



BOARD OF COUNTY COMMISSIONERS REGULAR MEETING AGENDA

April 25, 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

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. Meeting Minutes from March 21, 2023

b. Meeting Minutes from March 28, 2023

c. Meeting Minutes from April 4, 2023

d. Meeting Minutes from April 18, 2023

e. Rodney Smircich Seasonal Re-Hire

f. Sharla Martinez Resignation

g. Emilee Weniger Resignation

h. John Rodriguez New Hire

4. PUBLIC COMMENT

5. APPOINTMENTS

a. Honored Elder and Younger - Sandy Dolak

b. Burn Permits and Air Quality Delegation of Authority Discussion

c. Winterfest Funding Request

6. LAND USE

7. ACTION ITEMS

a. Resolution Adopting Roadway Standards into Land Use Codes

b. On-Call Engineering Award Recommendation

- [c.](#) Resolution Appointing County Engineer and On Call Engineers
- [d.](#) KLJ On-Call Engineering Master Service Agreement
- [e.](#) Open Burning Delegation of Authority
- [f.](#) HCSO - BOC - Behavioral Health Grant Agreement
- [g.](#) Ambulance License Renewal for Spanish Peaks Regional Health Center
- [h.](#) GPMB Attorney Retention Letter
- [i.](#) Public Trustee 1st Quarter 2023 Report
- [j.](#) Accounts Payable Vendor Run March 2023
- [k.](#) Wagner CAT Trash Truck Repair Parts
- [l.](#) Fiesta Park Grounds Maintenance Contracts
- [m.](#) Spanish Peaks Airport Ground Lease for Travis Ruff
- [n.](#) WTS Fee Waiver Request for CR 420 and 421
- [o.](#) Colorado Invasive Species Plant Management Grant Approval
- [p.](#) NWF 2023 Grant Approval
- [q.](#) Bulk Water Application - Perez
- [r.](#) Accounting Update and Funding Request
- [s.](#) Community Development Funding Recommendations
- [t.](#) Colorado Rhino Plumbing Back Flow Preventer Labor for DHS
- [u.](#) FMLD Board Composition Change Request
- [v.](#) Law Enforcement Services Agreement

8. STAFF REPORTS

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

9. CORRESPONDENCE

- [a.](#) CDPHE Requirements Change Notice
- [b.](#) GPID Account Billing Adjustment Request
- [c.](#) CAPP Monthly Reports
- [d.](#) CTSI Distracted Driving
- [e.](#) CTSI Federal Child Labor Regulations
- [f.](#) CTSI Identify Phishing Email
- [g.](#) CTSI Summer Time is County Fair Time
- [h.](#) Bulk Water Report March 2023
- [i.](#) GPID Water and Sewer Accounts April 2023
- [j.](#) HC Historical Society 2023 Membership Form
- [k.](#) HC Treasurer Monthly Reports

10. EXECUTIVE SESSION

- a. For discussion of a personnel matter under C.R.S. §24-6-402(2)(f) and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees. **General HR Update**
- b. For a conference with a County Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. §24-6-402(4)(b). **Solano v HCSO and Ramadhani v. Huerfano County**
- c. 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). **City Law Enforcement Services Contract**
- d. For a conference with a County Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. §24-6-402(4)(b). **Marijuana Excise Tax Enforcement**
- e. For discussion of specialized details of security arrangements or investigations under C.R.S. §24-6-402(4)(d). **Inmate Death Investigation**

11. ADJOURNMENT

12. UPCOMING MEETINGS

COMMISSIONER'S MEETING

Special Meeting

March 21, 2023

Chairman Galusha called the meeting to order followed by the Pledge of Allegiance.

Commissioners John Galusha, Arica Andreatta and Karl Sporleder were present.

Commissioner Andreatta made a motion to approve the March 21, 2023 Agenda as presented.

Motion: Andreatta

Second: Sporleder

Discussion: None

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Yes

10:01 A.M. Action Items:

County Administrator Carl Young and the Board reviewed Action items.

- a. Corrected Economic Development Administration (EDA) Grant Memorandum of Understanding (MOU).

Motion to approve the corrected Economic Development Administration (EDA) Grant Memorandum of Understanding (MOU).

Motion: Andreatta

Second: Sporleder

Discussion: None

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Yes

b. History Colorado State Historical Fund Grant- Fox Theatre Grant Owner
Permission Signature.

**Motion to approve and sign Fox Theatre Walsenburg State Historical Fund Grant
- Owner Permission page.**

Motion: Andreatta

Second: Sporleder

Discussion: None

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Yes

c. United States Forest Service (USFS) Grant Letter of Support for CETNA Energy.

Motion to approve the USFS Grant letter to support CETNA Energy.

Motion: Andreatta

Second: Sporleder

Discussion: None

Resolved: Motion passed by unanimous vote.

Sporleder: Yes

Andreatta: Yes

Chairman Galusha: Yes

d. Avenue Enterprise Solutions Agreement to extract payroll data for an amount
not to exceed \$13,640.00.

**Motion to approve the Agreement with Avenue Enterprise Solutions for
extracting data Payroll 2001 – 2021 and extracting data Payroll 2022.**

Motion: Sporleder

Second: Andreatta

Discussion: None

Resolved: Motion passed by unanimous vote.

Sporleder: Yes

Andreatta: Yes

Chairman Galusha: Yes

e. Department of Human Services (DHS) – Sewer Line Replacement.

Motion to approve the quote from Butte Valley Construction to fix sewer line, for DHS, total amount of \$12,250.00.

Motion: Sporleder

Second: Andreatta

Discussion: None

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Yes

f. Green Sheet Michelle Trujillo Re-Hire.

Motion to approve Re-Hire of Michelle Trujillo to part time position of SCW III CP Services, in the Department of Human Services (DHS).

Motion: Andreatta

Second: Sporleder

Discussion: None

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Yes

g. Green Sheet Austin Maddox New Hire.

Motion to approve New Hire of Austin Maddox to Detention Officer, in the Jail.

Motion: Andreatta

Second: Sporleder

Discussion: None

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Yes

h. Green Sheet Francisco Lantis New Hire.

Motion to approve New Hire of Francisco Lantis to Detention Officer, in the Jail.

Motion: Andreatta

Second: Sporleder

Discussion: None

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Yes

i. Green Sheet Cameron Gonzales Completion of Field Training Orientation (FTO).

Motion to approve increase in pay for Deputy Cameron Gonzales for completion of the Field Training Orientation (FTO) Process.

Motion: Sporleder

Second: Andreatta

Discussion: None

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Yes

10:13 A.M. Executive Session

There is no need to go into Executive Session today. There was a question about the purpose of last week's Executive Session. Chairman Galusha commented that the action or legal issue from last week is an Open Records question. Erica Vigil was named on that Open Records case but it is not her records that are under review. The records were the Sheriff Department's records.

10:14 A.M. Adjourned Regular Meeting:

Chairman Galusha called to adjourn meeting.

Meeting adjourned at 10:14 A.M.

Erica Vigil, County Clerk & Recorder
Clerk to the Board of County Commissioners

COMMISSIONERS:

John Galusha, Chairman

Arica Andreatta

Karl Sporleder

COMMISSIONER'S MEETING
Regular Meeting
March 28, 2023

Chairman Galusha called the meeting to order followed by the Pledge of Allegiance.

Commissioners John Galusha, Arica Andreatta and Karl Sporleder were present.

Commissioner Andreatta made a motion to approve the March 28, 2023 Agenda as presented.

Motion: Andreatta

Second: Sporleder

Discussion: None

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Yes

Commissioner Sporleder made a motion to approve the March 28, 2023 Consent Agenda as presented.

Motion: Sporleder

Second: Andreatta

Discussion:

- a. Meeting Minutes for March 14, 2023.
- b. Burnell Haywood Transfer.
- c. Lea Vigil Promotion.
- d. Derek Guess Resignation.
- e. Amber Blazer New Hire
- f. Jacob Botello New Hire.
- g. Dreama Ortivez Promotion
- h. Ashley Wilkins Promotion.
- i. Abatement #23-14 Blackbird Ranch LLC – 2022 - \$1,307.33 – 429278 - Approved

j. Abatement #23-15 Michael Daurio - 2022 - \$1,133.83 – 429282 - Approved.

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Yes

10:03 A.M. Public Comment: None

10:03 A.M. Appointments:

- a. Honoring Elders and Youngers – Sandy Dolak headed this project pointing out that there are unsung heros, both “Elder” and “Younger” in Huerfano County. Over one hundred people have been nominated. Congratulation to this month’s nominees, *Kylee Faris* and *Lois Northrup*. They each get a Letter of Appreciation for the lasting effect they have had on the community and the lives they have touched.
- b. Destination Imagination - Mireya Delgado spoke on behalf of Peakview Destination Imagination Team. It is an Engineering and Scientific Program and they are asking for a donation of \$2,000.00 to help pay for food and lodging expenses to compete in Denver at the state level.

Motion to approve donating \$2,000.00 to Peakview Destination Imagination Team to help pay for expenses to compete in Denver.

Motion: Sporleder

Second: Andreatta

Discussion: None

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Yes

10:15 A.M. Land Use:

- a. Conditional Use Permit (CUP) #23-06 Gravel Pit Siete. Sky Tallman, County Land Use Director presented the recommendation of the Planning Commission with the final conditions listed.

Motion to approve CUP #23-06 Gravel Pit Siete with the conditions listed.**Motion: Andreatta****Second: Sporleder****Discussion: These are the updated approved conditions.****Planning Commission Recommendation**

At their meeting on 3/23, the Planning Commission recommended approval with the following conditions:

1. Traffic Control Plan – Road and Bridge Department to approve an Access Permit, signage plan, and lower truck speed limit, on Lascar between I-25 and the access/haul road.
2. Access from Lascar Rd onto Section to be as close as feasible to I-25.
3. Road Maintenance: Require paving of Lascar Rd. between the end of CDOT's pavement and the access onto the Section in compliance with County road design standards.
4. Letter from a legal water supplier demonstrating proof of available water.
5. Noxious weed plan approved by County Weed Control Officer with security bond in the amount of \$5000. Annual reviews to be conducted by Weed Control Officer.
6. Acreage/scope of operations is limited to the 30-acre scope of operations presented in the site plan as part of this application. Subsequent operations subject to BOCC approval of an amendment to this Conditional Use Permit.
7. One-year performance review and site visit from the Land Use Office. Additional reviews or site visits to be conducted on a complaint basis.
8. Hours of operation: Crushing/Mining hours of operation: 7:00AM to 5:00PM; Truck Traffic hours: 7:00AM to 6:00PM; Maintenance and labor: no restriction on hours.
9. The Tom Branch Apache Creek, an intermittent stream, runs through the section. If more than the thirty acres initially proposed is to be permitted for mining, a 200 ft. setback to be required between mining operations and intermittent streambeds.
10. No explosives to be used.

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Yes

- b. Manzanares Subdivision Exemption Letter. The petition was made because there is a well on the property. The Division of Water Resources can grandfather the well in if it is on a parcel that was exempt from subdivision regulations. The Planning Commission feels the subdivision exemption applies to all three of the parcels. (#29410, #29445, #29817). Carl Young, Administrator requested that Sky Tallman put his response in letter format to Division of Water Resources, attach the deeds with their legal descriptions and the commissioners can sign.

Motion to approve this petition to exempt three parcels (#29410, #29445, #29817) from subdivision regulations; to put in the form of a letter to the Division Water Resources making sure the legal descriptions are included not just the parcel numbers.

Motion: Andreatta

Second: Sporleder

Discussion: None

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Yes

- c. Conditional Use Permit (CUP) #15-010 Walsenburg Cannabis – Cheri Chamberlain, Building Inspector and Code Enforcement Officer gave a staff report. CUP #15-010 is in violation of several codes and the recommendation of the Planning Commission is to schedule a Public Hearing to consider or start the revocation process. David Lesser spoke as representative for the property owner PW CO CanRE Walsenburg LLC., and Walsenburg Cannabis.

Motion to approve setting public hearing date of May 23, 2023 to consider revocation and to have the Building Inspector work with the business contact David Lesser in the meantime.

Motion: Sporleder Second: Galusha

Discussion: Commissioner Andreatta abstained from voting

Resolved: Motion passed

Andreatta: Abstain

Sporleder: Yes

Chairman Galusha: Yes

- d. Resolution #23-13 to Incorporate Roadway Design Guide into Land Use Code. This is a resolution adopting Huerfano County Roadway Design and Construction Standards into the Land Use Code as Section 19.00 and making certain amendments to Article 10. This Resolution #23-13 is postponed until it is in final copy and ready for recording.

10:56 A.M. Action Items:

County Administrator Carl Young and the Board reviewed Action items.

- a. Resolution #23-14 appointing Jacque Sikes to the Huerfano County Building Authority.

Motion to approve Resolution #23-14 appointing Jacque Sikes to the Huerfano County Building Authority for a term expiring on December 31, 2026.

Motion: Andreatta

Second: Sporleder

Discussion: None

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Yes

- b. Resolution #23-15 to adopt a policy for Colorado Open Records Act Compliance. No action taken. This will be brought back for adoption next week.
- c. LaHCDHD Opioid Harm Reduction Proposal. Las Animas-Huerfano County District Health Department Huerfano County Opioid Settlement Project Narrative was created as our health department's plan to use the funds from the Opioid Settlement. There will be \$13,000 annually for 2 years with changing amounts after that up to 18 years.

Motion to approve the Las Animas-Huerfano County District Health Department Huerfano County Opioid Settlement Project Narrative with staff direction to develop a Memorandum of Use.

Motion: Andreatta

Second: Sporleder

Discussion: None

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Yes

- d. Walsenburg Law Enforcement Services. Board of County Commissioners recommends entering into a short-term agreement for Law Enforcement services between Huerfano County and the City of Walsenburg through the end of the year 2023. Board of County Commissioners would also like to enter into mediation with the City as soon as possible. Staff was directed to contact Department of Local Affairs to get the names of mediators and Carl Young, Administrator stated he would encourage the Walsenburg City Council to take the issue back to the voters.

Motion to approve the amended letter to the City of Walsenburg asking them to enter into a short-term agreement with the county, for Law Enforcement services to last through the end of the year, and for the city to enter into mediation with the county as soon as possible.

Motion: Sporleder

Second: Andreatta

Discussion: None

Resolved: Motion passed by unanimous vote.

Sporleder: Yes

Andreatta: Yes

Chairman Galusha: Yes

e. Employers Council Annual Renewal.

Motion to approve the annual renewal invoice from Employers Council for consulting membership dues for April 1, 2023 through March 31, 2024 in the amount of \$7,100.00.

Motion: Sporleder

Second: Andreatta

Discussion: None

Resolved: Motion passed by unanimous vote.

Sporleder: Yes

Andreatta: Yes

Chairman Galusha: Yes

f. CSU Extension 2023 Allocation. CSU Extension letter of commitment to fund the County portion of the CSU Extension Agent at \$15,000.

Motion to approve the CSU Extension letter of commitment to fund the County portion of the CSU Extension Agent at \$15,000.

Motion: Sporleder

Second: Andreatta

Discussion: None

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Yes

g. Extrication Services & Insurance Invoice from Huerfano County Fire Protection District for Countywide extrication services, maintenance and full insurance coverage on 2014 Chevrolet rescue unit, VIN 1GB3KZE82EF151215 in portable

equipment for the period of April 1, 2023 through March 31, 2024 for amount of \$6,000.00.

Motion to approve the invoice from Huerfano County Fire Protection District for extraction services, maintenance and full insurance coverage on 2014 rescue unit in the amount for \$6,000.00.

Motion: Andreatta

Second: Sporleder

Discussion: None

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Yes

h. Advertising Agency Agreement with AdPro 360.

Motion to approve the Advertising Agency Agreement with AdPro for Tourism portion and County portion for annual total of \$59,280.00.

Motion: Andreatta

Second: Sporleder

Discussion: None

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Yes

11:29 A.M. Recess Regular Meeting.

Chairman Galusha called to recess meeting to go into Executive Session at 11:29 A.M.

11:30 A.M. Executive Session

Carl Young, Administrator called to go into Executive Session at 11:30 A.M.

Motion: Andreatta

Second: Sporleder

Discussion:

- a. For discussion of specialized details of security arrangements or investigations under C.R.S. § 24-6-402(4)(d). **11:30 AM - Huerfano County Judicial Center.**

b. No decisions will be made in Executive Session.

Resolved: Motion passed by unanimous vote.

Sporleder: Yes

Andreatta: Yes

Chairman Galusha: Yes

11:56 A.M. Adjourned Executive Session:

Chairman Galusha called to come out of Executive Session at 11:56 A.M.

11:57 A.M. Re-convene Regular Meeting:

Chairman Galusha called to re-convene to Regular Meeting at 11:57 A.M.

- i. Request for State Homeland Security Grant Spending. Memo from Brittney Ciarlo, Emergency Management which has an attached quote from All Traffic Solutions Inc. for total amount of \$10,153.00 as well as, a request to spend no more than \$20,200 on equipment for the Emergency Operation Center. Both are 100% grant funded.

Motion to approve the memo from Emergency Management regarding All Traffic Solutions quote for signboard totaling \$10,153.00, as well as request to spend no more than \$20,200 on Emergency Operation Center equipment.

Motion: Andreatta

Second: Sporleder

Discussion: None

Resolved: Motion passed by unanimous vote.

Sporleder: Yes

Andreatta: Yes

Chairman Galusha: Yes

j. Quote from Churchich Recreation for \$85,440.00 for Pavilion for Gardner Community Center Project. Paid for out of the CDOT Main Street Grant.

Motion to approve the quote from Churchich Recreation for \$85,440.00 for Pavilion for Gardner Community Center.

Motion: Sporleder

Second: Andreatta

Discussion: None

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Yes

k. Quote from CXT Precast Concrete Products for \$69,938.00 for vault toilet for Gardner Community Center Project. Paid for out of the CDOT Main Street Grant.

Motion to approve the installation of the vault toilet by CXT for \$69,938.00 for Gardner Community Center Project to be paid out with grant funding.

Motion: Andreatta

Second: Sporleder

Discussion: None

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Yes

l. Request to apply for San Isabel Electric Association (SIEA) Donation for Huerfano Youth Conservation Corps. Conor Orr, Parks & Recreation would like to put in a donation request from San Isabel Electric Association for an amount of \$10,000. The funds would be used for purchase of tools and a shipping container to be used for the safe storage of the tools.

Motion to approve the request for donation from San Isabel Electric Association for an amount of \$10,000 for trail building tools and storage of those tools for the Huerfano Youth Conservation Corps.

Motion: Sporleder

Second: Andreatta

Discussion: None

Resolved: Motion passed by unanimous vote.

Sporleder: Yes

Andreatta: Yes

Chairman Galusha: Yes

m. NEOGOV Applicant Tracking System will give Huerfano County the ability to post a job online and track the applications. Two-year cost including a 50% discount for the 1st year is \$12,499.00.

Motion to approve the two-year option from NEOGOV for \$12,499.00 for NEOGOV Applicant Tracking System.

Motion: Sporleder

Second: Andreatta

Discussion: None

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Yes

n. Steven Richardson, Oxy USA is requesting a bulk water permit to haul water from Gardner. This is for human use not for operational use.

Motion to approve the bulk water permit and agreement to haul water for Oxy USA.

Motion: Andreatta

Second: Sporleder

Discussion: None

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Yes

o. Liquor License Renewal Timbers Restaurant.

Motion to approve the Liquor License Renewal for the Timbers Restaurant.

Motion: Andreatta

Second: Sporleder

Discussion: County Clerk's Office noted the restaurant is in good standing.

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Yes

11:55 A.M. Staff Reports:

a. County Administrator: - Carl Young wrote out his report. The highlights are

- Community Development Funding Requests
- Legislative Update
- Huerfano River Bridge Rehabilitation Project
- Spanish Peaks Airfield Electrical Lighting
- Proposition 123
- On-Call Engineering RFQ
- Broadband
- Bipartisan Infrastructure Law Navigator
- Best and Brightest Program
- Fleet Management
- Gardner Main Street Development
- Thorne Ranch
- Redistricting of the Commissioners Districts

b. County Attorney – Lisa Powell-DeJong has set up a Monday.com account to be used by county employees to send work requests to her. Thank you to Kevin Archuleta for his help in setting that up.

