** calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient’s performance and the final status of Subrecipient’s obligations hereunder.

**8) Matching Funds**

If a box below is checked, the accompanying provision applies.

- i.  Subrecipient is not required to provide matching funds.
- ii.  Subrecipient shall provide matching funds as stated in **n/a**. Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDHS regarding the status of such funds upon request. Subrecipient’s obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Contract by the authorized representatives of the Subrecipient and paid into the Subrecipient’s treasury or bank account. Subrecipient represents to CDHS that the amount designated as matching funds has been legally appropriated for the purposes of this Contract by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient’s laws or policies.

**1. DEFINITIONS.**

1.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.

1.1.1. “Award” means an award of Federal financial assistance, and the Contract setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

1.1.1.1. Awards may be in the form of:

1.1.1.1.2. Grants;

1.1.1.1.3. Contracts;

1.1.1.1.4. Cooperative Contracts, which do not include cooperative research and development Contracts (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);

1.1.1.1.5. Loans;

1.1.1.1.6. Loan Guarantees;

1.1.1.1.7. Subsidies;

1.1.1.1.8. Insurance;

- 1.1.1.1.9. Food commodities;
- 1.1.1.1.10. Direct appropriations;
- 1.1.1.1.11. Assessed and voluntary contributions; and
- 1.1.1.1.12. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.
- 1.1.1.1.13. Any other items specified by OMB in policy memoranda available at the OMB website or other source posted by the OMB.
- 1.1.1.2. Award **does not** include:
  - 1.1.1.2.1. Technical assistance, which provides services in lieu of money;
  - 1.1.1.2.2. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
  - 1.1.1.2.3. Any award classified for security purposes; or
  - 1.1.1.2.4. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).
- 1.1.2. “Contract” means the Contract to which these Federal Provisions are attached and includes all Award types in § of this Exhibit.
- 1.1.3. “Contractor” means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
- 1.1.4. “Data Universal Numbering System (DUNS) Number” means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet’s website may be found at: <http://fedgov.dnb.com/webform>.
- 1.1.5. “Entity” means:
  - 1.1.5.1. If the source of funding is a Grant:
    - 1.1.5.1.1. a Non-Federal Entity;
    - 1.1.5.1.2. a foreign public entity;
    - 1.1.5.1.3. a foreign organization;
    - 1.1.5.1.4. a non-profit organization;
    - 1.1.5.1.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
    - 1.1.5.1.6. a foreign non-profit organization (only for 2 CFR part 170 only);
    - 1.1.5.1.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
    - 1.1.5.1.8. a foreign for-profit organization (for 2 CFR part 170 only).
  - 1.1.5.2. If the source of funding is not a Grant:
    - 1.1.5.2.1. all of the following as defined at 2 CFR part 25, subpart C;
    - 1.1.5.2.2. A governmental organization, which is a State, local government, or Indian Tribe;
    - 1.1.5.3. a foreign public entity;
    - 1.1.5.4. a domestic or foreign non-profit organization;
    - 1.1.5.5. a domestic or foreign for-profit organization; and

- 1.1.5.6. a Federal agency, but only a Subrecipient under an Award or Subaward to a Federal entity.
- 1.1.6. “Executive” means an officer, managing partner or any other employee in a management position.
- 1.1.7. If the source of funding is a Grant, “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1. If the source of funding is not a Grant, “Federal Award Identification Number (FAIN)” means an Award number assigned by a Federal agency to a Prime Recipient.
- 1.1.8. “FFATA” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 1.1.9. “Federal Provisions” means these Federal Provisions subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.
- 1.1.10. If the source of funding is a Grant, “Grant” as used herein is the Contract to which these Federal Provisions are attached.
- 1.1.11. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached if the source of funding is a Grant.
- 1.1.12. “Non-Federal Entity” means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 1.1.13. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
- 1.1.13.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
  - 1.1.13.2. Is not organized primarily for profit; and
  - 1.1.13.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 1.1.14. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 1.1.15. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 1.1.16. “Prime Recipient” means a Colorado State agency or institution of higher education that receives an Award, or, if the source of funding is a Grant it is that agency or institution identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 1.1.17. “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101 or 2 CFR 200.38, as applicable. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- 1.1.18. “Subrecipient” or, if the source of funding is a Grant, “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee. The term does not include an individual who is a beneficiary of a federal program.
- 1.1.19. “Subrecipient Parent DUNS Number” means the subrecipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.

- 1.1.20. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 1.1.21. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a), as applicable) and includes the following:
  - 1.1.21.1. Salary and bonus;
  - 1.1.21.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
  - 1.1.21.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
  - 1.1.21.4. Change in present value of defined benefit and actuarial pension plans;
  - 1.1.21.5. Above-market earnings on deferred compensation which is not tax-qualified;
  - 1.1.21.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 1.1.22. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act may also be referred to as FFATA.
- 1.1.23. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which, unless the source of funding is a Grant, supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 1.1.24. "Vendor" means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

**2. COMPLIANCE.**

- 2.1. Contractor/Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, including, but not limited to, all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Contractor/Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

**3. SYSTEM FOR AWARD MANAGEMENT (SAM) AND DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENTS.**

- 3.1. SAM. Contractor/Grantee shall maintain the currency of its information in SAM until the Contractor/Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Contractor/Grantee shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

- 3.2. DUNS. Contractor/Grantee shall provide its DUNS number to its Prime Recipient, and shall Contractor's/Grantee's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's/Grantee's information.

#### 4. TOTAL COMPENSATION.

- 4.1. Contractor/Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
- 4.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more if the source of funding is a Grant, or otherwise \$25,000 or more if the source of funding is not a Grant; and
- 4.1.2. In the preceding fiscal year, Contractor/Grantee received:
- 4.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 4.1.2.2. \$30,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is a Grant or otherwise \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is not a Grant; and
- 4.1.2.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

#### 5. REPORTING.

- 5.1. If Contractor/Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Contract/Grant price. The reporting requirements in this Exhibit are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract/Grant and shall become part of Contractor's/Grantee's obligations under this Contract/Grant.

#### 6. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

- 6.1. If the source of funding is a Grant, Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements.
- 6.2. If the source of funding is not a Grant, Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.
- 6.3. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

#### 7. SUBRECIPIENT REPORTING REQUIREMENTS.

- 7.1. If Contractor/Grantee is a Subrecipient, Contractor/Grantee shall report as set forth below.

- 7.1.1. To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM Federal Award Identification Number (FAIN) assigned by a Federal agency to a Prime Recipient no later than the end of the month following the month in which the Subaward was made:
- 7.1.1.1. Subrecipient DUNS Number;
  - 7.1.1.2. Subrecipient DUNS Number if more than one electronic funds transfer (EFT) account;
  - 7.1.1.3. Subrecipient parent's organization DUNS Number;
  - 7.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip (+ 4 if source of funding is a Grant or as otherwise directed per SAM directives for proper reporting), and Congressional District;
  - 7.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
  - 7.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
- 7.1.2. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract/Grant, the following data elements:
- 7.1.2.1. Subrecipient's DUNS Number as registered in SAM.
  - 7.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

## 8. PROCUREMENT STANDARDS.

- 8.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.
- 8.2. If the source of funding is a Grant: Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- 8.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## 9. ACCESS TO RECORDS.

- 9.1. A Subrecipient shall permit Recipient/Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.311-200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

## 10. SINGLE AUDIT REQUIREMENTS.

- 10.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.
- 10.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 10.1.2. Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
- 10.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

## 11. CONTRACT/GRANT PROVISIONS FOR SUBRECIPIENT CONTRACTS.

- 11.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Contractors/Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract/Grant.
- 11.1.1. [Applicable to federally assisted construction contracts.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- 11.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).
- 11.1.3. Rights to Inventions Made Under a contract/grant or agreement. If the Federal Award meets the definition of "funding agreement"/ "funding Contract" under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement,"/"funding Contract", the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the Federal Awarding Agency.



- 11.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardee(s) to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 11.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 11.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 11.1.7. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never contract with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 11.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

## **12. CERTIFICATIONS.**

- 12.1. Unless prohibited by Federal statutes or regulations, Recipient/Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

## **13. EXEMPTIONS.**

- 13.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 13.2. A Contractor/Grantee with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

## **14. EVENT OF DEFAULT AND TERMINATION.**

- 14.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Contract/Grant and the State of Colorado may terminate the Contract/Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract/Grant, at law or in equity.
- 14.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

- 14.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply terms and conditions of a Federal Award;
- 14.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
- 14.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- 14.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
- 14.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

EXHIBIT END



## **EXHIBIT F-1 - SLFRF SUBRECIPIENT PROVISIONS EXHIBIT (CDHS)**

This Exhibit and the Appendices hereto apply regarding the use of State and Local Fiscal Recovery Funds (SLFRF) to comply with requirements established by the U.S. Department of Treasury and the Colorado Department of Personnel & Administration, Office of the State Controller re the Colorado Department of Human Services (CDHS).

This SLFRF Provisions Exhibit may supplement other Exhibit(s) to the instant Agreement. In the event that terms on prior Exhibit(s) to the instant Agreement conflict with this SLFRF Provisions Exhibit, this Exhibit shall control and take precedence.

The Contractor/Vendor/Other Agency entity with which the Colorado Department of Human Services (CDHS) is contracting per this Agreement may be referred to as “Subrecipient” herein, the designation per controlling law and mandates. This “Subrecipient” designation shall apply in this context notwithstanding prior definition(s) of any entity to this agreement as “Contractor” or any other title.

Subrecipient must agree to and comply with the terms of these SLFRF Provisions in order to receive and use these funds. Subrecipient shall execute not only the instant Agreement, but also specifically the Certification Agreement appendix to the instant Exhibit. A failure to also separately execute the Certification Agreement appendix hereto shall not relieve Subrecipient of the rules/obligations set forth herein; such a clerical error must be promptly remedied upon discovery by notifying the CDHS office/program contact, who can then assist with the logistics of mandatory signing, which shall retroactively apply.

In the event that Subrecipient is/was in receipt of SLFRF funding from CDHS prior to execution of the instant Exhibit, Subrecipient understands that its obligations set forth herein with regards to that funding shall retroactively apply.

The regulations and requirements surrounding receipt and use of SLFRF funding is an evolving subject matter as established by the U.S. Department of Treasury and put into established policy by the Colorado Department of Personnel & Administration, Office of the State Controller for use with CDHS Agreements. As such, Subrecipient agrees to execute any additional Agreements/Amendments as required by CDHS to establish and/or update these procedures. Subrecipient agrees to accept written notice from CDHS of updates to these requirements and to comply with same forthwith, even if prior to or without a formal Amendment to the Agreement to

update this Exhibit or the rules/requirements established herein. Regardless, if CDHS requests that Subrecipient execute an Amendment to formalize implementation of and/or acknowledgment of updates to this Exhibit, Subrecipient shall promptly comply.

Subrecipient agrees to stay abreast of and comply with the most current iterations of the requirements re SLFRF funding set forth on <https://osc.colorado.gov/american-rescue-plan-act> (see SLFRF Grant Agreement Templates Tab).

**APPENDIX 1 TO SLFRF EXHIBIT- BUDGET SUPPLEMENT**

**1. BUDGET BY US TREASURY EXPENDITURE CATEGORY**

1.1 Expenditure Categories identified in this Appendix will determine what is reported on as outlined in the all following Appendices to this Exhibit.

Project Number	Project Title	US Treasury Expenditure Category Number and Name	Budget
PHI360	Technical Assistance to Jails	1.13 Substance Use Services	\$4,500.00
<b>Total</b>			<b>\$4,500.00</b>

**2. BUDGET BY FUNCTION**

**3. EXPENDITURE CATEGORY MODIFICATIONS**

1.1 Increases or decreases in any Expenditure Category must be requested and approved by the State Agency by using the SLFRF Expenditure Modification Form. This form can be found at: <https://osc.colorado.gov/american-rescue-plan-act> (see SLFRF Grant Agreement Templates Tab). *In no event may this be used to modify the overall total of this Agreement or otherwise any non SLFRF expenditures.*

**APPENDIX 2 TO SLFRF EXHIBIT- FEDERAL PROVISIONS SUPPLEMENT**

**1. APPLICABILITY OF PROVISIONS.**

1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.

- 1.2. The State of Colorado is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury’s Final Rule, and reporting requirements, as applicable.
- 1.3. Additionally, any subrecipient that issues a subaward to another entity (2<sup>nd</sup> tier subrecipient), must hold the 2<sup>nd</sup> tier subrecipient accountable to these provisions and adhere to reporting requirements.
- 1.4. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

## 2. DEFINITIONS.

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
  - 2.1.1. “Award” means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
  - 2.1.2. “Entity” means:
    - 2.1.2.1. a Non-Federal Entity;
    - 2.1.2.2. a foreign public entity;
    - 2.1.2.3. a foreign organization;
    - 2.1.2.4. a non-profit organization;
    - 2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
    - 2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);
    - 2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
    - 2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).
  - 2.1.3. “Executive” means an officer, managing partner or any other employee in a management position.
  - 2.1.4. “Expenditure Category (EC)” means the category of eligible uses as defined by the US Department of Treasury in “Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds” report available at [www.treasury.gov](http://www.treasury.gov).
  - 2.1.5. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1
  - 2.1.6. “Grant” means the Grant to which these Federal Provisions are attached.
  - 2.1.7. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached.

- 2.1.8. “Non-Federal Entity” means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 2.1.9. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
- 2.1.9.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
  - 2.1.9.2. Is not organized primarily for profit; and
  - 2.1.9.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.10. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.11. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.12. “Prime Recipient” means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.13. “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.14. “Subrecipient” or “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.
- 2.1.15. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:
- 2.1.15.1. Salary and bonus;
  - 2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial

Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

- 2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
- 2.1.15.4. Change in present value of defined benefit and actuarial pension plans;
- 2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
- 2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.16. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
- 2.1.17. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 2.1.18. “Unique Entity ID” means the Unique Entity ID established by the federal government for a Grantee at <https://sam.gov/content/home>.

### 3. COMPLIANCE.

- 3.1. Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
- 3.2. Per US Treasury Final Award requirements, grantee programs or services must not include terms or conditions that undermine efforts to stop COVID-19 or discourage compliance with recommendations and CDC guidelines.

**4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID SYSTEM (UEI) REQUIREMENTS.**

- 4.1. SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 4.2. UEI. Grantee shall provide its Unique Entity ID to its Prime Recipient, and shall update Grantee's information in SAM.gov at least annually after the initial registration, and more frequently if required by changes in Grantee's information.

**5. TOTAL COMPENSATION.**

- 5.1. Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
  - 5.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more; and
  - 5.1.2. In the preceding fiscal year, Grantee received:
    - 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
    - 5.1.2.2. \$30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
    - 5.1.2.3. 5.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

**6. REPORTING.**

- 6.1. If Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Grantee's obligations under this Grant.



**7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING.**

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements. If the total award is below \$30,000 no reporting required; if more than \$30,000 and less than \$50,000 then FFATA reporting is required; and, \$50,000 and above SLFRF reporting is required.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

**8. SUBRECIPIENT REPORTING REQUIREMENTS.**

- 8.1. Grantee shall report as set forth below.
- 8.1.1. Grantee shall use the SLFRF Subrecipient Quarterly Report Workbook as referenced in Appendix 4 to report to the State Agency within ten (10) days following each quarter ended September, December, March and June. Additional information on specific requirements are detailed in the SLFRF Subrecipient Quarterly Report Workbooks and "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at [www.treasury.gov](http://www.treasury.gov).

**EC 1 – Public Health****All Public Health Projects**

- a) Description of structure and objectives
- b) Description of relation to COVID-19
- c) Identification of impacted and/or disproportionately impacted communities
- d) Capital Expenditures
  - i. Presence of capital expenditure in project
  - ii. Total projected capital expenditure
  - iii. Type of capital expenditure
  - iv. Written justification
  - v. Labor reporting

**COVID-19 Interventions and Mental Health (1.4, 1.11, 1.12, 1.13)**

- a) Amount of total project used for evidence-based programs
- b) Evaluation plan description

**COVID-19 Small Business Economic Assistance (1.8)**

- a) Number of small businesses served

**COVID-19 Assistance to Non-Profits (1.9)**

- a) Number of non-profits served

**COVID-19 Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (1.10)**

- a) Sector of employer
- b) Purpose of funds
- c)

**EC 2 – Negative Economic Impacts****All Negative Economic Impacts Projects**

- a) Description of project structure and objectives
- b) Description of project’s response to COVID-19
- c) Identification of impacted and/or disproportionately impacted communities
- d) Amount of total project used for evidence-based programs and description of evaluation plan *(not required for 2.5, 2.8, 2.21-2.24, 2.27-2.29, 2.31, 2.34-2.36)*
- e) Number of workers enrolled in sectoral job training programs
- f) Number of workers completing sectoral job training programs
- g) Number of people participating in summer youth employment programs
- h) Capital Expenditures
  - i. Presence of capital expenditure in project
  - ii. Total projected capital expenditure
  - iii. Type of capital expenditure
  - iv. Written justification
  - v. Labor reporting

**Household Assistance (2.1-2.8)**

- a) Number of households served
- b) Number of people or households receiving eviction prevention services (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*
- c) Number of affordable housing units preserved or developed (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*

**Healthy Childhood Environments (2.11-2.13)**

- a) Number of children served by childcare and early learning *(Federal guidance may change this requirement in July 2022)*
- b) Number of families served by home visiting *(Federal guidance may change this requirement in July 2022)*

**Education Assistance (2.14, 2.24-2.27)**

- a) National Center for Education Statistics (“NCES”) School ID or NCES District ID
- b) Number of students participating in evidence-based programs *(Federal guidance may change this requirement in July 2022)*

**Housing Support (2.15, 2.16, 2.18)**

- a) Number of people or households receiving eviction prevention services *(Federal guidance may change this requirement in July 2022)*
- b) Number of affordable housing units preserved or developed *(Federal guidance may change this requirement in July 2022)*

**Small Business Economic Assistance (2.29-2.33)**

- a) Number of small businesses served

**Assistance to Non-Profits (2.34)**

- a) Number of non-profits served

**Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (2.35-2.36)**

- a) Sector of employer
- b) Purpose of funds
- c) If other than travel, tourism and hospitality (2.36) – description of hardship

**EC 3 – Public Health – Negative Economic Impact: Public Sector Capacity****Payroll for Public Health and Safety Employees (EC 3.1)**

- a) Number of government FTEs responding to COVID-19

**Rehiring Public Sector Staff (EC 3.2)**

- a) Number of FTEs rehired by governments

**EC 4 – Premium Pay****All Premium Pay Projects**

- a) List of sectors designated as critical by the chief executive of the jurisdiction, if beyond those listed in the final rule
- b) Numbers of workers served
- c) Employer sector for all subawards to third-party employers
- d) Written narrative justification of how premium pay is responsive to essential work during the public health emergency for non-exempt workers or those making over 150 percent of the state/county's average annual wage
- e) Number of workers to be served with premium pay in K-12 schools

**EC 5 – Infrastructure Projects****All Infrastructure Projects**

- a) Projected/actual construction start date (month/year)
- b) Projected/actual initiation of operations date (month/year)
- c) Location (for broadband, geospatial data of locations to be served)
- d) Projects over \$10 million
  - i. Prevailing wage certification or detailed project employment and local impact report
  - ii. Project labor agreement certification or project workforce continuity plan
  - iii. Prioritization of local hires
  - iv. Community benefit agreement description, if applicable

**Water and sewer projects (EC 5.1-5.18)**

- a) National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
- b) Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)
- c) Median Household Income of service area
- d) Lowest Quintile Income of the service area

**Broadband projects (EC 5.19-5.21)**

- a) Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
  - i. If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and
  - ii. Confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.

- b) Additional programmatic data will be required for broadband projects and will be defined in a subsequent version of the US Treasury Reporting Guidance, including, but not limited to (*Federal guidance may change this requirement in July 2022*):
- i. Number of households (broken out by households on Tribal lands and those not on Tribal lands) that have gained increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, with the number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download and number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload
  - ii. Number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) that have projected increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization, with the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.
  - iii. Narrative identifying speeds/pricing tiers to be offered, including the speed/pricing of its affordability offering, technology to be deployed, miles of fiber, cost per mile, cost per passing, number of households (broken out by households on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download, number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload, and number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization. Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

#### All Expenditure Categories

- a) Program income earned and expended to cover eligible project costs

- 8.1.2. A Subrecipient shall report the following data elements to Prime Recipient no later than five days after the end of the month following the month in which the Subaward was made.
- 8.1.2.1. Subrecipient Unique Entity ID;
  - 8.1.2.2. Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;
  - 8.1.2.3. Subrecipient parent's organization Unique Entity ID;
  - 8.1.2.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
  - 8.1.2.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
  - 8.1.2.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
- 8.1.3. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, the following data elements:
- 8.1.3.1. Subrecipient's Unique Entity ID as registered in SAM.
  - 8.1.3.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.
  - 8.1.3.3. Narrative identifying methodology for serving disadvantaged communities. See the "Project Demographic Distribution" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at [www.treasury.gov](http://www.treasury.gov). This requirement is applicable to all projects in Expenditure Categories 1 and 2.
  - 8.1.3.4. Narrative identifying funds allocated towards evidenced-based interventions and the evidence base. See the "Use of Evidence" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at [www.treasury.gov](http://www.treasury.gov). See section 8.1.1 for relevant Expenditure Categories.
  - 8.1.3.5. Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the public health and negative economic impacts of COVID-19. This requirement is applicable to Expenditure Categories 1 and 2. For aid to travel, tourism, and hospitality or other impacted industries (EC 2.11-2.12), also provide the sector of employer, purpose of funds, and if not travel, tourism and hospitality a description of the pandemic impact on the industry.
  - 8.1.3.6. Narrative identifying the sector served and designated as critical to the health and well-being of residents by the chief executive of the jurisdiction and the number of workers expected to be served. For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, other than those where the eligible worker

receiving premium pay is earning (with the premium pay included) below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics Occupational Employment and Wage Statistics, whichever is higher, OR the eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions, include justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19 but should not include personally identifiable information. This requirement applies to EC 4.1, and 4.2.

8.1.3.7. For infrastructure projects (EC 5) or capital expenditures in any expenditure category, narrative identifying the projected construction start date (month/year), projected initiation of operations date (month/year), and location (for broadband, geospatial location data).

8.1.3.7.1. For projects over \$10 million:

8.1.3.7.1.1. Certification that all laborers and mechanics employed by Contractors and Subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Agreement work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing (1) the number of employees of Contractors and subcontractors working on the project; (2) the number of employees on the project hired directly and hired through a third party; (3) the wages and benefits of workers on the project by classification; and (4) whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.

8.1.3.7.1.2. A Subrecipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing: (1) how the Subrecipient will ensure the project has ready

access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project; (2) how the Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and (3) how the Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; (4) whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and (5) whether the project has completed a project labor agreement.

- 8.1.3.7.1.3. Whether the project prioritizes local hires.
- 8.1.3.7.1.4. Whether the project has a Community Benefit Agreement, with a description of any such agreement.

8.1.4. Subrecipient also agrees to comply with any reporting requirements established by the US Treasury, Governor's Office and Office of the State Controller. The State of Colorado may need additional reporting requirements after this agreement is executed. If there are additional reporting requirements, the State will provide notice of such additional reporting requirements via Appendix 5– SLFRF Reporting Modification Form.

## 9. PROCUREMENT STANDARDS.

- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.
- 9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Agreements and purchase orders for work or products under this award.

- 9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

#### **10. ACCESS TO RECORDS.**

- 10.1. A Subrecipient shall permit Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

#### **11. SINGLE AUDIT REQUIREMENTS.**

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

11.1.2. Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.



11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

## 12. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS.

12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all Subcontractors entered into by it pursuant to this Grant.

12.1.1. [Applicable to federally assisted construction Agreements.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of “federally assisted construction Agreement” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.

12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.

- 12.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A Agreement award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 12.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 12.1.7. Never Agreement with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never Agreement with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

12.1.9. Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CRF Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

### **13. CERTIFICATIONS.**

- 13.1. Subrecipient Certification. Subrecipient shall sign a “State of Colorado Agreement with Recipient of Federal Recovery Funds” Certification Form in separate Appendix hereto and submit to State Agency with signed grant agreement.
- 13.2. Unless prohibited by Federal statutes or regulations, Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

### **14. EXEMPTIONS.**

- 14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 14.2. A Grantee with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

### **15. EVENT OF DEFAULT AND TERMINATION.**

- 15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.
- 15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:
  - 15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;

- 15.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
- 15.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- 15.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
- 15.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

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**APPENDIX 3 TO SLFRF EXHIBIT- SUBRECIPIENT CERTIFICATION AGREEMENT**

**AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS**

Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain Subrecipients from the Coronavirus State Fiscal Recovery Fund. The State of Colorado has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This agreement is between your organization and the State and your organization is signing and certifying the same terms and conditions included in the State’s separate agreement with Treasury. Your organization is referred to as a Subrecipient.

As a condition of your organization receiving federal recovery funds from the State, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal recovery funds as specified in bills passed by the General Assembly and signed by the Governor.

Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization’s obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

Subrecipient Name: Huerfano County Colorado for the use and benefit of Huerfano County Sheriff's Department

Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS  
TERMS AND CONDITIONS

1. Use of Funds.
  - a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
  - b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
  
2. Period of Performance. The period of performance for this subaward is shown on page one of this Agreement. Subrecipient may use funds to cover eligible costs incurred, as set forth in Treasury's implementing regulations, during this period of performance.
  
3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the Governor's Office and Office of the State Controller. The State will provide notice of such additional reporting requirements via separate Appendix hereto – Reporting Modification Form.
  
4. Maintenance of and Access to Records
  - a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.
  - c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
  
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
  
6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the Governor's Office and Office of the State Controller.

Cost Sharing. Cost sharing or matching funds are not required to be provided by

7. Subrecipient.
8. Conflicts of Interest. The State of Colorado understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipient and Contractors must disclose in writing to the Office of the State Controller or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Office of the State Controller shall disclose such conflict to Treasury.
9. Compliance with Applicable Law and Regulations.
  - a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
  - b. Federal regulations applicable to this award include, without limitation, the following:
    - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
    - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
    - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
    - iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.
    - v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

- vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

**Remedial Actions.** In the event of Subrecipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any



10. additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number SLFRF0126 awarded to the State of Colorado by the U.S. Department of the Treasury.”
14. Debts Owed the Federal Government.
  - a. Any funds paid to the Subrecipient (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.
  - b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury’s initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
15. Disclaimer.
  - a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.
  - b. The acceptance of this award by Subrecipient does not in any way establish

an agency relationship between the United States and Subrecipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for Agreement or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of Subrecipient, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

1. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and Contractors to adopt and enforce policies that ban text messaging while driving, and

Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

## **ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS**

### **ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall

initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.

3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

*The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42*

*U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.*

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.
7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include

investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.
9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub- Subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

## **APPENDIX 4 TO SLFRF EXHIBIT- SLFRF SUBRECIPIENT QUARTERLY REPORT REQUIREMENTS**

### **1. SLFRF SUBRECIPIENT QUARTERLY REPORT WORKBOOK**

- 1.1 The SLFRF Subrecipient Quarterly Report Workbook must be submitted to the State Agency within ten (10) days following each quarter ended September, December, March and June. The SLFRF Subrecipient Quarterly Report Workbook can be found at: <https://osc.colorado.gov/american-rescue-plan-act> (see SLFRF Grant Agreement Templates Tab).
- 1.2 The requirements set forth in this Appendix 4 do not apply if the instant Agreement is between two Colorado State Agencies.

### **APPENDIX 5 TO SLFRF EXHIBIT- SAMPLE SLFRF REPORTING MODIFICATIONS FORM**

Grantee:		Grant Agreement No:	
Project Title:		Project No:	
Project Duration:	To:	From:	
State Agency:			

This form serves as notification that there has been a change to the reporting requirements set forth in the original SLFRF Grant Agreement.

The following reporting requirements have been (add/ remove additional rows as necessary):

Updated Reporting Requirement (Add/Delete/Modify)	Project Number	Reporting Requirement

**By signing this form, the Grantee agrees to and acknowledges the changes to the reporting requirements set forth in the original SLFRF Grant Agreement. All other terms and conditions of the original SLFRF Grant Agreement, with any approved modifications, remain in full force and effect. Grantee shall submit this form to the State Agency within 10 business days of the date sent by that Agency.**

\_\_\_\_\_  
Grantee

\_\_\_\_\_  
Date

\_\_\_\_\_  
State Agency Grant Manager

\_\_\_\_\_  
Date

### Cuchara Mountain Park Open Container Permit Application

*If you would like to provide alcoholic beverages to event attendees, you must apply for an Open Container Permit and provide uniformed "Post Certified" security for the duration of event, at your expense.*

Date of event: June 10<sup>th</sup>, 2023 Time alcohol will be served: 11:00 AM

Applicant (Party Host) name: Tamara White for Aspen Leaf Village Condominiums

Address: PO Box 1201 City: La Veta State: CO Zip: 81055

Email: lockyjanemgmt@gmail.com Phone: 719-989-0964 Alternate phone: \_\_\_\_\_

Date of birth: 04/30/1966 Driver's license #: 97-139-0817 State of issue CO

Estimated # of people: 40 Type of event: HOA Annual Meeting

If there will be entertainment, please describe: \_\_\_\_\_

Will food be provided:  Yes or  No \_\_\_\_\_

**Security Information:**

Company/entity providing security: Requesting waiving of security requirement

Address: \_\_\_\_\_ City \_\_\_\_\_ State & Zip \_\_\_\_\_

Phone number \_\_\_\_\_ Contact person's name \_\_\_\_\_

**Staff Use Only**

Date security confirmed: \_\_\_\_\_

Name of person confirming security will be provided \_\_\_\_\_





# **Cuchara Mountain Park & Day Lodge:** **Renters Agreement & Terms of use**



**Terms of Use:**

This Venue Rental Agreement is entered into on April 20, 2023, by and between Cuchara Mountain Park (CMP) ("Lessor") and Aspenleaf Village ("Lessee").

Lessee desires to temporarily occupy CMP'S: Day Lodge, Pavilion, Outdoor Recreation Space, or Entire Park for Annual Meeting Luncheon on June 10<sup>th</sup>, 2023 at 8:15am.

Lessor agrees to such occupancy and use in consideration of the certain payments and covenants that Lessee must follow below;

**RULES FOR RENTAL USE:**

1. The Lessee of this Rental Agreement shall be considered the legal agent of the organization or group, being solely responsible for the Lessor's facilities being used the day of the event, and must be at least 18 years of age.
2. The Lessee is financially responsible for any damages in or to the Lessor's facilities incurred during the rental time.
3. Cuchara Mountain Park will not be staffed for events, therefore, Lessee is responsible for *all clean-up of the facility*, meaning once Lessee is out of the facility it must be how they found it on their walk-through.
  - a. Cleaning Guidelines: immediately upon event completion
    - i. ALL trash must be taken off the property, and deposited at Lessee's convenience.
    - ii. ALL countertops, surfaces, and chairs must be wiped clean.
    - iii. Floors shall be swept and mopped thoroughly, removing all debris and spills that have occurred.
    - iv. ALL doors and windows must be secured upon departing.
    - v. ALL lights must be turned off upon departing.
4. **Requirements for Alcohol**: (any alcohol that is served, sold, OR brought onto any part of the CMP grounds)
  - a. The Lessee must apply for an "Application for Permit For Consumption of Alcoholic Beverages On Property Owned By Huerfano County". If alcohol is sold, applicants are required to show proof of liquor license. The application must be approved by the Board of County Commissioners before the event and accompanied by the liquor license if applicable.
    - i. **CLICK HERE** for more information.
  - b. Security shall be provided by an off-duty uniformed law enforcement officer who is currently employed by a law enforcement agency, and who holds a valid P.O.S.T. Certification **OR** by a uniformed security



- guard who is bonded and insured. The law enforcement officer or security guard will be present for the duration of the event; at Lessee's expense. Applicant is required to show proof of retaining said off-duty P.O.S.T. certified law enforcement officer and/or bonded security officer.
- c. The Huerfano County Board of County Commissioners reserves the right to waive the requirement for the presence of a uniformed law enforcement officer or a security guard during the event.
  - d. If alcohol is found on premise during an event without an approved permit the entire security deposit is forfeited.
  - e. No smoking is allowed within 25' of any exterior entrance/exit door at the Cuchara Mountain Park Day Lodge. Any smoke damages or leftovers will result in a \$200 charge.
  - f. All food items, personal items, or equipment brought to the event must be removed immediately following the event. Huerfano County is not responsible for lost, stolen or items left behind.
  - g. No exits shall be blocked in any manner.
  - h. If an emergency exists dial 911.
5. Prior to the event reservation (at least a week before), please provide the following to the Lessor's events manager ([kassie@cucharamountainpark.org](mailto:kassie@cucharamountainpark.org)) so we can assure everything is ready to go for you:
- a. Pack in & Pack out timing
  - b. Main POC - phone and email and secondary contact
  - c. Billing contact & address
  - d. Secondary billing contact & address
  - e. Equipment needed from CMP, if any
  - f. Amount of attendees
  - g. Food and Beverage being provided if any
  - h. Alcohol Authorization approval and license from the County

---

**Follow below to sign:**

---



Event:

Event Date &amp; Time:

Aspen Leaf Village Annual Meeting/Luncheon June 10<sup>th</sup>, 2023 8:15am

Primary Name of Responsible Party:

Primary Phone:

Tamara White

719.989.0964

Primary Email:

Primary Billing Address:

lockyjane mgmt@gmail.com

P.O. Box 1097

LaVeta, CO 81055

Secondary Name of Responsible Party:

Secondary Phone:

Greg Meiris, President 2012

719.505.2718

Secondary Email:

Secondary Billing Address:

Gmeiris96@gmail.com

1111 N. Institute St

Colorado Springs, CO 80903

Signature of Primary Responsible Party:

Date Signed: (MM/DD/YYYY)

Tamara

04/20/2023

Signature of CMP contact:

Date Signed: (MM/DD/YYYY)

**PURCHASE ORDER**  
**Huerfano County**

Item 7i.

Purchase Order#: 99

Purchase OrderDate: 5/3/2023

Vendor: **45Drives / 8322**  
**210 S. 8th Street**  
**Lewiston, NY 14092**

Ship To: **401 Main Street -**  
**Walsenburg CO, 81089**

**Order Description:**

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST	LEDGER
Computer Server	1	\$10,903.76	\$10,903.76	004-45100-52000
		TOTAL:	\$10,903.76	

**NOTES:**

Backup Server

**APPROVALS:**

Approving Authority:

Budget Officer:



Item 7i.

45drives.com Date: May 03, 2023
info@45drives.com Location: Colorado, US
1-866-594-7199 # Quote: 2022415590

Prepared For:
Anthony Luginbill
Huerfano County

Expires: June 17, 2023
45Drives reserves the right to amend hard drive pricing in line with market increases within the 45 day quote period. Customers will be informed of any new pricing before confirming an order.

Table with 3 columns: Description, Quantity, Price. Rows include Storage Server details, AV15 Enhanced drive (\$9525.76), Seagate Exos 10TB HDD (10 units), Support (Warranty, Configuration), and Shipping/Total (\$10903.76).

## Hardware Specification (Overview)

### System Configuration

<b>Chassis</b>	AV15 Enhanced Color: Graphite Sandtex Logo: 45Drives	
<b>Boot Drives</b>	2 x 250GB	
<b>Operating System</b>	No OS	
<b>Motherboard</b>	X11SPL-F	
<b>Processor</b>	Xeon Silver 4210	<b>Quantity: 1</b>
	<b>Cores: 10</b>	<b>Threads: 20</b>
<b>RAM</b>	32GB	
<b>PSU</b>	Dual Redundant	
<b>HBA Series</b>	LSI 9305	
<b>Additional Information</b>		
<b>Raw HDD Storage Per Server</b>	100TB	
<b>Raw SSD Storage Per Server</b>	0TB	

# TERMS AND CONDITIONS

## Payment Terms

We accept Visa, MasterCard, and AMEX. Net 30 credit terms may be available to qualified customers upon request.

## Cancellation Policy

We strive to offer our customers maximum flexibility. Orders may be cancelled by customers if they have not entered production. A fee of 20% of the value of the order will apply. We also will accommodate cancellation of orders that are in production, and the customer will be charged a cancellation fee determined by the value of the order times the percentage of work completed at the time of cancellation.

## Taxes

Unless specified, all applicable taxes are extra

## Warranty

We warrant that our systems (excluding custom units) will be free from defects in parts and workmanship for a one year period from the day the unit is shipped. Should a system fail due to defective parts or workmanship, the customer may opt to a) return system to 45Drives, in which case it will be repaired or replaced and shipped back to customer at 45Drives' expense; or b) receive replacements for defective parts, in which case the customer will remove defective parts from the system, (at 45Drives option) ship defective parts to 45Drives at 45Drives' expense, and install replacement parts. Should you choose Option b), you will use the 45 Drives RMA Process below.

## Warranty on custom units

For custom system configurations that have been specified by customer (ie that have not been engineered by 45Drives), we warrant against defects in workmanship and parts that are specified by 45Drives, for period of 1 year, or the part manufacturers' warranty, whichever is greater. Customers also have the option to purchase the extended 3 Year warranty, which covers the same items as previously mentioned. After assembly, 45Drives will competently test to basic system functionality in advance of packaging and shipping. As we have not designed these systems, 45Drives cannot warrant that they will be suitable for customer's intended purpose.

## Support

Call us anytime. We are here to help ensure your success. We offer telephone or email support Monday through Friday 9:00AM AST - 6:00PM AST. We warrant that our systems (excluding custom systems) will be free from faulty parts and workmanship for a one year period from the day the unit is shipped. Hardware support is provided at no charge to the Customer. At the end of the warranty period, hardware problem diagnosis remains free, but charges will apply for replacement components. For other issues we provide up to one hour of free support per purchase at the time you are provisioning your 45Drives system on your network. Additional support services are available for purchase during installation and ongoing operation. 45Drives provide hourly support and have a flexible pay-as-you-go offering. To help your company get on its way we are here to answer any questions or assistance you may need.

## RMA Process

Once it is determined that a part is defective, we will send you the new part along with the shipping labels to return the defective part. Place the defective part in the box that the new part arrives in and place the supplied RMA shipping label and call the shipping company designated by 45drives for pick up.



**Lead Time**

Refers to time of production, starting from receipt of order to when the unit is shipped. Design Changes: Customer-specified changes made after price quotation or order may result in change of pricing.

**Late Payment Penalty**

For customers with credit terms, there shall be a late payment penalty for any payment that is not timely made by the due date, in an amount equal to one percent (1%) of the payment due for each 30 days after the date due through and including the date paid. If any payment remains unpaid for a period of thirty (30) days following the due date, 45Drives reserves the right to cancel all warranty and application support hours applicable.

**Disputes**

In the event of a dispute the laws of Nova Scotia, Canada apply. Any litigation shall take place in that jurisdiction. Entire Agreement: Unless otherwise agreed to in writing by both parties, these Terms and Conditions constitute the entire agreement between the parties with respect to the purchase of 45Drives systems and shall prevail notwithstanding any different, conflicting, or additional terms which may appear in any purchase order or other document submitted by the customer.

**Data Loss**

Under any circumstances 45Drives or its employees are not responsible for any loss of Data.

**Resellers**

Support cannot be transferred without the written consent of 45Drives. If you wish to resell to an end customer you must identify the end customer and if applicable the bid package to qualify to transfer support to the end customer. Conditions: These Terms and Conditions are subject to change at any time. Terms and conditions on the website at the time of receipt of your order govern your sale, unless otherwise agreed upon in writing.

**Hard Drive Shipments**

Hard drives are often drop shipped directly from our supplier. We provide a 60-day period for you to inform us if you have not received your drives.



**Contract Acknowledgement in lieu of Purchase Order**

I, \_\_\_\_\_, as an authorized agent of Huerfano County am making  
*(Purchasing Agent Name)* *(Agency Name)*  
the attached ***purchase / lease / rental*** as specified in agreement NASPO#140595 under the  
*(circle procurement type)* *(Purchase Agreement Number)*  
terms and conditions of State/Association Contract Number Colorado PA 160002.  
*(State/Association Contract Number)*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## EXHIBIT 6 – CANON EQUIPMENT LEASE AND RENTAL FORM

STATE OF COLORADO  
EQUIPMENT LEASE AND RENTAL FORM

Canon Financial Services, Inc.  
14904 Collections Center Drive  
Chicago, Illinois 60693

NASPO ValuePoint Master Agreement Number: 140595  
State of Colorado Price Agreement Number: 160002

<b>CUSTOMER INFORMATION</b>	Full Legal Name <b>HUERFANO COUNTY ADMINISTRATION</b>					Phone Number <b>(719) 738-1040</b>				
	Billing Address <b>401 MAIN STREET</b>					Purchase Order/Requisition Number:				
	City <b>WALSENBURG</b>		State <b>CO</b>		Zip <b>81089</b>		Send Invoice to Attention of: <b>Kim Trujillo</b>			
<b>EQUIPMENT INFORMATION</b>	Quantity	Equipment Make	Model No.	Serial Number	Description w/Accessories (attach Schedule if necessary)					
	1	Canon	IR DX C5860i		imageRUNNER ADVANCE DX C5860i					
					Cassette Feeding Unit, Super G3 Fax					
					Booklet Folding Finisher, Buffer Pass					
	Equipment Location (if different than billing) City State Zip <b>FINANCE OFFICE</b>									
<b>PAYMENT INFORMATION</b>	Term: 60		<input checked="" type="checkbox"/> New <input type="checkbox"/> Coterminous		If Coterminous, Original Purchase Order/Req Number: _____					
	Lease or Rental Type:		<input checked="" type="checkbox"/> Operational Lease <input type="checkbox"/> Cancellable Rental							
	Does this Lease include an upgrade/downgrade?			<input type="checkbox"/> Yes <input type="checkbox"/> No		If Yes, Amount: \$ _____ (Attach Schedule with Equipment information)				
	Term in Months	Equipment Payment	PLUS	Maintenance Payment	EQUALS	Total Payment	B&W Impressions		Color Impressions	
								Monthly Copy Allowance	Overage Rate	Monthly Copy Allowance
	60	\$276.61		\$0.00		\$276.61	0	\$0.0000	0	\$0.0000
<input type="checkbox"/> Canon USA, Inc. Leasing and Rental information, including Terms & Conditions, are in the State of Colorado Price Agreement. <input type="checkbox"/> The State of Colorado Central Services user fee of \$.0010 per impression will be billed separately.										
<b>AUTHORIZED CUSTOMER SIGNATURE</b>	<b>John Galusha</b> Printed Name				<b>ACCEPTED BY CANON FINANCIAL SERVICES, INC.</b>	_____				
	Chair, Board of County Commissioners Title					Printed Name				
	_____ Signature					_____				
	_____ Date					Signature				
								_____		
								Date		

**Send Payments to:**  
Canon Financial Services, Inc.  
14904 Collections Center Drive  
Chicago, IL 60693

## imageRUNNER ADVANCE DX C5800 Series

Color  
 Mid-volume  
 Multifunction

- Print up to 70 ppm (BW/color)
- Scan up to 270 ipm (300 dpi) (BW/color, duplex)
- Print up to 12" × 18"
- 6,350-sheet maximum paper capacity

Canon's comprehensive portfolio of imageRUNNER ADVANCE DX multifunction printers and integrated solutions can help **simplify** the end user experience and management of technology, better **control** sensitive information and print-related costs, and help ensure that technology investments proactively **evolve** with changing needs.



### WORKFLOW EFFICIENCY

- 10.1" intuitive touchscreen with smartphone-like usability.
- A unique, customized experience tailored to individual preferences using My ADVANCE.
- Supports mobile solutions and integration with many popular cloud services like Google Drive.<sup>1</sup>
- Scan and convert documents to searchable digital files in a variety of file formats.
- Integration with Canon and various third-party software with embedded application platform.
- Hot Folders allow users to drag and drop a file into a hot folder and automatically print with pre-defined settings such as number of copies and finishing requirements.



### SECURITY

- Advanced standard security feature set to help safeguard sensitive information and assist in regulatory compliance.
- Integrates with existing, third-party SIEM\*<sup>2</sup> systems to help provide real-time, comprehensive insights into potential threats to the network and printers.
- Technology to verify that the device boot process, firmware, and applications initialize without alteration at startup. McAfee Embedded Control<sup>3</sup> utilizes a whitelist to protect against malware and tampering of firmware and applications.
- Security policy settings can be controlled with a dedicated password, configured from a central location, and exported to other supported devices.
- Control access to the device and specific features, using a host of flexible authentication methods—PIN code, user name/password, or card access.<sup>4</sup>



### QUALITY AND RELIABILITY

- Canon's signature reliability and engine technologies help keep productivity high and minimize the impact on support resources.
- Outstanding imaging technologies and toner allow for consistently striking images, thanks to Canon's V<sup>2</sup> color profile.
- Designed to achieve maximum uptime with status notifications that help keep supplies replenished and intuitive maintenance videos for consumables replacement.
- imageRUNNER ADVANCE models have received many awards and recognition from leading industry analysts, often referencing strong reliability.



## DEVICE AND FLEET MANAGEMENT

- Designed for quick, easy deployment.
- Remote diagnostics and parts life management for proactive maintenance and rapid fixes.
- Easy and intuitive to monitor device status and consumable levels, turn off devices remotely, observe meter readings, manage settings, and implement security policies.
- Common firmware and regular updates with Unified Firmware Platform (UFP) for continuous improvements and consistency across a fleet.



## COST MANAGEMENT

- Track and assess print, copy, scan, and fax usage and allocate costs to departments or projects.
- Apply print policies and restrict usage by user to help reduce unnecessary printing and contribute to cost efficiency.
- Standard cloud-based solution provides a centralized dashboard with up-to-the-minute insights into printer activity.
- Upgrade to uniFLOW server or cloud-based solutions for full accounting and reporting for compatible Canon and third-party devices, pull printing, job routing, and powerful scan workflows.

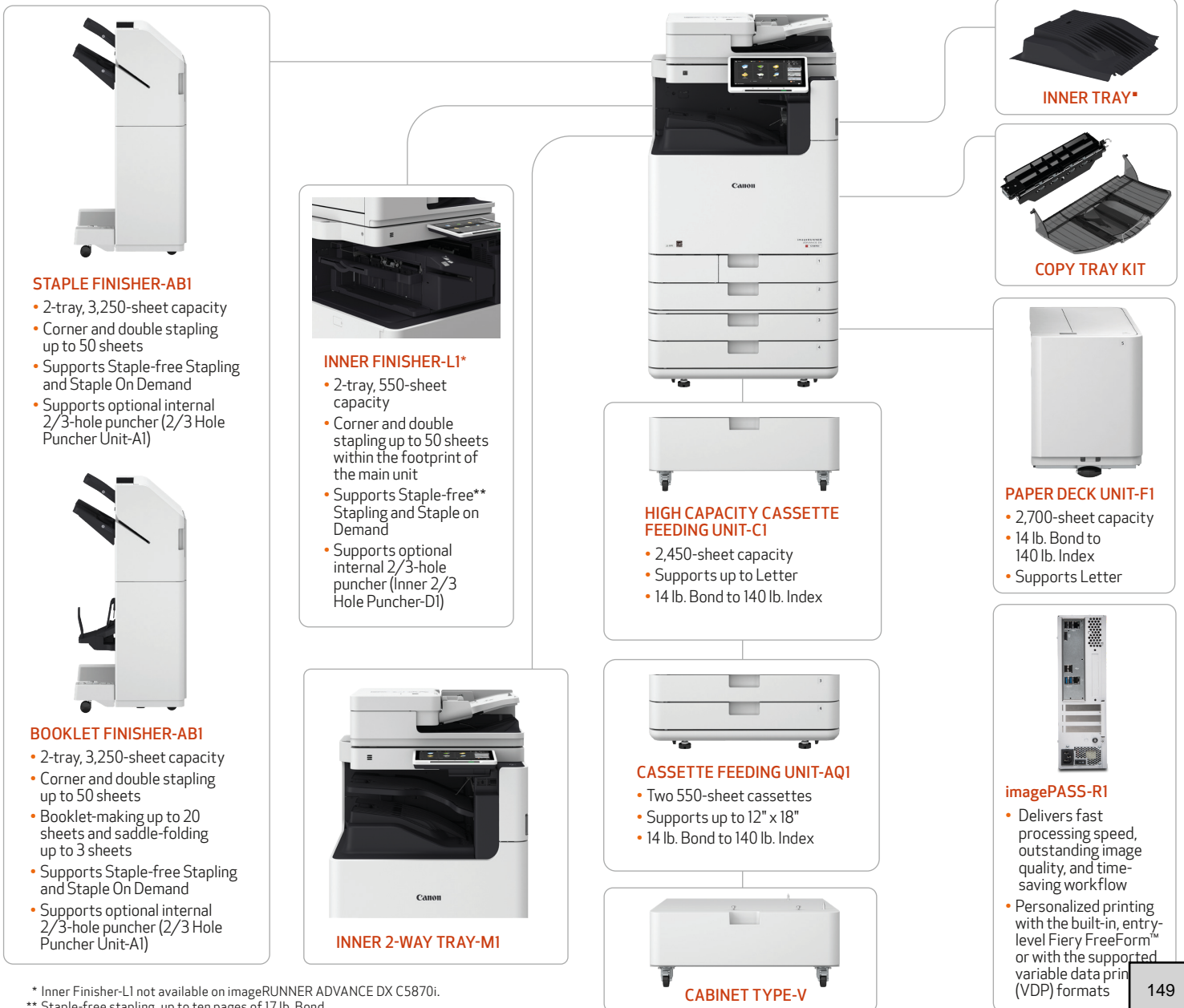


## SUSTAINABILITY

Item 7j.

- A combination of fusing technologies and low-melting-point toner minimizes power requirements and helps achieve low energy consumption.
- Encourage environmentally conscious work practices by enabling multiple settings that can help save paper and energy.
- ENERGY STAR® certified and rated EPEAT® Gold<sup>5</sup>

## CONFIGURATION OPTIONS



**Main Unit****Type**

Color Laser Multifunctional

**Core Functions**Standard: Print, Copy, Scan, Send, Store  
Optional: Fax**Control Panel**

10.1" TFT LCD WSVGA Color Flat-panel

**Memory**

5.0 GB RAM

**Solid State Drive**Standard: 256 GB  
Optional: 1 TB**Interface Connection**Network: 1000Base-T/100Base-TX/10Base-T,  
Wireless LAN (IEEE 802.11 b/g/n)  
Optional: NFC, Bluetooth Low Energy**Others**Standard: USB 2.0 (Host) x1, USB 3.0 (Host) x1,  
USB 2.0 (Device) x1  
Optional: Copy Control Interface**Paper Output Capacity (LTR, 20 lb. Bond)**Standard: 250 Sheets  
Maximum: 3,450 Sheets  
(with Staple Finisher-AB1 or Booklet  
Finisher-AB1 and 3rd Copy Tray Kit-A1)**Paper Sources (LTR, 20 lb. Bond)**Standard: Dual 550-sheet Paper Cassettes,  
100-sheet Stack Bypass  
Optional: Dual 550-Sheet Paper Cassettes  
(Cassette Feeding Unit-AM1), 2,450-Sheet  
High Capacity Paper Cassette (High  
Capacity Cassette Feeding Unit-C1),  
2,700-Sheet Paper Deck  
(Paper Deck Unit-F1)**Paper Capacity (LTR, 20 lb. Bond)**Standard: 1,200 Sheets  
Maximum: 6,350 Sheets**Finishing Capabilities**Standard: Collate, Group  
With Options: Collate, Group, Offset, Staple, Saddle-Stitch,  
Hole Punch, Staple Free Stapling, Staple On  
Demand<sup>6</sup>**Supported Media Types**Multi-Purpose Tray: Thin, Plain, Recycled, Color, Heavy, Coated,  
Tracing, Bond, Transparency, Label,  
Pre-punched, Letterhead, Tab, Envelope  
Paper: Thin, Plain, Recycled, Color, Heavy, Bond,  
Cassettes: Transparency, Pre-punched, Letterhead,  
Envelope<sup>7</sup>**Supported Media Sizes**Upper Cassette: Letter, Executive, Statement-R, Envelope  
[No.10 (COM10), Monarch, DL, ISO-C5],  
Custom Size (3-7/8" x 5-7/8" to 11-3/4" x  
8-1/2")  
Lower Cassette: 12" x 18", 11" x 17", Legal, Letter, Letter-R,  
Executive, Statement-R, Envelope  
[No.10 (COM10), Monarch, DL, ISO-C5],  
Custom Size (3-7/8" x 5-7/8" to 12" x 18")  
Multi-Purpose Tray: 12" x 18", 11" x 17", Legal, Letter, Letter-R,  
Executive, Statement, Statement-R,  
Envelope [No.10 (COM10), Monarch, DL,  
ISO-C5], Envelope Custom Size (3-7/8" x  
3-1/2" to 12-5/8" x 18"), Custom Size/  
Free Size (3-7/8" x 5-1/2" to 12-5/8" x 18")**Supported Media Weights**Cassettes: 14 lb. Bond to 140 lb. Index (52 to 256 g/m<sup>2</sup>)  
Stack Bypass: 14 lb. Bond to 110 lb. Cover (52 to 300 g/m<sup>2</sup>)  
Duplexing: 14 lb. Bond to 140 lb. Index (52 to 256 g/m<sup>2</sup>)**Print/Copy Speed (BW and Color)**C5870i: Up to 70 ppm (Letter); Up to 42 ppm  
(Letter-R); Up to 40 ppm (Legal);  
Up to 35 ppm (11" x 17")  
C5860i: Up to 60 ppm (Letter); Up to 36 ppm  
(Letter-R); Up to 34 ppm (Legal);  
Up to 32 ppm (11" x 17")  
C5850i: Up to 50 ppm (Letter); Up to 30 ppm  
(Letter-R); Up to 29 ppm (Legal);  
Up to 27 ppm (11" x 17")  
C5840i: Up to 40 ppm (Letter); Up to 24 ppm  
(Letter-R); Up to 23 ppm (Legal);  
Up to 21 ppm (11" x 17")**Warm-up Time**From Power On: Approx. 6 Seconds<sup>8</sup>

On:

From Sleep Mode<sup>9</sup>C5870i: Approx. 7 Seconds  
C5860i/ C5850i/  
C5840i:Quick Start-up Mode: Approx. 4 Seconds<sup>10</sup>**Dimensions (W x D x H)**24-3/8" x 28-1/2" x 36-7/8" (620 x 722 x 937 mm)<sup>11</sup>**Installation Space (W x D)**Basic: 44-7/8" x 45-3/4" (1,138 x 1,162 mm)  
(Right Cover Open with Multi-purpose  
tray extended + Cassette Drawers Open)  
Fully Configured: 73-1/2" x 45-3/4" (1,866 x 1,162 mm)  
(Staple Finisher-AB1 or Booklet Finisher-AB1  
with the extension tray extended + Paper  
Deck Unit-F1 + Cassette Drawers open)**Weight<sup>12</sup>**C5870i: Approx. 238.1 lb. (108 kg)  
C5860i/  
C5850i: Approx. 231.5 lb. (105 kg)  
C5840i: Approx. 229.3 lb. (104 kg)**Print Specifications****Print Resolution (dpi)**

1200 x 1200

**Standard Page Description Languages**

UFR II, PCL6, Adobe PS 3

**Supported File Types**PDF, TIFF, JPEG, EPS,<sup>13</sup> XPS**Printing from Mobile Devices and Cloud-based Services**A range of standard and optional software and MEAP-based  
solutions (including AirPrint, Mopria, Universal Print by  
Microsoft<sup>®</sup>, Canon PRINT Business, and uniFLOW Online)  
are available to provide printing from mobile devices or  
internet-connected devices and cloud-based services  
depending on your requirements. Please contact your  
sales representative for further information.**Fonts**PCL: 93 Roman, 10 Bitmap fonts, 2 OCR fonts,  
Andalé Mono WT J/K/S/T (Japanese,  
Korean, Simplified and Traditional Chinese),<sup>14</sup>  
Barcode Fonts<sup>15</sup>  
PS: 136 Roman**Operating System<sup>16</sup>**UFR II/PS: Windows<sup>®</sup> 7/8.1/10/Server2008/  
Server2008 R2/Server2012/Server2016/  
R2/Server2019, Mac OS X  
(10.11 or later)  
PCL: Windows<sup>®</sup> 7/8.1/10/Server2008/  
Server2008 R2/Server2012/Server2016/  
R2/Server2019  
PPD: Windows<sup>®</sup> 7/8.1/10, Mac OS X (10.10 or later)**Copy Specifications****First-Copy-Out Time**C5870i: As fast as 2.7 seconds (BW)/  
3.7 seconds (Color)  
C5860i: As fast as 2.9 seconds (BW)/  
4.2 seconds (Color)  
C5850i: As fast as 3.3 seconds (BW)/  
4.9 seconds (Color)  
C5840i: As fast as 4.1 seconds (BW)/  
6.1 seconds (Color)**Copy Resolution (dpi)**

600 x 600

**Multiple Copies**

Up to 999

**Magnification**

25%-400% (1% Increments)

**Preset Reductions/Enlargements**25%, 50%, 64%, 73%, 78%, 100% (1:1), 121%, 129%,  
200%, 400%**Scan Specifications****Type**

Single-Pass Duplexing Automatic Document Feeder

**Document Feeder Paper Capacity**

Up to 200 Sheets (20 lb. Bond)

**Document Feeder Supported Media Sizes**11" x 17", Legal, Letter, Letter-R, Statement, Statement-R,  
Custom Size: 2-3/4" x 5-1/2" to 12" x 17"**Document Feeder Supported Media Weights**Single-Sided Scanning: 13.3 lb. Bond to 80 lb. Cover (50 to 220 gsm)  
(BW, CL)  
Double-Sided Scanning: 13.3 lb. Bond to 80 lb. Cover (50 to 220 gsm)  
(BW, CL)**Platen Acceptable Originals**

Sheet, Book, 3-Dimensional Objects

**Pull Scan**Color Network Supported OS: ScanGear2 for both Twain and WIA  
Windows<sup>®</sup> 7/8.1/10/Server 2008/  
Server 2008 R2/Server 2012/  
Server 2012 R2/Server 2016**Scan Resolution (dpi)**Scan for Copy: 600 x 600  
Scan for Send: (Push) 600 x 600 (SMB/FTP/WebDAV/  
iFAX), (Pull) 600 x 600  
Scan for Fax: 600 x 600**Scan to Mobile Devices and Cloud-based Services**A range of solutions is available to provide scanning to  
compatible mobile devices and certain cloud-based  
services depending on your requirements.**Scan Speed (LTR) (BW/CL)**Single-sided Scanning: 135/135 (300 dpi), 80/80 (600 dpi)  
Double-sided Scanning: 270/270 (300 dpi), 160/90 (600 dpi)**Send Specifications****Destination**Standard: E-mail/Internet FAX (SMTP), SMB3.0, FTP,  
WebDAV, Mail Box  
Optional: Super G3 FAX, IP Fax**Address Book**

LDAP (2,000)/Local (1,600)/Speed Dial (200)

**Send Resolution (dpi)**Push: Up to 600 x 600  
Pull: Up to 600 x 600**Communication Protocol**File: FTP(TCP/IP), SMB3.0 (TCP/IP), WebDAV  
Email: SMTP, POP3**File Format**Standard: TIFF, JPEG, PDF (Encrypted, Compact,  
Searchable, Apply Policy, Optimize for  
Web, User Signature, PDF A/1-b, Limited  
Color, Device Signature, User Signature),  
XPS (Compact, Searchable, Device Signature,  
User Signature), Office Open XML  
(PowerPoint, Word)**Fax Specifications (Optional)****Modem Speed**Super G3: 33.6 Kbps  
G3: 14.4 Kbps**Compression Method**

MH, MR, MMR, JBIG

**Resolution (dpi)**

400 x 400, 200 x 400, 200 x 200, 200 x 100

**Sending/Recording Size**

Statement-R to 11" x 17"

**Fax Memory**

Up to 30,000 Pages (2,000 jobs)

**Speed Dials**

Max. 200

**Group Dials/Destinations**

Max. 199 Dials

**Sequential Broadcast**

Max. 256 Addresses

**Memory Backup**

Yes

## Store Specifications

### Mail Box (Number Supported)

100 User In-boxes, 1 Memory RX In-box, 50 Confidential Fax In-boxes, Maximum 10,000 Pages (2,000 jobs) Stored

### Advanced Box

Communication Protocol: SMB or WebDAV

Supported

Client PC: Windows (Windows 8.1/10)

Concurrent Connections (Max.)