12:17 P.M. Correspondence:

County Administrator Carl Young and the Board reviewed Correspondence.

12:25 P.M. Adjourned Regular Meeting:

Chairman Galusha called to adjourn meeting.

Meeting adjourned at 12:25 P.M.

Erica Vigil, County Clerk & Recorder
Clerk to the Board of County Commissioners

COMMISSIONERS:

John Galusha, Chairman

Arica Andreatta

Karl Sporleder

COMMISSIONER'S MEETING
Special Meeting
April 4, 2023

Chairman Galusha called the meeting to order followed by the Pledge of Allegiance.

Commissioners John Galusha, Arica Andreatta and Karl Sporleder were present.

Commissioner Andreatta made a motion to approve the April 4, 2023 Agenda with the following changes: 1) Striking item 3G; 2) Cancelling item 6a; and 3) Adding Public Comment.

Motion: Andreatta

Second: Sporleder

Discussion: None

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Yes

10:01 A.M. Public Comment: Jose Baros, Huerfano County Resident spoke.

10:08 A.M. Action Items:

County Administrator Carl Young and the Board reviewed Action items.

- a. A Proclamation (#23-01) recognizing National Public Safety Telecommunicators Week in honor of the men and women whose diligence and professionalism keep our city and citizens safe.

Motion to approve Proclamation #23-01 which resolves that the Board of Huerfano County Commissioners does hereby proclaim the week of April 9 through 15, 2023 to be National Public Safety Telecommunicators Week.

Motion: Andreatta

Second: Sporleder

Discussion: None

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Yes

b. A Resolution to Adopt a Policy for Colorado Open Records Act Compliance.

Motion to adopt Resolution # 23-15 A RESOLUTION TO ADOPT A POLICY FOR COLORADO OPEN RECORDS ACT COMPLIANCE

Motion: Andreatta

Second: Sporleder

Discussion: None

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Yes

c. A Resolution to appoint Greg Garrett to the Huerfano County Tourism Board.

Motion to approve Resolution #23-16 A RESOLUTION APPOINTING GREG GARRETT TO THE HUERFANO COUNTY TOURISM BOARD FOR A TERM EXPIRING ON DECEMBER 31, 2026.

Motion: Sporleder

Second: Andreatta

Discussion: None

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Yes

d. 2023 Huerfano County Commissioner Districts Redistricting.

Motion to approve setting a public hearing for May 9, 2023 for selection of new Commissioner Districts with the tentative adoption date of June 13, 2023.

Motion: Andreatta Second: Sporleder

Discussion: None

Resolved: Motion passed by unanimous vote.

Sporleder: Yes

Andreatta: Yes

Chairman Galusha: Yes

e. Scanning and Indexing of County Personnel and Payroll Files.

Motion to approve estimate of \$8,052.00 from RMMI for purpose of scanning and indexing county personnel and payroll files.

Motion: Andreatta Second: Sporleder

Discussion: None

Resolved: Motion passed by unanimous vote.

Sporleder: Yes

Andreatta: Yes

Chairman Galusha: Yes

f. SECOM Power Outlet Lease Agreement.

Motion to approve one-year lease agreement between Huerfano County and SECOM for power outlet, starting January 1, 2023 until December 31, 2023.

Motion: Sporleder Second: Andreatta

Discussion: None

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Yes

g. (Item removed)

h. National Wilderness Stewardship Alliance Letter of Support for La Veta Trails.

Motion to approve letter to National Wilderness Stewardship Alliance for National Forest System Trail Stewardship Partner Funding for La Veta Trails.

Motion: Andreatta

Second: Sporleder

Discussion: None

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Yes

i. Green sheet for Hallie Coulter.

Motion to approve the promotion of Hallie Coulter to Adult Services Manager I in the Department of Human Services.

Motion: Andreatta

Second: Sporleder

Discussion: None

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Yes

j. Green sheet for Krissie Aldretti.

Motion to approve the promotion of Krissie Aldretti in the Sheriff's Department.

Motion: Sporleder

Second: Andreatta

Discussion: None

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Yes

k. Green sheet for Lea Vigil.

Motion to approve the promotion of Lea Vigil to Jail Administrator within the Sheriff’s Department.

Motion: Andreatta

Second: Sporleder

Discussion: None

Resolved: Motion passed by unanimous vote.

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Yes

10:26 A.M. Recess Regular Meeting.

Chairman Galusha called to recess meeting at 10:26 A.M. to go into Executive Session at 2:30 P.M.

10:26 A.M. Executive Session

Carl Young, Administrator called to go into Executive Session at 2:30 P.M.

Motion: Andreatta

Second: Sporleder

Discussion:

- a. For discussion of a personnel matter under C.R.S. § 24-6-402(2)(f) and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees. **2:30 P.M.**

- b. No decisions will be made in Executive Session.

Resolved: Motion passed by unanimous vote.

Sporleder: Yes

Andreatta: Yes

Chairman Galusha: Yes

3:50 P.M. Adjourned Executive Session:

Chairman Galusha called to come out of Executive Session at 3:50 P.M.

3:55 P.M. Re-convene Regular Meeting:

Chairman Galusha called to re-convene to Regular Meeting at 3:55 P.M.

3:55 P.M. Adjourned Regular Meeting:

Chairman Galusha called to adjourn meeting.

Meeting adjourned at 3:55 P.M.

Erica Vigil, County Clerk & Recorder
Clerk to the Board of County Commissioners

COMMISSIONERS:

John Galusha, Chairman

Arica Andreatta

Karl Sporleder

COMMISSIONER'S MEETING
Special Meeting
April 18, 2023

Commissioner Arica Andreatta called the meeting to order followed by the Pledge of Allegiance.

Commissioners Arica Andreatta and Karl Sporleder were present. Chairman Galusha was absent.

Commissioner Sporleder made a motion to approve the April 18, 2023 Agenda as presented.

Motion: Sporleder

Second: Andreatta

Discussion: None

Resolved: Motion passed

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Absent

10:01 A.M. Appointment: Nick Faris passed out a letter to the Commissioners regarding the Waste Transfer Station.

10:08 A.M. Action Items:

County Administrator Carl Young and the Board reviewed Action items.

a. Judicial Center Tempered Glass Replacement.

Motion to approve Purchase Order #81 to Cimarron Glass, Inc for Job: Sun Shade Glass Replacement for Judicial Center in the amount of \$2,026.

Motion: Sporleder

Second: Andreatta

Discussion: None

Resolved: Motion passed

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Absent

b. Quote for Fourth of July Firework Display.

Motion to approve Purchase Order #82 to Intergalactic Fireworks for fireworks in the amount of \$6,672.61 with the contingency of having someone oversee the show.

Motion: Sporleder

Second: Andreatta

Discussion: None

Resolved: Motion passed

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Absent

c. Huerfano County Cooperative Planning Projects - Comprehensive Plan Change Order. This Change Order includes additional fees of \$63,700.00 raising the Comprehensive Plan portion to \$102,000.00.

Motion to approve change order request with SE Group adding \$63,700.00 to raise the Comprehensive Plan portion to \$102,000.00.

Motion: Sporleder

Second: Andreatta

Discussion: None

Resolved: Motion passed

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Absent

d. Governmentjobs.com, Inc. (dba "NEOGOV") Applicant Tracking System Agreement.

Motion to approve the NEOGOV Applicant Tracking System Agreement for a two year period for the amount of \$12,499.00.

Motion: Sporleder Second: Andreatta

Discussion: None

Resolved: Motion passed

Sporleder: Yes

Andreatta: Yes

Chairman Galusha: Absent

e. Extension of expiration deadline for Gardner Sewer CDBG Project #22-522.

Motion to approve the letter request for extension of expiration deadline from July 1, 2023 to June 30, 2024 for Gardner Sewer CDBG Project #22-522.

Motion: Sporleder Second: Andreatta

Discussion: None

Resolved: Motion passed

Sporleder: Yes

Andreatta: Yes

Chairman Galusha: Absent

f. Computers for Patrol Vehicles.

Motion to approve invoice for Insight Public Sector Sled for purchase of quantity twelve (12), Microsoft Surface laptops and keyboard, in the amount of \$15,850.44 for Huerfano Sheriff patrol cars.

Motion: Sporleder Second: Andreatta

Discussion: None

Resolved: Motion passed

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Absent

g. Accounting consulting Invoice.

Motion to approve purchase order #84 to DMC Auditing and Consulting, Inc / 8315 in the amount of \$18,360.00.

Motion: Sporleder

Second: Andreatta

Discussion: None

Resolved: Motion passed

Andreatta: Yes

Sporleder: Yes

Chairman Galusha: Absent

10:16 A.M. Executive Session

County Attorney Lisa Powell-Dejong stated no need for Executive Session.

10:16 A.M. Adjourned Regular Meeting:

Commissioner Andreatta called to adjourn meeting.

Commissioner Andreatta made motion to adjourn the meeting.

Motion: Andreatta

Second: Sporleder

Discussion: None

Resolved: Motion passed

Sporleder: Yes

Andreatta: Yes

Chairman Galusha: Absent

Meeting adjourned at 10:16 A.M.

Erica Vigil, County Clerk & Recorder
Clerk to the Board of County Commissioners

COMMISSIONERS:

 ABSENT
Chairman Galusha

Arica Andreatta

Karl Sporleder

HUERFANO COUNTY

GREEN SHEET/STATUS CHANGE	EFFECTIVE DATE
	5/1/2023
NAME: Rodney Smircich	PAYROLL : 5/12/2023

CHANGE OF ADDRESS/PHONE	STREET
	CITY, STATE, ZIP
	TELEPHONE

CHANGE	FROM (DOES NOT APPLY TO NEW EMPLOYEE)	TO
JOB TITLE		Seasonal Weed Applicator
DEPARTMENT		Road & Bridge
HOURS		
ANNUAL SALARY		
SEMI-MONTHLY SALARY		
HOURLY SALARY		\$21.84
OTHER SALARY		Non-Exempt

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 Seasonal Employment for Rodney Smirich as Seasonal Weed Applicator for the Road & Bridge Department at \$21.84/hr.

 Elected Official / Department Head Date

Angela Wakeman 4/21/2023

 Human Resources Officer Date

 John Galusha, Chairman Date

 Budget Officer Date

HUERFANO COUNTY		
PAYROLL STATUS CHANGE	EFFECTIVE DATE	
4/28/2023		
NAME: Sharla Martinez	PAYROLL : 4/28/2023	
CHANGE OF ADDRESS/PHONE	STREET CITY, STATE, ZIP TELEPHONE	
CHANGE	FROM <small>(DOES NOT APPLY TO NEW EMPLOYEE)</small>	TO
JOB TITLE	Detention Officer	
DEPARTMENT	Jail	
HOURS		
ANNUAL SALARY	\$34,500.18	
SEMI-MONTHLY SALARY		
HOURLY SALARY		
OTHER SALARY	Non-Exempt	
REASON FOR CHANGE		
NEW HIRE REHIRED PROMOTION DEMOTION TRANSFER	RESIGNATION RETIREMENT LAYOFF ADMINISTRATIVE LEAVE PAID ADMINISTRATIVE LEAVE UN-PAID TERMINATION	LENGTH OF SERVICE INCREASE REEVALUATION OF CURRENT JOB INTRODUCTORY PERIOD COMPLETED OTHER
COMMENTS, IF NECESSARY		
Motion to Accept the Resignation of Sharla Martinez Effective 04/09/2023		
Elected Official/Department Manager _____		Chairman _____
Date _____		Date _____
Date to Finance Office: _____		

HUERFANO COUNTY		
PAYROLL STATUS CHANGE	EFFECTIVE DATE	
4/30/2023		
NAME: Emilee Weniger	PAYROLL : 5/12/2023	
CHANGE OF ADDRESS/PHONE	STREET CITY, STATE, ZIP TELEPHONE	
CHANGE	FROM <small>(DOES NOT APPLY TO NEW EMPLOYEE)</small>	TO
JOB TITLE	Deputy Officer	
DEPARTMENT	Sheriff	
HOURS		
ANNUAL SALARY	\$43,127.76	
SEMI-MONTHLY SALARY		
HOURLY SALARY		
OTHER SALARY	Non-Exempt	
REASON FOR CHANGE		
NEW HIRE REHIRED PROMOTION DEMOTION TRANSFER	RESIGNATION RETIREMENT LAYOFF ADMINISTRATIVE LEAVE PAID ADMINISTRATIVE LEAVE UN-PAID TERMINATION	LENGTH OF SERVICE INCREASE REEVALUATION OF CURRENT JOB INTRODUCTORY PERIOD COMPLETED OTHER
COMMENTS, IF NECESSARY		
Motion to Accept the Resignation of Emilee Weniger Effective April 30, 2023		
Elected Official/Department Manager _____		Chairman _____
Date _____		Date _____
Date to Finance Office: _____		

HUERFANO COUNTY

GREEN SHEET/STATUS CHANGE		EFFECTIVE DATE
		5/8/2023
NAME: John B. Rodriguez	PAYROLL :	5/26/2023

CHANGE OF ADDRESS/PHONE	STREET
	CITY, STATE, ZIP
	TELEPHONE

CHANGE	FROM (DOES NOT APPLY TO NEW EMPLOYEE)	TO
JOB TITLE		Child Protection Caseworker II
DEPARTMENT		Dept of Human Services
HOURS		
ANNUAL SALARY		\$48,000.00
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 hire John B. Rodriguez as a Child Protection Caseworker II at DHS

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 04/21/2023

John Galusha-Board Chairman

Arica Andreatta, Vice Chairman

Karl Sporleder, Commissioner

Date

Date to Finance Office:



Delegation of Authority Huerfano County

Pursuant to the Colorado Air Pollution Prevention and Control Act, §25-7-111(2)(f), C.R.S., Huerfano County (“Agent”) is hereby designated to perform certain duties as an Agent of the Air Pollution Control Division of the Colorado Department of Public Health and Environment (“Division”) within the following jurisdiction: Huerfano County.

The Agent does hereby accept this designation and agrees to perform such activities as are necessary to meet the requirements of the Colorado Air Pollution Prevention and Control Act (“Act”), and regulations promulgated pursuant thereto, regarding the delegated duties and responsibilities specified in this delegation of authority. Agent agrees to exercise and perform the powers and duties designated in this delegation of authority in accordance with all applicable written policies of the Division.

This delegation of authority to Huerfano County is limited to the following prescribed powers and duties:

- 1) To issue or deny general open burning permits on a Division-approved form, which is attached to this delegation of authority, in accordance with the Air Quality Control Commission’s Regulation No. 9 regarding general open burning.
- 2) In the event any person, as defined by the Act in §25-7-103(19), C.R.S., fails to obtain an open burning permit, fails to comply with permit conditions or fails to comply with Regulation No. 9 regarding general open burning, the Agent must notify the Division immediately upon the Agent’s discovery of the noncompliance. Should the Division issue a Notice of Violation pursuant to §25-7-115(2) regarding the noncompliance, and if requested by the Division, Agent must attend the conference(s) held by the Division, pursuant to § 25-7-115(3)(a), C.R.S., to discuss the noncompliance.
- 3) In the event any person, as defined by the Act in §25-7-103(19), C.R.S., violates a Compliance Order issued by the Division pursuant to the Division’s authority in §25-7-115(3)(b), C.R.S., the Agent must notify the Division immediately upon the Agent’s discovery of the noncompliance. Should the Division cause to be instituted by court action for injunction and/or civil penalties, pursuant to §§25-7-121 and/or 25-7-122, C.R.S., Agent must assist the Division when directed by the Division.

All powers, duties and responsibilities prescribed herein shall be exercised and performed within the specific geographical jurisdiction set forth in this delegation of authority.



This delegation of authority revokes and supersedes any prior delegation, whether written or oral, relating to air pollution control made to Agent.

This delegation of authority to Huerfano County revokes and supersedes any prior delegation, whether written or oral, relating to air pollution control made to Las Animas-Huerfano Counties' District Health Department.

The Division expressly reserves the right to cancel delegation of authority at any time, to issue enforcement orders, notices and open burning permits, including exercise oversight authority to issue those orders, notices, and permits specified in this delegation of authority, as authorized by the Act. This delegation of authority in no way relieves the Division of its duty to enforce according to mandates of the Act and regulations promulgated thereunder in the event Agent's enforcement activities and permit policy conflict or are otherwise inconsistent with enforcement activities and permit policies of the Division.

In order to ensure coordination of efforts and uniform enforcement of air pollution laws, activities conducted pursuant to this delegation of authority must be reported on a monthly basis to the Division on a form specified by the Division, a copy of which has been provided to the Agent.

This delegation of authority is effective on this 23rd day of March 2023 and will expire on the 23rd day of March 2028. Should both parties wish to continue the delegation, a new Delegation of Authority must be executed.

Dated this 23rd day of March 2023.

FOR COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT:

 Digitally signed by Michael Ogletree
Date: 2023.03.23 08:23:35 -06'00'

3/23/2023
DATE

Michael Ogletree
Director
Air Pollution Control Division

FOR HUERFANO COUNTY:

DATE

John Galusha
County Commissioner, District 1
Huerfano County Board of County Commissioners



FOR LAS ANIMAS-HUERFANO COUNTIES' DISTRICT HEALTH DEPARTMENT:

Kimberly
Gonzales



3-23-2023

DATE _____

Kimberly Gonzales
Executive director
Las Animas-Huerfano Counties District Health Department





DATE ISSUED: _____ DATE EXPIRES: _____ PERMIT #: _____

OPEN BURNING PERMIT APPLICATION

APPLICANT NAME: _____

MAILING ADDRESS: _____ **CITY, ZIP:** _____

PHONE: _____ **FAX:** _____ **EMAIL:** _____

BURN SITE LOCATION:
(Address & site description
e.g. fence row, ditch) _____

LANDOWNER: _____

BURN SUPERVISOR: _____ **PHONE:** _____

PROXIMITY TO PUBLIC LANDS: _____

PROXIMITY TO STRUCTURES: _____

PURPOSE OF BURN: _____

TYPE OF DEBRIS TO BE BURNED: _____

TOTAL AMOUNT OF DEBRIS TO BE BURNED: (acres, number & dimensions of piles) _____

AUXILLARY FUEL TO BE USED: _____ **ALTERNATIVE TO BURNING:** _____

PROPOSED STARTING DATE: _____ **PROPOSED COMPLETION DATE:** _____

TOTAL DAYS, HOURS NEEDED TO COMPLETE BURN: _____

ADDITIONAL REQUESTS AND INFORMATION:
(Elaborate, if needed, on information given above) _____

APPLICANT SIGNATURE: _____ **DATE:** _____

GRANTING AUTHORITY: _____ **DATE:** _____



STANDARD OPEN BURNING CONDITIONS
(the applicant acknowledges and agrees to abide by these conditions):

- Burn Permits must be submitted at least **48 hours** in advance of the requested burn dates, and are valid for **5 days** from the date of final approval.
- The burn supervisor must notify the Huerfano County Dispatch Center at 719-738-1044 immediately prior to starting the fire and at the conclusion of the fire. If any temporary fire restrictions or weather conditions are in place at that time, the permittee will be advised to reschedule for a later date.
- The burn supervisor must notify dispatch that the burn has been completed.
- The burn supervisor is liable for all damages to property of his or others and is responsible for cost associated with the fire suppression if fire department intervention is necessary.
- **Permittee shall only burn in piles that do not exceed 8'x8'x8'. No more than 49 piles may be burned during the life of this permit.**
- ***Burning in barrels or incinerators is not permitted.***
- The permittee is responsible for checking the daily air quality forecast, before igniting the burn, to ensure that no Air Pollution Alert or Ozone Action Day alert has been issued for the location of the burn. For more information: www.colorado.gov/airquality.
- This permit can be revoked at any time by the fire chief or authorized agent and will become null and void upon either:
 - the issuance of a “fire ban” by the Huerfano County Commissioners or Huerfano County Sheriff;
 - public announcement of a period of air pollution emergency or alert; or
 - notification of a high-wind watch/warning day and/or a fire weather watch/red flag warning day.
- At no time shall the burn be left unattended. Burning shall be supervised by one or more responsible persons depending on the type of burning. Precautions shall be taken to localize the burning and in no way constitute a fire hazard to persons/property within or adjacent to the area of burning. The granting authority and the employees or agents thereof, in the issuing of a permit, do not assume any responsibility or results in damage to the person or property of the permittee, or the person or property of any third person.
- Other permits may be required or other state and federal laws and regulations may apply to the safe and legal burning of the material described herein.
- Burns that require fire department assistance to help property owners keep the fire under control may incur a fee for equipment, mileage and hours.
- Burning shall be restricted to the item(s) and location identified in the permit.
- Issuance of the permit signifies that the requesting individual has permission by the fire chief or other authorized agent to conduct controlled open burning of grass, brush, tree trimmings and other combustible debris not to include rubber, plastic, oils, asphalt or any other material which is considered to emit hazardous smoke or other byproducts at the location specified in this application.
- “Ignition” of material includes both starting a fire and adding more material to an existing fire. All fires must be completely extinguished no later than sunset.
- This permit is for compliance with air pollution requirements only and is not a permit to violate any existing local laws, rules, regulations or ordinances regarding fire, zoning or building.
- This permit is only valid for unincorporated Huerfano County in this permit. **Burns within the municipal limits of the Town of La Veta or City of Walsenburg do not use this process.**
- Any violations of these same conditions and restrictions shall render this permit null and void.