SMB: 64

WebDAV: 3

### Advanced Box Available Disc Space

Approx. 16 GB (Standard HDD)

Approx. 480 GB (With Optional 1 TB HDD)

## Security Specifications

### Authentication and Access Control

User Authentication (Picture Login, Picture and PIN Login, Card Login, Username and Password Login, Function Level Login, Mobile Login), Department ID Authentication (Department ID and PIN Login, Function Level Login), uniFLOW Online Express<sup>17</sup> (PIN Login, Picture Login, Picture and PIN Login, Card Login, Card and PIN Login, Username and Password Login, Department ID and PIN Login, Function Level Login), Access Management System (Access Control)

### Document Security

Print Security (Secure Print, Encrypted Secure Print, Forced Hold Printing, uniFLOW Secure Print<sup>18</sup>), Receive Data Security (Confidential Fax Inbox Forwarding Received Documents Automatically), Scan Security (Encrypted PDF, Device Signature PDF/XPS, User Signature PDF/XPS, Adobe LiveCycle<sup>®</sup> Rights Management ES2.5 Integration), BOX Security (Mail Box Password Protected, Advanced Box Access Control), Send Data Security (Setting for requesting password input per transmission, Restricted E-mail/File send functions, Confirming FAX number, Allow/Restrict Fax Driver Transmissions, Allow/Restrict Sending from History, S/MIME Support), Document Tracking (Secure Watermark)

### Network Security

TLS 1.3, IPsec, IEEE802.1X authentication, SNMP V3.0, Firewall Functionality (IP/MAC Address Filtering), Dual Network Support (Wired LAN/Wireless LAN, Wired LAN/Wired LAN), Disabling Unused Functions (Enabling/Disabling Protocols/Applications, Enabling/Disabling Remote UI, Enabling/Disabling USB Interface), G3 FAX separation from LAN, USB Port separation from LAN, Prohibit the execution of files stored in Advanced Box in the MFP, Scan and Send-Virus Concerns for E-mail Reception

### Device Security

Protecting SSD Data [SSD Data Encryption (FIPS140-2 Validated), SSD Lock], Standard SSD Initialize, Trusted Platform Module (TPM), Job Log Conceal Function, Protecting MFD Software Integrity, Checking MFD Software Integrity (Verify System at Startup, Runtime Intrusion Detection)

### Device Management and Auditing

Administrator Password, Digital Certificate and Key Management, Audit Log, Cooperating with External Security Audit System (Security Information and Event Management), Image Data Logging, Security Policy Setting

## Environmental Specifications

### Operating Environment

Temperature: 50 to 86°F

Humidity: 20 to 80% RH (Relative Humidity)

### Power Requirements

C5870i/

C5860i/ 110-127V, 60Hz, 12A

C5850i/

C5840i: 110-127V, 60Hz, 10A

### Power Consumption

Maximum: Approx. 1,800 W

Standby: Approx. 56.1 W<sup>19</sup>

Sleep Mode: Approx. 0.8 W<sup>20</sup>

Typical Electricity Consumption (TEC) Rating<sup>21</sup>

C5870i: 0.86 kWh

C5860i: 0.71 kWh

C5850i: 0.57 kWh

C5840i: 0.47 kWh

### Standards

ENERGY STAR<sup>®</sup> Certified

Rated EPEAT<sup>®</sup> Gold

## Consumables

Item 7j.

### Toner<sup>22</sup>

GPR-61 Toner BK/C/M/Y

GPR-61L Toner C/M/Y

### Toner Yield (Estimated @ 5% Coverage)

GPR-61 Toner

BK: 71,000 Pages

GPR-61 Toner

C/M/Y: 60,000 Pages

GPR-61L Toner

C/M/Y: 26,000 Pages

<sup>1</sup> Subscription to a third-party cloud service required. Subject to third-party cloud service providers' Terms and Conditions.

<sup>2</sup> Third-party SIEM system required. Subject to third-party SIEM system's Terms and Conditions. Canon cannot ensure compatibility with all third-party SIEM systems.

<sup>3</sup> This feature is off by default and must be turned on by the user. Warm-up times are affected once turned on.

<sup>4</sup> Requires additional option.

<sup>5</sup> For current EPEAT rating (Gold/Silver/Bronze), please visit [www.epeat.net](http://www.epeat.net).

<sup>6</sup> Finishing capabilities vary depending on the options connected.

<sup>7</sup> Envelope Feeder Attachment (standard) is required.

<sup>8</sup> Time from device power-on, until copy ready (not print reservation).

<sup>9</sup> Time from exiting Sleep mode to when printing is operational.

<sup>10</sup> Time from device power-on to when the copy icon appears and is enabled to operate on the touch panel display.

<sup>11</sup> Includes main unit and either Cassette Feeding Unit-AQ1, High Capacity Cassette Feeding Unit-C1, or Cabinet Type-V.

<sup>12</sup> Includes main unit, consumables, and Cassette Feeding Unit-AQ1.

<sup>13</sup> EPS can be printed directly only from the Remote User Interface.

<sup>14</sup> Requires the optional PCL International Font Set-A1.

<sup>15</sup> Requires the optional Barcode Printer Kit-D1.

<sup>16</sup> Other operating systems and environments, including AS/400, UNIX, Linux, and Citrix may be supported. Some of these solutions are chargeable. SAP Device Types are available via the SAP Market Place. For more information, contact your sales representative.

<sup>17</sup> No charge for this solution; however, activation is required.

<sup>18</sup> Requires uniFLOW Online/uniFLOW.

<sup>19</sup> Reference Value (measured one unit).

<sup>20</sup> 0.8 W Sleep mode not available in all circumstances due to certain settings.

<sup>21</sup> Based on ENERGY STAR Product Specification for Imaging Equipment Version 3.0.

<sup>22</sup> GPR-61L Toner also available for Color (C, M, Y). Yield (estimated @ 5% coverage) is 26,000 images.

USA.CANON.COM/SIMPLYADVANCED



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This is Task Order No. \_2303-00695, consisting of \_\_\_3\_ pages.

## Task Order

---

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated [April 17, 2023] ("Agreement"), Owner and Engineer agree as follows:

### Background Data

- a. Effective Date of Task Order: May 9, 2023
- b. Owner: Huerfano County
- c. Engineer: KLJ Engineering LLC
- d. Specific Project (title): Safe Streets and Roads for All Planning Grant Application
- e. Specific Project (description): KLJ will prepare an application for funding for the FY 2023 Safe Streets and Roads for All (SS4A) Planning Grant Program under the Infrastructure Investment and Jobs Act of 2021. KLJ will gather the requisite documents and prepare the application for a planning grant submittal. Submission will be completed by the County.

### Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:

#### Grant Development

KLJ will prepare a SS4A Grant application inclusive of all requested application documents and materials. KLJ will prepare and draft the full planning grant application and solicit feedback from the County to help strengthen the overall project application and competitiveness. Grant development efforts will include document review and drafting. Huerfano County shall take responsibility for submitting the grant application through grants.gov on or ahead of the July 10, 2023 submission deadline.

#### Project Support & Coordination

KLJ will manage content development of the FY 2023 SS4A planning grant application. KLJ will ensure staff participation in any coordination calls and meetings scheduled with County staff. KLJ will work with the County to prepare materials to be submitted in Valid Eval by the County. KLJ will provide a clear timetable



and path for submission to the County and will host a “kick-off” call to develop materials/information needed from the County and deadlines for receipt of identified materials/information.

### **Additional Services**

*No additional services.*

### **Owner's Responsibilities**

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following:

The County shall participate in coordination calls through project completion, provide supplementary documents as necessary, and provide feedback to ensure overall project accuracy and competitiveness. The County shall also submit the grant application on or ahead of the July 10 deadline.

### **Payments to Engineer**

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

**Not-to-Exceed \$5,800**

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

**Consultants retained as of the Effective Date of the Task Order:** None

**Other Modifications to Agreement and Exhibits:** None

**Attachments:** None

**Other Documents Incorporated by Reference:**

A. April 17, 2023, Agreement between Owners and Engineering for Professional Services, Task Order Edition

### **Terms and Conditions**

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized

to begin performance upon its receipt of a copy of this Task Order signed by Owner. The effective date of this Task Order is May 9, 2023

OWNER: Huerfano County

ENGINEER: KLJ Engineering LLC

By: \_\_\_\_\_

By: Doug Barr

Print Name: John Galusha

Print Name: \_\_\_\_\_

Title: Chair, Board of County Commissioners

Title: \_\_\_\_\_

Firm's Certificate No. (if required): \_\_\_\_\_  
State of: \_\_\_\_\_

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Carl Young

Name: Doug Barr

Title: County Administrator

Title: Senior Engineer

Address: 401 Main Street, Suite 201  
Walsenburg, CO 81089

Address: 400 Inverness Pkwy Suite 425  
Englewood, CO 80112

E-Mail Address: cyoung@huerfano.us

E-Mail Address: Doug.Barr@kljeng.com

Phone: 719-738-3000 x110

Phone: 720-734-3663





**Huerfano County  
Land Use Department  
401 Main Street, Suite 304  
Walsenburg, Colorado 81089  
719-738-1220, Ext. 1117 (Bldg Department)**

March 27, 2023

This Letter is concerning Sharon Miranda, who owns A parcel of land located in Black hills #1, Tracts 249 &250 (parcel 2045852) , zoned agricultural (see parcel map). After investigating. The property, there is one residential structure currently on the property.

The land owners currently haul water from Walsenburg and are concerned with the city changing the mileage limits which will leave them with no water. They are approximately 18 miles from Gardner and would like to set up bulk water for the house, shower, and laundry, etc. from Gardner water station.

Please let us know if you have any further questions or concerns.

Best Regards,

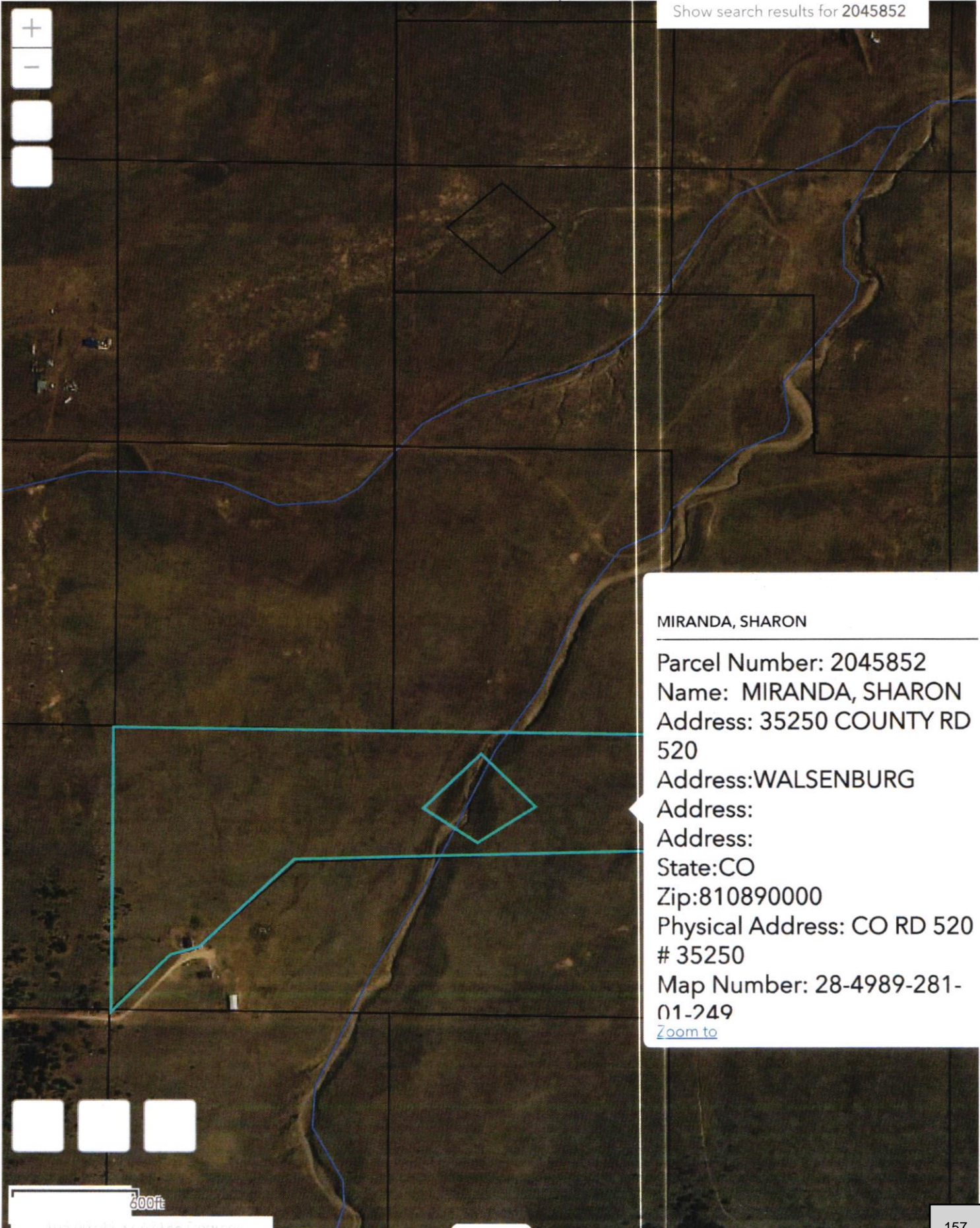
**Cheri Chamberlain**  
Huerfano County  
Building and Code Enforcement  
401 Main Street Suite 304  
Walsenburg, CO 81089  
(719) 738-1220 ext. 117 (Office)  
(719) 248-6715 (Cell)  
[cchamberlain@huerfano.us](mailto:cchamberlain@huerfano.us)

**Ryan Sablich**  
Huerfano County  
Building and Code Enforcement  
401 Main Street Suite 304  
(719) 738-1220 ext. 118 (Office)  
(719) 248-9019 (Cell)  
[rsablich@huerfano.us](mailto:rsablich@huerfano.us)



2045852 Item 71.

Show search results for 2045852



MIRANDA, SHARON

Parcel Number: 2045852  
Name: MIRANDA, SHARON  
Address: 35250 COUNTY RD 520  
Address: WALSENBURG  
Address:  
Address:  
State: CO  
Zip: 810890000  
Physical Address: CO RD 520 # 35250  
Map Number: 28-4989-281-01-249  
[Zoom to](#)



600ft  
103.00342 37.07180 Degrees

**PERMIT AND AGREEMENT FOR BULK WATER USE**

This permit and agreement for bulk water use ("Application") is entered into by and between the Gardner Water and Sewer Public Improvement District ("District") and:

Sharon Miranda to become effective on \_\_\_\_\_  
(Printed Name) ("Effective Date").

Applicant is requesting bulk water as a

County Resident  Non County Resident \_\_\_\_\_

Licensed Contractor of Hue fano County \_\_\_\_\_

Physical address of property where water will be used:  
35350 County Road 500 Walsenburg Co. 81089

In space provided please explain why you are requesting to open a bulk water account:  
TO supply water to my house for showering laundry (ect)

The city of Walsenburg is in the process of changing the  
Milage Range from to city limits. One that happens it  
will be cutoff city water haul. A lot of County people  
will be left with out water. &

Approx. 18 miles from Gardner,  
people across the Road are Gardner Address.

Attach proof of ownership to this form Accepted forms of ownership are a Property Deed, Treasurers Deed, or File Maintenance print out from county Assessor's Office.

**Bulk Water Rates and Administrative Fee.**

**County Resident Rate:**

\$0.04 cents per gallon up to 30,000 gallons per calendar year, limited to 2,500 gallons per month. Use exceeding 30,000 gallons per calendar year will be charged \$0.08 cents per gallon, limited to 1,500 gallons per month. County resident status is defined as owning a parcel of land within the 81040 postal zip codes, or within the Upper Huerfano River drainage basin with an approved conforming primary residence on the parcel.

**Non County Resident Rate:**

\$0.08 cents per gallon up to 30,000 gallons per calendar year, limited to 2,500 gallons per month. Use exceeding 30,000 gallons per calendar year shall not be permitted. Nonresident is defined as an owner of any un-improved parcel of land within the 81040 postal zip codes, or within the Upper Huerfano River basin, or any user outside of the Upper Huerfano River basin.

**Licensed Contractor of Huerfano County:**

Contractors licensed in Huerfano County shall be charged a rate of \$08.5 cents per gallon and limited to 15,000 gallons per calendar year.

**Administrative Fee:**

A non-refundable new application administrative fee of \$50.00 dollars is due at time of application submittal.

*Huerfano County has land use regulations. Account holders charged with a land use violation(s) shall have their account suspended. If it is determined that a violation does exist all remaining fees will be forfeited and the account terminated. NO EXCEPTIONS. Issuance of a bulk water account does not guarantee a source of water in perpetuity.*

**Approval of all bulk water accounts is subject to inspection of subject property by a county representative and approval of the Board.**

Applicant by signing this "Application" agrees to hold the District harmless for any damages to their property as a direct result of utilizing the Bulk Fill Station.

Customer signature: *Shawn D. Smith* DL# \_\_\_\_\_ State \_\_\_\_\_  
Expiration date \_\_\_\_\_ DOB \_\_\_\_\_

Phone number: (719) 216-8375 e-mail address: \_\_\_\_\_

Application received by: \_\_\_\_\_ Date \_\_\_\_\_  
Office Representative

Date application received by Public Works Director: \_\_\_\_\_

State Documentary Fee  
\$12.00 07-26-2021

423223  
Page 1 of 2  
Nancy C. Cruz, Clerk & Recorder  
Huerfano County, CO  
07-26-2021 08:39 AM Recording Fee \$18.00

**WARRANTY DEED**

THIS DEED, is dated the 23 day of July, 2021, and is made between LONNIE BOLIN and PHYLLIS BOLIN (whether one, or more than one), the "Grantor" of the State of Colorado and SHARON MIRANDA (whether one, or more than one), the "Grantee," whose legal address is: P.O. BOX 726, WALSENBURG, CO 81089 of the State of Colorado

State Doc Fee:  
Recording Fee:

WITNESS, that the Grantor, for and in consideration of the sum of One Hundred Twenty Thousand Dollars and No Cents (\$120,000.00), the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto the Grantee and the Grantee's heirs and assigns forever, all the real property, together with any improvements thereon, located in the County of Huerfano and State of Colorado described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

also known by street and number as: 35250 COUNTY ROAD 520, WALSENBURG, CO 81089

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee and the Grantee's heirs and assigns forever.

The Grantor, for the Grantor and the Grantor's heirs and assigns, does covenant, grant, bargain, and agree to and with the Grantee, and the Grantee's heirs and assigns: that at the time of the ensembling and delivery of these presents, the Grantor is well seized of the premises above described; has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, and in fee simple; and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid; and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except and subject to:

RESERVATIONS, RESTRICTIONS AND EASEMENTS RECORDED AT RECEPTION NO. 333261, 333262, 377893, 422994.

And the Grantor shall and will WARRANT AND FOREVER DEFEND the above described premises, but not any adjoining vacated street or alley, if any, in the quiet and peaceable possession of the Grantee, and the heirs and assigns of the Grantee, against all and every person or persons lawfully claiming the whole or any part thereof.

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

Lonnie Bolin  
LONNIE BOLIN

Phyllis Bolin  
PHYLLIS BOLIN

State of Colorado  
County of Huerfano

The foregoing instrument was acknowledged before me this 23rd day of July 2021 by LONNIE BOLIN and PHYLLIS BOLIN.

Witness my hand and official seal:  
Kimberly S. Trujillo  
Notary Public  
My Commission Expires: 12-05-2024

KIMBERLY SUE TRUJILLO  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20084041726  
MY COMMISSION EXPIRES DECEMBER 05, 2024



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Tract 250A

A portion of Tracts 249 and 250, Black Hills No. 1, Huerfano County, Colorado, being more particularly described as follows:

Beginning at a point on the West line of said Tract 250, from which point the Southwest corner of said Tract 250 bears: S 01° 49' 35", a distance of 19.00 feet; thence N 01° 49' 35" W, along the West line of said Tract 250, a distance of 1309.65 feet; thence N 88° 56' 26" E, along the North line of said Tract 250, a distance of 1346.76 feet, to the Northwest corner of Tract 249; thence N 88° 45' 09" E, along the North line of said Tract 249, a distance of 1285.60 feet, to the Northeast corner of said Tract 249; thence S 03° 18' 57" E, along the East line of said Tract 249, a distance of 525.00 feet; thence S 89° 06' 03" W, a distance of 1759.90 feet; thence S 44° 12' 34" W, a distance of 700.00 feet; thence S 71° 20' 37" W, a distance of 125.53 feet; thence S 43° 24' 39" W, a distance of 369.22 feet, to the Point of Beginning, containing 39.54 acres, more or less. To be known as Tract 250A, Black Hills No. 1.

ACCORDING TO THE RECORDS OF THE CLERK AND RECORDER FOR HUERFANO COUNTY, COLORADO.

ACCOUNT FILE MAINTENANCE

INQUIRY ONLY

Item 71.

Account 2045852 Flag R LEGAL DESCRIPTION  
 Name MIRANDA, SHARON TRACT 250A: A PORTION OF  
 Address 1 35250 COUNTY RD 520 TRACTS 249 & 250 BLACK  
 Address 2 WALSENBURG HILLS #1: BEING MORE  
 Address 3 PARTICULARLY DESCRIBED AS  
 Address 4 FOLLOWS: BEGINNING AT A POI  
 State/Zip CO 81089 0000 NT ON THE WEST LINE OF SAID  
 Property CO RD 520 # 35250  
 Map Num 28-4989-281-01-249

Prev Name1	BOLIN, LONNIE & PHYLLIS				
Prev Name2	FEDERAL HOME LOAN MORTGAGE CO	VALUES-ASSD	TAXABLE	EXEMPT	
		LAND	1325		
Use	1212	City	00000	Subdv	0070
Anlys	000	Tax/Dst	150	Zone	00
Exempt		Late Filing		Advrt	Y Bnkrpt N
ACRES: Master	00000003998	Legal	000	Value	3998
				TOTALS	9150
				Ignore PP	\$ 15080
				NOV #	11244
				NOD #	

CHANGES

Parcel On	08/30/2022	By	COHUMELI	CMD1-Value Change	CMD2-Legal Change
Name On	10/08/2021	By	COHUBDEB	CMD3-Both Changes	CMD4-Sales Change
Values On	03/17/2022	By	COHUMELI		
Legal On	08/06/2021	By	COHUPTON	CMD22-Abort Entry	HELP-More Details



## MEMORANDUM

---

**MEETING TYPE:** Regular BOCC Meeting  
**MEETING DATE:** May 9<sup>th</sup>, 2023  
**ITEM NAME:** Colorado State Forest Service Grant Program  
**SUBMITTED BY:** Brittney Ciarlo  
**SUMMARY:**

Huerfano County Emergency Manager, Brittney Ciarlo is requesting approval to apply for the 2023 Colorado State Forest Service Incentives for Local Government Grant program. The application would be for salary and benefit expenses for the Hazard Mitigation and Planning Specialist position in the total amount of \$80,876.30 with a 25% match requirement of \$20,219.10. Since the County has already approved the budget including this position, we are able to commit to the match. The requirements and conditions include a focus in the areas of mitigation in Navajo and Cuchara with a combination of work between this position, FireWise Communities, youth and local HOA's.



**2023 Application  
Incentives For Local Government  
Grant Program**

Established by HB 22-1011

**Application Instructions**

The application is in pdf format. Applicants should use Adobe Acrobat or the free Adobe Reader software to download and edit the application for the most reliable results. All blocks are fill-in enabled and character locked. Applicants should write clearly in complete sentences and provide as much detail as needed for reviewers to understand all aspects of proposed projects in the allotted character space. Characters include letters, numbers, spaces and punctuation.

**Note: Additional support materials beyond the allowable support letters, maps and contract bids will not be considered.**

**A. Applicant Information**

To receive Incentives for Local Government Grant Program funds, the applicant or fiscal agent must be registered with the IRS and have a tax identification number. Fiscal agents often take responsibility for financial or other types of transactions for another entity. If the applicant organization will not be the direct fiscal agent for contracting purposes, list the name of the desired fiscal agent. For the purposes of this grant application and the resulting grant agreement, a fiscal agent is a separate entity that agrees to assure that a project will use awarded grant funds to accomplish the ends described in the grant application and the resulting grant agreement.

Fiscal agents are eligible for grant awards on behalf of the applicant organization in any of the following circumstances:

1. The fiscal agent must be identified at the time the grant application is submitted. The fiscal agent shall either be the grant applicant or clearly identified as the fiscal agent for the applicant organization in the grant application.
2. The fiscal agent is also eligible for a grant award.
3. The fiscal agent takes responsibility, not just for financial matters related to the grant, but for all aspects of grant performance and monitoring, including financial accounting, performance of the grant accomplishments, performance reporting and financial reporting.

*Note: The fiscal agent must remain unchanged during the full period of the grant.*

Name of Project:	Hazard Mitigation and Planning Specialist
Applicant/Fiscal Agent:	Huerfano County
Type of Organization:	Government
Contact Person/Title:	Brittney Ciarlo
Mailing Address:	401 Main St
City, State, Zip Code:	Walsenburg, Co 81089
Phone (Work/Cell):	719-989-8977
Email:	bciarlo@huerfano.us

## B. Eligibility

This section includes a checklist of **required** elements for each application. If the application does not include **all** of the items below (i.e. any items checked “No”), the application will be considered ineligible.

<p>Are you applying on behalf of a local government entity?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>Do you have <b>required</b> formal commitment for matching funds? This can be communicated through explanation of designated fund, specific project or revenue source, passed initiative, etc.</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>Did you attached a <b>required</b> 1-page map showing the project area or territorial boundary of the local government <b>IN</b> the <a href="#">Colorado Forest Atlas</a> with the 2020 Forest Action Plan Composite Priority theme <b>and</b> the Areas of Fewer Economic Resources layer (Social Vulnerability Index) visible?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>Is the information in this application accurate to the best of your knowledge and do you agree to contracting requirements, including reporting requirements, as outlined in the Request for Applications?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>

From the [Colorado Forest Atlas](#) homepage, launch the Wildfire Risk Reduction Planner application to create a project area, view and print maps of the project area with the Composite Priority theme overlaid and the Social Vulnerability Index layer visible. The Wildfire Risk Reduction Planner application requires users to create an account with the Colorado Forest Atlas, free of charge, before they can access the application. Account requests are usually approved within 1 day of submitting the request.

### 2020 Forest Action Plan Composite Theme

The Composite Priority Map prioritizes areas that address combined Themes of Forest Conditions, Living with Wildfire and Watershed Protection. The Forest Conditions Theme Priority Map evaluates threats such as insect and disease disturbance, canopy fire and land use conversion. The Living with Wildfire Theme Priority Map evaluates wildfire risk including the wildland urban interface, drinking water assets, forest and riparian assets combined with burn probabilities. The Watershed Protection Theme Priority Map evaluates improving and maintaining quality of water and infrastructure by looking at infrastructure and predicted post-fire erosion rates. More information on the 2020 Colorado Forest Action Plan and Themes can be found on the [Forest Atlas](#).

### Social Vulnerability Index

Projects or territorial boundaries located partially or fully in areas identified as having Fewer Economic Resources may match 25% in cash match to 75% grant funds for the total project budget. All other projects areas must match 50% in cash match to 50% grant funds for the total project budget. When viewing the Social Vulnerability Index, the project areas or territorial boundaries within the cross-hatching indicate a project is eligible for a 25% match. Additional information on the Social Vulnerability Index and how areas of fewer economic resources are defined can be found on the Wildfire Risk Reduction Planner application in the [Forest Atlas](#).

Additional risk maps, such as a Community Wildfire Protection Plan (CWPP) map or other Forest Action Plan theme maps such as Watershed Protection or Forest Conditions, may be included and should be clearly labeled.

## How to create a map with the project area and the Composite Priority layer and Social Vulnerability

Index visible ([Click here to view step-by-step images of this process](#)):

1. Launch the Wildfire Risk Reduction Planner application.
2. Navigate to the Analyze Project Areas section in the menu on the left and click the “**Manage Project Areas**” button. A “Manage Project Areas” menu box will open.
3. Click the “+” button in the bottom right corner of the “Manage Project Areas” menu to create a new project area. The project area can be created by using the drawing tool within the application or you have the option of uploading an existing shapefile or kml file containing the project area if you already have one. Shapefiles must be in a compressed zip folder and projected in NAD 1983 UTM Zone 13N coordinate reference system. When uploading a shapefile, you must press the “Select” button and then click on your shapefile in the map (it should turn green when selected) and click “Finish”.
4. After you’ve created the project area, select the project area within the “Manage Project Areas” box to activate this project area.
5. Expand the Reference Layers and turn on required **Social Vulnerability Index layer** and any relevant layers, such as Ownership or County Boundaries. If your project area falls within the cross-hatching that indicates you are eligible for a 25% match.
6. Expand the Map Themes icon and make sure the 2020 Forest Action Plan “**Forest Action Plan Composite Map**” is enabled. Adjust the Theme Transparency in order to see any relevant Reference Layers.
7. Scroll down on the left-hand side of the page to the “**Print Map**” function and click on “Print Map.” Click the check mark inside a circle on the map to indicate the area surrounded by the dashed rectangle is the area that should be printed, and then click “**Print.**”
8. The application may run a few minutes while creating a map. A Composite Priority map with the SVI layer and project area boundaries will be created.

If further assistance is needed, reference the [user manual](#) on the CO Forest Atlas support page or contact us using the form on the [Colorado Forest Atlas Contact page](#).

### C. Project Summary

This section is a summary of project details.

All information for the project must fit into the allotted character spaces below.

Approximate number of homes/critical infrastructure elements directly affected by this project:	898
Total number of acres* to be treated (if applicable):	300
Estimated cost/acre (if applicable): This can be determined by dividing the total project budget from Section F. <i>Total Project Budget</i> (both the total grant share and match share combined) by the total number of acres proposed for treatment.	250
Number of jobs to be created (if applicable):	1
In the instance of the project being partially funded, is the project still viable with reduced outcomes (i.e., is the project scalable)?	Yes

\***Total number of acres** identified should only be treated acres within project boundaries and should not include areas that are inoperable, inaccessible, or untreated “reserves” within project areas.

## Brief Project Summary

All information for the project must fit into the allotted 500-character space. Characters include letters, numbers, spaces and punctuation.

Hazard Mitigation and Planning Specialist position will be hired by Huerfano County with focus of working with youth groups, FireWise communities and Emergency Management positions to mitigate highest priority areas. Focus areas will be those with only one ingress/egress. FireWise communities will be maintained as well as new ones established. Act as the liaison for integrating all-hazard planning, mitigation, and suppression activities with other County or regional agencies.

## D. Project Relation to Forest Action Plan and Local Actions

Briefly describe the project objectives. Clearly describe how the project goals align with the specific goals of the Colorado State Forest Action Plan\* and specific Community Wildfire Protection Plan or similar plan goals and objectives (if applicable).

\*The 2020 Colorado State Forest Action Plan is required by the 2008 Farm Bill to help guide where the CSFS directs resources to and is available in the Forest Action Plan application on the [Forest Atlas](#).

All information for the project must fit into the allotted 2,500-character space. Characters include letters, numbers, spaces and punctuation.

**Forest Conditions-** Local forests are experiencing high amounts of beetle kill infested trees. This employee will work with federal, state and local agencies to assist where needed and coordinating work to make the most difference with infested areas.

**Living with Wildfire-** This position will work directly with local agencies, HOA's and FireWise communities. Housing assessments will be completed to provide guidance and feedback on steps that can be taken to prevent fire threats on individual properties. Beyond individual assessments, coordination will take place to mitigate and create potential control lines in heavily forested areas. Main focus will begin in neighborhoods with only one ingress and egress.

**Watershed Protection-** This position will also work with Water conservation boards and coordinate recovery projects for flood mitigation

This position will also be a vital person in the upcoming update to Huerfano County's Hazard Mitigation FEMA-Approved plan as well as WUI and CWPP Community planning.

### E. Matching Contributions

DO NOT show grant-requested funds in this table. This is for matching share only, which is a minimum of 50% of total project cost, or 25% for areas of fewer economic resources. All matching funds, must be clearly quantified and justified in Section G. Budget Narrative of the grant application.

For projects not located in areas of fewer economic resources (outside cross-hatching area within the Social Vulnerability Index layer), applications are required to demonstrate an ability to match requested grant funds for a minimum of a 1:1, or dollar-for-dollar, grant to match ratio. For example, if the total project budget is \$100,000 the minimum match would be \$50,000 and the grant-funding request would be for \$50,000.

Proposed projects located within areas of fewer economic resources are required to match the requested grant funds for a minimum of 3:1, grant to match ratio. In a similar example, if the total project budget is \$100,000, the grant-funding request would be \$75,000 and the minimum match would be \$25,000.

**Contributing revenue source/existing program, project, or funding mechanism:** Specify the name of each designated revenue source, existing program, project, or funding mechanism that is being used as match, and the dollar amount of each contribution. Spell out all acronyms in Section G. Budget Narrative.

**Cash match (dollars):** Any funding awarded under the grant program must match either revenues raised by the local government from a dedicated revenue source or supplement existing programs administered by the local government on a long-term basis, which efforts are intended to be used for forest management or wildfire mitigation efforts at the local level. A local government is eligible for funding under the grant program even in the absence of a dedicated revenue source if:

1. It has created and administers an existing program, project or funding mechanism that provides long-term funding at the local level for wildfire mitigation or forest health OR
2. It has created and administers other creative and innovative approaches for promoting wildfire mitigation and forest health.
3. An approved ballot issue creating a long-term revenue source takes place the same calendar year as the funding is awarded

**Applications will be disqualified if sufficient match is not identified.**

Contributing Revenue Source, Existing Program, Project, or Funding Mechanism: (Name)	Huerfano County Emergency Services				<b>TOTAL</b>
Cash Match: (Dollars)	\$ 20,219				\$ 20,219.10

### F. Total Project Budget

This section should reflect the entire budget for the proposed project. The grant share column should reflect the state grant funds being requested in this application. The match columns should carry over information from Section E. *Matching Contributions*. Please ensure that total budget numbers are calculated correctly and that the Match % is no less than 50% (or 25% for areas of fewer economic resources). All expenses should be described in detail in Section G. *Budget Narrative*.

Personnel/Labor: Include expenses directed toward staff time or labor, *except those being directed to contractual services*.

Supplies/Materials: Include expenses for supplies or rental equipment used to complete project activities.



**Contractual Services:** Include expenses that will be contracted out to a third-party.

**Indirect Costs:** Include a wide variety of items not specifically broken out in the budget known as facilities and administrative costs, such as costs for utilities, telephone, copying, accounts payable, payroll, purchasing agent’s time and routine administrative services.

**Anticipated Project Revenue:** List any anticipated cost offsets or revenues generated from the utilization of forest products or woody biomass. Any revenue generated by the project must be explained clearly in the budget narrative and be factored into the grant request. For example, if the cost for treatment is \$3,000 per acre, but utilization will decrease the cost to \$2,500 per acre, then show the \$500 per acre as revenue, request funding based on the \$2,500 per acre and explain the reasoning in *Section G. Budget Narrative*.

Total Project Budget	Grant Share (\$ Amount requested)	Match	TOTAL
Personnel / Labor:	\$ 60,657.20	\$ 20,219.10	\$ 80,876.30
Supplies / Materials:			0
Contractual Services:			0
Indirect Costs: <small>Grant share indirect costs may not exceed 10% of grant total</small>			0
<b>TOTAL PROJECT BUDGET</b>	\$ 60,657.20	\$ 20,219.10	\$ 80,876.30

Anticipated Project Revenue (from wood or biomass utilization)	0
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To calculate match %, divide the Total Match (purple box) with the Total Project Budget (green box). If match is less than 50.00% of the total project budget, the application will be disqualified.

**G. Budget Narrative**

Describe in detail the budget line items listed in Sections E. *Matching Contributions* and F. *Total Project Budget*.

Clearly explain how specific project costs were estimated. For example, estimated per-acre costs of contracted work should be supported by bids, known costs from previous or similar projects, or other means. Describe the role of each entity involved in project implementation and the known terms of contracts associated with the project.

Clearly explain the anticipated project revenue or cost-savings, how revenue is factored into the grant request, the intended use of any revenue, and how revenue generated will further the objectives of the program. For example, will the revenue allow more acres to be treated?

If the project includes match from an existing program, project or funding mechanism, describe how it creates long-term funding at the local level for wildfire mitigation or forest health.

If electors of the local government approved a ballot issue creating the revenue source that forms the basis for the match, include details on the specific ballot issue and date of election when the initiative was approved.

Describe how you meet the eligibility requirements for this grant program.

Additional preference will be given to applicants that make available a dedicated revenue source for wildfire mitigation or forest health and full-time employees to collaborate with private landowners to implement wildfire mitigation measures.

Directly affected homes/critical infrastructure numbers gathered from GIS. These will all benefit from mitigated ingress/egress  
Navajo Resorts-69, Navajo Estates - 240, Cuchara Village 198, Cuchara South - 162, Hwy 12 to Mountain Resort - 229

This role will be responsible for a minimum of 300 acres to be mitigated between FireWise, youth and local HOA's. If more acres are able to be included, they definitely will be completed.

The total amount requested is based on a \$55,000 annual salary and benefits in the amount of \$25,876.30. Money for the match is already available in the Emergency Management budget. This position will not create any time of revenue as all services provided will be expectations provided in job description. This position will be included in following years budget to ensure continuity of operations. Project locations will expand in upcoming years by severity.

## H. Project Area Description

Describe the project area and/or territorial boundaries of the local government where the grant funds will be used. Examples include land ownership breakdown (including acres) and the community or communities in which the project will take place including population, number of homes and structures, and other values at risk. Identify which hazards and challenges exist and how the project will overcome those challenges and reduce hazardous fuels and/or improve forest condition, and to what extent. Describe any Community Wildfire Protection Plan activities that will take place and how those activities are relevant to the project.

All information for the project must fit into the allotted 2,000-character space. Characters include letters, numbers, spaces and punctuation.

Work will be focused in the Navajo Ranch/Estates neighborhood as well as upper Cuchara valley. Most of these areas are faced with poorly maintained roadways with only one ingress/egress serving large numbers of residents. Potential control lines will be assessed and mitigated by severity of condition. Having one central point for local homeowners and communities will greatly increase accessibility for projects and expectations.

Structures include Navajo Resorts-69, Navajo Estates - 240, Cuchara Village 198, Cuchara South - 162, Hwy 12 to Mountain Resort - 229. Estimated population is close to 1500 with significantly more than that during the summer months as tourists raise population dramatically.

This position will also coordinate and create necessary CWPP plans and updates for Huerfano County. They will also participate in the Hazard Mitigation plan update which is actively beginning.

## I. Project Prescription and/or Capacity Building

For projects that include on-the-ground treatments, describe the prescription and scientific foundation for the project and the specific practice standards that will be applied to achieve the desired outcomes of the project.

Descriptions should be detailed and measurable, and may include the distance fuels mitigation work will be conducted from homes and structures, target basal area for forest thinning, target fuel loading, target percentage for the reduction of continuous tree and shrub canopy cover, etc. Describe how invasive species will be managed during project implementation as well as how wildfire impacts will be considered.

Prescriptions should specifically address how projects will comply with [Colorado Forestry Best Management Practices \(BMPs\)](#).

The scientific foundation should be substantiated by a reliable and professional resource with proper interpretation and recognized as appropriate to the local conditions found on the project site. Resources include publications such as CSFS guidelines and/or research articles from relevant studies appropriate to Colorado, management plans and the expertise of CSFS foresters, consultants or other professionals. CSFS guidelines include Forestry BMPs, thinning standards and guidelines on defensible space, fuels mastication, shaded fuelbreak development, etc. All of these publications are available at <http://csfs.colostate.edu/csfspublications/>.

Successful applicants may be required to submit a more detailed prescription prior to a grant award from the CSFS.

For projects that include capacity building, describe how increased staffing, community engagement, prioritization and planning efforts, and/or requested purchase of equipment will enhance local capacity to implement and maintain efforts related to forest management or wildfire mitigation activities.

Planning efforts should include specific and measurable activities, such as the number of stakeholder outreach and engagements, the target audience and expected outcomes, such as development, mapping and prioritization of fuels reduction projects.

Proposals to support staffing should describe the position(s) and responsibilities and how efforts will support long-term capacity for planning and implementation of fuels and forest restoration activities.

Projects that include purchases of equipment should describe any related training and safety measures to address safe use of purchase(s). If possible, quantify the annual anticipated use of equipment.

If the project is part of an existing program, project or funding mechanism, describe how existing initiatives have been successful and how awarded funds will increase success into the future.

Job Descriptions with expectations is as follows:

**Job Summary:**

The Mitigation and Planning Specialist is responsible for developing and managing all hazard mitigation projects and facilitating the growth of planning, mitigation and suppression capabilities. The Mitigation and Planning Specialist is also responsible for assisting with preparation of historical data, essential plan creation and/or updates, grant preparation and management, and assisting with the operation of the Emergency Operation Center. The Mitigation and Planning Specialist attends frequent training and meetings as well as monitoring Local, State and Federal regulations to ensure plan and policy compliance.

**Mitigation Responsibilities**

Ensure that the Community Wildfire Protection Plan (CWPP) as well as other necessary County agreements, plans, and policies meet current guidelines. Emphasize Action Items implementation, 'Fire Safety Feature' mapping, and pre-fire agreements i.e. dip-site water use MOU's or equivalent. Maintain existing and develop additional Firewise USA designated subdivisions/associations. Identify potential control line sites and hazards that can create future issues, create work plan to resolve. Act as the liaison for integrating all-hazard planning, mitigation, and suppression activities with other County or regional agencies including: Watershed Conservation, Economic Development and Multi-Hazard Mitigation planning.

Research and procure additional funding for all-hazard mitigation for use within Huerfano County. Monitor the availability of Title III and other funding to complete assigned projects.

All-Hazard recovery may include: direction/supervision of field crews, design and coordination of one or more flood mitigation project sites, development of effective implementation processes, crew and supervisor training, coordination of volunteer and other labor resources, interfacing with recovery specialists, coordination with other County personnel, consultations with property owners, and lead sawyer, logistics and site manager roles.

**Community Outreach and Resiliency**

Serve as a point of contact and information for Huerfano County Residents and Businesses on Emergency Preparedness and Mitigation.

Assist in creating documents and programming to guide the long-term approach to community resiliency.

**J. Strategic Value of Project**

Explain the strategic nature of the project. Identify if the proposed project will take place adjacent or in close proximity to other planned or previously treated forest areas on state, local government, municipal, private or federal lands. Explain whether the project will be implemented across land-ownership boundaries; if it is within a priority area identified in a completed Community Wildfire Protection Plan or FEMA Hazard Mitigation Plan; and/or if it is part of a larger landscape-scale treatment effort. Describe the benefits the project will have to the respective community or residents. If appropriate, explain how the proposed project could serve as a catalyst for future forest management projects. Describe any coordination that will occur with participating groups/organizations and include partner contributions to the project.

Preference will be given to projects that include initiatives emphasizing a regional approach to promoting forest management and wildfire mitigation. Preference will also be given to applicants that describe initiatives of a longer duration that are intended to give the local government a stable source of revenue for forest management and wildfire mitigation efforts.

Coordination will be required with regional, federal, state and local partners as well as individual homeowners. Larger projects with the most critical benefit will be prioritized. All work will be coordinated through Emergency Management department and participate in Mutual agency coordination groups to ensure that projects are not overlapped and implemented as efficiently as possible with partner involvement from the beginning.

### K. Timeline

Provide a timeline for the project including project beginning and end dates as well as project milestones with specific targets for completion. **All projects funded in this cycle should be completed by July 1, 2027.**

All information for the project must fit into the allotted 1,000-character space. Characters include letters, numbers, spaces and punctuation.

This position will potentially be hired in May of 2023. Training will begin immediately as well as introductions to all involved partners. Project planning will begin and be implemented in Q3 of 23 and resume through Q2 of 2024 as funding requested will cover one year of salary.

### L. Maintenance/Sustainability

Outline long-term plans to monitor and maintain the improved landscape conditions achieved through implementation of the proposed project. Monitoring and maintenance activities that do not use grant dollars are expected to occur after the project period to sustain the benefits of the treatments. Identify who will plan and provide the project monitoring and maintenance services, how the work will be funded, what monitoring and maintenance will be needed to sustain the long-term benefits and at what frequency monitoring and maintenance will be necessary.

For projects that include capacity building, explain how the proposed project will be sustained over time, maintain and/or enhance capacity.

For projects that include equipment purchases describe how equipment will be cared for and used beyond the life of the project. The expectation is that equipment will be used and maintained by the awardee for a minimum of five years following the grant. Clearly address who will maintain purchase(s), what will be done and how, when this will be accomplished and how often, etc.

Projects that include planning and staffing should describe how plans will be used over time and how position(s) will be supported beyond the life of the grant. If the project includes project identification and prescription development, describe the commitment to implement projects after completion of grant.

All information for the project must fit into the allotted 1,500-character space. Characters include letters, numbers, spaces and punctuation.

This position will be added into the 2024 budget and years to follow to ensure mitigation goals and projects continue. Continuity within this position will build strong relationships beyond Huerfano County. In future years, potential revenue creating projects may be discussed but at this time we would like to focus on relationship building, networking and goal accomplishment regarding mutual partners project coordination.

### M. Additional Preference

Local Governments that have attempted unsuccessfully to create a dedicated revenue source for wildfire mitigation or forest health will be given additional preference. If this applies to you, please describe previous unsuccessful attempts to create a dedicated revenue source for wildfire mitigation or forest health and identify the roadblocks that resulted in an unsuccessful attempt and how those roadblocks will be overcome.

All information for the project must fit into the allotted 500-character space. Characters include letters, numbers, spaces and punctuation.

Huerfano County has previously employed a full time Wildfire Mitigation coordinator. This role has now been expanded and would like to be filled again in a revamped position. The hardest part Huerfano County has had in regards to this position has been finding and retaining the right candidate. Utilizing a grant with specific requirements and updates to hold accountable will ensure that this position is dedicated and can maintain this position now and in the future.

Note: Additional support materials beyond the allowable support letters, maps and contract bids will not be considered.

**1. Project Relation to Forest Action Plan and Local Actions (Section D) Score: \_\_\_\_\_/10 pts**

Are the objectives of the project clearly defined, and do project goals align with specific goals in the Colorado State Forest Action Plan? Does the project fit into the goals of a specific Community Wildfire Protection Plan (CWPP) or other similar collaborative plan? Have the community/communities adopted local measures to reduce wildfire risk?

**2. Budget (Sections E, F & G) Score: \_\_\_\_\_/10 pts**

Review both the budget breakdown and the accompanying narrative. Do costs seem reasonable and/or justified for the proposed work? Does the budget provide effective leverage for other funds? Is there a commitment to make available a dedicated revenue source and/or full-time employees?

**3. Project Area Description (Sections H) Score: \_\_\_\_\_/5 pts**

How well is the project area defined? Consider any maps included: 2020 FAP Composite Priority map, other FAP theme maps, CWPP maps, etc. Do the maps align, and in what priority value are the projects located? Are the projects likely to be effective in reducing risk to identified values? Are hazards and challenges identified and a solution address? Is the project in an area of fewer economic resources?

**4. Project Prescription and/or Capacity Building (Section I) Score: \_\_\_\_\_/10 pts**

How appropriate are the standards and prescriptions to achieve the project and grant program’s objectives? Do the scientific standards reflect best available information? Are applicable Colorado Forestry Best Management Practices (BMPs) addressed or discussed? Have applicants consulted with experts? Have CSFS guidelines been integrated? Are the prescription standards detailed and measurable? For increased staffing, are positions and responsibilities appropriate and supportive of long-term capacity planning and implementation of wildfire mitigation or forest health efforts?

**5. Strategic Value of Project (Section J) Score: \_\_\_\_\_/5 pts**

Does the project tier to a county plan or relevant CWPP? Is there an emphasis on a regional approach? Is it adjacent or in close proximity to other planned or previously treated areas? Will the project achieve results at a meaningful scale? Is there intent to provide a stable source of revenue?

**6. Timeline (Section K) Score: \_\_\_\_\_/5 pts**

Is the timeline organized with clearly defined beginning and end dates, project milestones and specific targets completed at specific times? Does the proposed timeline seem achievable?

**7. Maintenance/Sustainability (Section L) Score: \_\_\_\_\_/5 pts**

Is there a plan to maintain the project after completion? Does the maintenance plan include details of who will accomplish maintenance tasks, how the work will be funded and how often activities will occur (equipment purchases and fuels projects)? For increased staffing, is there a plan to maintain and/or enhance capacity?

**8. Additional Consideration/Preference (Section M) Score: \_\_\_\_\_/2 pts**

If applicable, are previous unsuccessful attempts to create a dedicated revenue source for wildfire mitigation or forest health described and are roadblocks that resulted in unsuccessful attempts identified?

**AMENDED REPLACEMENT WATER LEASE AGREEMENT**

THIS AMENDED REPLACEMENT WATER LEASE AGREEMENT (“Amended Agreement”) is entered into this \_\_\_\_ day of May, 2022 by and between the Huerfano County Water Conservancy District, whose address is P.O. Box 442, La Veta, CO 81055 (the “District”), and Huerfano County, whose address is c/o County Administrator, 401 Main Street, Suite 201, Walsenburg, Colorado 81089 (the “Participant”). The District and Participant are referred to collectively herein as “Parties” and individually as “Party.”

**RECITALS**

A. The District is a water conservancy district organized pursuant to Section 32-45-101 *et seq.*, C.R.S., known as the Water Conservancy Act.

B. The District operates an adjudicated augmentation plan pursuant to a decree entered on November 14, 2016 in Case No. 13CW3062, Colorado District Court, Water Division 2 (“Augmentation Plan”). Such decree is recorded in Huerfano County at Reception No. 407501. The service area of the Augmentation Plan is generally the Huerfano River drainage within Huerfano County.

C. Pursuant to the Augmentation Plan, the District has available consumptive use credits to provide augmentation water to replace out-of-priority depletions caused by participating water uses from the Huerfano River and its tributaries (“Replacement Credits”).

D. Participant was included as a plan participant within the Augmentation Plan.

E. The Participant entered into a lease with the District for the provision of 3 acre-feet of Replacement Credits dated \_\_\_\_\_ for road and bridge construction and maintenance activities throughout Huerfano County (“Original Agreement”).

F. Siete, Inc. (“Siete”), is a company contracted to conduct road and bridge construction and maintenance activities on I-25 within Huerfano County and is in need of water to conduct such activities.

G. The Participant wishes to increase the amount of leased Replacement Credits provided by the District to the Participant by nine (9) acre-feet for a total of twelve (12) acre-feet for May through July of 2023 in order to provide the additional nine (9) acre-feet of Replacement Credit to Siete.

H. The District is willing to lease the additional nine (9) acre-feet of Replacement Credit to the Participant.

I. No other modifications to the Original Agreement are made by this Amended Agreement.



## AMENDED AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, the mutual promises contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

**1. Incorporation by Reference.** The above recitals are incorporated herein by this reference as if fully set forth herein.

**2. Additional Replacement Credits.** The District agrees to lease to the Participant and the Participant agrees to lease from the District an additional nine (9) acre-feet of Replacement Credit, which is in addition to the three (3) acre-feet subject of the Original Agreement (“Additional Replacement”).

**3. Lease Price.** The lease price for the Additional Replacement shall be thirty two thousand one hundred ninety three dollars (\$32,193.00) (“Additional Rental”). This amount represents the price of three thousand five hundred seventy seven dollars (\$3,577.00) per acre-foot for Replacement Credit of Tier 1 water for a total of nine (9) acre-feet. The Additional Rental is due upon execution of this Amended Agreement.

**4. Administrative Cost.** The Participant shall also pay to the District \_\_\_\_\_ to cover legal and engineering expenses incurred by the District in order to lease the Additional Replacement to the Participant (“Administrative Cost”). The Administrative Cost is due upon execution of this Amended Agreement.

**5. Term.** The term of this Amended Agreement shall be for May through July of 2023.

**6. Timing and Amount of Diversion.** Subject to the approval requirement pursuant to Paragraph 8 herein, the Participant or Siete, as concerns the diversion of the Additional Replacement, shall not divert from the Huerfano River more than 1 acre-foot of water in May, 2023; 7.73 acre-feet of water in June, 2023; and 0.0869 acre-feet in July, 2023. However, as the County is leasing nine (9) acre-feet from the District, Participant or Siete is free to allocate the diversion of the remaining 0.1831 acre-feet as they deem fit, subject to the approval requirement of Paragraph 8 herein.

**7. Points of Withdrawal.** The locations the Additional Replacement may be taken from the Huerfano River by Participant or Siete remain the same as set forth in the Augmentation Plan and are described as follows:

- a. A point where County Road 560 crosses the Huerfano River in the NW1/4 of the NW1/4 of Section 24, Township 26 South, Range 70 West of the 6<sup>th</sup> P.M, UTM Coordinates Zone 13, NAD83; Easting: 484300, Northing: 4181185.

- b. A point near Badito Crossing just upstream of the point where County Road 616 crosses the Huerfano River in the NE1/4 of the SE1/4 of Section 5, Township 27 South, Range 68 West of the 6<sup>th</sup> P.M., UTM Coordinates Zone 13, NAD83; Easting: 498726, Northing: 4175615.
- c. A point just under one-half mile east of I-25 in the SW1/4 of the NW1/4 of Section 30, Township 26 South, Range 66 West of the 6<sup>th</sup> P.M., UTM Coordinates Zone 13, NAD83; Easting: 515155, Northing: 4179070.

**8. Conferral with District Engineer.** Due to the volume of the Additional Replacement that may potentially be taken at any given time from the Huerfano River, prior to diversions from the Huerfano River, Participant or Siete shall confer with the District's engineer, Steve Smith of the Applegate Group, to confirm timing and amounts of requested diversions and to receive approval for the requested diversions.

**9. No Other Parties.** No other parties other than the County or Siete are authorized to utilize the Additional Replacement without first obtaining approval from the District, which such approval is within the District's sole discretion.

**10. Indemnity.** Any use of water augmented by the District that is leased to or allowed to be utilized by Siete shall be subject to the lease agreements between the District and the County, the Rules and Regulations of the District, and the decree entered in Case No. 13CW3062, Colorado District Court, Water Division 2 and Siete shall be informed as such. Additionally, the County shall indemnify the District for any causes or claims arising from the County allowing Siete to divert water augmented by the District.

**11. All Other Terms of the Original Agreement Remain in Effect.** Other than as specifically set forth herein, no other terms and conditions of the Original Agreement are amended, and such terms remain in full force and effect.