OFFICIAL USE ONLY

Application Received by: _____

Date Received: _____

Date Sent to Dispatch: _____

Date Sent to Fire Chief: _____

Fire District: _____

Fire District Approval
Chief/Authorized
Signature: _____

Date Approved: _____

CAD# (Dispatch to Enter) _____

Open Burning Permits Reporting

September 2022 burn permits

amber.stowell@state.co.us [Switch account](#)



* Required

Email *

Your email

* County

Month *

Open burning permits issued *

Your answer



Item 5b.

Open burning permits denied *

Your answer

A copy of your responses will be emailed to the address you provided.

Submit

Clear form

Never submit passwords through Google Forms.

reCAPTCHA

[Privacy](#) [Terms](#)

This form was created inside of State.co.us Executive Branch. [Report Abuse](#)

Google Forms





Dedicated to protecting and improving the health and environment of the people of Colorado

Memorandum

To: Technical Services and Stationary Sources Staff, Local Agencies, Regulated Community

From: Gordon Pierce, Air Pollution Control Division *S.E.P.*

Date: 5/8/2015

Re: **Guidance for Applying Regulation No. 9’s Definition of Agricultural Open Burning**

The Colorado Air Quality Control Commission’s Regulation No. 9 defines “agricultural open burning” and exempts such burning from the requirement to obtain an air quality permit from the Colorado Air Pollution Control Division (Air Division) or an authorized local agency. The specific exemption language and all of Regulation No. 9’s references to agricultural burning are in Appendix A of this memo. The intent of this memo is to provide guidance for interpreting and applying the definition of agricultural open burning. This memo may be revised at any time as warranted.

The Purpose of the Burn

The crux of Regulation No. 9’s definition of agricultural open burning pertains to the purpose of the burn. The regulatory definition focuses on four specific purposes:

“Agricultural Open Burning: The open burning of cover vegetation for the purpose of 1) preparing the soil for crop production, 2) weed control, 3) maintenance of water conveyance structures related to agricultural operations, and 4) other agricultural cultivation purposes.” [Regulation No. 9, §II.A; numbering added]

This definition requires consideration of the purpose of the burn. The characteristics of the land, including its various uses, its tax status, its ownership (public or private) and its designation (such as being a tree farm) all may be factors for the Air Division to consider while evaluating the purpose of the burn. But the land’s characteristic will not be the only consideration in determining whether a burn meets Regulation No. 9’s definition of agricultural open burn. The purposes of the specific burn are key.

The likely purpose of burning piles, most often slash generated from logging and/or creation of defensible space, almost always involves disposal of waste. Determining “the” single purpose of broadcast burning, when vegetation is burned where it grew or fell, can be difficult. As an illustration, formal planning documents for prescribed burns on public land nearly always list multiple purposes. Ripple effects of a broadcast burn are numerous and often complex. They may include changes in suitability for wildlife and domestic livestock and for growing planted crops, timber production, plant pathogens and insect damage, hydrologic functioning, ecological resilience, defensibility from high-intensity wildfire, recreational and aesthetic opportunities, presence and vulnerability to eradication of non-native plants, and others. With the possible exception of burning row crop stubble, single-purpose broadcast burns are uncommon.

Regulation No. 9 implies that a burn whose primary purpose is not agriculture should not be categorized as an agricultural open burn. The definition of agricultural open burning refers to “the” specific agricultural purposes,



not to agriculture as “a” purpose. That is, it refers to the primary if not sole intent. Where there are multiple purposes and agriculture is not clearly dominant, Regulation No. 9 does not automatically categorize the fire as an agricultural open burn.

Air Division Process Regarding Guidance about Agricultural Open Burns

This memo is intended to provide guidance to Air Division staff and to help permittees, local agencies, and others consistently and logically differentiate agricultural open burns from other open burns. The memo includes interpretation of regulations and statute.

This memo is not intended to address specific situations definitively. The individual circumstances of each burn need to be considered. The Air Division’s intent is that final decisions be consistent with law and regulation. This memo provides starting points in evaluating individual burns.

Any proponent may ask that a particular burn be considered for exemption as an agricultural open burn. To request a formal determination of whether a particular burn qualifies for smoke permitting purposes as an agricultural open burn, please send a written description of the situation and the logic for an exemption to the Air Division’s Technical Services Program Manager at cdphe.commentsapcd@state.co.us. Informal advice about whether a burn should be exempted from permitting as an agricultural open burn may be requested of any staff in the Air Division’s Prescribed Fire/Smoke Management Program or Open Burning Program and should precede any formal exemption request. Likely criteria for the evaluation of a request will include indicators:

- of the extent to which the proposed burn has only agricultural purposes;
- that the burning is integral to the raising of a cultivated crop or domestic livestock versus meeting Regulation No. 9’s definition of “wildlands”; and
- that the land is used primarily for agricultural purposes.

The remainder of this memo is in flow-charting format. Appendix B shows the flow chart graphically.

Question 1: Is the land being broadcast burned an irrigation ditch or in the Conservation Reserve Program (CRP)¹?

If **no**, go to Question 2.

If **yes**, there is a presumption that the burn is an agricultural burn and therefore is exempted from air quality permitting requirements.

CRP and ditch burns “for the purpose of maintaining water conveyance structures” are specifically designated in Regulation No. 9 as being agricultural open burns. See sections II (A) and II (V) of the Regulation respectively. CRP is intended to fallow land that otherwise would be planted to agricultural crops.

Burning of vegetative detritus that accumulates in a reservoir is presumed to be agricultural burning. Regulation No. 9 specifically provides for maintenance of water conveyance structures to be treated as agricultural burning. See sections II (A) and II (M) of the Regulation respectively. Although ditches and reservoirs are off-site of cultivated fields, they are treated as a necessary, directly-purposed component of the agricultural operation. If the reservoir waste contains any trash, milled lumber or other material than unprocessed plant waste, it is addressed separately through the Air Division’s Open Burning Program.

¹ United States Department of Agriculture Farm Services Agency Conservation Reserve Program. See <http://www.fsa.usda.gov/FSA/webapp?area=home&subject=copr&topic=crp>.



Question 2: Is the burn on land that is zoned as agricultural?

If **yes**, go to question 3.

If **no**, then there is a presumption the burn is not an agricultural burn and therefore does require a smoke permit. This includes most burns on land managed by significant users of prescribed fire².

Whether land is zoned as agricultural is relevant but is not determinative of whether a fire on it should be categorized as an agricultural open burn. In the Air Division's past experience, burns on land not zoned as agricultural tend to have multiple purposes such as creation of defensible space and/or disposal of logging slash, and therefore require a smoke permit. If the land is zoned as agricultural, it may or may not be eligible for an exemption from permitting, based on criteria such as those discussed in question 3 below.

Significant users of prescribed fire hold a large majority of Colorado prescribed fire permits. Most but not all significant users manage multi-use public land. The statutory definition of "agricultural operations" exempted from smoke permitting appears to omit most multi-use public land. "...agricultural operations does not include grassland, forest, or habitat management activities of significant users of prescribed fire conducted on lands the primary purpose of which is nonagricultural...." C.R.S. 25-7-123. Open burns associated with grassland, forest or habitat management on multi-use public lands are thus presumed not to qualify for the agricultural open burn exemption.

Exception: Prescribed fires on public land used exclusively as a commercial farm is presumed to be an agricultural open burn: A situation where the distinction between farming and zoning is less clear than usual involves land that is under a conservation easement. As before the transfer of ownership to a public entity, the farming continues to involve burning of annual stubble from crops raised for commercial sale.

Question 3: Is the burn on land that is used for grazing domestic animals or cultivated at least once every ten years?

If **yes**, then with exceptions such as those described below, the burn is presumed to be an agricultural open burn and therefore is exempted from air quality permitting requirements.

The most obvious instance of agricultural open burning is in support of land that is cultivated and used to raise annual plants. Burning stubble from a commercial annual row crop is presumed to be an agricultural burn.

Broadcast burns or pile burns to dispose of tree materials and brush that are to improve forage for livestock on operating ranches are presumed to be agricultural open burning.

Burning of fruit tree, vine prunings, and cull trees in and from an orchard or nursery is presumed to be agricultural burning. As used in this memo, "tree nurseries" refer to businesses that raise young trees to sell as live transplants. If the trees are brought in from elsewhere for sale, the location is not a "tree nursery" and a permit is required for pile burning. "Orchards" refers to businesses that sell fruit grown on trees. Tree nurseries and orchards involve crop production. Much like crop stubble, burning of prunings and cull is normally done for agricultural cultivation purposes.

² Colorado Air Quality Control Commission Regulation No. 9. II. (Definitions) P. Significant User of Prescribed Fire

A federal, state or local agency or significant management unit thereof or person that, within any given calendar year:

1. Collectively manages or owns more than 10,000 acres of grassland and/or forest land within the state of Colorado; and
2. Plans to use prescribed fire to broadcast burn and/or pile burn, where the prescribed fires planned for a calendar year will generate more than ten tons of PM10.



Burning of habitat for animals that as a species are familiar as unrestrained wildlife but individually are raised in confinement is presumed to be agricultural open burn: This involves burns where the primary purpose is to improve habitat for animals that are traditionally considered wildlife, such as deer or elk, but meet the definition of livestock that are kept in captivity. The animals are privately owned and a state license is not required to hunt the animals. The Air Division considers these animals to be livestock, or a “crop”. If the purpose of the burn in question is to prepare the land for managing this captive livestock, the burn is presumed to be an agricultural open burn.

Exception: Row crops raised solely to feed wildlife on public lands are presumed not to be agricultural open burns. In this instance the ultimate intended beneficiary is wildlife rather than the owner of a commercial business.

If no, then the burn is presumed not to be an agricultural open burn and will require an air quality permit.

Designated tree farms and properties classified as forest agriculture. Disposal of slash generated as part of managing a designated tree farm or forest agriculture property is presumed not to be agricultural open burning. Tree farms are certified by the American Tree Farm System as meeting sustainability standards for forest management. Forest Agriculture is a state-sponsored program as described in Colorado statute, [CRS 39-1-102](#). In exchange for agricultural tax status, owners of more than 40 acres of land follow a forest management plan approved by the Colorado State Forest Service that includes production of wood products. These forested lands are indistinguishable from wildlands as defined in Regulation No. 9. Neither grazing of livestock nor crop production is necessarily involved.

Pile burning is generally presumed not to be agricultural open burning because pile burning is seldom integral to the raising of cultivated crops or livestock. Pile burning is typically associated with logging, or with felling of trees which for economic, access or other reasons cannot reasonably be sold. Most logging occurs on forested lands that meet the Regulation No. 9 definition of ‘wildlands.’³ These lands are not cultivated since the soil is not disturbed at least every ten years. The Air Division interprets the definition of “wildlands” to exclude cultivation or similar active land management associated with raising of crops. No agricultural exemption is presumed to be appropriate for land that meets the definition of wildlands.

Burning of exotic or other unwanted plants in a wildland context is not assumed to be agricultural open burning: Regulation No. 9’s definition of agricultural open burning specifically allows for burning related to weed control. In the Regulation weed control is listed in the context of a larger agricultural purpose. The burning of invasive exotics or other weeds on uncultivated land does not seem to be part of a larger agricultural purpose, and is presumed not to be agricultural open burning.

Most wildlife habitat improvement is presumed not to be an agricultural open burn: Staff have been asked about cases where the owner sells guided hunts on their own land. In most cases, the agricultural exemption does not apply to burning for the purpose of improving wildlife habitat. The Air Division recognizes that commercial operations in which livestock are raised for sale constitute agricultural cultivation activities and burns for the purpose of preparing land for managing livestock are generally exempt from permitting requirements. However, livestock constitute any animals that are purchased or born in captivity, remain confined, and are managed for the purpose of sale or slaughter. Wildlife are not livestock and, with few exceptions in Colorado, belong to the public. If a person needs a license to shoot the animal, the animal is not livestock.

³ Wildlands: an area where development is generally limited to roads, railroads, power lines and widely scattered structures. The land is not cultivated (i.e., the soil is disturbed less frequently than once in ten years), is not fallow, and is not in the United States Department of Agriculture Conservation Reserve Program. The land may be neglected altogether or managed for such purposes as wood or forage production, wildlife, recreation, wetlands or protective plant cover. Regulation No. 9 § II.V



Appendix A
Colorado Statutory and Regulatory References to Agricultural Open Burning

Colorado Revised Statutes 25-7-123. Open Burning - penalties

(1) (b) Open burning in the course of agricultural operations may be regulated only where the absence of regulations would substantially impede the commission in carrying out the objectives of this article. In adopting any program applicable to agricultural operations, the commission shall take into consideration the necessity of conducting open burning. For purposes of this section, "agricultural operations" does not include grassland, forest, or habitat management activities of significant users of prescribed fire conducted on lands the primary purpose of which is nonagricultural, unless a person asserts and the commission finds that the absence of regulation would substantially impede the objectives of this article. Such activities shall be deemed "commercial purposes" within the meaning of paragraph (b) of subsection (3) of this section.

Colorado Air Quality Control Commission (AQCC) Regulation No. 9
Definitions, Regulation No. 9 §II

"Agricultural Open Burning

The open burning of cover vegetation for the purpose of preparing the soil for crop production, weed control, maintenance of water conveyance structures related to agricultural operations, and other agricultural cultivation purposes." [§II.A]

"Prescribed Fire

Fire that is intentionally used for grassland or forest management, including vegetative, habitat or fuel management, regardless of whether the fire is ignited by natural or human means. Prescribed fire does not include open burning in the course of agricultural operations and does not include open burning for the purpose of maintaining water conveyance structures." [§II.M]

"Wildlands

An area where development is generally limited to roads, railroads, power lines and widely scattered structures. The land is not cultivated (i.e., the soil is disturbed less frequently than once in ten years), is not fallow, and is not in the United States Department of Agriculture Conservation Reserve Program. The land may be neglected altogether or managed for such purposes as wood or forage production, wildlife, recreation, wetlands or protective plant cover." [§II.V]

Open Burning Permit Requirements, Regulation No. 9, §III

"A. No person shall conduct any open burning activity not exempted from this regulation without first obtaining an open burning permit from the Division or from an authorized local agency. No person shall burn or allow the burning of rubbish, wastepaper, wood, vegetative material, or any other flammable material on any open premises, or on any public street, alley, or other land adjacent to such premises without first obtaining an open burning permit from the Division or authorized local agency.

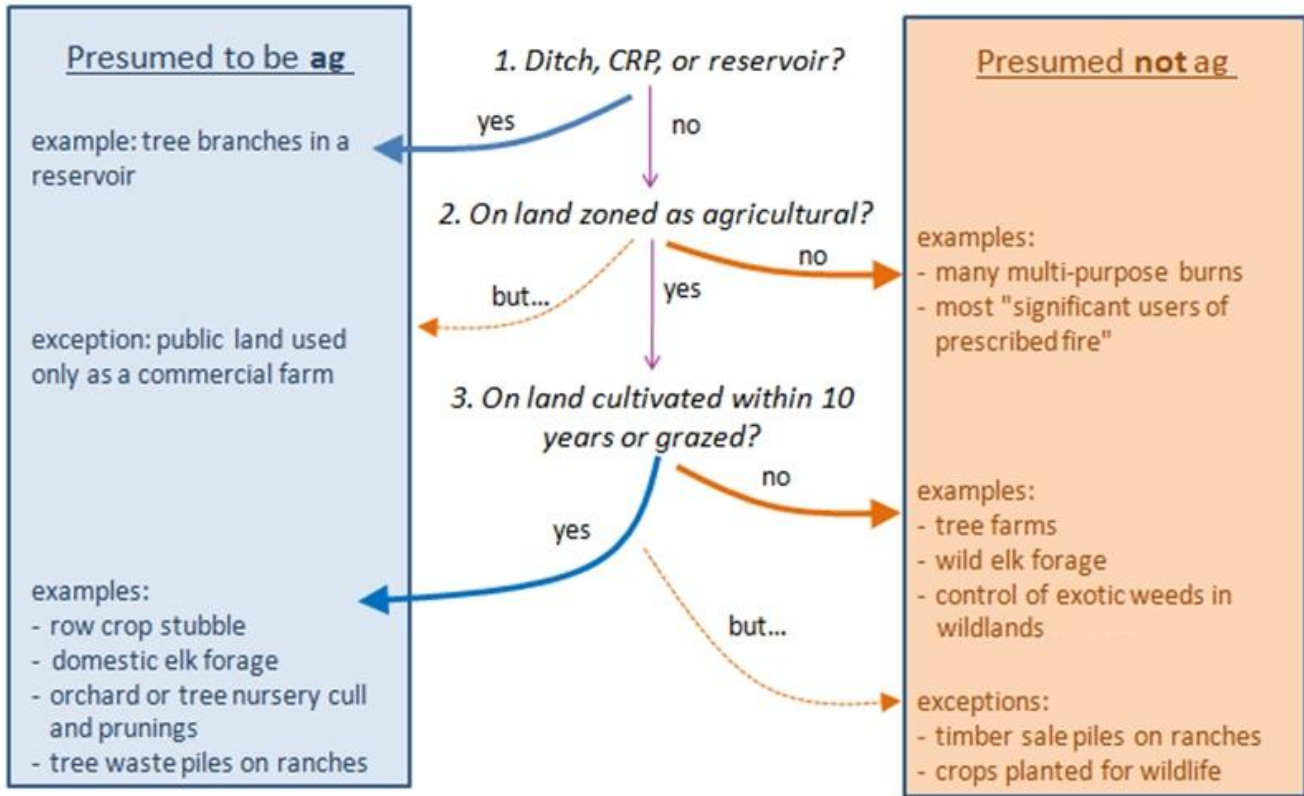
"B. The following activities are exempt from the requirement to obtain an open burning permit:...

5. Agricultural open burning"



Appendix B

APCD Guidance: **Is this burn agricultural open burning?***



* This diagram shows APCD's general initial presumptions. Any situation may be considered individually and could be an exception to what is shown here. Please see the full memo for procedures as well as more detail.



Colorado open burning informatio

Item 5b.

Who needs an open burning permit?

Anyone performing a non-exempted open burn in Colorado.

Who doesn't need an open burning permit?

Campfires, non-commercial cooking fires and agricultural burning are exempted from open burn permitting. These burns are still subject to fire district and municipal fire rules.

What is agricultural burning?

Agricultural burning is the burning of water conveyance ditches and/or fields to prepare land for the planting of **COMMERCIAL CROPS**. Land zoned as "agricultural" does not automatically provide exemption from open burn permitting.

How do I apply for a permit?

If you wish to burn in the following counties, please contact the local health department or fire district:

- Boulder - Denver - El Paso - Huerfano - Kiowa - Larimer - Mesa - Routt - Teller
- Broomfield - Eagle - Grand - Jefferson - Lake - Las Animas - Pueblo - Summit - Weld

Those living in counties not listed above need to apply for a **state** open burning permit through the Air Pollution Control Division. *There is no fee for this permit.* See the contact information below.