THIS AMENDED AGREEMENT is entered into on the date and year set forth above.

<Remainder of this page intentionally left blank>

**DISTRICT**  
HUERFANO COUNTY WATER  
CONSERVANCY DISTRICT

**PARTICIPANT**  
HUERFANO COUNTY

BY:

BY:

\_\_\_\_\_  
Scott King, President

\_\_\_\_\_  
Name Title

DATE:\_\_\_\_\_

\_\_\_\_\_  
Signature

DATE:\_\_\_\_\_

## REPLACEMENT WATER LEASE AGREEMENT

THIS REPLACEMENT WATER LEASE AGREEMENT (“Agreement”) is entered into this \_\_\_\_ day of May, 2022 by and between Huerfano County, whose address is c/o County Administrator, 401 Main Street, Suite 201, Walsenburg, Colorado 81089 (the “County”), and Siete, Inc., whose address is P.O. Box 202, Rye, Colorado 81069 (“Siete”). The County and Siete are referred to collectively herein as “Parties” and individually as “Party.”

### RECITALS

A. Siete is contracted to conduct road and bridge construction and maintenance activities on I-25 within Huerfano County and is in need of water to conduct such activities.

B. The County is included as a plan participant in the augmentation plan adjudicated by the Huerfano County Water Conservancy District (“District”) on November 14, 2016 in Case No. 13CW3062, Colorado District Court, Water Division 2.

C. As a plan participant, the County leases augmentation water from the District for road and bridge construction and maintenance activities throughout Huerfano County.

D. The County is willing to lease additional augmentation supplies from the District in order to provide Siete with water for road and bridge construction and maintenance activities on I-25 within Huerfano County.

E. Siete desires to lease from the County the right to make diversions from the Huerfano River to provide water supply for the road and bridge construction and maintenance activities on I-25 within Huerfano County.

F. Siete projects that it will need 1 acre-foot of water in May, 7.73 acre-feet of water in June, and 0.0869 acre-feet in July, all in 2023.

G. As the Huerfano County Water Conservancy District provides augmentation water in 1 acre-foot increments, the County will lease to Siete nine (9) acre-feet.

### AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, the mutual promises contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

**1. Incorporation by Reference.** The above recitals are incorporated herein by this reference as if fully set forth herein.

**2. Lease of Augmented Water.** The County agrees to lease to Siete and Siete agrees to lease from the from the County the right to divert augmented water from the Huerfano River in the amount of nine (9) acre-feet (“Leased Water”).

3. **Lease Price.** The lease price for the Additional Replacement shall be forty five thousand dollars (\$45,000.00) (“Rental”). This amount represents the price of five thousand dollars (\$5,000.00) per acre-foot. The Rental is due upon execution of this Amended Agreement.

4. **Administrative Cost and Deposit.** Siete shall also pay to the County eight thousand five hundred dollars (\$8,500.00) to cover administrative costs including legal, engineering, an accounting costs (“Administrative Cost”). The Administrative Cost is due upon execution of this Agreement.

5. **Term.** The term of this Amended Agreement shall be for the months of May, June, and July, 2023.

6. **Non-Use.** There shall be no refunds to Siete from the County for water not taken by Siete, whether or not water was legally or physically available to be taken by Siete.

7. **Timing and Amount of Diversion.** Subject to the approval requirement pursuant to Paragraph 9 herein, Siete shall not divert from the Huerfano River more than 1 acre-foot of water in May, 2023; 7.73 acre-feet of water in June, 2023; and 0.0869 acre-feet in July, 2023. However, as Siete projects a need of 8.8169 acre-feet for May, June, and July, but is leasing nine (9) acre-feet from the County, Siete is free to allocate the diversion of the remaining 0.1831 acre-feet as it deems fit, subject to the approval requirement of Paragraph 9 herein.

8. **Points of Withdrawal.** The locations the Leased Water may be taken from the Huerfano River by Siete are the same as those for the county set forth in the augmentation plan decreed in Case No. 13CW3062, Colorado District Court, Water Division 2 and are described as follows:

- a. A point where County Road 560 crosses the Huerfano River in the NW1/4 of the NW1/4 of Section 24, Township 26 South, Range 70 West of the 6<sup>th</sup> P.M., UTM Coordinates Zone 13, NAD83; Easting: 484300, Northing: 4181185.
- b. A point near Badito Crossing just upstream of the point where County Road 616 crosses the Huerfano River in the NE1/4 of the SE1/4 of Section 5, Township 27 South, Range 68 West of the 6<sup>th</sup> P.M., UTM Coordinates Zone 13, NAD83; Easting: 498726, Northing: 4175615.
- c. A point just under one-half mile east of I-25 in the SW1/4 of the NW1/4 of Section 30, Township 26 South, Range 66 West of the 6<sup>th</sup> P.M., UTM Coordinates Zone 13, NAD83; Easting: 515155, Northing: 4179070.

9. **Conferral with District Engineer.** Due to the volume of the Additional Replacement that may potentially be taken at any given time from the Huerfano River, prior to diversions from the Huerfano River, Siete shall confer with the Huerfano County Water

Conservancy District's engineer, Steve Smith of the Applegate Group, to confirm timing and amounts of requested diversions and to receive approval for the requested diversions.

**10. Recording and Accounting.** Siete agrees to install/utilize a separate meter to measure the amount of water diverted by Siete from the Huerfano River pursuant to this Agreement and report such meter readings to the County on a weekly basis. Such meter shall be calibrated and certified for accuracy. No pumping from the Huerfano River may occur that is not metered.

**11. Subject to Rules and Regulations.** This Agreement and the provision of water by the County by means of augmentation from the District are all subject to the lease agreements between Huerfano County and the District, the current Rules and Regulations of the District, as well as the terms and conditions of the decree entered in Case No. 13CW3062, District Court, Water Division 2, copies of which Siete acknowledges being provided by the signing of this Agreement.

**12. Restrictions on Transfer.** Siete may not sell, transfer, lease, or convey the Leased Water to another party without the express written consent of the County and the District, which such consent is within the County and the District's sole discretion.

**13. Restriction and Nonliability.** The District, pursuant to its Rules and Regulations, reserves the right to restrict water use based on actual augmentation water supplies. As such, the County nor the District shall not be liable to Siete for the lack of available Leased Water due to water supply conditions as determined by the District.

**14. Contingency.** This Agreement shall only become effective if/when the County enters into an amended agreement with the District for the provision of augmentation water in order to meet the herein demand by Siete. If the County is unable to enter into such an agreement with the District for any reason, this Agreement shall be null and void.

**15. Governmental Immunity.** Notwithstanding any other provision of this Agreement to the contrary, none of the Agreement's terms or conditions are to be construed or interpreted as a waiver, either expressed or implied, of any of the immunities, rights, benefits, or protections provided to the Parties under the Colorado Governmental Immunities Act, 24-10-101, *et seq.* C.R.S., as amended (including, without limitation, any amendments to such statute, or under any similar statute which is subsequently enacted).

**16. Entire Agreement.** This Agreement represents the entire agreement of the Parties with respect to the subject matter covered herein.

**17. Authority.** The Parties represent that they have the full power and authority to enter into and perform this Agreement.

18. **Notice.** Any notice which may or must be given pursuant to this Agreement shall be made at the following addresses by electronic mail or by certified mail, return receipt requested:

Huerfano County  
c/o \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_

Siete, Inc.  
c/o \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_

The above addresses may be changed upon written notice to the other parties.

19. **Governing Law.** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Colorado, without regard to its conflict of laws rules.

20. **Jurisdiction and Venue.** The Parties agree to personal jurisdiction in any action brought in any court within the County of Huerfano, State of Colorado, or, if applicable, Water Court, Division 2, State of Colorado having subject matter jurisdiction over the matters arising under this Agreement. Any suit, action, or proceeding shall only be instituted in the County of Huerfano, State of Colorado, or Water Court Division 2, State of Colorado. The Parties waive any objection which either Party may have now or hereafter to the laying of the venue of such action or proceeding and irrevocably submit to the jurisdiction of any such court in any such suit, action, or proceeding.

21. **Counterparts.** This Agreement may be executed in counterparts.

22. **Binding Effect.** This Agreement shall be binding upon the Parties hereto.

THIS AGREEMENT is entered into on the date and year set forth above.

<The remainder of this page intentionally left blank>

**COUNTY**  
HUERFANO COUNTY

**SIETE**  
SIETE, INC.

BY:

BY:

\_\_\_\_\_  
Name Title

\_\_\_\_\_  
Name Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

DATE:\_\_\_\_\_

DATE:\_\_\_\_\_



John Galusha, Chairman  
Arica Andreatta, Commissioner  
Karl Sporleder, Commissioner



## HUERFANO COUNTY GOVERNMENT ADMINISTRATOR’S REPORT

**Date:** May 9, 2023  
**To:** Huerfano County Board of County Commissioners  
**From:** Carl Young, County Administrator  
**Re:** Report for the May 9 Regular BOCC Meeting

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Commissioners please accept the following report of accomplishments, updates, and upcoming activities.

### **File Scanning Project**

Yesterday RMMI picked up our land use and payroll records for scanning. These files will be scanned and indexed. The process will take approximately 3 months and priority has been given to the payroll records. The land use files are more complicated and may take longer. Scanning should be done within the next week or so.

### **2022 Audit Update**

After a discussion with the Finance Team and our consulting accountants, we have requested to move the auditor’s field visit back a few weeks. The new tentative date is the week of June 19<sup>th</sup>. We are in the final stages of preparing the trial balances and supporting documentation. Staff are working on making journal entries and double checking files, while our consultants continue to recommend adjustments as well as prepare and review required supporting documentation including depreciation, the schedule of federal awards, and the newly required lease review.

### **Legislative Update**

With the State Legislative Session ended yesterday and this report is only current through mid-day yesterday. Below are updates for the legislation I have been watching. Colorado Counties Inc. will have a full summary next Monday.

- HB23-1057 Restroom Amenities for All Genders in Public Buildings - Passed
- HB23-1066 Public Access Landlocked Publicly Owned Land – Failed (Postponed Indefinitely)
- HB23-1075 Wildfire Evacuation and Clearance Time Modeling - Passed
- SB23-166 Establishment of A Wildfire Resiliency Code Board - Passed
- SB23-108 Allowing Temporary Reductions in Property Tax Due - Passed
- SB23-213 Omnibus Land Use Bill – Still Under Consideration
- SB23-303 Reduce Property Taxes And Voter-approved Revenue Change – Still Under Consideration

## Use of Volunteers by Counties

Many counties use “non-statutory” volunteers to help with the fair, vaccination clinics, property clean-up, etc. Counties also use “statutory” volunteers for the sheriff reserve, search and rescue, fire, and ambulance service. There is a difference between non-statutory and statutory volunteers. Workers’ compensation does not cover non-statutory volunteers for injuries incurred while performing services for the county. Conversely, statutory volunteers are covered for workers’ compensation per C.R.S. 8-40-202 while they are in the scope and course of their duties for the county.

For non-statutory volunteers, CTSI offers a low-cost accident protection plan which provides medical and accidental death and dismemberment coverage. This coverage is secondary to any other medical or other insurance coverage the volunteer may have. Currently, 27 counties insure nearly 2,138 volunteers.

Non-statutory or statutory, your volunteers should be treated in a similar manner as your employees with regard to training, assigning supervision, and providing clear instructions as to their job duties. Volunteers require as much, if not more, training and guidance than full-time staff. County employees may volunteer to serve in a volunteer program so long as their activities do not directly relate to their county job.

Counties are well aware of the benefits volunteers bring to the organization. But counties should also be aware of the liability associated with volunteers. Concerning liability, your county has the same risk exposure with volunteers as you have with your employees. Therefore, appropriate screening is necessary. For Colorado Counties Casualty and Property Pool (CAPP) member counties, your county has the same liability protection for your non-statutory and statutory volunteers as you have for your employees. For non-statutory volunteers, it is good risk management to secure a signed Volunteer Acknowledgment and Waiver of Liability form. Please consult your county attorney for specific language. The waiver should include language similar to the following:

### WAIVER AND RELEASE OF LIABILITY

I, (the “volunteer”) as a volunteer for the county, do hereby and forever release and discharge the County (“county”) government and respective board members, officers, employees, agents, and volunteers from any and all claims, actions, expenses, liabilities, or damages of any nature whatsoever, including costs and attorney’s fees, arising out of any personal injury or any loss or damage to property in any way resulting from or otherwise relating to my participation as a county volunteer.

### ACKNOWLEDGMENT OF CONDITIONS OF VOLUNTEERISM

I fully understand and agree to provide my services to the county as a volunteer in a volunteer capacity.

I fully understand that the county will not provide or pay for medical treatment for injuries that occur within the scope and course of my volunteer activities. I fully understand that as a volunteer, I do not work for the county as an employee; therefore, I am not entitled to workers’ compensation benefits, and the county cannot provide lost wages or permanent disability benefits for the volunteer’s regular employment.

I fully understand and agree that if I use my personal vehicle while conducting volunteer county business, my personal automobile insurance is my responsibility and primary to any other insurance that may exist. (This also applies to county employees and statutory volunteers.) I fully understand and agree that if I use any of my personal property while conducting volunteer county business, the county will not provide insurance coverage or be financially responsible should damage or loss occur. (This also applies to county employees and statutory volunteers).

I fully understand that as a county volunteer, I am covered by the county’s liability insurance to the same degree and conditions as a county employee. (This also applies to county employees and statutory volunteers).

### WHAT THIS MEANS FOR COUNTIES

Counties should be aware of the difference between non-statutory and statutory volunteers. Counties should implement risk management procedures for volunteers in a similar manner as is done for employees (i.e., background checks, driver license checks, application process). For more information, contact CTSI at 303 861 0507.

# HUERFANO COUNTY



## HC TREASURER 2023 MONTHLY REPORTS

**401 Main Street, Suite 206**

**Walsenburg, CO 81089**

**Phone: 719-738-3000 Ext 505**

ACCT DESCRIPTION	BALANCE FORWRD	CURRENT	TOTAL YTD	PROJ REV	BALANCE	PCT
0010 COUNTY GENERAL FUND	1715061.16					
0010 FUND TOTALS	1824176.96	31085.35-	1793091.61	2506032.78	1629257.99	34.98
0012 PARKS AND RECREATION	43203.69					
0012 FUND TOTALS	12147.16	16616.41-	4469.25-			
0013 HOUSING AUTHORITY	.00					
0013 FUND TOTALS	.00	.00	.00			
0014 UNCLAIMED	746.47					
0014 FUND TOTALS	752.47	4.25	756.72			
0015 SPECIAL PROJECT FUND	1480815.53					
0015 FUND TOTALS	1031618.58	115782.40-	915836.18			
0020 ROAD & BRIDGE	510726.83					
0020 FUND TOTALS	312334.01	57059.92-	255274.09	14581.10	9479.84	34.98
0025 LEASE PURCHASE FUND	.00					
0025 FUND TOTALS	.00	.00	.00			
0028 EMERGENCY SERVICES FUNDS (DISPATCH)	917930.34					
0028 FUND TOTALS	1014228.40	14075.04	1028303.44			
0030 RETIREMENT	110438.25					
0030 FUND TOTALS	122945.84	4415.66	127361.50	131230.18	85318.69	34.98
0035 LODGING TAX TOURISM FUND	114242.91					
0035 FUND TOTALS	123408.65	7134.24-	116274.41			
0040 DISASTER RECOVERY FUND	1161767.14					
0040 FUND TOTALS	1161767.14	8430.09-	1153337.05			
0045 GARDNER PUBLIC IMPROVEMENT DISTRICT	16274.15					
0045 FUND TOTALS	25535.77	5027.50	30563.27			
0051 WALSENBURG GATEWAY METRO DIST	.00					
0051 FUND TOTALS	.00	.00	.00			
0080 SPANISH PEAKS LIBRARY DIST	2704.99					
0080 FUND TOTALS	41702.92	10355.27-	31347.65	234726.29	163775.99	30.22
0081 SPANISH PEAKS LIBRARY DIST (BOND)	2606.74					
0081 FUND TOTALS	40333.23	10022.16-	30311.07	227081.70	158442.10	30.22
0090 HUERFANO CO. AMBULANCE ENTERPRISE	.00					
0090 FUND TOTALS	.00	.00	.00			
0095 WASTE TRANSFER STATION ENTERPRISE	60811.65					
0095 FUND TOTALS	49171.99	6333.76	55505.75			
0100 MINERAL LEASING	.00					
0100 FUND TOTALS	.00	.00	.00			
0105 CREDIT CARD ADJ FUND	.00					
0105 FUND TOTALS	.00	.00	.00			

ACCT DESCRIPTION	BALANCE FORWRD	CURRENT	TOTAL YTD	PROJ REV	BALANCE	PCT
0110 PUBLIC TRUSTEE	.00					
0110 FUND TOTALS	.00	.00	.00			
0120 SOCIAL SERVICES	863729.18					
0120 FUND TOTALS	913635.14	27655.98-	885979.16	364437.27	236933.08	34.98
0130 HOSPITAL DISTRICT (OPERATING)	14505.51					
0130 FUND TOTALS	253699.48	79021.22-	174678.26	1020418.22	663404.49	34.98
0140 HOSPITAL ANTIC. WARRANTS (BOND)	1.38					
0140 FUND TOTALS	.00	.00	.00			
0160 CITY OF WALSENBURG	41010.02					
0160 FUND TOTALS	110933.61	43698.96-	67234.65	297592.73	190038.75	36.14
0165 WALSENBURG TIF	459.55					
0165 FUND TOTALS	1955.59	1135.74	3091.33	17133.88	11915.28	30.45
0170 WAL (DOWNTOWN REV COMM) GID 28018	.00					
0170 FUND TOTALS	.00	.00	.00			
0180 TOWN OF LAVETA	14091.05					
0180 FUND TOTALS	22368.82	3724.48-	18644.34	45307.14	27913.31	38.39
0190 LA VETA FIRE PROT. DIST.	4444.37					
0190 FUND TOTALS	113301.02	55832.39-	57468.63	192705.06	94367.76	51.02
0200 LA VETA CEMETERY DIST	423.37					
0200 FUND TOTALS	10485.35	5093.68-	5391.67	18079.89	8853.79	51.02
0210 HUERFANO WATER CONS. DIST.	4408.31					
0210 FUND TOTALS	83534.03	30487.97-	53046.06	309833.28	201459.95	34.97
0220 NAVAJO WATER DIST.	482.97					
0220 FUND TOTALS	11059.61	6769.22	17828.83	35068.25	17152.82	51.08
0230 CUCHARA SAN. WATER DIST.	2258.59					
0230 FUND TOTALS	24628.12	4237.84	28865.96	101110.64	47441.28	53.07
0240 LA VETA LIB. DIST.	4616.18					
0240 FUND TOTALS	103335.15	43488.78-	59846.37	200677.47	98271.57	51.03
0250 RYE FIRE DIST.	83.11					
0250 FUND TOTALS	2869.84	1665.65	4535.49	9798.74	5459.84	44.28
0260 ECONNOMIC & REVOLVING LOAN	.00					
0260 FUND TOTALS	.00	.00	.00			
0270 CUCHARA BOND	.00					
0270 FUND TOTALS	.00	.00	.00			
0280 UPPER HUERFANO CONSERVATION DIST	544.99					
0280 FUND TOTALS	13706.17	4993.00-	8713.17	49211.50	33265.42	32.40
0290 UPPER HUERFANO FIRE DIST.	1274.12					
0290 FUND TOTALS	17543.62	7460.29	25003.91	130907.03	89249.44	31.82

HUERFANO COUNTY		TREASURERS FUND LEDGER FOR RANGE 03/01/2023 TO 03/31/2023			MARCH REPRINT 05/04/2023 11:24 PA		
ACCT DESCRIPTION	BALANCE FORWRD	CURRENT	TOTAL YTD	PROJ REV	BALANCE	PCT	
0300 HUERFANO CO FIRE PROTECTION DIST	5606.86						
0300 FUND TOTALS	87249.56	29418.02-	57831.54	471726.63	330984.61	29.83	
0310 COUNTY CLERK	135517.25						
0310 FUND TOTALS	182495.35	29034.73	211530.08				
0311 COUNTY CLERK SUR CHARGE	5752.10						
0311 FUND TOTALS	5812.63	43.12	5855.75				
0320 SCHOOL DIST. RE-1 GENERAL	36225.11						
0320 FUND TOTALS	533048.98	441416.73-	91632.25	2926054.44	2041569.12	30.22	
0330 SCHOOL DIST. RE-1 CAP. RES.	.00						
0330 FUND TOTALS	.00	.00	.00				
0340 SCHOOL DIST. RE-1 BOND	15352.37						
0340 FUND TOTALS	195821.03	48349.54-	147471.49	1071545.23	747649.59	30.22	
0350 SCHOOL DIST. RE-1 INSURANCE REV.	.47						
0350 FUND TOTALS	.47	.00	.47				
0360 SCHOOL DIST. RE-2 GENERAL	21474.86						
0360 FUND TOTALS	529299.29	438011.80-	91287.49	900646.94	441046.26	51.03	
0370 SCHOOL DIST. RE-2 CAP. RES.	.00						
0370 FUND TOTALS	.00	.00	.00				
0380 SCHOOL DIST. RE-2 BOND	10689.63						
0380 FUND TOTALS	156989.88	19516.76-	137473.12	447588.15	219183.63	51.03	
0390 TAX SALE & REDEMPTIONS	10206.08						
0390 FUND TOTALS	10636.38	111.57-	10524.81				
0410 BACK TAX UNAPPORTIONED	.00						
0410 FUND TOTALS	.00	.00	.00				
0420 FEDERAL FOREST PROJECT FUND	72257.81						
0420 FUND TOTALS	72257.81	.00	72257.81				
0430 C-PACE COLORADO NEW ENERGY IMP DIST	.00						
0430 FUND TOTALS	.00	.00	.00				
0440 TREASURERS FEES	.00						
0440 FUND TOTALS	.00	.00	.00				
0450 SPECIFIC OWNERSHIP	.00						
0450 FUND TOTALS	.00	.00	.00				
0460 LAND USE FUND	.00						
0460 FUND TOTALS	.00	.00	.00				
0470 CONSERVATION TRUST FUND	29767.54						
0470 FUND TOTALS	29772.35	6189.73	35962.08				
0480 MOTOR VEHICLE	.00						
0480 FUND TOTALS	.00	.00	.00				

HUERFANO COUNTY

TREASURERS FUND LEDGER FOR RANGE 03/01/2023 TO 03/31/2023

MARCH REPRINT 05/04/2023 11:24 PA

ACCT DESCRIPTION	BALANCE FORWRD	CURRENT	TOTAL YTD	PROJ REV	BALANCE	PCT
0490 FEDERAL LAND & MATERIALS ACT	367.59					
0490 FUND TOTALS	367.59	.00	367.59			
0500 US FOREST RESERVE	4620.00					
0500 FUND TOTALS	4620.00	.00	4620.00			
0510 NAVAJO BOND	.00					
0510 FUND TOTALS	.00	.00	.00			
0520 WALSENBURG HOUSING AUTHORITY	.00					
0520 FUND TOTALS	.00	.00	.00			
0540 ADVANCE TAX COLLECTIONS	16695.79					
0540 FUND TOTALS	5482.02	2510.00	7992.02			
0550 COUNTY PROPERTY SALES	765.00					
0550 FUND TOTALS	765.00	.00	765.00			
0560 PILT	64301.71					
0560 FUND TOTALS	64301.71	4883.41-	59418.30			
0570 REAL ESTATE INT.UNAPPORTIONED	.00					
0570 FUND TOTALS	.00	.00	.00			
0590 BUSINESS RECRUITMENT FUND	.00					
0590 FUND TOTALS	.00	.00	.00			
0600 COURT HOUSE RE-HAB	.00					
0600 FUND TOTALS	.00	.00	.00			
0610 PURGATOIRE RIVER SOIL CONS. DIST.	.35					
0610 FUND TOTALS	.42	4.52	4.94	4.79	.17	96.45
0660 BUSINESS RECRUITMENT	.00					
0660 FUND TOTALS	.00	.00	.00			
0690 EMERGENCY RESERVE FUND	.00					
0690 FUND TOTALS	.00	.00	.00			
***** FUND TOTALS *****	9322099.14	1443283.08-	7878816.06	11723499.33	7552434.77	35.57

HUERFANO COUNTY  
ACCT DESCRIPTION

TREASURERS FUND LEDGER FOR RANGE 03/01/2023 TO 03/31/2023

MARCH REPRINT 05/04/2023 11:24 PA

Item 9e.

BALANCE FORWRD          CURRENT          TOTAL YTD          PROJ REV          BALANCE          PCT

TIME FINISHED-11:24



HUERFANO COUNTY

TREASURERS FUND LEDGER FOR RANGE 03/01/2023 TO 03/31/2023

MARCH REPRINT 05/04/2023 11:24 PA

ACCT DESCRIPTION	BALANCE FORWRD	CURRENT	TOTAL YTD	PROJ REV	BALANCE	PCT
9000 COMMUNITY BANKS OF SO COLORADO	489245.31					
9000 FUND TOTALS	1297806.13	211064.97-	1086741.16			
9100 TREASURERS CASH	700.00					
9100 FUND TOTALS	700.00	.00	700.00			
9200 COLO TRUST (INVESTMENT)	1435775.92					
9200 FUND TOTALS	1947632.74	8053.53	1955686.27			
9300 BANK OF THE WEST OPERATING ACCT	684755.51					
9300 FUND TOTALS	1858468.67	1252618.46-	605850.21			
9350 BANK OF THE WEST MM ACCT	1227488.99					
9350 FUND TOTALS	178754.15	1255.77-	177498.38			
9375 BANK OF THE WEST CD START 3/25/22	50000.00					
9375 FUND TOTALS	50000.00	.00	50000.00			
9400 HCB CD START 4/18/13-CLOSED 4/25/19	.00					
9400 FUND TOTALS	.00	.00	.00			
9500 HUERFANO CONSERVATION TRUST FUND	29767.54					
9500 FUND TOTALS	29772.35	6189.73	35962.08			
9600 CSAFE (INVESTMENT)	831111.49					
9600 FUND TOTALS	1187360.67	4823.10	1192183.77			
9650 PEAKS INVESTMENTS MANAGEMENT	523061.70					
9650 FUND TOTALS	523061.70	.00	523061.70			
9700 LPL FINANCIAL	1720892.57					
9700 FUND TOTALS	1720892.57	.00	1720892.57			
9800 WELLS FARGO (TRANSFD TO PEAKS INV)	.00					
9800 FUND TOTALS	.00	.00	.00			
9900 PFM FUNDS - CSIP (START 2/26/13)	526464.04					
9900 FUND TOTALS	527650.16	2589.76	530239.92			
***** FUND TOTALS *****	9322099.14	1443283.08-	7878816.06			

HUERFANO COUNTY

TREASURERS FUND LEDGER FOR RANGE 03/01/2023 TO 03/31/2023

MARCH REPRINT 05/04/2023 11:24 PA

Item 9e.

ACCT DESCRIPTION

BALANCE FORWRD

CURRENT

TOTAL YTD

PROJ REV

BALANCE

PCT

TIME FINISHED-11:24



ACCT DESCRIPTION	BALANCE FORWRD	CURRENT	TOTAL YTD	PROJ REV	BALANCE	PCT
9400 FUND TOTALS	.00	.00	.00			
9500 HUERFANO CONSERVATION TRUST FUND	29767.54					
9500.0100 TRANSFERS IN	.00	6186.92	6186.92			
9500.0200 INTEREST EARNED	4.81	2.81	7.62			
SUB TOTAL *	29772.35 *	6189.73 *	35962.08 *			
9500.9100 TRANSFER OUT	.00	.00	.00			
9500.9130 BANK SERVICE CHARGE	.00	.00	.00			
SUB TOTAL *	.00 *	.00 *	.00 *			
9500 FUND TOTALS	29772.35	6189.73	35962.08			
9600 CSAFE (INVESTMENT)	831111.49					
9600.0100 TRANSFERS IN	350000.00	.00	350000.00			
9600.0200 INTEREST EARNED	6249.18	4823.10	11072.28			
SUB TOTAL *	1187360.67 *	4823.10 *	1192183.77 *			
9600.9100 TRANSFER OUT	.00	.00	.00			
SUB TOTAL *	.00 *	.00 *	.00 *			
9600 FUND TOTALS	1187360.67	4823.10	1192183.77			
9650 PEAKS INVESTMENTS MANAGEMENT	523061.70					
9650.0100 TRANSFERS IN	.00	.00	.00			
9650.0200 INTEREST EARNED	.00	.00	.00			
SUB TOTAL *	523061.70 *	.00 *	523061.70 *			
9650.0400 MARKET FLUCTUATION (LPL)	.00	.00	.00			
9650.9100 TRANSFERS OUT	.00	.00	.00			
SUB TOTAL *	.00 *	.00 *	.00 *			
9650 FUND TOTALS	523061.70	.00	523061.70			
9700 LPL FINANCIAL	1720892.57					
9700.0100 TRANSFERS IN	.00	.00	.00			
9700.0200 INTEREST EARNED	.00	.00	.00			
SUB TOTAL *	1720892.57 *	.00 *	1720892.57 *			
9700.0300 TRANSFER OUT	.00	.00	.00			
9700.0400 MARKET FLUCTUATIONS (LPL)	.00	.00	.00			
9700.9100 TRANSFER OUT	.00	.00	.00			
SUB TOTAL *	.00 *	.00 *	.00 *			
9700 FUND TOTALS	1720892.57	.00	1720892.57			
9800 WELLS FARGO (TRANSFD TO PEAKS INV)	.00					
9800.0100 TRANSFERS IN	.00	.00	.00			
9800.0200 INTEREST EARNED	.00	.00	.00			
SUB TOTAL *	.00 *	.00 *	.00 *			
9800.9100 TRANSFER OUT	.00	.00	.00			
9800 FUND TOTALS	.00	.00	.00			
9900 PFM FUNDS - CSIP (START 2/26/13)	526464.04					
9900.0100 TRANSFERS IN (CSIP)	.00	.00	.00			
9900.0200 INTEREST EARNED	1186.12	2589.76	3775.88			
SUB TOTAL *	527650.16 *	2589.76 *	530239.92 *			
9900.9100 TRANSFER OUT	.00	.00	.00			
9900 FUND TOTALS	527650.16	2589.76	530239.92			

HUERFANO COUNTY  
ACCT DESCRIPTION

TREASURERS FUND LEDGER FOR RANGE 03/01/2023 TO 03/31/2023

MARCH REPRINT 05/04/2023 11:24 PA

Item 9e.

	BALANCE FORWRD	CURRENT	TOTAL YTD	PROJ REV	BALANCE	PCT
***** FUND TOTALS *****	9322099.14	1443283.08-	7878816.06			

HUERFANO COUNTY  
ACCT DESCRIPTION

TREASURERS FUND LEDGER FOR RANGE 03/01/2023 TO 03/31/2023

MARCH REPRINT 05/04/2023 11:24 PA

Item 9e.

BALANCE FORWRD

CURRENT

TOTAL YTD

PROJ REV

BALANCE

PCT

TIME FINISHED-11:24

MONTHLY REPORT OF HUERFANO COUNTY TREASURER  
 FEBRUARY 29, 2023 THRU MARCH 31, 2023

Item 9e.

FUND	BEGINNING BALANCE	REVENUES REVENUES	DISBURSEMENTS-- DISBURSEMENTS	ENDING BALANCE
COUNTY GENERAL FUND	1,824,176.96	698,457.30	729,542.65-	1,793,091.61
PARKS AND RECREATION	12,147.16	1,250.00	17,866.41-	4,469.25-
HOUSING AUTHORITY	0.00			0.00
UNCLAIMED	752.47	4.25		756.72
SPECIAL PROJECT FUND	1,031,618.58		115,782.40-	915,836.18
ROAD & BRIDGE	312,334.01	122,232.64	179,292.56-	255,274.09
LEASE PURCHASE FUND	0.00			0.00
EMERGENCY SERVICES FUNDS (DISPATCH)	1,014,228.40	81,908.51	67,833.47-	1,028,303.44
RETIREMENT	122,945.84	27,646.49	23,230.83-	127,361.50
LODGING TAX TOURISM FUND	123,408.65	38.93	7,173.17-	116,274.41
DISASTER RECOVERY FUND	1,161,767.14		8,430.09-	1,153,337.05
GARDNER PUBLIC IMPROVEMENT DISTRICT	25,535.77	7,192.33	2,164.83-	30,563.27
WALSENBERG GATEWAY METRO DIST	0.00			0.00
SPANISH PEAKS LIBRARY DIST	41,702.92	32,245.77	42,601.04-	31,347.65
SPANISH PEAKS LIBRARY DIST (BOND)	40,333.23	31,179.87	41,202.03-	30,311.07
HUERFANO CO. AMBULANCE ENTERPRISE	0.00			0.00
WASTE TRANSFER STATION ENTERPRISE	49,171.99	7,724.62	1,390.86-	55,505.75
MINERAL LEASING	0.00			0.00
CREDIT CARD ADJ FUND	0.00			0.00
PUBLIC TRUSTEE	0.00			0.00
SOCIAL SERVICES	913,635.14	200,502.70	228,158.68-	885,979.16
HOSPITAL DISTRICT (OPERATING)	253,699.48	179,771.37	258,792.59-	174,678.26
HOSPITAL ANTIC. WARRANTS (BOND)	0.00			0.00
CITY OF WALSENBERG	110,933.61	68,841.87	112,540.83-	67,234.65
WALSENBERG TIF	1,955.59	3,091.33	1,955.59-	3,091.33
WAL (DOWNTOWN REV COMM) GID 28018	0.00			0.00
TOWN OF LAVETA	22,368.82	19,114.80	22,839.28-	18,644.34
LA VETA FIRE PROT. DIST.	113,301.02	59,187.70	115,020.09-	57,468.63
LA VETA CEMETERY DIST	10,485.35	5,552.95	10,646.63-	5,391.67
HUERFANO WATER CONS. DIST.	83,534.03	54,592.74	85,080.71-	53,046.06
NAVAJO WATER DIST.	11,059.61	6,967.97	198.75-	17,828.83
CUCHARA SAN. WATER DIST.	24,628.12	29,728.15	25,490.31-	28,865.96
LA VETA LIB. DIST.	103,335.15	61,636.57	105,125.35-	59,846.37
RYE FIRE DIST.	2,869.84	1,714.20	48.55-	4,535.49
ECONOMIC & REVOLVING LOAN	0.00			0.00
CUCHARA BOND	0.00			0.00
UPPER HUERFANO CONSERVATION DIST	13,706.17	8,967.77	13,960.77-	8,713.17
UPPER HUERFANO FIRE DIST.	17,543.62	25,737.65	18,277.36-	25,003.91
HUERFANO CO FIRE PROTECTION DIST	87,249.56	59,477.01	88,895.03-	57,831.54
COUNTY CLERK	182,495.35	211,530.08	182,495.35-	211,530.08
COUNTY CLERK SUR CHARGE	5,812.63	214.00	170.88-	5,855.75
SCHOOL DIST. RE-1 GENERAL	533,048.98	402,822.98	844,239.71-	91,632.25
SCHOOL DIST. RE-1 CAP. RES.	0.00			0.00
SCHOOL DIST. RE-1 BOND	195,821.03	147,471.49	195,821.03-	147,471.49
SCHOOL DIST. RE-1 INSURANCE REV.	0.47			0.47
SCHOOL DIST. RE-2 GENERAL	529,299.29	276,626.51	714,638.31-	91,287.49
SCHOOL DIST. RE-2 CAP. RES.	0.00			0.00
SCHOOL DIST. RE-2 BOND	156,989.88	137,473.12	156,989.88-	137,473.12
TAX SALE & REDEMPTIONS	10,636.38	23,449.76	23,561.33-	10,524.81
BACK TAX UNAPPORTIONED	0.00			0.00
FEDERAL FOREST PROJECT FUND	72,257.81			72,257.81
C-PACE COLORADO NEW ENERGY IMP DIST	0.00			0.00
TREASURERS FEES	0.00	26,861.74	26,861.74-	0.00
SPECIFIC OWNERSHIP	0.00	114,633.97	114,633.97-	0.00
LAND USE FUND	0.00			0.00
CONSERVATION TRUST FUND	29,772.35	6,189.73		35,962.08
MOTOR VEHICLE	0.00	2,883.42	2,883.42-	0.00
FEDERAL LAND & MATERIALS ACT	367.59			367.59

US FOREST RESERVE	4,620.00			4,620.00
NAVAJO BOND	0.00			0.00
WALSENBURG HOUSING AUTHORITY	0.00			0.00
ADVANCE TAX COLLECTIONS	5,482.02	2,510.00		7,992.02
COUNTY PROPERTY SALES	765.00			765.00
PILT	64,301.71		4,883.41-	59,418.30
REAL ESTATE INT.UNAPPORTIONED	0.00			0.00
BUSINESS RECRUITMENT FUND	0.00			0.00
COURT HOUSE RE-HAB	0.00			0.00
PURGATOIRE RIVER SOIL CONS. DIST.	0.42	4.66	.14-	4.94
BUSINESS RECRUITMENT	0.00			0.00
EMERGENCY RESERVE FUND	0.00			0.00
GRAND TOTALS	<u>\$9,322,099.14</u>	<u>\$3,147,436.95</u>	<u>\$4,590,720.03-</u>	<u>\$7,878,816.06</u>

I DEBRA J REYNOLDS, TREASURER IN AND FOR THE COUNTY OF HUERFANO, AND THE STATE OF COLORADO, HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND JUST COPY OF THE FUND BALANCES, RECEIPTS AND DISBURSEMENTS OF RECORDS OF MY OFFICE FOR CURRENT MONTH, AND TRUE TO THE BEST OF MY KNOWLEDGE

5-4-2023  
DATE:

  
HUERFANO COUNTY TREASURER:



MONTHLY REPORT OF HUERFANO COUNTY TREASURER  
 FEBRUARY 29, 2023 THRU MARCH 31, 2023

Item 9e.

FUND	BEGINNING BALANCE	REVENUES-- DEPOSITS	INTEREST EARNED	TRANSFERS (IN)	DISBURSEMENTS-- TRANSFERS (OUT)	ENDING BALANCE
COMMUNITY BANKS OF SO COLORADO	1,297,806.13	429,568.22		640,633.19-		1,086,741.16
TREASURERS CASH	700.00					700.00
COLO TRUST (INVESTMENT)	1,947,632.74		8,053.53			1,955,686.27
BANK OF THE WEST OPERATING ACCT	1,858,468.67	1,642,668.72	6.04	622,220.94	3,517,514.16-	605,850.21
BANK OF THE WEST MM ACCT	178,754.15		1,255.77-			177,498.38
BANK OF THE WEST CD START 3/25/22	50,000.00					50,000.00
HCB CD START 4/18/13-CLOSED 4/25/19	0.00					0.00
HUERFANO CONSERVATION TRUST FUND	29,772.35	6,186.92	2.81			35,962.08
CSAFE (INVESTMENT)	1,187,360.67		4,823.10			1,192,183.77
PEAKS INVESTMENTS MANAGEMENT	523,061.70					523,061.70
LPL FINANCIAL	1,720,892.57					1,720,892.57
WELLS FARGO (TRANSFD TO PEAKS INV)	0.00					0.00
PFM FUNDS - CSIP (START 2/26/13)	527,650.16		2,589.76			530,239.92
<b>GRAND TOTALS</b>	<b>\$9,322,099.14</b>	<b>\$2,078,423.86</b>	<b>\$14,219.47</b>	<b>\$18,412.25-</b>	<b>\$3,517,514.16-</b>	<b>\$7,878,816.06</b>

I, DEBRA J REYNOLDS, County Treasurer in and for the county of HUERFANO in the State of Colorado, do hereby certify that the above is a true statement of the condition of the various funds as they appear from the records in my office for the current month.

5-4-2023  
 DATE

*Debra J Reynolds*  
 HUERFANO COUNTY TREASURER



*You are invited to attend the*

***TSC Adult Education Services  
GED Graduation Ceremony***

*Thursday, May 11, 2023 - 6:00 pm  
Ft. Wootton*

*204 S. Chestnut St. (across from courthouse)*

*Reception immediately following ceremony*

FY22 GEOGRAPHIC DISTRIBUTION OF VA EXPENDITURES (GDx)

FY22 Summary of Expenditures by State										
Expenditures in \$000s										
County/ Congressional District	Veteran Population*	Total Expenditure	Compensation & Pension	Construction	Education & Vocational Rehabilitation/ Employment	Loan Guaranty#	General Operating Expenses	Insurance & Indemnities	Medical Care	Unique Patients**
ADAMS	26,082	\$ 336,857	\$ 130,732	\$ 2,238	\$ 18,018	\$ -	\$ 19	\$ 688	\$ 185,161	7,090
ALAMOSA	780	\$ 10,704	\$ 6,415	\$ -	\$ 327	\$ -	\$ -	\$ 12	\$ 3,950	383
ARAPAHOE	38,505	\$ 450,491	\$ 243,655	\$ -	\$ 29,983	\$ -	\$ -	\$ 1,758	\$ 175,095	10,077
ARCHULETA	1,134	\$ 13,853	\$ 8,332	\$ -	\$ 135	\$ -	\$ -	\$ 27	\$ 5,359	457
BACA	212	\$ 1,710	\$ 935	\$ -	\$ 32	\$ -	\$ -	\$ -	\$ 743	60
BENT	402	\$ 7,876	\$ 4,149	\$ 141	\$ 48	\$ -	\$ 371	\$ 5	\$ 3,162	201
BOULDER	13,982	\$ 99,745	\$ 52,896	\$ -	\$ 15,412	\$ -	\$ -	\$ 1,115	\$ 30,323	2,568
BROOMFIELD	3,944	\$ 37,898	\$ 21,014	\$ -	\$ 3,870	\$ -	\$ -	\$ 65	\$ 12,949	818
CHAFFEE	1,539	\$ 12,750	\$ 7,561	\$ -	\$ 305	\$ -	\$ -	\$ 70	\$ 4,813	428
CHEYENNE	93	\$ 1,210	\$ 523	\$ -	\$ 31	\$ -	\$ -	\$ 1	\$ 656	40
CLEAR CREEK	591	\$ 4,667	\$ 2,409	\$ -	\$ 234	\$ -	\$ -	\$ 5	\$ 2,019	176
CONEJOS	432	\$ 6,820	\$ 4,073	\$ -	\$ 66	\$ -	\$ -	\$ 1	\$ 2,681	201
COSTILLA	322	\$ 6,300	\$ 3,706	\$ -	\$ 25	\$ -	\$ -	\$ -	\$ 2,569	201
CROWLEY	334	\$ 4,181	\$ 2,628	\$ -	\$ 29	\$ -	\$ -	\$ 1	\$ 1,524	129
CUSTER	598	\$ 8,751	\$ 6,132	\$ -	\$ 219	\$ -	\$ -	\$ 45	\$ 2,355	229
DELTA	2,616	\$ 43,197	\$ 18,728	\$ -	\$ 472	\$ -	\$ -	\$ 73	\$ 23,923	1,446
DENVER	31,377	\$ 334,695	\$ 141,633	\$ (2,981)	\$ 26,231	\$ -	\$ 5,603	\$ 1,654	\$ 162,556	8,244
DOLORES	193	\$ 2,483	\$ 1,332	\$ -	\$ 23	\$ -	\$ -	\$ -	\$ 1,128	85
DOUGLAS	19,461	\$ 202,674	\$ 133,534	\$ -	\$ 17,963	\$ -	\$ -	\$ 822	\$ 50,354	4,420
EAGLE	1,410	\$ 9,344	\$ 5,322	\$ -	\$ 368	\$ -	\$ -	\$ 47	\$ 3,607	324
ELBERT	1,976	\$ 21,878	\$ 11,439	\$ -	\$ 1,020	\$ -	\$ -	\$ 147	\$ 9,273	550
EL PASO	94,483	\$ 1,478,200	\$ 1,050,439	\$ 90	\$ 154,860	\$ -	\$ 1,840	\$ 2,652	\$ 268,320	29,522
FREMONT	4,372	\$ 58,437	\$ 37,631	\$ -	\$ 1,266	\$ -	\$ -	\$ 178	\$ 19,361	1,650
GARFIELD	2,785	\$ 29,778	\$ 12,896	\$ -	\$ 949	\$ -	\$ -	\$ 204	\$ 15,729	995
GILPIN	511	\$ 4,621	\$ 2,482	\$ -	\$ 188	\$ -	\$ -	\$ 1	\$ 1,951	132
GRAND	1,030	\$ 6,350	\$ 3,799	\$ -	\$ 116	\$ -	\$ -	\$ 59	\$ 2,376	228
GUNNISON	827	\$ 5,977	\$ 3,392	\$ -	\$ 283	\$ -	\$ -	\$ 36	\$ 2,266	201
HINSDALE	58	\$ 904	\$ 699	\$ -	\$ 22	\$ -	\$ -	\$ 0	\$ 183	20
HUERFANO	702	\$ 11,476	\$ 6,492	\$ -	\$ 97	\$ -	\$ -	\$ 29	\$ 4,858	373
JACKSON	117	\$ 977	\$ 594	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 383	31
JEFFERSON	34,520	\$ 370,192	\$ 173,412	\$ 379	\$ 24,840	\$ -	\$ 53,011	\$ 2,248	\$ 116,302	8,099
KIOWA	66	\$ 520	\$ 318	\$ -	\$ 50	\$ -	\$ -	\$ 0	\$ 152	32
KIT CARSON	425	\$ 3,934	\$ 1,613	\$ -	\$ 113	\$ -	\$ -	\$ 1	\$ 2,207	154
LAKE	490	\$ 4,323	\$ 2,156	\$ -	\$ 172	\$ -	\$ -	\$ -	\$ 1,995	114
LA PLATA	3,096	\$ 32,861	\$ 18,996	\$ -	\$ 1,578	\$ -	\$ -	\$ 109	\$ 12,177	1,201
LARIMER	20,469	\$ 226,888	\$ 116,362	\$ -	\$ 20,015	\$ -	\$ -	\$ 682	\$ 89,830	6,649
LAS ANIMAS	1,244	\$ 17,229	\$ 10,920	\$ -	\$ 222	\$ -	\$ -	\$ 36	\$ 6,051	520
LINCOLN	356	\$ 3,981	\$ 1,930	\$ -	\$ 79	\$ -	\$ -	\$ 14	\$ 1,958	114
LOGAN	1,289	\$ 9,879	\$ 5,418	\$ -	\$ 249	\$ -	\$ -	\$ 39	\$ 4,173	351

FY22 GEOGRAPHIC DISTRIBUTION OF VA EXPENDITURES (GDY)

FY22 Summary of Expenditures by State										
Expenditures in \$000s										
County/ Congressional District	Veteran Population*	Total Expenditure	Compensation & Pension	Construction	Education & Vocational Rehabilitation/ Employment	Loan Guaranty#	General Operating Expenses	Insurance & Indemnities	Medical Care	Unique Patients**
MESA	11,409	\$ 268,493	\$ 90,935	\$ 652	\$ 5,754	\$ -	\$ 4	\$ 605	\$ 170,543	6,851
MINERAL	81	\$ 591	\$ 330	\$ -	\$ 6	\$ -	\$ -	\$ -	\$ 255	34
MOFFAT	805	\$ 13,476	\$ 5,069	\$ -	\$ 219	\$ -	\$ -	\$ 6	\$ 8,182	377
MONTEZUMA	2,088	\$ 27,122	\$ 16,056	\$ -	\$ 571	\$ -	\$ -	\$ 149	\$ 10,347	930
MONTROSE	3,087	\$ 43,597	\$ 19,667	\$ -	\$ 442	\$ -	\$ -	\$ 186	\$ 23,302	1,558
MORGAN	1,262	\$ 11,707	\$ 6,503	\$ -	\$ 378	\$ -	\$ -	\$ 36	\$ 4,789	374
OTERO	1,249	\$ 22,975	\$ 15,726	\$ -	\$ 271	\$ -	\$ -	\$ 10	\$ 6,968	563
OURAY	388	\$ 2,967	\$ 1,502	\$ -	\$ 35	\$ -	\$ -	\$ -	\$ 1,429	155
PARK	1,475	\$ 17,192	\$ 11,559	\$ -	\$ 423	\$ -	\$ -	\$ 39	\$ 5,170	500
PHILLIPS	202	\$ 2,480	\$ 1,287	\$ -	\$ 23	\$ -	\$ -	\$ 9	\$ 1,160	70
PITKIN	664	\$ 2,230	\$ 1,034	\$ -	\$ 92	\$ -	\$ -	\$ 65	\$ 1,039	108
PROWERS	558	\$ 9,756	\$ 5,056	\$ -	\$ 141	\$ -	\$ -	\$ 6	\$ 4,554	297
PUEBLO	13,350	\$ 220,323	\$ 135,101	\$ -	\$ 7,673	\$ -	\$ -	\$ 803	\$ 76,746	5,617
RIO BLANCO	416	\$ 5,432	\$ 2,651	\$ -	\$ 107	\$ -	\$ -	\$ 29	\$ 2,646	176
RIO GRANDE	727	\$ 11,659	\$ 7,124	\$ -	\$ 117	\$ -	\$ -	\$ 45	\$ 4,374	364
ROUTT	1,226	\$ 7,505	\$ 4,615	\$ -	\$ 161	\$ -	\$ -	\$ 19	\$ 2,710	284
SAGUACHE	414	\$ 4,556	\$ 2,561	\$ -	\$ 62	\$ -	\$ -	\$ 25	\$ 1,908	184
SAN JUAN	66	\$ 498	\$ 328	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 170	25
SAN MIGUEL	295	\$ 1,625	\$ 891	\$ -	\$ 54	\$ -	\$ -	\$ 0	\$ 679	73
SEDGWICK	160	\$ 2,621	\$ 1,067	\$ -	\$ 34	\$ -	\$ -	\$ 27	\$ 1,494	85
SUMMIT	1,272	\$ 7,090	\$ 4,314	\$ -	\$ 358	\$ -	\$ -	\$ 47	\$ 2,371	179
TELLER	2,798	\$ 47,035	\$ 33,219	\$ -	\$ 2,010	\$ -	\$ -	\$ 44	\$ 11,761	1,026
WASHINGTON	298	\$ 3,390	\$ 1,305	\$ -	\$ 50	\$ -	\$ -	\$ -	\$ 2,035	104
WELD	16,609	\$ 202,418	\$ 111,842	\$ -	\$ 13,582	\$ -	\$ -	\$ 526	\$ 76,468	5,331
YUMA	513	\$ 2,734	\$ 1,729	\$ -	\$ 68	\$ -	\$ -	\$ 2	\$ 935	112
<b>COLORADO (Totals)</b>	<b>374,233</b>	<b>\$ 4,824,083</b>	<b>\$ 2,738,170</b>	<b>\$ 519</b>	<b>\$ 352,538</b>	<b>\$ -</b>	<b>\$ 60,848</b>	<b>\$ 15,502</b>	<b>\$ 1,656,506</b>	<b>113,890</b>
CONG. DIST (01)	38,758	\$ 405,632	\$ 182,713	\$ (2,979)	\$ 31,723	\$ -	\$ 5,603	\$ 2,074	\$ 186,497	9,862
CONG. DIST (02)	42,503	\$ 395,234	\$ 214,663	\$ (4,458)	\$ 38,202	\$ -	\$ -	\$ 1,909	\$ 144,917	10,954
CONG. DIST (03)	50,219	\$ 795,292	\$ 385,785	\$ 652	\$ 19,937	\$ -	\$ 4	\$ 2,502	\$ 386,411	22,908
CONG. DIST (04)	48,041	\$ 536,257	\$ 308,491	\$ 496	\$ 36,338	\$ -	\$ 371	\$ 1,938	\$ 188,622	14,038
CONG. DIST (05)	104,151	\$ 1,606,841	\$ 1,136,366	\$ 90	\$ 158,716	\$ -	\$ 1,840	\$ 2,970	\$ 306,860	32,906
CONG. DIST (06)	47,561	\$ 616,268	\$ 294,339	\$ 6,132	\$ 37,200	\$ -	\$ 19	\$ 2,012	\$ 276,566	12,384
CONG. DIST (07)	43,001	\$ 468,560	\$ 215,813	\$ 586	\$ 30,421	\$ -	\$ 53,011	\$ 2,097	\$ 166,632	10,838
<b>COLORADO (Totals)</b>	<b>374,233</b>	<b>\$ 4,824,083</b>	<b>\$ 2,738,170</b>	<b>\$ 519</b>	<b>\$ 352,538</b>	<b>\$ -</b>	<b>\$ 60,848</b>	<b>\$ 15,502</b>	<b>\$ 1,656,506</b>	<b>113,890</b>

**FY22 GEOGRAPHIC DISTRIBUTION OF VA EXPENDITURES (GDx)**

FY22 Summary of Expenditures by State Expenditures in \$000s										
County/ Congressional District	Veteran Population*	Total Expenditure	Compensation & Pension	Construction	Education & Vocational Rehabilitation/ Employment	Loan Guaranty#	General Operating Expenses	Insurance & Indemnities	Medical Care	Unique Patients**
<b>Notes:</b>										
* Veteran population estimates, as of September 30, 2022, are produced by the VA Predictive Analytics and Actuary Service (VetPop 2020).										
# Prior to FY 08, "Loan Guaranty" expenditures were included in the Education & Vocational Rehabilitation and Employment (E&VRE) programs. Currently, all "Loan Guaranty" expenditures are attributed to Travis County, TX, where all Loan Guaranty payments are processed. VA will continue to improve data collection for future GDx reports to better distribute loan expenditures at the state, county and congressional district levels.										
** Unique patients are patients who received treatment at a VA health care facility. Data are provided by the Allocation Resource Center (ARC).										
Expenditure data sources: USASpending.gov for Compensation & Pension (C&P) and Education and Vocational Rehabilitation and Employment (EVRE) Benefits; Veterans Benefits Administration Insurance Center for the Insurance costs; the VA Financial Management System (FMS) for Construction, Medical Research, General Operating Expenses, and certain C&P and Readjustment data; and the Allocation Resource Center (ARC) for Medical Care costs.										
1. Expenditures are rounded to the nearest thousand dollars. For example, \$500 to \$1,000 are rounded to \$1; \$0 to \$499 are rounded to \$0; and "\$-" = 0 or no expenditures.										
2. The Compensation & Pension expenditures include dollars for the following programs: veterans' compensation for service-connected disabilities; dependency and indemnity compensation for service-connected deaths; veterans' pension for nonservice-connected disabilities; and burial and other benefits to veterans and their survivors.										
3. Medical Care expenditures include dollars for medical services, medical administration, facility maintenance, educational support, research support, and other overhead items. Medical Care expenditures do not include dollars for construction or other non-medical support.										
4. Medical Care expenditures are allocated to the patient's home location, not the site of care.										

May 9, 2023

**Directors, Officers, and County Officials**

Person	Role	Present
Arica Andreatta	Chair of the Board	
John Galusha	Director	
Karl Sporleder	Director	
Carl Young	Chief Executive	
Cheri Chamberlain	Secretary	
Kim Trujillo	Treasurer	
Lisa Powell-DeJong	County Attorney	

**Agenda**

1. Call to Order
2. Agenda Approval
3. Approval of Previous Meetings Minutes
4. Action Items and Project Reports
  - a. Energy Performance Contracting Agreement
  - b. Thorne Ranch
  - c. Draft Surplus Asset Policy
5. Staff Direction
6. Next Meeting
7. Adjournment

November 08, 2022

**Directors, Officers, and County Officials**

Person	Role	Present
Arica Andreatta	Chair of the Board	Y
Gerald Cisneros	Director	Y
John Galusha	Director	Y
Carl Young	Secretary - CEO	Y
Lisa Powell-DeJong	County Attorney	Y
Cheri Chamberlain	Secretary	Y
Kim Trujillo	Treasurer	Y

**Agenda**

1. Call to Order
2. Agenda Approval
3. Approval of Previous Meetings Minutes - [John Motion, Gerald Second to Approve \[MSA\]](#)
  - a. August 9, 2022
  - b. September 13, 2022
4. Appointment of Officers - [John Motion, Gerald Second to Approve \[MSA\]](#)
  - a. Chief Executive Officer - [Carl Young](#)
  - b. Treasurer - [Kim Trujillo](#)
  - c. Secretary - [Cheri Chamberlain](#)
5. Bank Signatories - [Will wait until the new Commissioner comes in.](#)
6. Project Discussion and Updates
  - a. Energy Performance Contracting Update
  - b. Thorne Ranch
  - c. Oxford House - <https://www.oxfordhouse.org/>
  - d. Surplus Asset Sale
  - e. Future Vehicle and Equipment Acquisitions
7. Next Meeting
8. Adjournment

## EQUIPMENT LEASE/PURCHASE AGREEMENT

This Equipment Lease/Purchase Agreement dated as of [\_\_\_\_], 2023, (the “Lease”), and entered into between THE HUERFANO COUNTY ASSET MANAGEMENT CORPORATION, INC. (“Lessor”), and HUERFANO COUNTY, COLORADO (the “Lessee”).

### WITNESSETH

WHEREAS, Lessor desires to lease the Equipment, as hereinafter defined, to Lessee and Lessee desires to lease the Equipment from Lessor subject to the terms and conditions of and for the purpose set forth in this Lease; and

WHEREAS, Lessee is authorized by Article XX, Section 6 of the Colorado Constitution, Section 30-11-101(1)(c), Colorado Revised Statutes (“C.R.S.”), as amended, and Section 30-11-104.1, as amended, C.R.S. (collectively, the “Applicable Laws”) to enter into rental or leasehold agreements in order to provide necessary land, buildings, equipment and other property for governmental or proprietary purposes.