What materials may be burned?

Untreated, natural wood (sticks, branches and limbs that do not exceed 6" in diameter), leaves, dry prairie grass, slash, weeds. All burns must be performed in open piles that do not exceed 8'x8'x8'. For broadcast burns, no more than 10 acres of grass or 5 acres of other vegetation may be burned. *Burning in barrels or incinerators is not allowed.*

What materials are not allowed to be burned?

Tree stumps, tires, plastic, cut lumber, construction debris, pallets, furniture and trash. Burning of these materials produces pollution that is harmful to the environment to your and others' health!

What happens if I burn without a permit?

The Air Quality Control Commission Regulation 9 provides guidelines for open burning. Burning without a permit or burning of prohibited materials can lead to a sizable civil penalty of up to \$10,000 per day (per C.R.S 25-7-123). **GET A PERMIT BEFORE YOU BURN!**

Before you burn:

- Check with your local fire department regarding fire safety and municipal rules.
- Apply for a burn permit with the health department, fire district or CDPHE.

On the day of your burn:

- Inform your fire department that you plan on burning.
- Make sure the fire is **out cold** before sundown.

Questions?

Contact the Air Pollution Control Division:
cdphe.apopenburning@state.co.us or (303) 692-3268
<https://www.colorado.gov/cdphe/openburn>



Colorado Department
of Public Health
and Environment



Air Pollution Control Division

Open burning - frequently asked questions

What is open burning?

Open burning is the burning of any material or substance, including rubbish, wastepaper, wood, vegetative material or any other flammable material, in the ambient air on any open premises or on any public street, alley or other land adjacent to such premises, or in a receptacle where emissions are released directly into the air without passing through a chimney or stack. Generally, anytime you light a fire outdoors, you are open burning.

Who regulates open burning?

In Colorado, open burning may be regulated at both the state and local levels. The Colorado Air Pollution Prevention and Control Act (C.R.S. 25-7-1) grants the Colorado Air Pollution Control Division authority to issue open burning permits and enforce state open burning regulations. C.R.S. 25-7-128(5) also states that the application, operation and enforcement of valid local air pollution laws shall be completely independent of the application, operation and enforcement of state air-quality control regulations.

This FAQ focuses on state regulations; it is important to remember, however, that local ordinances may apply. Contact your local health department, fire authority office, municipality office or other appropriate agency to determine what local ordinances apply to you.

Why does the state require permits for open burning?

The state of Colorado regulates open burning to help protect public health and the environment in Colorado. Open burning pollutes the air and poses a fire hazard. The air pollution created can cause serious health problems, obscure visibility, soil nearby surfaces and create annoying odors.

Burning wood and vegetative products produces an array of harmful chemicals. Carbon monoxide, hydrocarbons, formaldehyde, dioxin and hundreds of additional chemicals are released when wood and other products are burned. Burning plastics, tires, chemically treated wood products and other man-made materials also produces this type of air pollution and releases other toxic chemicals into the air. Tiny pieces of material, commonly called particulate matter, are created in the burning process and can be inhaled into our lungs.

What are the health concerns associated with open burning?

The air pollutants produced by burning wood and vegetative material can irritate the eyes, nose and lungs and pose a threat to those who suffer from asthma and other respiratory conditions. These pollutants have been linked to several other health problems, including nervous system damage, kidney and liver damage, and reproductive and developmental disorders.

Who needs a state permit to burn?

[Colorado Regulation No. 9](#) (Open Burning, Prescribed Fire, and Permitting) requires that no person shall conduct any open burning activity not exempted from state regulations without first obtaining a permit from the division or from a local agency authorized by the division to issue burning permits.

Any business or resident wishing to conduct an open burn must comply with state open-burning regulations, in addition to any local ordinances or regulations.

Who does not need a state permit to burn?

Unless you meet one of the following exemptions, you must obtain a burn permit from the division or an authorized local agency:

- Non-commercial burning of private household trash in particulate matter attainment areas (unless local ordinances prohibit such burning)
 - All areas of Colorado are currently particulate matter attainment areas. Please note that private household trash is paper and cardboard. It is NOT food wastes, plastics, coated or treated wood products, rubber, tree limbs, shrub and garden trimmings or other vegetation
- Fires used for non-commercial cooking of food
- Fires used for instructional purposes (training for fire departments)
- Fires used for recreational purposes
- Safety flares used to signal danger
- Agricultural open burning
- Non-commercial burning of trash in unincorporated areas of counties of less than 25,000 population provided such open burning is subject to regulations of the Board of County Commissioners

Although exempted burns are not required to obtain a state permit, it is recommended that the appropriate local fire authority and/or health department be notified so that the local agency can be informed of the burn activity and issue a permit if local regulations apply.

What is agricultural open burning?

The burning of cover vegetation for the purpose of preparing the soil for crop production, weed control, maintenance of water conveyance structures related to agricultural operations and other agricultural cultivation purposes.

Open burning of animal parts or carcasses is not agricultural burning (unless the State Agricultural Commission declares a public health emergency that requires the burning of diseased animal carcasses).

Open burning of household trash, wood and yard debris on agricultural land is not agricultural burning and is not exempt from state permitting requirements.

What types of open burning are permissible with a permit?

- Burning of yard waste that does not include salvageable wood
- Burning of slash piles

Permits for other types of open burning are considered on a case-by-case basis.

*Note: Exempted types of open burning are permissible without a permit.

What types of open burning are prohibited?

- Burning of material that contains food wastes, plastic, coated or treated wood products, pallets, rubber, insulation, tires, car bodies, insulated wire, motor oil, aerosol cans, hazardous or toxic materials, or other materials that will produce substantial amounts of smoke and particulates
- Burning of wood residue, which includes bark, sawdust, slabs, chips, shavings, mill trim, and other wood products derived from wood processing
- Burning of construction debris (includes both clean and treated wood)
- Burning of buildings or structures for demolition purposes
- Burning of material for which a practical alternative method of disposal exists

Permits for some of these materials may be issued on a case-by-case basis.

Why can't I burn in a burn barrel?

- It's the law - burn barrels are defined as incinerators using the definition given in the AQCC Common Provisions Regulation. Incinerators require Construction Permits (different from Open Burn Permits) and are subject to federal and state testing requirements and regulations. Incinerators are required by the EPA to have pollution control systems that reduce emissions.

- Burn barrels do not combust efficiently, resulting in limited oxygen and lower temperatures that create smoke, odors and a variety of toxic pollutants like dioxins. Dioxins are known carcinogens and can increase the risk of both short-term and long-term health problems. Burn barrels not only impact your own health, but the health of your neighbors and the environment. The smoke created by burn barrels also creates a nuisance.

Who issues state open burning permits?

The Colorado Air Pollution Control Division and authorized local agencies issue state open burning permits. The authorized local agencies in Colorado include:

- Boulder County
- Broomfield County
- Denver County
- Eagle County
- El Paso County
- Grand County
- Huerfano County
- Jefferson County
- Kiowa County
- Lake County
- Larimer County
- Las Animas County
- Mesa County
- Pueblo County
- Routt County
- Summit County
- Teller County
- Weld County

Many cities and counties have adopted local rules and ordinances related to open burning. Any person seeking a state permit for an open burn should also check with any appropriate fire control office, local agency or other officials regarding specific local requirements for open burns prior to applying for a state open burning permit.

What factors does the state consider when issuing a burn permit?

- Whether a practical alternative for the disposal of the material is available
- The potential contribution of the proposed burn to air pollution
- The potential impact from the smoke on the health and welfare of the public
- Location and proximity of the proposed burn to other structures
- Meteorological conditions on the day of the proposed burn
- Compliance by the applicant with fire protection and safety requirements
- Size of the burn. A prescribed fire permit (also issued by the division) must be obtained for larger open burns. Burns meeting the following size requirements should apply for a state open burning permit; larger burns need a state prescribed fire permit. You can find more information about prescribed fire permits at <https://www.colorado.gov/pacific/cdphe/smoke-management-permits>

- **Broadcast burns:** 10 acres or less of grass or 5 acres or less of other vegetation
- **Pile burns:** No more than 50 total piles per project (all fires must be out cold prior to sunset); no pile may exceed 8'x8'x8'

What are some alternatives to open burning?

In many cases, open burning is not necessary. Please see the list below for some ideas on alternatives to open burning.

- **Reduce**
 - Look for items with less packaging
 - Buy items with packaging that can be reused or recycled
- **Reuse**
 - Donate old clothing, books, appliances, electronics, furniture, toys and other items to charity
 - Use your own coffee mug instead of disposable cups
 - Bring your own reusable bags to the store or reuse plastic bags
 - Reuse old lumber whenever possible
 - Use chipped yard waste as landscaping mulch
- **Recycle**
 - Many items, including paper products, many plastics, cardboard, aluminum, steel, glass, and electronics, can be recycled. You can find more information about recycling in Colorado, including a statewide recycling guide, at <https://www.recyclecolorado.org/>
- **Compost**
 - Yard debris and kitchen scraps can be composted into a nutrient-rich substance that can be used as mulch or fertilizer
 - You can find more information on composting at <https://www.epa.gov/recycle/composting-home>
- **Disposal at a landfill**
 - Items that cannot be reused or recycled should be taken to the landfill. For a list of active solid waste facilities in Colorado, see <https://www.colorado.gov/pacific/cdphe/swfacilities>
 - You can find information on the disposal of household hazardous waste at <https://www.colorado.gov/cdphe/hhw>

What can I do to promote efficient burning and reduce smoke emissions when I must burn?

- Assure that all material is dried to greatest extent practicable
- Loosely stack or windrow the material to eliminate dirt from the pile and to promote an adequate air supply to the burning pile
- Build piles that are at least as tall as they are wide
- Do not include wood larger than six inches in diameter or stumps in the pile; these materials are likely to smolder and produce large amounts of smoke

- As a pile burns down, move unburned and smoldering material from the perimeter of the pile into the center of the fire
- Burn on days with moderate winds or during heavy snowfall as this provides good smoke dispersal
- Do not ignite material when a thermal inversion is present; inversions are unlikely to be present after 10 a.m.

What happens if I am caught illegally open burning?

The division has the authority to enforce the state's open burning regulations. Violations can result in substantial penalties.

How do I apply for a state open burning permit and what does it cost?

Complete a state open burning permit application and submit it by email, fax, or mail. There is no charge to obtain a state open burning permit. The application can be found online at: <https://www.colorado.gov/cdphe/openburn> or by calling the division at 303-692-3268.

Completed applications can be emailed to cdphe.apopenburning@state.co.us.

Other questions?

Amber Stowell

- **Email:** amber.stowell@state.co.us
- **Office:** 303-692-3268
- **Cell:** 303-229-4499
- **Fax:** 303-782-0278
- **Mail:**
Air Pollution Control Division
APCD-SSP-B1
4300 Cherry Creek Drive South
Denver, CO 80246

County air-quality contacts for smoke management and open burning permits

Relevance

1. Two to 48 hours before a person who has a smoke management permit ignites a prescribed fire in Colorado, they must notify the person listed below for the county in which they are burning.
2. The State of Colorado has delegated authority to some counties to issue **open burning smoke permits**. If the county has delegated authority, the **county's name is in bold and is highlighted** in the list below. If the county's name is not in bold and not highlighted, permits for open burning in that county are issued by the Colorado Department of Public Health and Environment. Unlike open burn smoke permits, all **smoke management permits** are issued by the state.

Contact Names

County	Person's name	Address	Phone, fax	Email / website
<p>Adams</p> <p>No burning November 1-March 31 each year.</p> <p>Map of the areas North Metro Fire Rescue District's jurisdiction covers (unincorporated Adams County): http://northmetrofire.org/about-us/general-information/</p> <p>*Request applicants get an open burning permit from North Metro Fire as well if they fall in these areas.</p>	<p>Sheriff Gene Claps, Adams County Sheriff's Department</p> <p>Andy Kovacs, Brighton Fire Rescue</p> <p>Victoria Flamini, Bennett-Watkins Fire Rescue</p> <p>Dave Waller, North Metro Fire Rescue</p>	<p>Adams County Sheriff's Department: 4430 S. Adams County Parkway Ste. W5400 Brighton, CO 80601</p> <p>Brighton Fire: 500 S. 4th Ave. Brighton, CO 80601</p> <p>Bennett-Watkins Fire Rescue: 5168 S. Valdai St., Aurora, CO 80015</p> <p>North Metro Fire: 101 Spader Way Broomfield, CO 80020</p>	<p>Adams County Communications Center (call all burns in here): 303-288-1535</p> <p>Sheriff Gene Claps: 303-655-3215</p> <p>Andy Kovacs: 303-659-4101</p> <p>Dave Waller: 303-252-3542</p>	<p>Sheriff Gene Claps: gclaps@adcogov.org</p> <p>https://adcogov.org/fire-restrictions-burn-permits</p> <p>Andy Kovacs: akovacs@brightonfire.org</p> <p>openburning@brightonfire.org</p> <p>Victoria Flamini: victoriaflamini@bennettfirerescue.org</p> <p>Dave Waller: dwaller@northmetrofire.org www.northmetrofire.org</p>

Only counties in bold and highlighted issue their own open burn smoke permits. Please see first-page header.

County	Person's name	Address	Phone, fax	Email / website
Alamosa	<p>Beverly Strnad, interim director, Alamosa County Public Health Department</p> <p>Gary Bruder, Regional Environmental Health Program manager</p>	8900 B Independence Way Alamosa, CO 81101	<p>Beverly Strnad: 719-589-6639</p> <p>Gary Bruder: 719-587-5206</p>	<p>Beverly Strnad: bstrnad@alamosacounty.org</p> <p>Gary Bruder: gbruder@alamosacounty.org</p> <p>https://www.colorado.gov/pacific/alamosacounty/regional-environmental-health</p>
<p>Arapahoe No burning November 1-March 31 each year.</p> <p>*Fire departments: Aurora Fire, Cunningham Fire Protection, Englewood Fire Department, Littleton Fire Protection, Sable Altura Fire Rescue, Sheridan Fire Department, South Metro Fire Rescue and West Metro Fire Protection District.</p>	Jennifer L. Ludwig , director, Arapahoe County Public Health	6162 S. Willow Drive, Ste. 100 Greenwood Village, CO 80111	303-795-4584	<p>jludwig@arapahoegov.com</p> <p>https://www.arapahoegov.com/2253/About-the-Public-Health-Department</p>
Archuleta	Jennifer Murphy , Environmental Health specialist, San Juan Basin Public Health	502 S. 8 th St. Pagosa Springs, CO 81147	970-335-2052	<p>General mailbox: environmentalhealth@sjbpublichealth.org</p> <p>https://sjbpublichealth.org/</p>
Baca	Public Health nurse	741 Main St., Ste. 4 Springfield, CO 81073	<p>719-523-6621</p> <p>Fax: 719-523-6537</p>	https://www.bacacountyco.gov/departments/public-health/

Only counties in bold and highlighted issue their own open burn smoke permits. Please see first-page header.

County	Person's name	Address	Phone, fax	Email / website
Bent Contact the sheriff's office prior to burning.	Bent County Sheriff's Office	11100 County Road GG.5 Las Animas, CO 81054	719-456-1363 Fax: 719-456-0476	Bent.sheriff@bentcounty.net
Boulder Contract No burning November 1-March 31 each year. The Boulder County Sheriff's Office issues burn permits in Boulder County. Bonnie Greenwood reviews each permit and approves them based on materials burned. Residents must obtain a Boulder County open burn permit first with approval from the city fire department.	Gabi Hoefler , Boulder County Health Department, Environmental Health Program Patti Dooley-Strappelli , Boulder County Health Department, Environmental Health Program	3450 Broadway Boulder, CO 80304	Gabi Hoefler: 303-441-1147 Patti Dooley-Strappelli: 303-441-1560 Main office: 303-441-1564	Gabi Hoefler: ghoefler@bouldercounty.org Patti Dooley-Strappelli: pdooley-strappelli@bouldercounty.org https://bouldercounty.gov/safety/fire/burn-permits/
Broomfield Contract	Brian Hanft , Broomfield Public Health and Environment	One DesCombes Drive Broomfield, CO 80020	720-887-2284	bhanft@broomfield.org https://www.broomfield.org/3934/Burn-Permits
Chaffee	Wano Urbonas , Environmental Health manager Fire Chief Robert Bertram	448 E. 1 st St., Ste. 137 Buena Vista, CO 81201	Wano Urbonas: 719-207-1498 Robert Bertram: 719-395-6545	Wano Urbonas: wurbonas@chaffeecounty.org Robert Bertram: rbertram@chaffeecountyfire.org http://www.chaffeecounty.org/environmental-health

Only counties in bold and highlighted issue their own open burn smoke permits. Please see first-page header.

County	Person's name	Address	Phone, fax	Email / website
Cheyenne	Linda Roth , director, Cheyenne County Public Health	560 W. 6 th N. P.O. Box 38 Cheyenne Wells, CO 80810	719-767-5616 Fax: 719-767-8747	phn@co.cheyenne.co.us http://www.co.cheyenne.co.us/countydepartments/publichealth.htm
<p>Clear Creek Applicants must get a permit through Clear Creek Fire, as well as from us. Copy Fire Chief Kelly Babeon and Gary Hague on every permit we issue.</p> <p>Burn season for Evergreen Fire Rescue is November-March; applicants must have a permit through Evergreen Fire before we can issue one. CC Rachel Rush and Carol Hucker on every permit we issue.</p>	<p>Gary Hague, assistant planner, Clear Creek County Public and Environmental Health Department</p> <p>Kelly Babeon, Clear Creek fire chief</p> <p>Rachel Rush, Evergreen fire marshal</p> <p>Carol Hucker, administrative assistant for Evergreen Fire</p>	<p>Clear Creek Public Environmental Health: 1111 Rose St. P.O. Box 2000 Georgetown, CO 80444</p> <p>Clear Creek Fire Authority: 681 County Road 308 Idaho Springs, CO 80452</p> <p>Evergreen Fire Rescue: 1802 Bergen Parkway Evergreen, CO 80439</p>	<p>Gary Hague: 303-679-2420 Fax: 303-679-2439</p> <p>Kelly Babeon: 303-567-4342</p> <p>Rachel Rush: 303-674-3145</p>	<p>Gary Hague: ghague@clearcreekcounty.us</p> <p>Kelly Babeon: kb@clearcreekfire.com</p> <p>Rachel Rush: rrush@evergreenfirerescue.com</p> <p>Carol Hucker: chucker@evergreenfirerescue.com</p> <p>http://www.co.clear-creek.co.us/index.aspx?nid=622</p>
Conejos	<p>Denise Jiron, director, Conejos County Public Health Department</p> <p>Gary Bruder, Regional Environmental Health Program manager</p>	6683 County Road 13 Conejos, CO 81129	<p>Denise Jiron: 719-274-4307</p> <p>Gary Bruder: 719-587-5206</p>	<p>Denise Jiron: djiron@co.conejos.co.us</p> <p>Gary Bruder: gbruder@alamosacounty.org</p>

Only counties in bold and highlighted issue their own open burn smoke permits. Please see first-page header.

County	Person's name	Address	Phone, fax	Email / website
Costilla	<p>Paul Wertz, director, Costilla County Public Health Department</p> <p>Gary Bruder, Regional Environmental Health Program manager</p>	233 Main St., Ste. C P.O. Box 99 San Luis, CO 81152	<p>Paul Wertz: 719-672-3465</p> <p>Gary Buder: 719-587-5206</p>	<p>Paul Wertz: pwertz@costillacounty-co.gov</p> <p>Gary Bruder: gbruder@alamosacounty.org</p> <p>https://www.colorado.gov/pacific/costillacounty/public-health-agency</p>
Crowley	Su Korbitz , Environmental Services program director, Otero County Health Department	13 W 3 rd St., Room 111 La Junta, CO 81050	719-383-4728 Cell: 719-241-4372	<p>ehdir@otero.gov</p> <p>http://www.oterogov.com/index.php?option=com_content&view=category&layout=blog&id=84&Itemid=124</p>
Custer	Custer County Sheriff's Office dispatch	702 Rosita Ave. P.O. Box 1489 Westcliffe, CO 81252	719-783-2270, option 1 Fax: 719-783-9085	<p>rhill@custersheriff.com</p> <p>custercounty-co.gov</p>
Delta Residents must contact the Delta County Dispatch at 970-399-2955 on the day of the burn.	Greg Rajnowski , director of Environmental Health	255 West 6 th St. Delta, CO 81416	970-874-2169 Fax: 970-874-2175	<p>grajnowski@deltacounty.com</p> <p>http://www.deltacounty.com/356/Open-Burning</p>

Only counties in bold and highlighted issue their own open burn smoke permits. Please see first-page header.