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

### ARTICLE 1 DEFINITIONS

The following terms will have the meanings indicated below unless the context clearly requires otherwise:

“**Commencement Date**” is the date when the term of this Lease begins and Lessee’s obligation to pay rent accrues, which date shall be the date of this Lease.

“**Equipment**” means the equipment described in **Exhibit B** hereto and all substitutions, modifications, additions and improvements thereto, which is the subject of this Lease.

“**Fiscal Year**” means the Lessee’s Fiscal Year as described on **Exhibit A** which is also the Lessee’s Budget Year.

“**Lease**” means this Equipment Lease/Purchase Agreement, including the exhibits attached hereto.

“**Lease Term**” means the Original Term and any Renewal Term thereof.

“**Lessee**” means Huerfano County, Colorado which is leasing the Equipment from Lessor under the provisions of this Lease.

“**Lessor**” means Huerfano County Asset Management Corporation Inc., acting as Lessor hereunder, and any surviving, resulting, or transferee corporation or any assignee of Lessor.



“**Option Purchase Price**” means the amount which Lessee may, in its discretion, pay Lessor in order to purchase the Equipment, as set forth in **Exhibit A** hereto.

“**Original Term**” means the period from the Commencement Date until the end of the Fiscal Year of Lessee in effect at the Commencement Date.

“**Renewal Terms**” means the optional renewal terms of this Lease, each having a duration of one year and a term coextensive with Lessee’s Fiscal Year, as provided for in Article IV of this Lease.

“**Rental Payments**” means the basic rental payments payable by Lessee pursuant to the provisions of this Lease during the Lease Term payable in consideration of the right of Lessee to use the Equipment during the then current portion of the Lease Term. Rental Payments shall be payable by Lessee to the Lessor or its assigns in the amounts and at the times during the Lease Term set forth in **Exhibit A** of this Lease.

“**Vendor**” means the dealer(s) of the manufacturer from whom Lessee requires that the Equipment be purchased.

## ARTICLE 2 COVENANTS OF LESSEE

Lessee represents, covenants and warrants for the benefit of Lessor as follows:

- (a) Lessee is a duly organized and existing County of the State of Colorado (the "State").
- (b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence.
- (c) Lessee represents it has full power and authority to enter into this Lease which has been duly authorized, executed and delivered by Lessee and is a valid and binding obligation of Lessee enforceable in accordance with its terms, and all requirements for execution, delivery, and performance of this Lease have been, or will be, complied with in a timely manner.
- (d) Lessee has been duly authorized to execute and deliver this Lease under the terms and provisions of the formal proceedings taken by its governing body pursuant to an ordinance duly adopted by the governing body of the Lessee, or by other appropriate official approval, and further represents, covenants and warrants that all requirements have been met and procedures have occurred in order to ensure the enforceability of this Lease.
- (e) Rental Payments will not cause the Lessee to exceed its applicable spending limits for the Fiscal Year under Article X, Section 20 of the Colorado Constitution.
- (f) During the Lease Term, the Equipment will be used by Lessee for the purpose of performing one or more essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee’s authority.
- (g) There are no pending or threatened lawsuits or administrative or other proceedings contesting the authority for, authorization or performance of, or expenditure of funds pursuant to, this Lease.
- (h) Information supplied and statements made by Lessee in any financial statement or current budget prior to or contemporaneously with this Lease are true and correct.
- (i) During the period this Lease is in force, Lessee will comply with the covenants as defined and set forth in **Exhibit A** attached hereto.

**ARTICLE 3  
LEASE OF EQUIPMENT**

Lessor demises and leases the equipment to Lessee, and Lessee leases the equipment from Lessor, in accordance with the provisions of this Lease to have and to hold for the Lease Term.

**ARTICLE 4  
LEASE TERM**

**Section 4.01. Commencement of Lease Term.** The Original Term of this Lease shall commence on the Commencement Date as indicated in **Exhibit A** hereto and shall terminate at 12:00 midnight of the last day of Lessee's current Fiscal Year. The Lease Term may be continued solely at the option of Lessee for such additional Renewal Terms, each of one (1) year duration, as would be required to make all Rental Payments set forth in **Exhibit A** hereto. Lessee shall advise Lessor by written notice, sent Certified Mail postage prepaid, not less than thirty (30) days prior to the end of the Renewal Term then in effect, if funds are not appropriated for the next succeeding Fiscal Year. The Lease shall continue in the event no such notice is given and the Lessee has included the obligation to make the payment set forth in **Exhibit A** hereto in its budget for the applicable Fiscal Year. The option to continue this Lease shall not be construed to create a multiple Fiscal Year direct or indirect debt. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in **Exhibit A** of this Lease.

Nothing herein shall be construed as creating or constituting a general obligation or other indebtedness or multiple fiscal year financial obligation of the Lessee within the meaning of any constitutional, home rule charter, or statutory provision, nor a mandatory charge or requirement against the Lessee in any ensuing fiscal year beyond the then current fiscal year. The Lessee shall have no obligation to make any payment with respect to this Lease except in connection with the payment of the Rental Payments and certain other payments under this Lease, which payments may be terminated by the Lessee in accordance with the provisions of this Lease. This Lease does not constitute a mandatory charge or requirement of the Lessee in any ensuing fiscal year beyond the then current fiscal year or constitute or give rise to a general obligation or other indebtedness or multiple fiscal year financial obligation of the Lessee within the meaning of any constitutional or statutory debt limitation and shall not constitute a multiple fiscal year direct or indirect debt or other financial obligation whatsoever. No provision of this Lease shall be construed or interpreted as creating an unlawful delegation of governmental powers nor as a donation by or a lending of the credit of the Lessee within the meaning of Sections 1 or 2 of Article XI of the Colorado Constitution. This Lease shall not directly or indirectly obligate the Lessee to make any payments beyond those budgeted and appropriated for the Lessee's then current fiscal year.

**Section 4.02. Termination of Lease Term.** The Lease Term will terminate upon the earliest of any of the following events:

- (a) Lessee and Lessor elect to terminate the Lease;
- (b) the expiration of the Original Term or any Renewal Term of this Lease and the non-renewal of this Lease in the event of non-appropriation of funds pursuant to Section 6.05;
- (c) the exercise by Lessee of the option to purchase the Equipment granted under the provisions of Article 11 of this Lease;
- (d) the termination of this Lease by reason of damage to or the destruction or condemnation of the Equipment as provided in Section 9.02 hereof;

- (e) a Default by Lessee and Lessor's election to terminate this Lease under Article 13 of this Lease; or
- (f) the payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder.

## ARTICLE 5 ENJOYMENT OF EQUIPMENT

Lessor hereby covenants to provide Lessee during the Lease Term with quiet use and enjoyment of the Equipment, and Lessee shall during the Lease Term peaceably and quietly have and hold and enjoy the Equipment, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Lease.

Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

## ARTICLE 6 RENTAL PAYMENTS

**Section 6.01. Rental Payments to Constitute a Current Expense of Lessee.** Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee payable in the Lessee's current Fiscal Year and not in any other Fiscal Year so as to be construed as multiple Fiscal Year direct or indirect debt or other financial obligation and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

**Section 6.02. Payment of Rental Payments.** Lessee shall pay Rental Payments, exclusively from legally available funds, in lawful money of the United States of America to the Lessor during the Original Term and any Renewal Terms as hereinafter provided. The Rental Payments during the Original Terms and any additional Renewal Terms shall be the amounts in the "Rental Payment" column as set forth in **Exhibit A** attached hereto and made a part hereof.

**Section 6.03. Interest Rate.** A portion of each Rental Payment is paid as, and represents the interest on the lease as described on **Exhibit A** which shall accrue during the Original Term and Renewal Terms.

**Section 6.04. Rental Payments to be Unconditional.** The obligations of Lessee to make payment of the Rental Payments required under this Article VI and other sections hereof and to perform and observe the other covenants and agreements contained herein shall be absolute and unconditional in all events except as expressly provided under this Lease. Notwithstanding any dispute between Lessee and Lessor, any Vendor, or any other person, Lessee shall make all payments of Rental Payments when due and shall not withhold any Rental Payments pending final resolution of such dispute nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such payments required under this Lease. Lessee's obligation to make Rental Payments during the Original Term and the then current Renewal Terms shall not be abated through accident or unforeseen circumstances.

**Section 6.05. Non-appropriation.** Lessee shall not be obligated to make payment of the Rental Payments provided for in this Lease beyond the then current Original or Renewal Term. In the event sufficient funds shall not be specifically budgeted and for any other reason appropriated for the payment of the Rental Payments required to be paid in the next occurring Renewal Term under **Exhibit A** hereto to continue the leasing of the Equipment for any reason, Lessee agrees at Lessee's cost and expense

peaceably to deliver the Equipment to Lessor unencumbered and in at least as good condition and repair as when delivered to Lessee, ordinary wear and tear resulting from proper use alone excepted, to such location, as Lessor shall designate at or within a reasonable distance from the general location of the Equipment

**Section 6.06. No Lessor Liability.** This is a financing arrangement only, and to the extent lawful, Lessee therefore waives any and all claims against Lessor for any and all liability, obligations, losses, claims and damages whatsoever regardless of the cause thereof, any expenses in connection therewith, including, without limiting, counsel fees and expenses, penalties and interest arising out of or as the result of the entering into of this Lease, the ownership of any item of the Equipment, the ordering, acquisition, use, operation, condition, purchase delivery, rejection, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person. This waiver shall continue in full force and effect notwithstanding full payment of all obligations under this Lease and the termination of the Lease Term. Lessee agrees not to withhold or abate any portion of payment required by reason of any defects, malfunctions, breakdowns or infirmities of the Equipment.

**Section 6.07. Transportation Costs and Change of Condition.** All transportation charges shall be borne by Lessee. Lessee will immediately notify Lessor of any changes occurring in or to the Equipment, of a change in Lessee's address or in any fact or circumstance warranted or represented by Lessee to Lessor, or if any Event of Default occurs.

**Section 6.08. Location of Equipment.** Lessee shall, whenever requested, advise Lessor of the exact location and condition of the Equipment and shall give Lessor immediate notice of any attachment or other judicial process affecting the Equipment. Lessor may, for the purpose of inspection, at all reasonable times enter upon any job, building or place where the Equipment and the books and records of Lessee with respect thereto are located.

**Section 6.09. Return of Equipment.** In the event of the return of any of the Equipment in addition to preparing the Equipment for shipping and paying the delivery cost, Lessee will also return to Lessor the maintenance records and other documents covering or information relating to such Equipment as may be requested by Lessor.

## ARTICLE 7 TITLE TO EQUIPMENT; PERSONAL PROPERTY; SECURITY INTEREST

**Section 7.01. Title to the Equipment.** During the term of this Lease, title to the Equipment and any and all substitutions, repairs, replacements or modifications will be in Lessor.

**Section 7.02. Personal Property.** The Equipment is, and shall at all times be and remain, personal property notwithstanding that the Equipment or any part thereof may be, or may hereafter become, in any manner affixed or attached to, or imbedded in, or permanently resting upon, real property or any buildings thereon or any fixture, or attached in any manner to what is permanent as by means of cement, plaster, nails, bolts, screws or otherwise.

**Section 7.03. Security Interest.** To evidence the existence of this Lease and secure the payment of all Lessee's obligations under this Lease, Lessee grants to Lessor a security interest based upon the terms and conditions set forth in this Lease, constituting a first lien on all modifications, attachments, accessions and substitutions to or for the Equipment and any proceeds of the Equipment. Lessee agrees to execute such additional documents, including financing statements, affidavits, notices and similar

instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest and, upon assignment, the security interest of the Assigns of Lessor in the Equipment. The remaining security interest shall be released upon payment in full of all the Rental Payments and upon Lessee's exercise of its Option to Purchase.

Notwithstanding the above, both parties hereto acknowledge and agree that this document represents a lease and not a conditional sale or financing of the Equipment. Notwithstanding anything contained herein to the contrary, Lessee acknowledges Lessor's right to file a financing statement to evidence Lessor's purchase money security interest in the Equipment in the event a court of competent jurisdiction determines that this document creates a conditional sale or financing of the Equipment and further agrees, in such event, that this document represents a grant of a security interest to the Lessor in the Equipment.

## **ARTICLE 8 MAINTENANCE; MODIFICATION; TAXES; INSURANCE; AND OTHER CHARGES**

**Section 8.01. Maintenance of Equipment by Lessee.** Lessee agrees that at all times during the Lease Term, Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment or cause the Equipment to be maintained, preserved and kept with the appurtenances and every part and parcel thereof, in good repair, working order and condition and that Lessee will from time to time make or cause to be made all necessary and proper scheduled maintenance, repairs, replacements and renewals. Lessor shall have no responsibility in any of these matters or for the making of improvements or additions to the Equipment.

**Section 8.02. Modification or Alteration of Equipment.** Subject to the following, Lessee shall have the privilege at its own cost and expense of making substitutions, replacements, modifications and improvements to the Equipment, and the same shall be, consistent with Section 7.01, included under the terms of this Lease a part of the Equipment or be considered proceeds thereof. Specifically, Lessee covenants and agrees that:

- (a) Any substitutions, modifications or improvements of or to the Equipment shall not in any way damage the Equipment nor cause it to be used for purposes other than those authorized under the Applicable Laws.
- (b) The Equipment, as improved or modified in accordance with this Article VIII shall be of a value not less than the value of the Equipment immediately prior to the improvement or modification.
- (c) Any property for which a substitution or replacement is made pursuant to this Section 8.02 may be disposed of by Lessee in any manner and in the sole discretion of Lessee, subject to any requirements of the Vendor so long as the substitution or replacement for such property is of equal or greater value. Lessee shall notify Lessor, in writing, at least ten (10) days prior to any such substitution or replacement so that Lessor shall have the right to amend the Equipment list attached hereto as **Exhibit B** and file an amendment to any financing statements Lessor deems necessary.
- (d) Other than Lessor's lien as described herein, Lessee will not permit any lien to be established or remain against the Equipment, including but not limited to a mechanic's or other lien for labor or materials furnished in connection with any remodeling, substitutions, additions, modifications, improvements, repairs, renewals or replacement so made by Lessee.

**Section 8.03. Taxes, Other Governmental Charges and Utility Charges.** The parties to this Lease contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event the use, possession or acquisition of the Equipment is found to be subject to taxation in any form, Lessee will pay during the Lease Term, as the same respectively becomes due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment and any equipment or other property acquired by Lessee in substitution for, as a renewal or replacement of, or a modification, improvement or addition to the Equipment as well as all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment; provided that with respect to any governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as are required to be paid during the Lease Term. In the event of the assessment of any taxes on the Equipment, Lessee shall promptly notify Lessor of such assessment and provide proof of payment or a sustained protest.

**Section 8.04. Provisions Regarding Insurance.** At its own expense Lessee shall cause casualty, public liability and property damage insurance to be carried and maintained, or shall demonstrate to the satisfaction of Lessor that adequate self-insurance is provided, with respect to the Equipment, sufficient to protect the Full Insurable Value, as that term is hereinafter defined, of the Equipment and to protect Lessor from liability in all events. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Lease. At closing, Lessee shall furnish to Lessor certificates evidencing such coverage through the Original Term, and certificates evidencing such coverage through each Renewal Term, when effective. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies which cover not only the Equipment but other properties. If Lessee shall insure similar properties by self-insurance, Lessee will insure the Equipment by means of an adequate insurance fund set aside and maintained out of its revenues.

Lessee shall carry Worker's Compensation insurance covering all employees working on, in, near or about the Equipment, or demonstrate to the satisfaction of Lessor that adequate self-insurance is provided, and shall require any other person or entity working on, in, near or about the Equipment to carry such coverage, and will furnish to Lessor certificates evidencing such coverage throughout the Lease Term.

The term "Full Insurable Value" as used herein shall mean the Option to Purchase Value payable as of the beginning of the payment period then in effect as may be applicable during the Original or any Renewal Term.

Any insurance policy issued pursuant to this Section 8.04 shall be so written or endorsed as to make losses, if any, payable to Lessor and the assigns of Lessor, as their respective interests may appear. The Net Proceeds of the insurance required in this Section 8.04 shall be applied as provided in Section 9.02 hereof. Lessee shall not cancel or materially modify an insurance policy issued pursuant to this Section 8.04 without first giving written notice thereof to Lessor at least ten (10) days in advance of such cancellation.

**Section 8.05. Advances.** In the event Lessee shall fail to maintain the full insurance coverage required by this Lease, fail to keep the Equipment in good repair and operating condition, or fail to perform any other covenant or obligation of this Lease, Lessor may (but shall be under no obligation to) purchase the required policies of insurance and pay the premiums on the same, make any such repairs or replacements as are necessary and provide for payment thereof or perform any other covenant or

obligation of Lessee hereunder; and all amounts so advanced therefor by Lessor shall be paid by Lessee to Lessor, upon demand.

**ARTICLE 9**  
**DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF**  
**NET PROCEEDS**

**Section 9.01. Damage, Destruction and Condemnation.** Unless Lessee shall have exercised its option to purchase the Equipment by making payment of the Option Purchase Price, as provided herein, and if prior to the termination of the Lease Term (a) the Equipment or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof or the estate of Lessee, Lessor or its assigns in the Equipment or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt repair, restoration, modification or improvement of the Equipment. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

For the purposes of Section 8.04 and this Article 9, the term “Net Proceeds” shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys’ fees) incurred in the collection of such claim or award.

**Section 9.02. Insufficiency of Net Proceeds.** If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 9.01 hereof, Lessee shall, subject to annual appropriation and at the determination of the Lessee’s governing body, either (a) complete the work and pay any cost in excess of the amount of the Net Proceeds and Lessee agrees that if by reason of any such insufficiency of the Net Proceeds, Lessee shall make any payments pursuant to the provisions of this Section 9.02, Lessee shall not be entitled to any reimbursement therefore from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article 6 hereof, or (b) Lessee shall pay to Lessor the amount of the then applicable Option Purchase Price and, upon such payment, the Lease Term shall terminate and title to the Equipment, if not previously conveyed to Lessee, shall then be conveyed by Lessor to Lessee as provided in Article 11 of this Lease. The amount of the Net Proceeds in excess, if any, of the then applicable Option Purchase Price, may be retained by Lessee.

**ARTICLE 10**  
**DISCLAIMER OF WARRANTIES; VENDOR’S WARRANTIES;**  
**USE OF THE EQUIPMENT**

**Section 10.01. Disclaimer of Warranties.** LESSOR HAS MADE AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND ASSUMES NO OBLIGATION WITH RESPECT TO THE TITLE OR THE CONFORMITY OF THE EQUIPMENT TO SPECIFICATION OR PURCHASE ORDER, ITS DESIGN, DELIVERY, INSTALLATION OR OPERATION. LESSEE LEASES THE EQUIPMENT AS IS. ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, CONDITION, QUALITY, DURABILITY OR SUITABILITY OF THE EQUIPMENT IN ANY RESPECT OR IN CONNECTION WITH OR FOR THE PURPOSES OR USES OF LESSEE, ARE HEREBY WAIVED AND DISCLAIMED. All such risks shall be borne by Lessee without in any way excusing Lessee from its obligations under this Lease, and Lessor shall not be liable to Lessee for any damages on account of such risks. In no event shall Lessor be liable for an incidental, indirect, special or consequential damage in connection with or arising

out of this Lease or the existence, furnishing, functioning or Lessee's use of any item or products or services provided for in this Lease.

**Section 10.02. Vendor's Warranties.** Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in Default hereunder, to assert from time to time whatever claims and rights including warranties of the Equipment which Lessor may have against the Vendor of the Equipment. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessee or Lessor with respect to this Lease. Lessee expressly acknowledges that Lessor makes, and has made, no representation or warranties whatsoever as to the existence or availability of any such warranties of the Vendor of the Equipment. Lessor may, but shall have no obligation whatsoever to, participate in such claim or action on such warranty, at Lessor's expense. Any recovery under such a warranty shall be made payable jointly to Lessee and Lessor.

**Section 10.03. Use of the Equipment.** Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Lease. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdictions in which its operations involving any item of the Equipment may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment, including but not limited to the Applicable Laws.

## ARTICLE 11 OPTION TO PURCHASE

**Section 11.01. Option to Purchase.** Provided Lessee has complied with the terms and conditions of this Lease, Lessee shall have the option, on any date, as set forth on **Exhibit A** to purchase not less than all of the Equipment which is then subject to this Lease, "AS IS" and "WHERE IS". Lessee may exercise such option to purchase by giving written notice to Lessor, not less than sixty (60) days prior to the applicable date Lessee has chosen to exercise its option to purchase the Equipment (the "Exercise Date"), provided that upon Lessee's timely payment of all Rental Payments specified in **Exhibit A**, Lessee shall be deemed to have properly exercised its option to purchase the Equipment.

Upon the receipt of any grant money or other unencumbered funds of the Lessee hereafter available for such purposes, the Lessee may, at its option, prepay a portion of the Rental Payments due hereunder, and the remaining Rental Payments shall be recalculated to reflect the reduction in principal due and owing.

**Section 11.02. Option Purchase Price.** On or prior to the Exercise Date, Lessee shall pay to Lessor the Option Purchase Price.

**Section 11.03. Effect of Exercise.** Upon exercise of the option to purchase and payment of the applicable Option Purchase Price, Lessee shall be deemed to have acquired all of Lessor's right, title, and interest in and to the Equipment, free of any lien, encumbrance, or security interest except such liens, encumbrances, or security interest as may be created, or permitted and not discharged, by Lessee but without other warranties. Upon payment of the applicable Option Purchase Price, Lessor shall deliver to Lessee a quitclaim bill of sale transferring Lessor's interest in the Equipment to Lessee, without representations or warranties of any kind. Upon Lessee's payment of the Option Purchase Price, and



Lessor's delivery of a quitclaim bill of sale covering the Equipment, this Lease shall terminate except as to obligations or liabilities accruing hereunder prior to such termination and obligations and liabilities hereunder that expressly survive the termination of this Lease.

## ARTICLE 12 ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING

**Section 12.01. Assignment by Lessor.** Lessor's right, title and interest in this Lease and the Equipment may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees. No subsequent assignment or reassignment of any of Lessor's right, title, or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a duplicate original counterpart of the document by which such assignment or reassignment is made, disclosing the name and address of each such assignee. During the Lease Term, Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Internal Revenue Code, Section 149 (a) (3), and the regulations, proposed or existing, from time to time promulgated thereunder.

**Section 12.02. Assignment and Subleasing by Lessee.** This Lease and the interest of Lessee in the Equipment may not be assigned or sublet by Lessee for any reason without the express written consent of Lessor; provided, however, that no such consent by Lessor shall relieve Lessee of its obligations hereunder.

## ARTICLE 13 EVENTS OF DEFAULT AND REMEDIES

**Section 13.01. Events of Default Defined.** The following shall be "Events of Default" under this Lease and the terms "Event of Default" and "Default" shall mean, whenever they are used in this Lease, any one or more of the following events:

- (a) Failure by Lessee to pay any Rental Payment or other sums required to be paid hereunder at the time specified therein; and
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other the obligation to pay money, for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied as given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the Default is corrected.
- (c) Any representation or warranty made by Lessee hereunder shall be untrue as of the date made.
- (d) Lessee makes, permits, or suffers any unauthorized assignment, transfer, or other disposition of this Lease or any interest herein, or any part of the Equipment or any interest therein.
- (e) Lessee becomes insolvent; or admits in writing its inability to pay its debts as they mature; or applies for, consents to or acquiesces in the appointment of a trustee, receiver, or custodian for Lessee or a substantial part of its property; or, in the absence of such application, consent, or acquiescence, a trustee, receiver, or custodian is appointed for Lessee or a substantial part of its property and is not discharged within sixty (60) days; or any bankruptcy, reorganization, debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding is

instituted by or against Lessee and, if instituted against Lessee, is consented to or acquiesced in by Lessee or is not dismissed within sixty (60) days.

**Section 13.02. Remedies on Default.** Whenever any Event of Default referred to in Section 13.01 hereof shall have happened and be continuing, the Lessor shall have the right, at its or their option without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) terminate the Lease Term and give notice to the Lessee to surrender possession of the Equipment, which vacation and surrender the Lessor agrees to complete within thirty days from the date of such notice;
- (b) lease or sublease the Equipment or sell or assign any interest the Lender has in the Equipment;
- (c) recover from the Lessee: (i) the portion of Rental Payments for which a specific appropriation has been effected by the Lessee for such purpose, which would otherwise have been payable hereunder, during any period in which the Lessee continues to occupy, use or possess the Equipment; and (ii) Rental Payments for which a specific appropriation has been effected by the Lessee for such purpose, which would otherwise have been payable by the Lessee hereunder during the remainder, after the Lessee surrenders possession of the Equipment, of the Fiscal Year in which such Event of Lease Default occurs.
- (d) take whatever action at law or in equity may appear necessary or desirable to enforce its rights in and to the Equipment under this Lease.

**Section 13.03. Termination.** Unless Lessee has properly exercised its option to purchase pursuant to Article 9 hereof, Lessee shall, upon the expiration of the term of this Lease or any earlier termination hereof pursuant to the terms of this Lease, deliver the Equipment to Lessor unencumbered and in at least as good condition and repair as when delivered to Lessee, ordinary wear and tear resulting from proper use alone excepted, to such location, as Lessor shall designate at or within a reasonable distance from the general location of the Equipment. If Lessee fails to deliver the Equipment to Lessor, as provided in this Section 13.03, on or before the date of termination of this Lease, Lessee shall pay to Lessor upon demand, for each month during the hold-over period, an amount equal to highest amount due during the term of this Lease as a Rental Payment.

**Section 13.04. No Remedy Exclusive.** No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article 13 it shall not be necessary to give any notice, other than such notice as may be required in this Article 13.

## ARTICLE 14 MISCELLANEOUS

**Section 14.01. Force Majeure.** If by reason of Force Majeure Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of Lessee contained in Article 6 hereof, Lessee shall not be deemed in Default during the continuance of such inability. The term "Force Majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any

kind of the government of the United States of America or of the state wherein Lessee is located or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee.

**Section 14.02. Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, or by reputable overnight courier to the parties. Such notice shall be given to the parties at their respective addresses designated on the signature page of this Lease or at such other address as either party may hereafter designate

**Section 14.03. Binding Effect.** This Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

**Section 14.04. Severability.** In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 14.05. Execution in Counterparts.** This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 14.06. Applicable Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Colorado wherein Lessee is located.

**Section 14.07. Captions.** The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease.

**Section 14.08. JURY TRIAL WAIVER.** ALL PARTIES HERETO HEREBY WAIVE TRIAL BY JURY IN ANY AND ALL LITIGATION RELATED TO AND/OR ARISING OUT OF THIS LEASE, ANY AGREEMENTS RELATED TO THIS LEASE, AND/OR THE TRANSACTION CONTEMPLATED BY THIS LEASE.

**Section 14.09. LIMITATION OF REMEDIES AGAINST LESSOR.** LESSOR SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS OF BUSINESS, LOSS OF PROFITS, CONSEQUENTIAL DAMAGES OR OTHER DAMAGE CAUSED BY AND OR RELATED TO THIS LEASE AND/OR THE EQUIPMENT INCLUDING BUT NOT LIMITED TO: TIME LOST IN REPAIR OR REPLACING ANY PROPERTY, IRRESPECTIVE OF THE CAUSE THEREOF; FAILURE OR DELAY IN DELIVERING ANY PROPERTY LEASED OR TO BE LEASED HEREUNDER; FAILURE TO PERFORM ANY PROVISION HEREOF; FIRE OR OTHER CASUALTY; RIOT, STRIKE OR OTHER LABOR DIFFICULTY; GOVERNMENTAL REGULATIONS OR RESTRICTIONS; THEFT, DAMAGE TO, LOSS OF, DEFECT IN OR FAILURE OF ANY PROPERTY LEASED HEREUNDER; OR ANY OTHER CAUSE WHETHER OR NOT DUE TO NEGLIGENCE OR BEYOND LESSOR'S CONTROL. THERE SHALL BE NO ABATEMENT OR APPORTIONMENT OF MONTHLY RENTAL PAYMENTS AT ANY TIME OR FOR ANY REASON EXCEPT AS SPECIFICALLY ALLOWED BY THE TERMS OF THIS LEASE.

**Section 14.10. Time is of the Essence.** Time is of the essence. No covenant or obligations hereunder to be performed by Lessee maybe waived except by the written consent of Lessor, and a waiver of any such covenant or obligation or a forbearance to invoke any remedy on any occasion shall not constitute or be treated as a waiver of such covenant or obligation as to any other occasion and shall not

preclude Lessor from invoking such remedy at any later time prior to Lessee's cure of the condition giving rise to such remedy. Lessor's rights hereunder are cumulative and not alternative.

**Section 14.11. No Third Party Beneficiaries.** There are no third party beneficiaries of this Lease and/or the transaction contemplated by this Lease.