County	Person's name	Address	Phone, fax	Email / website
<p>Denver</p> <p>Contract</p>	<p>Christina Sanchez, compliance coordinator</p> <p>Lori Ann Phillips, air-quality specialist</p> <p>Mark Petersen, air-quality specialist</p>	<p>200 W. 14th Ave, Ste. 310 Denver, CO 80204</p>	<p>Lori Ann Phillips: 720-865-5518</p> <p>Mark Petersen: 720-865-5408</p> <p>Denver County: 720-865-5478</p>	<p>Christina Sanchez: christina.sanchez@denvergov.org</p> <p>Lori Ann Phillips: loriann.phillips@denvergov.org</p> <p>Mark Petersen: mark.petersen@denvergov.org</p> <p>https://www.denvergov.org/Government/Agencies-Departments-Offices/Agencies-Departments-Offices-Directories/Public-Health-Environment/Environmental-Quality/Air-Quality</p>
<p>Dolores</p>	<p>Mary Randolph, County Health nurse</p>	<p>425 N. Main St., Ste. A P.O. Box 368 Dove Creek, CO 81324</p>	<p>970-677-2387 Fax: 970-677-2948</p>	<p>mrandolph@fone.net</p> <p>http://www.dolorescounty.org/departments-and-contacts/#publichealth?option=publichealth</p>

Only counties in bold and highlighted issue their own open burn smoke permits. Please see first-page header.

County	Person's name	Address	Phone, fax	Email / website
<p>Douglas No burning from November 1-March 31 each year.</p> <p>*Fire departments: South Metro Fire Rescue, Castle Rock Fire Rescue, Franktown Fire Protection District, Littleton Fire Rescue, Larkspur Fire Protection District, Jackson 105 Fire Department, Mountain Communities Volunteer Fire Department, West Douglas County Fire Protection District, Trumbull Volunteer Fire Department.</p>	<p>Douglas County Health Department</p>	<p>410 S. Wilcox St. Castle Rock, CO 80104</p>	<p>720-643-2400</p>	<p>https://www.douglas.co.us/health-department/environmental-health/</p>
<p>Eagle An open burning permit is required in order to burn waste paper, wood or other flammable material on any open premises or an any public street, alley or other land adjacent to such premises.</p>	<p>Eric Lovgren, wildfire mitigation specialist, Eagle County Environmental Health Department</p>	<p>500 Broadway P.O. Box 179 Eagle, CO 81631</p>	<p>970-328-8742 Fax: 970-328-8788</p>	<p>Eric Lovgren: eric.lovgren@eaglecounty.us</p> <p>General mailbox: environment@eaglecounty.us</p> <p>http://www.eaglecounty.us/web/environmentalhealth/airquality</p>

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County	Person's name	Address	Phone, fax	Email / website
<p>El Paso</p> <p>Contract</p> <p>El Paso County Public Health encourages the use of alternatives to open burning, such as the Black Forest Slash Mulch Program, which is available to all El Paso County residents.</p>	<p>Melissa Rogerson, Air director (main contact)</p> <p>Meredith Lockwood, environmental health specialist</p> <p>Kristen Mickens, environmental health specialist</p>	<p>1675 W. Garden Of The Gods Road, Ste. 2044 Colorado Springs, CO 80907</p>	<p>Melissa Rogerson: 719-578-3143</p> <p>Meredith Lockwood: (719) 578-3129</p> <p>Kristen Mickens: (719) 726-2526</p>	<p>Melissa Rogerson: MelissaRogerson@elpasoco.com</p> <p>Meredith Lockwood: meredithlockwood@elpasoco.com</p> <p>Kristen Mickens: kristenmickens@elpasoco.com</p> <p>healthinfo@elpasoco.com</p> <p>https://www.elpasocountyhealth.org/open-burning-application</p>
<p>Elbert</p>	<p>Shane Pynes, Elbert County Public Health and Environment</p>	<p>75 Ute Ave. Kiowa, CO 80117</p>	<p>303-805-6132 Fax: 303-621-0122</p>	<p>shane.pynes@elbertcounty-co.gov</p> <p>https://www.elbertcounty-co.gov/206/Public-Health</p>
<p>Fremont</p> <p>Canon City Fire Department has strict rules and prefers applicants to get a permit through them first before they get one through the division.</p>	<p>Amy Jamison sanitarian, Fremont County Public Health and Environment</p>	<p>201 N. 6th St. Canon City, CO 81212</p>	<p>719-276-7361 Fax: 719-276-7451</p>	<p>amy.jamison@fremontco.com</p> <p>https://www.fremontco.com/public-health/public-health-and-environment</p>
<p>Garfield</p> <p>OK to burn in the town of Rifle.</p>	<p>Morgan Hill, Environmental Health specialist, Garfield</p>	<p>Rifle Public Health: 195 W 14th St. Rifle, CO 81650</p>	<p>Morgan Hill: 970-625-5200, ext. 8106</p>	<p>mhill@garfield-county.com</p> <p>mina.bolton@cogs.us</p>

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County	Person's name	Address	Phone, fax	Email / website
<p>Copy Barbara Jackson on every permit we issue for Glenwood Springs. Glenwood Springs Fire does not respond to Carbondale, New Castle, Silt, Rifle or Parachute.</p>	<p>County Environmental Health Department</p> <p>Mina Bolton, administrative assistant, Glenwood Springs Fire Department</p>	<p>Glenwood Springs Public Health: 2014 Blake Ave. Glenwood Springs, CO 81601</p>	<p>Fax: 970-625-4804</p> <p>Mina Bolton: 970-384-6436 Fax: 970-945-8506</p>	<p>https://www.garfield-county.com/environmental-health/</p>
<p>Gilpin</p>	<p>Bonnie Albrecht, Public Health coordinator, Gilpin County Health Agency</p>	<p>101 Norton Drive Black Hawk, CO 80422</p>	<p>303-582-5803, ext. 3113 Fax: 303-582-9063</p>	<p>balbrech@co.jefferson.co.us</p> <p>http://www.co.gilpin.co.us/Public%20Health/homedefault.htm</p>
<p>Grand Burn season is mid-October-April 1. County allows piles to be 15'x15'x10'.</p>	<p>Amy Sidener, Natural Resources foreman, Grand County Department of Natural Resources</p>	<p>469 E. Topaz Ave. P.O. Box 9 Granby, CO 80446</p>	<p>970-887-0745 (work) 970-531-1958 (cell) Fax: 970-887-8862</p>	<p>burnpermits@co.grand.co.us</p> <p>http://co.grand.co.us/142/Open-Burning</p>
<p>Gunnison</p>	<p>Ariel Tidwell, Public Health Clinical Services manager, Gunnison County Public Health Department</p>	<p>225 North Pine Street, Ste. E Gunnison, CO 81230</p>	<p>970-641-3244 Fax: 970-641-8346</p>	<p>atidwell@gunnisoncounty.org</p> <p>http://www.gunnisoncounty.org/152/Public-Health</p>
<p>Hinsdale Copy the fire chief for Lake City, Bill Hagendorf, at lakecityfirechief@gmail.com.</p>	<p>Tara Hardy, director of Public Health, Hinsdale County Public Health Department</p>	<p>304 W 3rd St. P.O. Box 277 Lake City, CO 81235</p>	<p>Tara Hardy: 970-944-0321 Fax: 970-944-1122</p>	<p>Tara Hardy: tara@silverthreadphd.org</p> <p>https://www.silverthreadpublichealth.org/</p>

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County	Person's name	Address	Phone, fax	Email / website
Huerfano	Brittney Ciarlo Huerfano County emergency manager	401 Main St. Walsenburg, CO 81089	719-738-3000, ext. 121	bciarlo@huerfano.us huerfano.us/departments/emergency-servicesdepartment/
Jackson	Melinda Hayden, Northwest Colorado Health, Public Health nurse Beth Watson, Northwest Colorado Health, Public Health nurse Farrah Smilanich, county administrator	940 Central Park Drive, Ste. 10 P.O. Box 1019 Walden, CO 80480	970-871-7336 Back-up line (Beth Watson and Melinda Hayden): 970-879-1632 Jackson County administrator: 970-723-4660	Melinda Hayden: mhayden@northwestcoloradohealth.org Beth Watson: ewatson@northwestcoloradohealth.org Farrah Smilanich: fsmilanich@northwestcoloradohealth.org http://jacksoncountycogov.com/public-health/
Jefferson Contract No burning November 1- March 31 each year.	Madison Pitts, senior environmental health specialist Krista Brady-Ray, environmental health specialist Audra Alonzo, environmental health specialist	645 Parfet St. Lakewood, CO 80215	Madison Pitts: 303-271-5759 Krista Brady-Ray: 303-271-5727 Audra Alonzo: 303-271-5751	Madison Pitts: mpitts@co.jefferson.co.us Krista Brady-Ray: kbrady@co.jefferson.co.us Audra Alonzo: aalonzo@co.jefferson.co.us https://www.jeffco.us/2356/Open-Burning

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County	Person's name	Address	Phone, fax	Email / website
<p>Kiowa County commissioners issue permits; residents required to notify the sheriff's office before each burn.</p>	<p>Tina Adamson, administrator, Kiowa County Commissioners</p>	<p>1305 Goff St., Eads, CO 81036</p>	<p>Tina Adamson: 719-438-5810 Sheriff's office: 719-438-5411</p>	<p>kiowaco100@gmail.com https://kiowacounty.colorado.gov/</p>
<p>Kit Carson</p>	<p>Dawn James, Public Health director, Kit Carson County Health and Human Services Kelly Alvarez, Public Health specialist, Kit Carson County Health and Human Services</p>	<p>252 S. 14th St. P.O. Box 160 Burlington, CO 80807</p>	<p>Dawn James: 719-346-7158, ext. 116 Kelly Alvarez: 719-346-7158, ext. 118</p>	<p>Dawn James: hhsdj@kitcarsoncounty.org Kelly Alvarez: hhska@kitcarsoncounty.org https://kitcarsoncounty.colorado.gov/departments/department-of-public-health-and-environment</p>
<p>La Plata Most information is the same as Archuleta. Karola Hanks is the contact for the portion of La Plata County that is served by Durango Fire Protection District. Other fire protection districts covering La Plata County are Los Pinos, Upper Pine River and Fort Lewis Mesa.</p>	<p>San Juan Basin Public Health Karola Hanks, fire marshal, Durango Fire Protection District</p>	<p>San Juan Basin Public Health: 281 Sawyer Drive, Durango, CO 81303 Durango Fire Protection District: 104 Sheppard Drive Durango, CO 81303</p>	<p>San Juan Basin Public Health: 970-335-2052 Karola Hanks: 970-382-6023</p>	<p>General mailbox: environmentalhealth@sjbpublichealth.org Karola Hanks: Karola.hanks@durangofire.org http://sjbpublichealth.org/</p>
<p>Lake</p>	<p>Steve Boyle, fire marshal, Leadville/Lake County Fire Rescue</p>	<p>816 Harrison Ave. Leadville, CO 80461</p>	<p>719-486-2990</p>	<p>firemarshal@leadvillefire.org https://www.lakecountyco.com/fire-department/pages/burn-permits-fire-restrictions</p>

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County	Person's name	Address	Phone, fax	Email / website
<p>Larimer</p> <p>Contract</p> <p>No burning from November 1-March 31 each year.</p>	<p>Lea Schneider, Environmental Health Planner, Larimer County Department of Public Health and Environment</p> <p>Jessica Royer, Environmental Health specialist, Larimer County Department of Health and Environment</p> <p>Noel Udell, Environmental Health specialist, Larimer County Department of Public Health and Environment</p>	<p>1525 Blue Spruce Drive Fort Collins, CO 80524</p>	<p>Lea Schneider: 970-498-6777</p> <p>Jessica Royer: 970-498-6771</p> <p>Noel Udell: 970-619-4597</p>	<p>Lea Schneider: schneils@co.larimer.co.us</p> <p>Jessica Royer: royerjk@co.larimer.co.us</p> <p>Noel Udell: udellno@co.larimer.co.us</p> <p>https://www.larimer.org/health/clean-air-water-and-soil/air-quality/burn-permits</p>
<p>Las Animas</p>	<p>John Jenkins, head of Las Animas County's Fire Chief Association, Stonewall Fire Protection District chief</p>	<p>2309 E. Main St. Trinidad, CO 81082</p>	<p>719-868-2249 Fax: 719-868-2222</p>	<p>sfpdjenkins@gmail.com</p> <p>http://www.nonprofitfacts.com/CO/Las-Animas-County-Fire-Chiefs-Association.html#overview</p>
<p>Lincoln</p> <p>Controlled burns must be called into the Lincoln County Dispatch at 719-743-2426.</p>	<p>Tom Nestor, Lincoln County sheriff</p>	<p>103 3rd Ave. P.O. Box 10 Hugo, CO 80821</p>	<p>719-743-2846</p>	<p>sheriff@lincolnsheriff.net</p>

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County	Person's name	Address	Phone, fax	Email / website
Logan	Mel Bustos , Environmental Health manager, Northeast Colorado Health Department	700 Columbine St. Sterling, CO 80751, Northeast Colorado Health Department headquarters	970-867-4918, ext. 2262	melb@nchd.org https://www.nchd.org/contact
Mesa Contract No burning from November 1-March 31 each year. Mesa County has an online burn permitting system. See https://apps.mesacounty.us/BurnPermits . Burn permits are \$10 and are valid for the burn season (spring season: March 1-May 31; fall season: September 1-October 31). Residents may purchase a dual-season permit for \$20.	Sally Born , Mesa County Health Department Michelle Colon , Mesa County Health Department	510 29½ Road Grand Junction, CO 81502	Sally Born: 970-248-6985 Michelle Colon: 970-248-6998	Sally Born: sally.born@mesacounty.us Michelle Colon: michelle.colon@mesacounty.us https://apps.mesacounty.us/BurnPermits/Form
Mineral	Tara Hardy , director of Public Health, Mineral County Public Health Department	802 Rio Grande Ave. P.O. Box 70 Creede, CO 81130	719-658-2416 Fax: 719-658-3001	Tara Hardy: tara@silverthreadphd.org http://silverthreadpublichealth.org
Moffat	Charlene Abdella , undersheriff, Moffat County Sheriff's Office	800 W. 1 st St., Ste. 100 Craig, CO 81625	970-824-4495 Fax: 970-824-9780	http://www.moffatcountysheriff.com/
Montezuma	Melissa Mathews , Environmental Health specialist	106 W. North St. Cortez, CO 81321	970-564-4763	mmathews@co.montezuma.co.us https://montezumacounty.org/public-health/environmental-health/

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County	Person's name	Address	Phone, fax	Email / website
Montrose OK to burn in the town of Montrose.	Jim Austin, Environmental Health director, Montrose County Health Department Fire Chief Tad Rowan	Montrose County Health: 1845 S. Townsend Ave. Montrose, CO 81401 Montrose Fire Rescue: 441 S. Uncompahgre Ave. Montrose, CO 81401	Jim Austin: 970-252-5067 Tad Rowan: 970-249-9181	jaustin@montrosecounty.net http://montrosefire.org/ https://www.montrosecounty.net/
Morgan	Same as Logan; Morgan County Sheriff Dave Martin, dmartin@co.morgan.co.us			
Otero	Same as Crowley			
Ouray	Elisabeth W. Lawaczeck, Public Health director, Ouray County Public Health	302 2 nd St. P.O. Box 670 Ouray, CO 81427	970 325-4670, ext. 12	elawaczeck@ouraycountyco.gov http://ouraycountyco.gov/149/Public-Health
Park	Sarah Dunn, Park County Environmental Health Department	1246 County Road 16 P.O. Box 216 Fairplay, CO 80440	719-836-4269 (work) 719-839-0665 (cell) Fax: 719-836-4266	sdunn@parkco.us http://www.parkco.us/181/Environmental-Health
Phillips	Same as Logan			
Pitkin	Bryan Daugherty, Environmental Health specialist, Pitkin County Environmental Health Department Kurt Dahl, Environmental Health manager, Pitkin County Environmental Health Department	76 Service Center Road Aspen, CO 81611	Bryan Daugherty: 970-920-5076 Kurt Dahl: 970-920-5438 Fax: 970-920-5439	ehnr@co.pitkin.co.us https://www.pitkincounty.com/1144/Environmental-Health

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County	Person's name	Address	Phone, fax	Email / website
Prowers	<p>Staffon Warn, county emergency manager and fire chief, Prowers County Rural Fire Department</p> <p>Kedge Stokke, Prowers County Environment manager</p>	300 E. Poplar St. Lamar, CO 81052	<p>Staffon Warn: 719-336-3000 (work) 719-688-4701 (cell) 719-336-3977 (dispatch center)</p> <p>Prowers County Public Health and Environment Department: 719-336-8721 Fax: 719-336-9763</p>	<p>Staffon Warn: staffon.warn@prowerscounty.net</p> <p>Kedge Stokke: kstokke@prowerscounty.net</p> <p>http://www.prowerscounty.net/departments/public_health_and_environment/index.php</p>
Pueblo Contract	<p>Aaron Martinez, Pueblo Department of Public Health and Environment</p> <p>Megan Crawford, Pueblo Department of Public Health and Environment</p>	101 W 9 th St. Pueblo, CO 81003	<p>Aaron Martinez: 719-583-4341</p> <p>Megan Crawford: 719-583-4352</p>	<p>Aaron Martinez: martinezaa@pueblocounty.us</p> <p>https://county.pueblo.org/public-health/outdooropen-burn</p>
Rio Blanco	Rio Blanco County Sheriff's Office dispatch	355 4 th St. Meeker, CO 81641	970-878-9600	https://rbc.us/297/Sheriffs-Office

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County	Person's name	Address	Phone, fax	Email / website
Rio Grande	<p>Dr. Kolawole Bankole, director, Rio Grande County Public Health Department</p> <p>Gary Bruder, Regional Environmental Health Program manager</p>	925 6 th St., Room 101 Del Norte, CO 81132	<p>Dr. Kolawole Bankole: 207-319-2102 Fax: 719-657-2286</p> <p>Gary Bruder: 719-587-5206</p>	<p>Dr. Kolawole Bankole: kbankole@riograndecounty.org</p> <p>Gary Bruder: gbruder@alamosacounty.org</p> <p>https://www.riograndecounty.org/departments/business-offices/public-health</p>
Routt	<p>Scott Cowman, Environmental Health director</p> <p>Rick Melzer, Environmental Health specialist</p>	136 6 th St. P.O. Box 773598 Steamboat Springs, CO 80477	<p>Scott Cowman: 970-870-5401</p> <p>Rick Melzer: 970-870-5402</p> <p>Fax: 970-870-5404</p>	<p>Scott Cowman: scowman@co.routt.co.us</p> <p>Rick Melzer: rmelzer@co.routt.co.us</p> <p>http://www.co.routt.co.us/index.aspx?NID=164</p>
Saguache	<p>Mona Lovato, director, Saguache County Public Health Department</p> <p>Gary Bruder, Regional Environmental Health Program manager</p>	505 3 rd St. P.O. Box 68 Saguache, CO 81149	<p>Mona Lovato: 719-655-2533</p> <p>Gary Bruder: 719-587-5206</p>	<p>Mona Lovato: mlovato@saguachecounty-co.gov</p> <p>Gary Bruder: gbruder@alamosacounty.org</p> <p>https://saguachecounty.colorado.gov/departments/public-health</p>
San Juan	Same as Archuleta			

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County	Person's name	Address	Phone, fax	Email / website
San Miguel	<p>Chris Smith, Environmental Health specialist, San Miguel County Environmental Health Department</p> <p>Karen Henderson, senior planner, San Miguel County Environmental Health Department</p>	333 W. Colorado Ave., 3 rd floor P.O. Box 4130 Telluride, CO 81435	<p>Chris Smith: 970-728-0447 Fax: 970-728-3718</p> <p>Karen Henderson: 970-728-3083 or 970-369-5436</p>	<p>Chris Smith: chriss@sanmiguelcountyco.gov</p> <p>Karen Henderson: karenh@sanmiguelcountyco.gov</p> <p>http://www.sanmiguelcounty.org/176/Environmental-Health</p>
Sedgwick	Same as Logan			
<p>Summit</p> <p>Two categories: <8' piles and 8'-15' piles. For piles greater than 15', applicants must go through the CDPHE as those cannot burn out cold by dark. For the 8'-15' piles, the applicant must call the Summit Public Health Department to get permission to burn each day. The day must have >60k ventilation OR greater than 60 percent probability of precipitation.</p>	Dan Hendershott, Environmental Health manager, Public Health Department	0037 Peak One Drive P.O. Box 5660 Frisco, CO 80443	970-668-4070 Fax: 970-668-4255	<p>dan.hendershott@summitcountyco.gov</p> <p>https://www.summitcountyco.gov/557/Outdoor-Air-Quality</p>

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County	Person's name	Address	Phone, fax	Email / website
Teller	<p>Sheriff Jason Mikesell, Teller County Sheriff's Office</p> <p>Andrew Lemmons, Teller County Environmental Health officer</p>	<p>Teller County Sheriff's Office: 11400 W. Hwy. 24 P.O. Box 27 Divide, CO 80814</p> <p>Teller County Environmental Health: 11115 W. Hwy. 24 Divide, CO 80814</p>	<p>Jason Mikesell: 719-687-9652 Fax: 719-687-1202</p> <p>Andrew Lemmons: 719-687-6416 Fax: 719-687-6501</p>	<p>Jason Mikesell: mikesellj@co.teller.co.us</p> <p>Teller County Sheriff's Office: https://www.tellercountysheriff.com</p> <p>Andrew Lemmons: lemmonsa@co.teller.co.us</p> <p>https://www.tellercountysheriff.com/open-burning-permit</p>
Washington	Same as Logan			
<p>Weld</p> <p>Contract</p> <p>No burning November 1-March 31 each year.</p>	Dani Serna , Weld County Health Department	1555 N. 17 th Ave. Greeley, CO 80631	(970) 400-2239 Fax: 970-304-6411	<p>dserna@co.weld.co.us</p> <p>https://www.weld.gov/Government/Departments/Health-and-Environment/Environmental-Health/Air-Quality/Outdoor-Burning</p>
Yuma	Same as Logan			

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ORDINANCE NO. 22-01

**AN ORDINANCE ESTABLISHING AN OPEN BURN PERMIT SYSTEM,
NOTIFICATION PROCESS OF OPEN BURNS, AND RESTRICTIONS DURING RED
FLAG DAYS, HIGH WIND WATCH DAYS AND HIGH WIND WARNING DAYS**

WHEREAS, pursuant to § 30-15-401, C.R.S., the Board of County Commissioners (“the Board”) has the power to adopt ordinances for control of those matters of local concern; and

WHEREAS, § 30-15-401(1)(n.5), C.R.S., grants the Board the specific authority to ban open fires to a degree and in a manner that the board of county commissioners deems necessary to reduce the danger of wildfires within those portions of the unincorporated areas of the county where the danger of forest or grass fires is found to be high based on competent evidence; and

WHEREAS, the Board finds that the reduction of hazardous fuels on public and private land within Huerfano County reduces the threat of wildfire and improves the health of forest land in Huerfano County; and

WHEREAS, the disposal by burning of slash material aids in the reduction of hazardous fuels in forested areas and reduces the threat of unwanted wildfire; and

WHEREAS, the Board finds that those days on which the National Weather Service declares in Huerfano County a high wind watch day, a high wind warning day, a fire weather watch day or a red flag warning day, such declaration constitutes competent evidence of the existence of a high danger of forest or grass fires; and

WHEREAS, the Board finds it to be prudent and necessary to require notification to first responders before open burning and to provide penalties for failure to follow the requirements of the open burn permitting and notification process, as well as penalties for violating fire restrictions; and

WHEREAS, the Emergency Manager and staff within the Emergency Services Department have worked in collaboration with the fire protection districts and the Sheriff to develop this Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Huerfano County, Colorado, as follows:

Section 1. Title.

This ordinance shall be known and referred to as the “Huerfano County Burn Ordinance”

Section 2. Purpose, Intent, and Applicability.

1. The purpose of this Ordinance is to preserve and protect the public health, safety, and welfare of the residents of Huerfano County, Colorado, by restricting open fires and open burning in the unincorporated areas of Huerfano County to prevent forest and grass fires given the high danger of such fires because of atmospheric conditions, including lack of moisture, and other local conditions in the County.

2. It is hereby declared to be the policy of Huerfano County and the intent of this ordinance to establish a permitting system that will:
 - a. Allow and regulate open and safe burning of slash;
 - b. Inform residents, visitors, and property owners of considerations for the appropriate, safe, and effective use of fire as a tool; and
 - c. Reinforce knowledge of local requirements of fire protection districts and county ordinances to increase public awareness and protect the public health, safety, and welfare.
3. This ordinance shall apply in the unincorporated areas of Huerfano County. Excluding Municipalities, unless they adopt this Ordinance, as well as State and Federal lands.

Section 3. Definitions.

For the purposes of this ordinance, the below words and phrases will have the following meanings ascribed to them:

1. **Agricultural Burning:** Burning of cover vegetation for the purpose of preparing the soil for crop production, weed control, or maintenance of water conveyance structures related to agricultural operations.
2. **Broadcast Burn:** The controlled application of fire to wildland fuels in their natural or modified state over a predetermined area. Broadcast Burns do not include the burning of wildland fuels that have been concentrated in piles by manual or mechanical methods.
3. **Burn Plan:** Burn plans are an important component of any open broadcast burn. A burn plan is a written document that, at a minimum, provides a description of the burn area, target weather conditions, hazards that may be encountered, personnel and safety needs, contacts to make prior to burning, goals and objectives, burn site description, fire prescription, fire operation, and control and cleanup.
4. **Extinguished:** No visible flame, smoke, or emissions exist.
5. **Fire Weather Watch:** Conditions are favorable for red flag conditions in and close to the watch area in the next 12 to 48 hours, as defined by the National Weather Service.
6. **Fire Weather Zone:** Two fire zones within Huerfano County have been determined by the National Weather Service based upon elevation and weather patterns associated with the fuels and terrain located within these elevation ranges. These include: Fire Weather Zone 225 and Fire Weather Zone 229.
7. **High Wind Warning:** One-minute average surface winds of 35 kt (40 mph or 64 km/hr) or greater lasting for 1 hour or longer, or winds gusting to 50 kt (58 mph or 93 km/hr) or greater regardless of duration that are either expected or observed over land.
8. **High Wind Watch:** Conditions that are favorable for high winds in and close to the watch area in the next 12 to 48 hours.
9. **Open Burning:** A fire started and intentionally used for grassland or forest management, including vegetative, habitat, or fuel management. Open burning includes both broadcast and pile burning and does not include agricultural burning.
10. **Open Burning Permit:** A permit developed jointly with the fire protection districts having jurisdiction within Huerfano County and issued by the County with the consent of the fire protection districts.
11. **Person:** Any individual, association, organization, partnership, firm, corporation, business, or other entity recognized by law.
12. **Prescribed Burning:** The controlled application of fire in accordance with a written prescription for wildland fuels under specified environmental conditions while following

appropriate precautionary measures that ensure that the fire is confined to a predetermined area to accomplish the planned fire or land-management objectives.

- 13. **Red Flag Warning:** A forecast warning issued by the National Weather Service to inform area firefighting and land use management agencies that conditions are ideal for wildland fire ignition and propagation.
- 14. **Slash:** Woody material less than six inches in diameter consisting of limbs, branches, and stems that are free of dirt. "Slash" does not include tree stumps, roots, or any other material.
- 15. **Stage 1 Fire Restrictions:** Prohibits the following activities:
 - a. Building, maintaining, attending or using a fire or campfire except within permanently constructed burn barrels, fire grates in developed/improved campgrounds and picnic grounds or private residences in areas cleared at least 6' of all flammable materials. Rock campfire rings and fire pans are considered temporary and are not acceptable. Devices using gas, jellied petroleum, or pressurized liquid fuel are permitted.
 - b. Smoking, except within an enclosed vehicle or building, a developed recreation site or while stopped in an area at least three feet in diameter that is barren or cleared of all flammable materials.
 - c. Possessing, discharging or using any type of fireworks or other pyrotechnic device to include sparklers. This does not differentiate between lawful use or careless/negligent use of fireworks but prohibits all fireworks activity and use on public and private lands.
 - d. Operating a chainsaw without a USDA or SAE approved spark arrester properly installed and working, a chemical fire extinguisher of not less than 8 ounces capacity by weight, and one round point shovel with an overall length of at least 36 inches.
 - e. Using an explosive or exploding targets.
 - f. Using a welder, either arc or gas, or operating acetylene or other torch with open flame, except in cleared areas of at least 10 feet in diameter with a chemical pressurized fire extinguisher of not less than 8 ounces capacity.
- 16. **Stage 2 Fire Restrictions:** Prohibits all activities prohibited by Stage 1 Fire Restrictions as well as the following activities:
 - a. Building, maintaining, attending, or using a fire or campfire.
 - b. Smoking, except within an enclosed vehicle or building.
 - c. Operating a chainsaw or other equipment powered by an internal combustion engine between 1:00 p.m. to 1:00 a.m.
 - d. Welding, or operating an acetylene or other torch with open flame.

Section 4. Unlawful Acts.

- 1. No person shall conduct open burning within the unincorporated areas of Huerfano County, including private and County property, without first having obtained an Open Burning Permit from Huerfano County.
- 2. No person shall conduct open burning or agricultural burning without prior notification to the Huerfano County Emergency Dispatch.
- 3. Engaging in any activity prohibited when Stage 1 or Stage 2 Restrictions are in effect, other than as excepted or exempted, in the unincorporated areas of Huerfano County.

Section 5. Exceptions and Exemptions.

The following are permitted and are not in violation of Section 4:

1. During Stage 1 Restrictions
 - a. Open Burning conducted with an approved Open Burning Permit
 - b. Smokeless flares or safety flares for the combustion of waste gasses.
 - c. Flares used to indicate danger.
 - d. All prescribed burns will be reviewed and approved by a qualified representative from the respective jurisdiction.
2. During Stage 2 Restrictions
 - a. Fires in developed campgrounds and picnic grounds, or private residences contained within stoves, fire pits or appliances that are fueled by liquid propane or natural gas and cleared at least 3 feet of all flammable materials, with flames lengths not exceeding 2 feet. The flame must be completely and immediately extinguished by activation of a switch, valve, and/or tip over safety switch.
3. If fire is a requirement to do business or if a chainsaw work is necessary (for example, a barbecue restaurant or welding shop/mitigation work), then said business must mitigate their property to meet guidelines set by, or have the written approval of, the fire protection district having jurisdiction commensurate with the size and location of fire and the level of fire restriction enacted.
4. Any federal, state, or local officer, or member of an organized rescue or firefighting force, in the performance of an official duty.

Section 6. Implementation of Fire Restriction Stages.

1. Stage 2 Fire Restrictions will be automatically implemented while a fire weather watch, red flag warning, high wind watch, or high wind warning is in effect.
2. The Emergency Manager shall monitor fire danger conditions and coordinate with Federal, State, and local fire agencies to determine the appropriate stage of restrictions. When conditions merit that Stage I Restrictions should be enacted, or that restrictions should be upgraded to Stage II Restrictions, the Emergency Manager will advise the Board of County Commissioners to implement such restrictions. The Emergency Manager will similarly advise the Commissioners to suspend such restrictions as the conditions merit.
3. Should conditions merit action with immediate effect, the Sheriff is authorized to implement or suspend Fire Restrictions on the advice of the Emergency Manager for later ratification by the BOCC.
4. When Fire Restrictions are enacted the Emergency Manager will coordinate notification of the public through a general press release to local television, radio and print media, as well as posting on the Huerfano County website and through social media outlets. Likewise, when there is a reduction in restrictions from Stage II to Stage I, or the suspension of restrictions, the same notification to the public shall occur.

Section 7. Permitting Process.

The Emergency Manager is authorized and directed to establish a joint permitting process with the Fire Protection Districts and the advice and consent of the County Administrator. Any such process must meet the following conditions:

1. No fee may be charged for the permits
2. The fire protection district having jurisdiction must agree to issuance of the permit.
3. The person issued a permit must inform Huerfano County Emergency Dispatch before the burn is started and upon completion.
4. The Emergency Manager and Fire Chiefs maintain the discretion to suspend or revoke any

permit upon a violation of this Ordinance or upon finding it is in the interests of public safety to revoke said permit.

Section 8. Enforcement, Violations, and Penalties.

1. Violation of this Ordinance shall constitute a Civil Infraction. Violations of this Ordinance may be enforced through the penalty assessment procedure set forth in Section 16-2-201, C.R.S.
2. The following are authorized to issue citations, summons, and complaints for violation of this Ordinance.
 - a. Any Law Enforcement Officer or Code Enforcement Official of Huerfano County.
 - b. Any Official of a Fire Protection District in Huerfano County.
 - c. Any Code Enforcement Official of a municipality that adopts this Ordinance.
3. It is the duty of the Huerfano County Sherriff, Undersheriff, and deputies to enforce this ordinance as provided for in 30-15-410, C.R.S.
4. The graduated fine schedule for the penalty assessment procedure is as follows:
 - a. \$50.00 for the first violation.
 - b. \$250.00 for the second violation.
 - c. \$1000.00 for each successive violation.
5. Persons convicted of violating this ordinance are subject to the surcharges identified in § 30-15-402, C.R.S.
6. In addition to any other penalty, persons convicted of a violation of this Ordinance shall pay the customary courts costs when applicable.
7. All fines and penalties shall be deposited into the General Fund of Huerfano County and distributed annually to the Fire Protection Districts on the basis of number of permits issued in the proceeding calendar year.
8. It is the responsibility of the County Attorney to enforce the provisions of this Article, according to the County Court Rules of Criminal Procedure.
9. The Board of County Commissioners may seek civil relief, including but not limited to injunctive relief and mandamus, to enforce the provisions of this Ordinance.
10. Any person who violates the terms and conditions of a permit issued under this Ordinance or who violates this ordinance and causes a fire that requires response from the local fire protection district must provide restitution to any and all responding agencies. Such restitution shall consist of all costs and expenses incurred by the local fire protection district responders incurred as a result of the fire.

Section 9. Liability.

1. The adoption of the Ordinance codified in this document shall not create any duty to any person, firm, corporation, or any other entity with regard to enforcement or nonenforcement of this Ordinance. No person, firm, corporation, or other entity shall have any civil liability remedy against the Huerfano County Board of County Commissioners or Huerfano County Sheriff, their officers or agents for any damage(s) arising out of, or in any way connected with the adoption, enforcement or non-enforcement of this Ordinance.
2. Nothing in this Ordinance shall be construed to create any liability or to waive any of the immunities, defenses, limitations or liability, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S. or to wave any immunities, or defenses or limitations on any liability otherwise available to each entity, agency, governmental body, it's officers, employees and agents.

Item 5b.

Section 10. Severability.

If any section, subsection, sentence, clause, or phrase of this Ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The Huerfano County Board of County Commissioners hereby declares that it would have passed this Ordinance irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional.

Section 11. Recording.

INTRODUCED, READ, and ORDERED PUBLISHED in full on first reading the 5th day of April, 2022.

READ, ADOPTED, and ORDERED PUBLISHED in full on this 12th day of July, 2022. This Ordinance will become effective 30 days after publication.

BOARD OF COUNTY COMMISSIONERS
OF HUERFANO COUNTY, COLORADO

DocuSigned by:
Gerald Cisneros
BY _____
Gerald A. Cisneros, Chairman

DocuSigned by:
John Galusha

John Galusha, Commissioner

DocuSigned by:
Arica Andreatta

Arica Andreatta, Commissioner

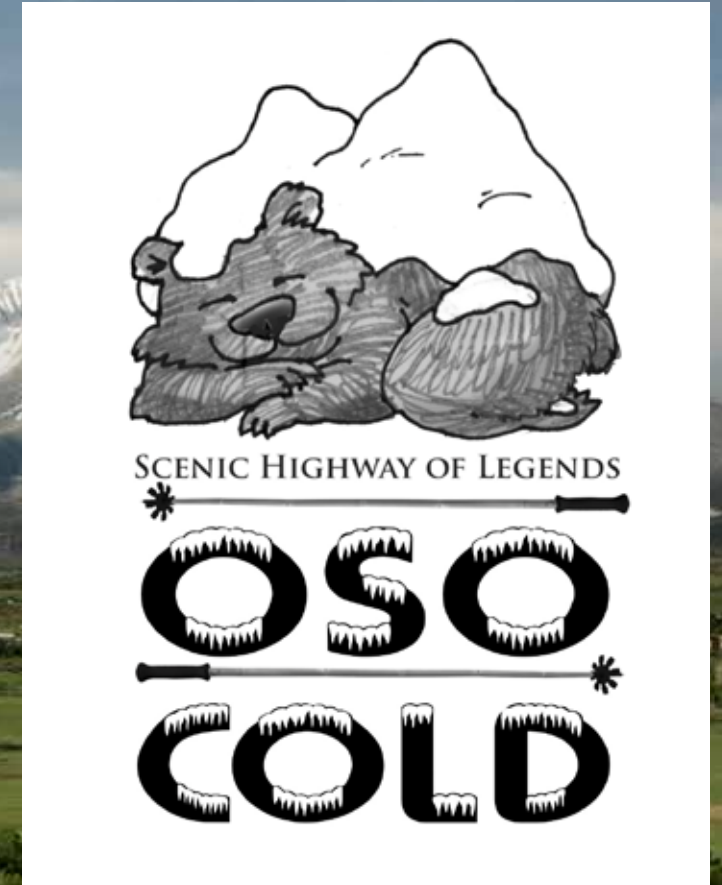
ATTEST:


DocuSigned by:
Nancy Cruz

Nancy Cruz, County Clerk and Recorder and
Ex-Officio Clerk to said Board

1st annual
Scenic Highway of Legends
OSO COLD Winterfest


February 2-4, 2024





More than 4M vehicles travel the Scenic Highway of Legends annually. Trinidad and Walsenburg have always been the Colorado gateway for travelers from all over the country, and particularly during winter, due our unparalleled winter sports experiences.