**Section 14.12. Savings Clause.** The parties acknowledge that this Lease is subject to and shall be implemented in accordance with Section 20 of Article X of the Constitution of Colorado. To that end, any provision of the Lease (or any exhibit, amendment, or addendum hereto) that requires payment of any nature in fiscal years subsequent to the current Fiscal Year, and for which there are not present cash reserves pledged irrevocably for purposes of the payment of such obligations, shall be contingent upon future appropriation by the Lessee of sufficient funds for purposes of payment of such obligations for any future Fiscal Year. Any provision of the Lease (or any exhibit, amendment, or addendum hereto) that is contrary or inconsistent with this paragraph shall be deemed to be void and of no force and effect, but shall not invalidate or render unenforceable any other provision hereof.

**Section 14.13. Electronic Transactions.** The parties agree that any individual or individuals who are authorized to execute this Lease on behalf of the Lessor or Lessee are hereby authorized to execute this Lease electronically via facsimile or email signature. This agreement by the parties to use electronic signatures is made pursuant to Article 71.3 of Title 24, C.R.S., also known as the Uniform Electronic Transactions Act. Any electronic signature so affixed to this Lease shall carry the full legal force and effect of any original, handwritten signature. The parties hereto agree that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law

<<Signatures on Next Page>>

IN WITNESS WHEREOF, Lessor has executed this Lease in its corporate name and attested by its duly authorized officers and Lessee has caused this Lease to be executed in its corporate name with its corporate seal hereunto affixed and attested by its duly authorized officers. All of the above occurred as of the date first above written.

LESSOR:  
HUERFANO COUNTY ASSET MANAGEMENT CORPORATION INC.

\_\_\_\_\_  
By: Arica Andreatta  
Title: Chair of the Board

Address for Notices:  
Huerfano County Asset Management Corporation, Inc.  
401 Main Street, Suite 201  
Walsenburg, CO 81089

LESSEE:  
HUERFANO COUNTY, COLORADO

\_\_\_\_\_  
By: John Galusha  
Title: Chair, Board of County Commissioners

Address for Notices:  
401 Main Street, Suite 201  
Walsenburg, CO 81089  
Attn: Board of County Commissioners

ATTEST:

\_\_\_\_\_  
County Clerk and Recorder

**[Signature page to Lease Purchase Agreement]**

**EXHIBIT A - LEASE TERMS***A-1*

1. Lessee: Huerfano County, Colorado
2. Commencement Date: May 1, 2023
3. Final Expiration Date: December 31, 2033 or upon final payment.
4. Rental Payment Dates: Beginning July 1, 2023, and annually thereafter on May 1 and October 1 until Final Expiration Date.
5. Applicable Interest Rate: 2%
6. Financial Reporting Requirements:
  - a. Annually, Lessee shall deliver to Lessor copies of Lessee's audited financial statements and related audit report prepared by an independent public accounting firm acceptable to Lessor upon the first to occur of (i) two (2) weeks after the final audit is issued by the auditors or (ii) 270 Days after the end of Lessee's Fiscal year.
  - b. Annually, Lessee shall deliver to Lessor a copy of the Lessee's Annual Budget within sixty (60) days after the end of Lessee's Fiscal Year, which Annual Budget shall illustrate the Rental Payments due to the Lessor during the period covered by the Annual Budget.
  - c. Other financial reports as may be reasonably requested by Lessor.
7. Lessee's Fiscal/Budget Year: December 31

**[Remainder of page intentionally left blank]**

A-2

8. Rental Payment Schedule:

**EXHIBIT B – EQUIPMENT LIST**

*B-1*



**Input cells**

Annual interest rate	1%
Loan term (in years)	10
Payments per year	2
Loan amount	\$1,439,501
Extra payment	

**Loan summary**

Scheduled payment	\$75,813.39
Scheduled no. of payments	20
Actual no. of payments	20
Total extra payments	\$12,000.00
Total interest	\$75,574.41

Date	Period	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Balance	Total Annual Payment
	0						\$1,439,500.63	
7/1/2023	1	\$75,813.39	\$12,000.00	\$87,813.39	\$68,615.89	\$7,197.50	\$1,358,884.74	\$87,813.39
1/1/2024	2	\$75,813.39	\$0.00	\$75,813.39	\$69,018.97	\$6,794.42	\$1,289,865.78	
7/1/2024	3	\$75,813.39	\$0.00	\$75,813.39	\$69,364.06	\$6,449.33	\$1,220,501.71	\$151,626.78
1/1/2025	4	\$75,813.39	\$0.00	\$75,813.39	\$69,710.88	\$6,102.51	\$1,150,790.83	
7/1/2025	5	\$75,813.39	\$0.00	\$75,813.39	\$70,059.44	\$5,753.95	\$1,080,731.39	\$151,626.78
1/1/2026	6	\$75,813.39	\$0.00	\$75,813.39	\$70,409.73	\$5,403.66	\$1,010,321.66	
7/1/2026	7	\$75,813.39	\$0.00	\$75,813.39	\$70,761.78	\$5,051.61	\$939,559.88	\$151,626.78
1/1/2027	8	\$75,813.39	\$0.00	\$75,813.39	\$71,115.59	\$4,697.80	\$868,444.29	
7/1/2027	9	\$75,813.39	\$0.00	\$75,813.39	\$71,471.17	\$4,342.22	\$796,973.12	\$151,626.78
1/1/2028	10	\$75,813.39	\$0.00	\$75,813.39	\$71,828.53	\$3,984.87	\$725,144.59	
7/1/2028	11	\$75,813.39	\$0.00	\$75,813.39	\$72,187.67	\$3,625.72	\$652,956.92	\$151,626.78
1/1/2029	12	\$75,813.39	\$0.00	\$75,813.39	\$72,548.61	\$3,264.78	\$580,408.32	
7/1/2029	13	\$75,813.39	\$0.00	\$75,813.39	\$72,911.35	\$2,902.04	\$507,496.97	\$151,626.78
1/1/2030	14	\$75,813.39	\$0.00	\$75,813.39	\$73,275.91	\$2,537.48	\$434,221.06	
7/1/2030	15	\$75,813.39	\$0.00	\$75,813.39	\$73,642.29	\$2,171.11	\$360,578.78	\$151,626.78
1/1/2031	16	\$75,813.39	\$0.00	\$75,813.39	\$74,010.50	\$1,802.89	\$286,568.28	
7/1/2031	17	\$75,813.39	\$0.00	\$75,813.39	\$74,380.55	\$1,432.84	\$212,187.73	\$151,626.78
1/1/2032	18	\$75,813.39	\$0.00	\$75,813.39	\$74,752.45	\$1,060.94	\$137,435.28	
7/1/2032	19	\$75,813.39	\$0.00	\$75,813.39	\$75,126.21	\$687.18	\$62,309.06	\$151,626.78
1/1/2033	20	\$62,620.61	\$0.00	\$62,620.61	\$62,309.06	\$311.55	\$0.00	
								\$62,620.61

### Combined Energy Performance Contracting Payment Schedule

SIEA REDLG Combined Payments			Asset Management Lease Purchase Schedule			Balance
Nbr Of Payments	Payment Date	Payment Due	Nbr Of Payments	Payment Date	Payment Due	
0			1	7/1/2023	\$ 87,813.39	\$ 87,813.39
1	8/1/2023	\$ 17,351.62				\$ 70,461.77
2	9/1/2023	\$ 11,950.84				\$ 58,510.94
3	10/1/2023	\$ 11,950.84				\$ 46,560.10
4	11/1/2023	\$ 11,950.84				\$ 34,609.26
5	12/1/2023	\$ 11,950.84				\$ 22,658.43
6	1/1/2024	\$ 11,950.84	2	1/1/2024	\$ 75,813.39	\$ 86,520.98
7	2/1/2024	\$ 11,950.84				\$ 74,570.15
8	3/1/2024	\$ 11,950.84				\$ 62,619.31
9	4/1/2024	\$ 11,950.84				\$ 50,668.48
10	5/1/2024	\$ 11,950.84				\$ 38,717.64
11	6/1/2024	\$ 11,950.84				\$ 26,766.81
12	7/1/2024	\$ 16,811.54	3	7/1/2024	\$ 75,813.39	\$ 85,768.66
13	8/1/2024	\$ 11,905.83				\$ 73,862.83
14	9/1/2024	\$ 11,905.83				\$ 61,957.00
15	10/1/2024	\$ 11,905.83				\$ 50,051.17
16	11/1/2024	\$ 11,905.83				\$ 38,145.34
17	12/1/2024	\$ 11,905.83				\$ 26,239.51
18	1/1/2025	\$ 11,905.83	4	1/1/2025	\$ 75,813.39	\$ 90,147.07
19	2/1/2025	\$ 11,905.83				\$ 78,241.25
20	3/1/2025	\$ 11,905.83				\$ 66,335.42
21	4/1/2025	\$ 11,905.83				\$ 54,429.59
22	5/1/2025	\$ 11,905.83				\$ 42,523.76
23	6/1/2025	\$ 11,905.83				\$ 30,617.93
24	7/1/2025	\$ 16,226.46	5	7/1/2025	\$ 75,813.39	\$ 90,204.86
25	8/1/2025	\$ 11,860.82				\$ 78,344.04
26	9/1/2025	\$ 11,860.82				\$ 66,483.22
27	10/1/2025	\$ 11,860.82				\$ 54,622.40
28	11/1/2025	\$ 11,860.82				\$ 42,761.57
29	12/1/2025	\$ 11,860.82				\$ 30,900.75
30	1/1/2026	\$ 11,860.82	6	1/1/2026	\$ 75,813.39	\$ 94,853.32
31	2/1/2026	\$ 11,860.82				\$ 82,992.50
32	3/1/2026	\$ 11,860.82				\$ 71,131.68
33	4/1/2026	\$ 11,860.82				\$ 59,270.85
34	5/1/2026	\$ 11,860.82				\$ 47,410.03
35	6/1/2026	\$ 11,860.82				\$ 35,549.21
36	7/1/2026	\$ 15,641.37	7	7/1/2026	\$ 75,813.39	\$ 95,721.23
37	8/1/2026	\$ 11,815.82				\$ 83,905.41
38	9/1/2026	\$ 11,815.82				\$ 72,089.60
39	10/1/2026	\$ 11,815.82				\$ 60,273.78
40	11/1/2026	\$ 11,815.82				\$ 48,457.97
41	12/1/2026	\$ 11,815.82				\$ 36,642.15
42	1/1/2027	\$ 11,815.82	8	1/1/2027	\$ 75,813.39	\$ 100,639.73
43	2/1/2027	\$ 11,815.82				\$ 88,823.91
44	3/1/2027	\$ 11,815.82				\$ 77,008.09
45	4/1/2027	\$ 11,815.82				\$ 65,192.28
46	5/1/2027	\$ 11,815.82				\$ 53,376.46
47	6/1/2027	\$ 11,815.82				\$ 41,560.65
48	7/1/2027	\$ 15,056.29	9	7/1/2027	\$ 75,813.39	\$ 102,317.75
49	8/1/2027	\$ 11,770.81				\$ 90,546.94
50	9/1/2027	\$ 11,770.81				\$ 78,776.13
51	10/1/2027	\$ 11,770.81				\$ 67,005.32
52	11/1/2027	\$ 11,770.81				\$ 55,234.51
53	12/1/2027	\$ 11,770.81				\$ 43,463.70
54	1/1/2028	\$ 11,770.81	10	1/1/2028	\$ 75,813.39	\$ 107,506.29
55	2/1/2028	\$ 11,770.81				\$ 95,735.48
56	3/1/2028	\$ 11,770.81				\$ 83,964.67
57	4/1/2028	\$ 11,770.81				\$ 72,193.86
58	5/1/2028	\$ 11,770.81				\$ 60,423.05
59	6/1/2028	\$ 11,770.81				\$ 48,652.24
60	7/1/2028	\$ 14,471.20	11	7/1/2028	\$ 75,813.39	\$ 109,994.43
61	8/1/2028	\$ 11,725.80				\$ 98,268.63
62	9/1/2028	\$ 11,725.80				\$ 86,542.82

### Combined Energy Performance Contracting Payment Schedule

SIEA REDLG Combined Payments				Asset Management Lease Purchase Schedule			
Nbr Of Payments	Payment Date	Payment Due		Nbr Of Payments	Payment Date	Payment Due	Balance
63	10/1/2028	\$ 11,725.80					\$ 74,817.02
64	11/1/2028	\$ 11,725.80					\$ 63,091.22
65	12/1/2028	\$ 11,725.80					\$ 51,365.42
66	1/1/2029	\$ 11,725.80		12	1/1/2029	\$ 75,813.39	\$ 115,453.00
67	2/1/2029	\$ 11,725.80					\$ 103,727.20
68	3/1/2029	\$ 11,725.80					\$ 92,001.40
69	4/1/2029	\$ 11,725.80					\$ 80,275.60
70	5/1/2029	\$ 11,725.80					\$ 68,549.79
71	6/1/2029	\$ 11,725.80					\$ 56,823.99
72	7/1/2029	\$ 13,886.12		13	7/1/2029	\$ 75,813.39	\$ 118,751.27
73	8/1/2029	\$ 11,680.80					\$ 107,070.47
74	9/1/2029	\$ 11,680.80					\$ 95,389.67
75	10/1/2029	\$ 11,680.80					\$ 83,708.88
76	11/1/2029	\$ 11,680.80					\$ 72,028.08
77	12/1/2029	\$ 11,680.80					\$ 60,347.29
78	1/1/2030	\$ 11,680.80		14	1/1/2030	\$ 75,813.39	\$ 124,479.88
79	2/1/2030	\$ 11,680.80					\$ 112,799.08
80	3/1/2030	\$ 11,680.80					\$ 101,118.29
81	4/1/2030	\$ 11,680.80					\$ 89,437.49
82	5/1/2030	\$ 11,680.80					\$ 77,756.70
83	6/1/2030	\$ 11,680.80					\$ 66,075.90
84	7/1/2030	\$ 13,301.03		15	7/1/2030	\$ 75,813.39	\$ 128,588.26
85	8/1/2030	\$ 11,635.79					\$ 116,952.47
86	9/1/2030	\$ 11,635.79					\$ 105,316.68
87	10/1/2030	\$ 11,635.79					\$ 93,680.89
88	11/1/2030	\$ 11,635.79					\$ 82,045.10
89	12/1/2030	\$ 11,635.79					\$ 70,409.31
90	1/1/2031	\$ 11,635.79		16	1/1/2031	\$ 75,813.39	\$ 134,586.91
91	2/1/2031	\$ 11,635.79					\$ 122,951.12
92	3/1/2031	\$ 11,635.79					\$ 111,315.33
93	4/1/2031	\$ 11,635.79					\$ 99,679.54
94	5/1/2031	\$ 11,635.79					\$ 88,043.76
95	6/1/2031	\$ 11,635.79					\$ 76,407.97
96	7/1/2031	\$ 12,715.95		17	7/1/2031	\$ 75,813.39	\$ 139,505.41
97	8/1/2031	\$ 11,590.78					\$ 127,914.63
98	9/1/2031	\$ 11,590.78					\$ 116,323.84
99	10/1/2031	\$ 11,590.78					\$ 104,733.06
100	11/1/2031	\$ 11,590.78					\$ 93,142.28
101	12/1/2031	\$ 11,590.78					\$ 81,551.50
102	1/1/2032	\$ 11,590.78		18	1/1/2032	\$ 75,813.39	\$ 145,774.10
103	2/1/2032	\$ 11,590.78					\$ 134,183.32
104	3/1/2032	\$ 11,590.78					\$ 122,592.54
105	4/1/2032	\$ 11,590.78					\$ 111,001.75
106	5/1/2032	\$ 11,590.78					\$ 99,410.97
107	6/1/2032	\$ 11,590.78					\$ 87,820.19
108	7/1/2032	\$ 12,130.86		19	7/1/2032	\$ 75,813.39	\$ 151,502.72
109	8/1/2032	\$ 11,545.78					\$ 139,956.94
110	9/1/2032	\$ 11,545.78					\$ 128,411.17
111	10/1/2032	\$ 11,545.78					\$ 116,865.39
112	11/1/2032	\$ 11,545.78					\$ 105,319.61
113	12/1/2032	\$ 11,545.78					\$ 93,773.84
114	1/1/2033	\$ 11,545.78		20	1/1/2033	\$ 62,620.61	\$ 144,848.67
115	2/1/2033	\$ 11,545.78					\$ 133,302.89
116	3/1/2033	\$ 11,545.78					\$ 121,757.11
117	4/1/2033	\$ 11,545.78					\$ 110,211.34
118	5/1/2033	\$ 11,545.78					\$ 98,665.56
119	6/1/2033	\$ 11,545.78					\$ 87,119.79
120	7/1/2033	\$ 11,545.58					\$ 75,574.21

**RESOLUTION NO. 23 -**

**THE BOARD OF COUNTY COMMISSIONERS  
OF HUERFANO COUNTY, COLORADO**

**A RESOLUTION TO ADOPT A POLICY FOR THE DISPOSITION OF SURPLUS  
REAL AND PERSONAL PROPERTY**

WHEREAS, C.R.S. § 30-11-107(1)(a), as amended, grants the Board of County Commissioners (“the Board”) the power to make such orders concerning the property belonging to the County as it deems expedient; and,

WHEREAS, The Board believes that it is in the public interest for real property owned by the county to be returned to the tax rolls if it is not needed for some present or future government use and if it can be sold for a reasonable return.; and,

WHEREAS, The Board finds that in keeping with prohibitions against acquiring real or personal property as a speculation, the County does not have the power to retain property lawfully acquired for the use of the county when the use no longer exists; and

WHEREAS, The Board desires an orderly and transparent process for this disposition of County property and believes that such a process is in the best interests of the County and the public.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Huerfano County, Colorado that the following is hereby adopted:

**Section 1. Purpose and Scope.**

1. The purpose of this policy is to provide for the disposition of County-owned real and personal property in a manner that maximizes public benefit and upholds the highest ethical standards.
2. This policy applies to the entire Huerfano County Government, including elected officials and County-owned enterprises, and all property of Huerfano County Government or an enterprise thereof.
3. Easements and Rights-of-Way are specifically excluded from this policy and may only be vacated under the Huerfano County’s adopted Land Use Regulations.

**Section 2. Definitions.**

1. Surplus personal property - means that personal property which has been determined to be obsolete, outmoded, unusable or no longer usable by the institution, or property for which future needs do not justify the cost of maintenance and/or storage. Such property must be declared "surplus personal property" as set forth in this resolution; provided however, property need not be declared surplus when disposition is through the trade-in method.
2. Surplus real property - means that real property which has been determined, by the Board of County Commissioners, to not meet the current or future needs of Huerfano County.

### **Section 3. Disposition of Personal Property.**

1. **Surplus Declaration Authority.** Department heads and elected officials have the authority to deem personal property to be surplus, except for:
  - a. computer and computer-related equipment, which can be declared as surplus only by the IT Department; and
  - b. vehicles and other motorized equipment, which shall be declared surplus only by Sheriff's Office, for motorized equipment under their authority, or the Road and Bridge Department for all other vehicles and motorized equipment
  
2. Storage, recycling, disposition or disposal of surplus personal property with a replacement cost of less than five hundred dollars (\$500.00) shall be at the discretion of the appropriate department head or elected official; provided that donation of items to county employees is strictly prohibited, except as set forth in subsections 4 and 5 below. The County Administrator, or a designee thereof, shall have the authority to determine the disposition of all surplus property which has a replacement cost of five hundred dollars (\$500.00) or more.
  
3. **Approved dispositions.** When surplus property cannot be sold to a bona-fide third party for value, approved dispositions, in the order of priority, include:
  - a. The exchange or trade-in of supplies as part or full payment for the procurement of new supplies.
  - b. The transfer of property no longer needed by one county department or elected official to another department or elected official. Surplus county property shall first be offered to other county departments via email. The property will be distributed on a first come, first served basis.
  - c. Transfer to another governmental agency.
  - d. Transfer of property to a registered 501(c) non-profit entity serving local needs, including any recipients of DHS contract awards or other non-profit agencies.
  - e. Sale of supplies that cannot be used by any department or elected official, by public auction or other public advertisement, as deemed appropriate by the finance director, in accordance with subsection (IV) below.
  - f. Sale at salvage or scrap.
  - g. Disposal of surplus personal property that is deemed unfit for disposition in any other manner.
  
4. **Prohibited dispositions.** County employees and their immediate family members are prohibited from purchasing surplus property, unless such purchases are made at a public auction or other advertised sale. Notwithstanding the foregoing, obsolete computers and computer-related equipment that is deemed by the IT director, or the director's designee, to net less than twenty-five dollars (\$25.00) in any public sale may be offered to county employees, free of charge with the approval of the County Administrator.
  
5. **Manner of sale.**
  - a. **Sales under \$500.** A total sale (representing a single transaction of one or more items) estimated to be under five hundred dollars (\$500.00) should be made by informal procedures calculated to achieve the maximum financial benefit to Huerfano County.
  - b. **Sales of \$500 or more.** A total sale (representing a single transaction of one or more items) of surplus property in estimated amounts of five hundred dollars (\$500.00) or more shall be formally advertised, sealed bids shall be taken, and the

bids received shall be submitted to the County Administrator, or a designee thereof, for award. Sale by public auction may be used in lieu of sealed bids.

- i. Huerfano County employees may submit sealed bids and may bid on surplus property at public auction.
  - ii. If no monetary offers are received in the form of sealed bids or bids at public auction, the finance director may negotiate a sale. County employees may not procure any surplus county property through a negotiated sale of any type.
6. **Returns.** Nothing contained in this code shall be construed to prohibit the return of unused goods, which are surplus to the requirements of the county. Unused goods, supplies or equipment may be returned to the original contractor with or without a restocking fee if this method of disposal will result in higher benefit to the county.
7. **Refunds.** Funds received from the sale of surplus property will be credited back to the same fund from which its original purchase originated.

#### **Section 4. Disposition of Real Property.**

##### **1. Policy**

- a. The Board of County Commissioners declares that it is in the public interest for real property owned by the county to be returned to the tax rolls if it is not needed for some present or future government use and if it can be sold for a reasonable return. The Board of County Commissioners also declares that it is in the public interest to transfer county property for a public benefit or purpose consistent with the requirements of this resolution and state law. It is therefore the policy of the county to transfer parcels of property owned by the county which are determined to be surplus property pursuant to this subsection 1, where disposal of a subject parcel:
    - i. would afford the county a reasonable return from the transaction; or
    - ii. is determined by the board of county commissioners to be in the public interest for a public benefit purpose; and
    - iii. the disposal is conducted consistent with the requirements of this resolution and state law.
  - b. Only the Board of County Commissioners may declare real property surplus at either their discretion or by request from an Elected Official or Department Head.
  - c. All sales of surplus property shall use the bid procedure set forth in subsection 4 below.
  - d. Real property owned by a County enterprise is subject to this resolution, except that the board of said enterprise may declare a property surplus with the consent of the Board of County Commissioners and the board of the enterprise will receive and open bids before forwarding a recommendation to the Board of County Commissioners for final action. Provided however, that should the entirety of the Board of County Commissioners constitute the entirety of the enterprise board, then the decision to declare a property surplus may be made in a meeting of either Board and bids must be opened in a meeting of the Board of County Commissioners.
- ##### **2. Standard Conditions**
- a. Each sale shall be made on the conditions the board of county commissioners may prescribe to the best responsible bidder after the published notice of the sale. For

purposes of this section, the term "sale" shall include any transfer of real property except vacation, or except as otherwise specifically excluded. The following conditions apply to all sales unless removed or altered by the Board of County Commissioners:

- i. The purchaser shall pay for all costs of any bid and publication procedure, appraisal, title search, surveys, report or commitment, escrow, recordation, postage and all other such transactional costs.
  - ii. The county shall sell the surface estate of any real property by quit claim deed, and may except from such estate or interest, any and all water, water rights, mineral, mineral rights, oil, gas or leases that may be associated with the land.
  - iii. The county shall reserve any known and existing public easements for sewer, access, open space, gas, water, electricity, pipelines, ditches, canals, laterals, broadband fiber, telephone cable and for similar lines and appurtenances. No easement may be removed except by the vacation process set forth in the County Land Use Regulations.
  - iv. The County shall reserve easements for or retain title to any road right-of-way, drainage area, or other public utility right of way that have either been developed on the property since acquisition or previously existing in either prescriptive form or by informal agreement.
  - v. If the purchaser is an adjacent owner, the title shall vest, subject to the same encumbrances, liens, limitations, restrictions and estates as exist on the abutting land of the purchasing owner. Further, the County may require adjacent owners to consolidate lots as a condition of the sale.
  - vi. In no event shall the county sell real property so as to deprive any parcel abutting the property of preexisting access connecting the abutting land with a public road, street or other public way.
  - vii. The required terms, conditions or statutory requirements arising out of the manner in which the county acquired the property shall be observed.
  - viii. No warranties, express or implied, of any kind whatsoever shall be made as to the fitness for intended use, habitability or any other assurance.
- b. The county may prescribe such other terms and conditions as in its sole discretion it shall determine including, but not limited to, those necessary for the mitigation of adverse impacts to adjacent property owners.
  - c. County land use and dedication requirements shall be met, where applicable.
  - d. These sale procedures shall not be construed to apply to property acquired pursuant to C.R.S. § 39-11-101 et seq. (Tax Sales Treasurer's Deed), in which event those statutory procedures shall apply.

### 3. Request for Sale Procedure

- a. Any person or legal entity may make a request for sale of public property, including county staff. Each request for sale shall include a statement of intended uses of the property. In no event, however, may a county officer or employee acquire public property in their individual capacity through these procedures. All requests for sale of county-owned public property shall be first received by, or transferred to, the County Administrator.
- b. Upon receipt of a request for the sale of public property, the County Administrator or their designee shall refer the request to the county assessor's office with a request for the following information:
  - i. The general location and the county assessor's parcel number.

- ii. A copy of the county assessor's map showing the parcel and contiguous parcels.
  - iii. Legal description of the parcel or tract of land, if available.
  - iv. The address of property owners within 500 feet of the parcel proposed to be purchased.
  - v. If available, information on how the county acquired the property, and a copy of the applicable deed.
  - vi. An estimate of the fair market value of the property.
- c. Upon receipt of the requested information, the request shall be forwarded to the Land Use and Building Department and reviewed by county staff, the planning commission and the board of county commissioners with the following process:
- i. Copies of the request for sale and other information shall be submitted to the school district and any other special purpose districts in which the requested sale is located along with all utility companies and municipalities potentially affected by the requested sale. Additional referral agencies may be contacted by the Planning Commission, at its discretion. All referral agencies shall be allowed a review period twenty-one (21) days from the receipt of the referral materials to report their findings and/or recommendations to the County, and an additional twenty-one (21) day extension period with the approval by a majority vote of the Planning Commission. Failure to respond within the original review period or the extension period shall be deemed a de facto approval by referral agencies.
  - ii. The review of the proposed sale of real property by the planning commission shall be in the form of a recommendation.
  - iii. A public hearing before the board of county commissioners shall be held for the purpose of determining whether the property shall be put up for bid and the terms, conditions and reservations thereof. At least ten (10) days prior to a public hearing scheduled before the Board of County Commissioners to consider a request for sale, a notice of the public hearing shall be published in a legal publication in Huerfano County.
  - iv. The Board of County Commissioners may, after the conduct of the public hearing, either approve the request as presented or with modifications, or deny the request. If the Board of County Commissioners approves placing real property up for bid, it shall direct that the bid procedures as set forth in subsection 4 be followed.

#### 4. **Bid Procedures**

The following bid procedures shall be used for the sale of surplus County property:

- a. Treasurer's deeds. If the real property proposed for sale is held by the county pursuant to a treasurer's deed, the bid procedures contained in C.R.S. § 39-11-143 shall be applicable.
- b. Other real property. If the real property proposed for sale is held by the county, other than pursuant to the treasurer's deed, a bid notice shall be posted in a public place at the county courthouse not less than 30 days prior to the date of sale, and such notice shall be advertised in two issues of a newspaper of general circulation in the County and shall appear no closer than one week apart and within 30 days. Such notice shall reserve the right to reject any and all bids. In addition, thereto, the Board of County Commissioners shall reserve the right to impose additional bid terms and conditions, and to award the bid to the bidder which shall present



the bid which is, in the sole discretion of the board of county commissioners, the best bid considering all of the terms, conditions, evidence and public interest.

- c. Bids opened publicly. Bids shall be publicly opened at the time and place specified in the bid notice. Bids received shall be presented to the board of county commissioners for their consideration and direction.

INTRODUCED, READ, APPROVED AND ADOPTED ON THIS 23<sup>rd</sup> day of MAY 2023.



ATTEST:

\_\_\_\_\_  
 County Clerk and Recorder and  
 Ex-Officio Clerk to said Board

BOARD OF COUNTY COMMISSIONERS  
OF HUERFANO COUNTY, COLORADO

BY \_\_\_\_\_

John Galusha, Chairman

\_\_\_\_\_  
Arica Andreatta, Commissioner

\_\_\_\_\_  
Karl Sporleder, Commissioner