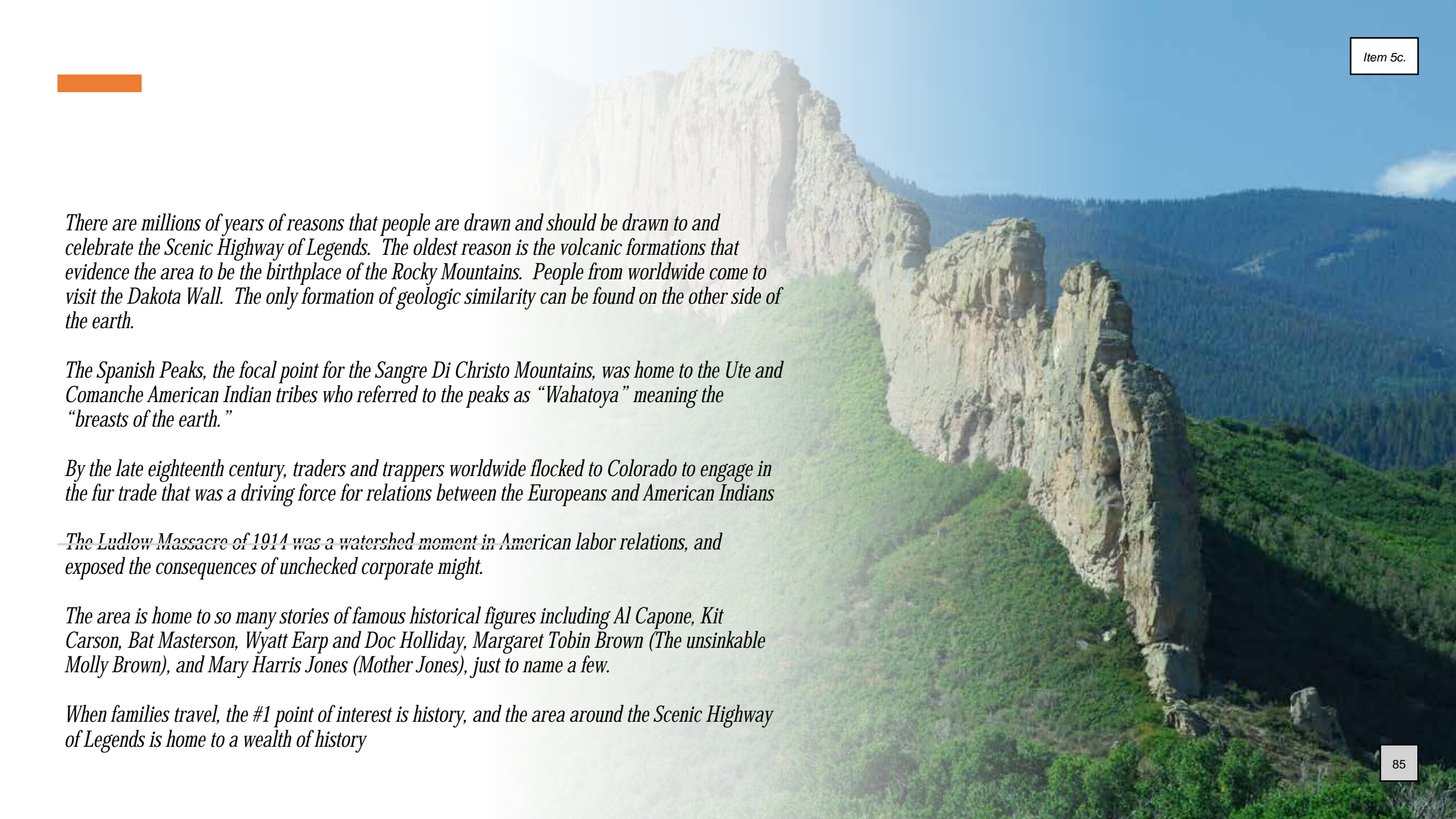
By providing a festival in our region during these winter months, we intend to enrich travelers' Colorado experience and beguile them to stop and enjoy more beauty, more sports and more reasons to focus their vacation budgets on the communities and merchants along the Scenic Highway of Legends



The Scenic Highway of Legends OSO COLD Winterfest is a collaboration between Las Animas and Huerfano counties to celebrate the amazing views on our highway, which is now one of America's byways, having received that designation in 2021.

The purpose of this event is to help promote the area, assure the sustainability of local businesses, engage visitors in the cultural and heritage aspects of the region, and enhance the quality of life for its residents.

Ice sculpture, winter games, parties, theater, art, and concerts are just some of the fun activities on tap in a unified effort for the thousands of people who will travel from all over the region to participate in this fun-filled event.



There are millions of years of reasons that people are drawn and should be drawn to and celebrate the Scenic Highway of Legends. The oldest reason is the volcanic formations that evidence the area to be the birthplace of the Rocky Mountains. People from worldwide come to visit the Dakota Wall. The only formation of geologic similarity can be found on the other side of the earth.

The Spanish Peaks, the focal point for the Sangre Di Cristo Mountains, was home to the Ute and Comanche American Indian tribes who referred to the peaks as “Wahatoya” meaning the “breasts of the earth.”

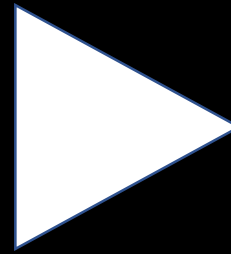
By the late eighteenth century, traders and trappers worldwide flocked to Colorado to engage in the fur trade that was a driving force for relations between the Europeans and American Indians

~~The Ludlow Massacre of 1914 was a watershed moment in American labor relations, and exposed the consequences of unchecked corporate might.~~

The area is home to so many stories of famous historical figures including Al Capone, Kit Carson, Bat Masterson, Wyatt Earp and Doc Holliday, Margaret Tobin Brown (The unsinkable Molly Brown), and Mary Harris Jones (Mother Jones), just to name a few.

When families travel, the #1 point of interest is history, and the area around the Scenic Highway of Legends is home to a wealth of history

This will be a video/drone video of the many scenic view along the highway, including coke ovens in Cokedale, Stonewall, Monument Lake, Spanish Peaks, etc to attract sponsors or entice attendees



VIDEO

Highway of Legends Winter Festival

With starting points in Walsenburg and Trinidad, centering on 28 miles between La Veta and Monument Lake, the festival will highlight industry, merchants and organizations that define the character and opportunity in southeastern Colorado, as well as highlight the rich and quirky history and one of a kind geological features of the area

- *Feb 2- local kickoff with events in Walsenburg, La Veta and Trinidad.*
- *Feb 3- noon- 10PM*
- *Feb 4- 10AM-4PM*
- *Dates determined from similar events (Breck and Alamosa)*



Highway of Legends Winter Festival

Winter sports & activities

- *Ice fishing*
- *Ice/snow sculpting competition*
- *Snowshoeing*
- *Kids games*
- *Contests*
- *Drawings*
- *Music/BANDS*
- *“Beercicles”*

Thursday Feb. 1 st 2024 – Ice Sculptures briefing/prep etc.	
Friday Feb. 2 nd 2024- Ice Sculptures Start, Evening Launch Party	
Monument Lake: *Ice Sculptures Begin *Vendor Set up	Launch parties at locations in Walsenburg and Trinidad *Ice Sculptures Begin *Vendor Set up *Evening Kick-off Party- Dinner/Dance
Saturday Feb. 3 rd 2024- Day 1 of Events **Shuttle Service Between the locations** Noon-10pm	
Monument Lake: *Small Business Vendors (LA&H Businesses) *Sculptures * Ice Fishing Demos/tournament • Snowmachine rental/demos? • Family winter games/events *Live Music or DJ (Open mic sign up?) *Frozen T-Shirt Contest * Polar Plunge (Sponsorship Teams?) *Ice Axe Throwing *Evening Concert/Dinner	Cuchara Valley Mercantile/Mountain Park: *Small Business Vendors (LA&H Businesses) *Sculptures *Sledding/tubing *Snow Races *Snow machine rental/demos? *Shovel Races * Robbing the Snow Bank (Kid and Adult pile) *Snow Games (Snow Angels, Snowmen, etc) *Community Snowball Fight?
Sunday Feb. 4 th 2024- Day 2 of Events **Shuttle Service Between the locations** 10AM-4PM	
Monument Lake: *Small Business Vendors (LA&H Businesses) *Sculptures * Ice Fishing Demos * Snowmachine rental/demos? *Live Music or DJ (Open mic sign up?) *Wet T-Shirt Contest * Polar Plunge (Sponsorship Teams?) *Ice Axe Throwing *Awards From This Location *Afternoon Concert/Dinner	Cuchara Valley Mercantile/Mountain Park: *Small Business Vendors (LA&H Businesses) *Sculptures *Sledding/tubing *Snow Races *Snow machine rental/demos? *Shovel Races * Robbing the Snow Bank (Kid and Adult pile) *Snow Games (Snow Angels, Snowmen, etc) *Community Snowball Fight? *Awards From This Location

Highway of Legends Winter Festival

Marketing/Advertising

Comprehensive media plan,
utilizing social media, radio and
print to all of Colorado, Kansas,
Oklahoma and Texas

Highway of Legends Winter Festival

Budget

Approx \$80,000

bands/music

security

supplies

rentals

ice

- Grants- targeting Trinidad tourism and Huerfano county
- Sponsorships- compiled list of 26 larger sponsors (\$25,000-\$150)
- Leveraging/partnering with World Journal

Highway of Legends Winter Festival

COLLABORATION



Highway of Legends Winter Festival

Bringing together all of the defining characteristics of the area:

Art- plein air artists? Art show with SHOL subject matter?

Theater- progressive theater along the highway towns

Restaurants- food trucks, brewery

Merchants- outfitters, sports

Maps- highlighting historical sites

Scheduled work session with Trinidad City council April 24, and planned roadshow with local government orgs, including La Veta, Walsenburg, Amarillo, Raton, etc

Partner Sponsorships

SPONSORSHIP OPPORTUNITIES: *Funding this event is an investment in our community's future and we thank you in advance for your consideration.*

1: Event Partner \$25,000

§Named as Event Partner on all advertising with large logo

§8 VIP tickets to Friday, Saturday and Sunday concerts (if free concert, the sponsor gets dinner and drink tickets)

§Multiple banners at each location

§In all social media, on-air, & print advertising

§Free vendor booth option

2: Title Sponsor \$10,000

§Named as sponsor on all advertising with logo

§6 VIP tickets to Friday, Saturday and Sunday concerts (if a free concert, sponsor gets dinner and drink ticket)

§2 banners at each location

§In all social media, on-air, & print advertising

§Free vendor booth option

Sponsorships

SPONSORSHIP OPPORTUNITIES: *Funding this event is an investment in our community's future and we thank you in advance for your consideration.*

3: GLACIER SPONSOR \$5,000

- *Named as Sponsor on all advertising with Logo*
- *4 VIP Tickets to Friday, Saturday and Sunday Concerts (if free get dinner and drink ticket)*
- *1 Banners at Each Location*
- *In all Social Media, On-Air, & Print Advertising*
- *Free Vendor Booth Option*

4: ARTIC CIRCLE SPONSOR \$1,000

- *Named as Sponsor on all advertising with Business Name*
- *2 VIP Tickets to Friday, Saturday and Sunday Concerts (if free get dinner and drink ticket)*
- *1 Banners at Each Location*
- *In all Social Media, On-Air, & Print Advertising*
- *Free Vendor Booth Option*

Sponsorships

SPONSORSHIP OPPORTUNITIES: *Funding this event is an investment in our community's future and we thank you in advance for your consideration.*

5: PENGUIN LEVEL SPONSOR \$750

- *Named as Sponsor on all advertising with Business Name*
- *2 VIP Tickets to Saturday Concert*
- *Banner at One Location*
- *Listed In all Social Media, & Print Advertising*
- *Free Vendor Booth Option*

6: FROSTBITE LEVEL SPONSOR \$500

- *Named as Sponsor on all advertising with Business Name*
- *Banner at One Location*
- *Listed In all Social Media & Print Advertising*
- *Free Vendor Booth Option*

7: ULTRA COOL LEVEL SPONSOR \$250

- *Named as Sponsor on all advertising with Business Name*
- *Listed In all Social Media & Print Advertising*
- *Free Vendor Booth Option*

8: Vendor Booth \$100

- *Vendor Booth Only*

Highway of Legends Winter Festival

Example activities:

- *Ice fishing*
- *Nordic race (snow shoe, cross country ski,...)- Cuchara pass*
- *Frozen tshirt contest*
- *Shovel races*
- *Robbing the snowbank*
- *Ice Ax throwing contest*
- *Polar plunge*
- *Ice or snow sculpting location*

Sponsorship opportunities:

- *Nordic race sponsorships*
- *Concert sponsorships*
- *VIP tent- they would get “goodie bags” and speakers*
- *Phone charging station*
- *Robbing the snowbank sponsorship*
- *Kid’s races sponsorships*
- *Ads on the website, on the map*
- *Winter themed or Spanish Peaks themed gallery shows*
- *Sponsorship of the sculptors*
- *Music sponsorship (involve KCRT)*

We would like for the sponsorships to be carried by companies and then the charity organizations in the area to facilitate the actual event or contests.

For instance, Phil Long might sponsor shovel races, but maybe Trinidad Youth Club might manage the race.

RESOLUTION NO. 23 - 13

**THE BOARD OF COUNTY COMMISSIONERS
OF HUERFANO COUNTY, COLORADO**

**A RESOLUTION ADOPTING HUERFANO COUNTY ROADWAY DESIGN AND
CONSTRUCTION STANDARDS INTO THE LAND USE CODE AS SECTION 19.00
AND MAKING CERTIN AMENDMENTS TO ARTICLE 10**

WHEREAS, the County of Huerfano has authority by statute to regulate the construction, installation and repair of right-of-way openings for subsurface utilities and placement of utility poles and/or aerial cable placement; and

WHEREAS, the County of Huerfano has authority by statute to regulate access to the Huerfano County Maintained Road System; and

WHEREAS, Huerfano County adopted roadway design and construction standards on March 14, 2012; and

WHEREAS, Resolution 15-07 amended standards and rescinded the following resolutions: 80-41, 89-22, 96-13, 01-02, 02-10, 05-03, Article 7 Section 7.3 of Resolution 06-24 (as Amended); and

WHEREAS, adopting these standards into the land use code will make standards easier for the public to locate and access and will facilitate collaboration between the Land Use Department and Road and Bridge Department in conducting inspections and permitting processes; and

WHEREAS, the amendment to Section 10.11(B) is to improve the County’s ability to regulate repairs to County Roads that have been disturbed; and

WHEREAS, the addition of a section 10.16 is for the purpose of giving the County recourse to address nuisances that block, partially block or otherwise impede traffic without a permit.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Huerfano County, Colorado, that the standards, rules, and regulations set forth within the “Huerfano County Roadway Design and Construction Standards” are adopted, as amended, as Section 19.00 of the Land Use Code.

BE IT FURTHER RESOLVED that section 10.11(B) of the Land Use Code be amended and section 10.16 be added to the “Huerfano County Roadway Design and Construction Standards”

BE IT FURTHER RESOLVED that: Resolution 15-07 and Resolution 06-24 are hereby repealed; any and all resolutions or parts of resolutions in conflict with this Resolution shall be, to the extent of such conflict, hereby repealed; and this resolution shall be in effect upon its adoption.

INTRODUCED, READ, APPROVED AND ADOPTED ON THIS 25th day of April 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

Huerfano County
 Land Use Department
 401 Main Street, Suite 304
 Walsenburg, CO 81089
 719-738-1220 x506

**HUERFANO COUNTY
 ROADWAY DESIGN AND
 CONSTRUCTION
 STANDARDS
 SECTION 19.00
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Huerfano County
 Land Use Department
 401 Main Street, Suite 304
 Walsenburg, CO 81089
 719-738-1220 x506

**HUERFANO COUNTY
 ROADWAY DESIGN AND
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Huerfano County
Land Use Department
401 Main Street, Suite 304
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**HUERFANO COUNTY
ROADWAY DESIGN AND
CONSTRUCTION
STANDARDS
SECTION 19.00**



Item 7a.

19.01. GENERAL PROVISIONS

19.01.01. TITLE

These regulations together with all future amendments shall be known as the "Huerfano County Roadway Design and Construction Standards" (hereafter called STANDARDS).

19.01.02. PURPOSE

The purpose of these STANDARDS is to provide a uniform set of minimum standards for the design and construction of roadways and related improvements within Huerfano County. The intent of these STANDARDS is to provide for a minimum standard level of service. If it can be shown that an alternate design, material or procedure will provide a level of service equal to or better than the required design, material, or procedure, said alternate may be approved by the Board of County Commissioners.

19.01.03. APPLICABILITY

These STANDARDS apply to all new roadway facilities to be constructed within Huerfano County except where other jurisdictions have direct authority (e.g., Colorado Department of Transportation, County of Huerfano, etc.). It is recognized that improvements to existing roadway facilities and construction of new roadway facilities within old town sites or subdivisions may not be possible in complete conformance with these STANDARDS because of existing alignment or grades, poorly laid out lots, right-of-way restrictions or other conditions. In such conditions the Board of County Commissioners may approve variations from these STANDARDS where safety is not compromised, and where no increase in expected maintenance cost to the County would result.

19.01.04. AUTHORITY

These STANDARDS have been adopted pursuant to the authority conferred within: Article 28 of Title 30; Article 2 of Title 43 and other applicable sections of the Colorado Revised Statutes of 1973, as amended.

19.01.05. AMENDMENTS AND REVISIONS

These STANDARDS may, when deemed necessary, be altered, amended, or revised upon recommendation of the Huerfano County Administrator and upon resolution of the Huerfano County Board of County Commissioners after the appropriate public review.

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19.02. ADMINISTRATION

19.02.01. THE COUNTY ROAD SYSTEM

The Board of County Commissioners has adopted a Huerfano County Road Map showing all roads that have been officially made a part of the County Road System. This map is updated annually to reflect all additions, deletions and alterations to the County Road System. All open, used and maintained public roadways in the un-incorporated area of the County are shown.

19.02.02. TRAFFIC CONTROL DEVICES

All traffic control devices installed on County roads shall conform to the most recent edition of the Manual on Uniform Traffic Control Devices and any manual or supplement thereto approved and distributed by the Colorado State Highway Commission. The County shall be responsible for conducting any accident studies, traffic analysis, traffic control studies or other engineering studies required by state law or by the Manual on Uniform Traffic Control Devices which are prerequisite for the installation of traffic control devices on County roads, except as otherwise provided in a condition of a land use approval.

19.02.03. ROAD SYSTEM ADDITIONS

The Board of County Commissioners is authorized by Section 43-2-112, C.R.S. 1973, to layout, widen, alter or change any County road and to acquire lands of private persons for County roads. The County has staff responsibility for the planning, design, right-of-way acquisition, construction and inspection of all improvements to the existing County Road System. Roads constructed by others will ordinarily pass through eight (8) steps: planning, design, right-of-way acquisition/dedication, construction, and inspection recommendation for acceptance. Maintenance responsibilities and acceptance of maintenance responsibilities will generally remain with the Developer or Home Owners Association.

19.02.03.01. Planning

The planning or layout of a new road shall be in accordance with the Huerfano Comprehensive Development Plan. If a road is created through the subdivision process, all provisions of the Huerfano County Subdivision Regulations must be met.

19.02.03.02. Design

The design of any new road shall be in accordance with Section 19.05 of these STANDARDS. Road plans and specifications shall be prepared by a professional engineer licensed to practice in the State of Colorado. Plans and specifications are subject to the approval of

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the Board of County Commissioners. Plan approval shall be good for one year, after which the Director of Planning may require that revised plans be submitted to reflect any changes in these STANDARDS or referenced specifications.

19.02.03.03. Right-of-Way Dedication/ Acceptance

A road created through the subdivision process shall have a specified right-of-way width shown on the plat along with a dedication statement. Acceptance of the plat by Huerfano County constitutes acceptance of the right-of-way, but does not constitute acceptance of the road for maintenance. The road does not become accepted for maintenance and part of the County Road System until it is constructed according to these STANDARDS and specifically accepted for maintenance by resolution of the Board of County Commissioners.

In certain circumstances a public road right-of-way may also be deeded to the County outside of the subdivision process. Any right-of-way conveyed by deed shall meet the same standards relative to width, alignment, etc. as roads created through the subdivision process. Prior to recommending acceptance of any deed for right-of-way, the County may require the submittal of a survey plat, prepared by a professional land surveyor licensed to practice in the State of Colorado. Acceptance of the deed by Huerfano County constitutes acceptance of the right-of-way, but does not constitute acceptance of the road for maintenance. The road does not become accepted for maintenance and part of the County Road System until it is constructed according to these STANDARDS and specifically accepted for maintenance by resolution of the Board of County Commissioners.

19.02.03.04. Construction

Construction of new County roads shall comply with the provisions of Section 19.08.

19.02.03.05. Inspection

Adequate inspections by the county ensure compliance with these STANDARDS and are the basis for the recommendation of the County Administrator for acceptance of the roads for maintenance and release of performance guarantees required by the Huerfano County Subdivision Regulations. Requirements for inspections are contained in Section 19.08.

19.02.03.06. Acceptance of Public Roads for Maintenance

Roads within the jurisdiction of Huerfano County may be accepted for maintenance by the Board of County Commissioners by resolution only after the following requirements are met:

- a. The county has inspected the road in accordance with Section 19.08, and the County Administrator has recommended acceptance for maintenance.

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- b. The road connects to another maintained County road, state highway or city road.
- c. If within a subdivision, the road terminates at an intersection or is constructed with an approved cul-de-sac.
- d. All required road signs and traffic control devices have been installed in accordance with these standards.
- e. A performance bond for 15% of the total cost of construction of the road has been submitted to the County to warrant the road construction for one year after the date of acceptance, OR at the developer's option:

The final 15% of the collateral securing a subdivision improvements agreement covering construction of the road in question will not be released until the one-year warranty period is over; OR

The road will not be accepted for maintenance for a one period after the time of completion of all improvements. At the conclusion of the one-year period the Road and Bridge Department will inspect the improvements and notify the developer in writing of any necessary repairs.

All such repairs shall be completed by the developer prior to acceptance of the road for maintenance by Huerfano County.

- f. All required subsurface utilities, including service stubs, under or within three feet (measured horizontally) of the physical road (including shoulder and curb and gutter) have been installed prior to finishing sub-grade. Utility installations that will be located within the right-of-way but which involve no roadway cuts may be installed later, subject to the approval of the Board of County Commissioners.
- g. As-built plans signed by a licensed professional engineer have been submitted to the Planning Department, which depict all approved design modifications or significant departures from the original approved plans and specifications.

19.02.03.07. Traffic Estimates for Design

All traffic estimates for design required within these STANDARDS shall be based upon estimates provided in Trip Generation, latest edition, by the Institute of Traffic Engineers. Traffic estimates for uses or facilities not covered within that publication will be as approved by or supplied by the County Administrator.

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19.03. CONSTRUCTION DRAWING REQUIREMENTS

19.03.01. GENERAL REQUIREMENTS

The construction drawing submittal shall be a complete package which includes all details and documentation necessary for the construction of the proposed improvements. All plans shall be prepared by or under the direction of a professional engineer licensed to practice in the State of Colorado.

19.03.02. COVER SHEET

A cover sheet shall be provided with each submittal involving multiple roads or sheets. Cover sheets shall contain:

- a. A vicinity map at a minimum scale of 1" = 2000' which shows the location and name of all arterial or collector roads within one mile of the development and all roads within the proposed development.
- b. Legend.
- c. Name or company name, address and phone number of the engineer preparing the plans.
- d. General notes.
- e. Description and location of permanent vertical bench mark based on U.S.G.S. datum. Where it is not practical due to lack of available existing benchmarks in the area of the development, the plans may reflect an assumed bench elevation upon approval of the Director of Planning. In the case of an assumed bench elevation a minimum of two benchmarks will be established and identified on the plan. All such bench marks shall be located within the proposed development or within public right-of-way adjoining the development.
- f. Name and phone number of all utility companies with mains, lines, or facilities potentially impacted by the construction.

19.03.03. PLAN AND PROFILE SHEETS

Plan and profile sheets shall be submitted for all proposed roadway construction. Plan view shall include, but not be limited to, the following:

- a. The scale shall be a minimum of 1" = 50'.

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- b. Locations and dimensions of existing and proposed property lines, easements, and rights-of-way.
- c. Lot numbers and lot lines and dimensions if the road is within a platted subdivision.
- d. Road names.
- e. Survey and project centerline stationing.
- f. Centerline stations for all intersecting roads, public and private, and for commercial or industrial driveways.
- g. Existing improvements shall be depicted by dashed lines and proposed improvements by solid lines. Existing and proposed road improvements include curb and gutter, sidewalk, pavement, culverts, guardrail, etc., and includes all structures and appurtenances whether public or private within the right-of-way.
- h. Curve information including radius, interior angle, curve length, and tangent.
- i. Elevation and stationing for all curb returns, points of curvature, points of tangency, angle points and high or low point of vertical curves.
- j. Rate of superelevation if applicable.
- k. Match lines and adjoining sheet numbers.
- l. Existing and proposed utilities, both overhead and underground, including but not limited to water, sewer, electric, gas, telephone, storm sewer and cable television.
- m. Stations and critical elevations of all utility and drainage appurtenances, existing and proposed.
- n. Traffic control signing and striping.
- o. Erosion control measures.
- p. Landscaping.

Profile view shall include, but not be limited to:

- a. Vertical scale of a minimum of 1" = 5'.
- b. Existing grades shall be depicted with dashed lines, proposed grades shall be

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depicted with solid lines.

- c. Continuous stationing for the entire portion of the roadway shown in the plan view, with the centerline stationing of all intersecting roadways, public and private, and commercial and industrial driveways clearly labeled.

- d. All design elevations shall represent roadway centerline finish elevation. Additional profile views of curb and gutter, etc. shall be included as needed for clarity.

- e. Vertical curve data including length of curve and stationing and elevation of p.v.t., p.v.i., p.v.c., high/low point.

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19.03.04. CROSS SECTIONS

Cross sections will not normally be required. The Director of Planning may require cross sections when needed to clearly show the proposed method of widening or matching into existing improvements or method of handling steep side slopes.

19.03.05. STRIPING AND SIGNING PLAN

The signing plan shall show at a minimum:

- a. Location of all existing and proposed signs, clearly indicating if existing signs are to remain.
- b. Legend with reference to standard MUTCD designations.
- c. Typical detail of installation dimensions.
- d. Blank gauge and material of signs.
- e. Note reflectorization provided.

The striping plan shall show at a minimum as applicable:

- a. Striping material (paint, thermoplastic, etc.).
- b. Color designation and line width.
- c. Lane width.
- d. Line type (solid, skip, etc.).
- e. Typical details for any acceleration/deceleration lanes, turning lanes, cross walks, etc.

19.03.06. DETAILS

Huerfano County Standard Details or Colorado Department of Transportation Standard Details may be referenced without being reproduced on the plans where no modification to a standard is proposed or required. Any modifications to standards will require a specific detail to be included.

19.03.07. STANDARD NOTES

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The following general notes shall appear on the cover sheet or first sheet of all construction plan sets:

- a. A traffic control plan must be submitted to the Huerfano County Road and Bridge Department prior to the issuance of an excavation permit. The traffic control plan must comply with the standards set forth in the Manual of Uniform Traffic Control Devices (MUTCD). The traffic control plan must be signed by an individual certified by the Colorado Department of Highways (CDOH) or the American Traffic Safety Services Association (ATSSA), as a Worksite Traffic Control Supervisor, whose signature shall constitute certification that the plan meets or exceeds MUTCD standards. Included with this plan shall be a detailed drawing of the project location showing all phases of the project, a list of the posted speed limits throughout the project, and a detailed drawing of the traffic control measures to be employed on the project site.
- b. The contractor shall notify the Huerfano County Planning Department at least seven days before starting construction of any public improvements or any construction within the County right-of-way.

19.03.08. RECORD SET DRAWINGS

No set of construction plans will be considered to have final approval, nor will construction be allowed to begin until two complete record set copies of the plans have been submitted to the Planning Department. The record set will be clearly marked "Record Set", and shall bear the signature and seal of the professional engineer responsible for their preparation on every sheet of the plans.

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19.04. FUNCTIONAL CLASSIFICATION

19.04.01. GENERAL

The Colorado Department of Transportation (CDOT) has classified all roads within Huerfano County in conformance with Highway Functional Classification Concepts, Criteria and Procedure by the United States Department of Transportation, Federal Highway Administration. Huerfano County believes it to be in the best interest of the public at large for Huerfano County's functional classification system and classification of each road to be as consistent as possible with the CDOT classification system. To better define and establish certain design requirements (right-of-way width, roadway width, etc.) the local road system classification has been sub-classified as Local Access, Local Minor Residential, Local Industrial, and Local Commercial.

19.04.02. HUERFANO COUNTY ROADWAY CLASSIFICATION STUDY

Huerfano County has adopted the Huerfano County Roadway Functional Classification Study and Huerfano County Roadway Functional Classification Map. The Study and Map are periodically revised and updated.

19.04.03. FUNCTIONAL CLASSIFICATIONS

There are nine road classifications based upon the type and level of service for which the roads are intended. Table 1 in Appendix 2 lists the key design requirements for each of the classifications, and typical cross sections are found in Figures 1 through 9 in Appendix 1.

19.04.04. URBAN AND RURAL DESIGNATIONS

For the purposes of these standards and specifically for determining the appropriate cross-section to be used for a specific road the term urban--and therefore the urban cross-section--shall apply for any road or subdivision where one or more of the following is true:

1. The site lies within an area covered by an approved master drainage plan adopted into the Huerfano Comprehensive Development Plan, and said master drainage plan recommends curb and gutter and/or storm sewer for the road or site in question.
2. The site or road in question carries any of the following zone designations per the Huerfano County Zoning Resolution: Agricultural (A), Rural Residential (RR), Urbanizing Residential (UR), Commercial-Service (C) and Industrial (I).
3. Predominate design grades for the road or roads in question are 1 percent or less.

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4. A roadside drainage ditch adequate to accommodate the 25-year storm event (with maximum 3:1 side slopes and conforming to all other applicable County standards) would be too large to fit within the available road right-of-way without decreasing the width of the roadway itself from the minimum standard.
5. Prevailing character of the surrounding area is consistent with an urban setting--roads are constructed in general conformance with the urban cross-section.
6. The combination of drainage control, access control, pedestrian protection and other factors specific to the site are such that the Board of County Commissioners deems curb and gutter and sidewalk to be in the best interest of the public health, safety, and welfare.

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19.05. DESIGN STANDARDS

19.05.01. GENERAL

This section describes the geometric requirements for each road classification and the maximum and minimum standards applicable to the horizontal and vertical layout of the roads. The Section also covers subjects such as driveway entrances, pavement transitions and design, roadway structures, construction, etc. Almost all requirements are based on safety considerations; therefore, standards which provide a greater degree of safety may be used within reasonable economic limits, but standards which could provide conditions less safe than those described in this Section shall not be used.

19.05.02. DESIGN PERIOD

Geometric designs shall be based on estimated traffic volumes projected 20 years into the future. Variations in this design period may only be authorized by the Board of County Commissioners.

19.05.02.01. Level of Service

All collector and arterial roads shall be designed to provide a level of service C or higher at the 20-year design point. Local roads may be designed to a level of service D.

19.05.03. POLICY ON USE OF STANDARDS

AASHTO Standards

The American Association of State Highway and Transportation Officials (AASHTO) has published policies on highway practice. These are approved references to be used in conjunction with this Section. AASHTO policies represent nationwide standards which do not always satisfy local conditions. When standards differ, the instruction in this Section shall govern.

MUTCD Standards

All traffic control devices and road striping must be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) prepared by the U.S. Department of Transportation.

ITE Standards

Unless otherwise approved by the Board of County Commissioners, all traffic generation estimates shall be in accordance with the publication Trip Generation by the Institute of Transportation Engineers.

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CDOT Standards

Unless otherwise specified herein or specifically modified herein, the Colorado Department of Transportation's M & S Standards and Standard Specifications for Road and Bridge Construction shall control the design and construction of roadway improvements or details not specifically covered by these Standards.

19.05.04. ROAD RIGHT-OF-WAY

The right-of-way requirements shown in Figures 1 through 9 of Appendix 1 and Table 1 of Appendix 2 are based on the minimum space needed for each classification of road when it is constructed to meet ultimate development requirements. The right-of-way must also be adequate to accommodate those utility lines which should be laid outside the road pavement areas.

Adequate right-of-way must be provided for cut or fill slopes, bike paths, sidewalks, traffic control, drainage structures, fire hydrants and other public facilities when required.

19.05.05. EXCEPTION TO RIGHT-OF-WAY STANDARDS

Reduced road right-of-way widths may be approved by the Board of County Commissioners when it can be demonstrated that for a specific location the standard width would be in excess of all known road improvement requirements or when existing or proposed development in the immediate area would make the standard width inappropriate. Normally, when reduced right-of-way widths are allowed a public utility and drainage easement is required between the reduced width and the standard width.

Right-of-way widths in excess of the standard width may be required in special circumstances such as when:

- Cut or fill slopes cannot be confined within the standard width;
- Minimum sight distance lines on horizontal curves are not within the standards;
- Minimum sight distances at intersections are not within the standards;
- Auxiliary lanes are to be provided;
- Additional right-of-way is required to accommodate storm water drainage facilities.

19.05.06. CURB AND GUTTER

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19.05.06.01. Type of Curb and Gutter

Vertical curbs are also called "barrier curbs". They deter vehicle operators from driving onto areas not intended for vehicular use, control parking and provide a channel for longitudinal road drainage. Vertical curbs are required on urban roads. Vertical curbs with gutters are to be constructed in accordance with CDOT Standard M-609-1, Type 2, Section IIB.

The "alternate ramp curb and gutter" depicted in Figure 27 of Appendix 1 may be approved by the Planning Department for certain urban roads subject to the following conditions:

- The road on which the curb is proposed is a low volume, low speed road classified as Local Access or Local Minor Residential.
- The proposed road improvements are fronting a predominately undeveloped area or new subdivision, making it difficult or impossible to ascertain eventual driveway locations.
- It can be demonstrated that all storm drainage entering onto the road will be handled in accordance with County standard criteria.

19.05.06.02. Curb Returns at Road Intersections

The minimum radii for curb returns measured to the back of the curbs shall be in accordance with the following:

Minimum 15 feet when both roads are classified local access.

Minimum 25 feet when one of the roads is classified minor collector or higher. Minimum

25 feet when one or both are classified local commercial.

Minimum 30 feet when one or both are classified local industrial.

Minimum 30 feet when both are classified minor collector or above.

All curb returns shall be provided with sidewalk from PC to PT of the same width as that provided for the sidewalk behind the tangent curb section.

19.05.07. HORIZONTAL CURVES

Horizontal alignment should provide for safe and continuous operation of motor vehicles at uniform design speed for substantial lengths of road. A horizontal curve is required when the angle of change in horizontal alignment is equal to or greater than one degree. The minimum radius of curvature will be determined by the design speed or by the stopping sight distance.

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19.05.08. MINIMUM RADII BASED ON DESIGN SPEED

The table shown below provides a minimum radius of curvature for each of several selected design speeds with and without superelevation of 0.02 ft/ft. Wherever possible, the radii used in design should be larger. If stopping sight distance conditions require a larger radius than one shown in the following table, then the larger radius shall be used. All listed radii are to centerline.

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19.05.08.01. Consideration of Stopping Sight Distance

When items such as walls, buildings, bridge piers, cut slopes, or vegetation growth are near the roadway on the inside of a curve, they can block a driver's view of the road ahead. If they are too close, the driver will not have sufficient distance along the curved roadway to stop when a hazardous condition comes into view. It is assumed that the driver's eye is 3.5 feet above the center of inside lane (the driving lane closest to the inside of curve) and that the hazardous condition is an object 0.5 feet high in the center of the inside lane. The line of sight is assumed to intercept the view obstruction at the mid-point of the line of sight 2.0 feet above the center of the inside lane. The clear distance, M, is measured from the center of the inside lane to the view obstruction. The following is a table of minimum stopping sight distances for various design speeds:

Design Speed (MPH)	Minimum SSD (FT)
20	125
25	155
30	200
35	245
40	300
45	370
50	450
55	545
60	645
65	750

The following equations are to be used when the length of the curve on the center of the inside lane must be equal to or greater than the stopping sight distance for the roadway:

- Assuming that the roadway geometry and design speed are fixed, the stopping sight distance, S, and the radius to the center of the inside lane, R, will be known. The distance, M, found by the following equation will be the closest that an obstruction can be placed to the center of the inside lane:

$$M = R[1 - \cos(28.65 S/R)]$$

- If the radius R (for example the minimum radius based on design speed) and the distance, M, are tentatively selected, then the length, L, of the arc in the middle of the inside lane may be found by the following equation:

$$L = (R/28.65)\cos^{-1}[(R-M)/R]$$

If the length, L, is less than the stopping sight distance for the desired design speed, either the radius, R, or the distance, M, must be increased.

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19.05.08.02. Reduced Design Speed on Curves

The reduction of a road design speed on a curve should be avoided; however, where physical restrictions prohibit increasing the radius of the curve or the clear distance, M, the design speed for the curved section may be reduced with the approval of the Board of County Commissioners. In such circumstances, signing in accordance with the MUTCD is required. The difference between the design speed for the roadway approaching the curve and the design speed for the curve must not be greater than 10 MPH. The design speed for a curved roadway section must not be reduced if the reduction would occur at the end of a long tangent or at any location where high approach speeds may be expected.

19.05.08.03. Central Angles Not Requiring Curves

For central angles smaller than 1 degree no curve is required. In no event shall sight distance nor other safety considerations be sacrificed when a curve is not provided.

19.05.08.04. Compound Curves

A compound curve should be avoided; however, if site conditions make the use of a compound curve unavoidable, the shorter radius shall be at least 2/3 the longer radius when the shorter radius is 1,000 feet or less. Compound curves are not permitted when design speeds require the shorter radius to be greater than 1,000 feet.

19.05.08.05. Tangent Sections Between Curves in the Same Direction

On two-lane roads, tangent sections are needed between two curves in the same direction. If the pavement cross sections through the curves do not have superelevation, the minimum lengths for tangent sections are listed in the following table:

Design Speed (MPH)	Tangent Length (FT)
20	---
25	250
30	300
35	400
40	500
45	500
50	500
55	660
60	660
65	660

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If superelevation is provided in the curved portions of the roadway, then the tangent lengths will be determined by the superelevation transition lengths, which shall be in accordance with the AASHTO publication, A Policy on Geometric Design of Highways and Roads.

19.05.08.06. Tangent Sections Between Reverse Curves & Approaching Intersections

A tangent section must be provided between two curves that curve in the opposite direction. A tangent section must also be provided between an intersection and a curve. If the pavement cross sections through the curves do not have superelevation, the minimum lengths for such tangent sections are listed in the following table:

Design Speed (MPH)	Tangent Length (FT)
20	---
25	100
30	150
35	200
40	250
45	250
50	300
55	300
60	400
65	500

If the curve radii are at least 50% greater than the radii required by the design speed, the tangent sections may not be required, depending on grades, topography and vegetation. If the curves are superelevated the superelevation transition lengths indicated in Table 1 will determine the minimum length of tangent sections between reverse curves.

19.05.08.07. Spiral Curves

Spiral curves are not permitted.

19.05.09. VERTICAL ALIGNMENT

The use of changes in the vertical alignment or grade of a road is necessary for many reasons including changes in topography, drainage requirements and aesthetic factors. A vertical curve is required when a grade change equal to or greater than 2.0% occurs. All sections of a road's vertical alignment must meet stopping and passing sight distance requirements for the design speed established for the road. When considering alternative grade profiles, economic and aesthetic comparisons should be made. For further details, see the AASHTO publication, A Policy on Geometric Design of Highways and Roads.

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19.05.09.01. Longitudinal Road Grades

Maximum and minimum grades for each functional classification are listed in Table 1. Longitudinal road grades which do not comply with Table 1 must be approved by the Board of County Commissioners. Approval will not be granted if safety is compromised, or in the absence of compelling physical constraints.

19.05.09.02. Steep Grades in Mountainous Areas

In mountainous areas, often it is not physically or economically feasible to design a grade profile that will allow uniform operating speeds for all vehicles. Sometimes a long, sustained gradient is unavoidable. A grade profile with sections of maximum gradient, broken by lengths of flatter grade, is preferable to a long, sustained grade only slightly below the maximum allowable.

19.05.09.03. Vertical Curves

Properly designed vertical curves should provide adequate sight distance, safety, comfortable driving, good drainage, and pleasing appearance.

Flat vertical curves may develop poor drainage at the level section. This difficulty may be overcome by a slight adjustment in the grade of gutter or other roadside drainage facility or by shortening the vertical curve. On 2-lane roads where extremely long vertical curves are necessary (over 1,320 feet), it is sometimes more economical to use 4-lane construction than to obtain passing sight distance by the use of a long vertical curve. Broken-back vertical curves (two vertical curves in the same direction separated by a short grade tangent) should be avoided.

Curve Criteria

1. Type of Curve

A parabolic vertical curve is to be used. Figure 10 in Appendix 1 gives all the necessary mathematical relations for computing a vertical curve, either crest or sag.

2. Sight Distance Requirements

Sight distance is the continuous length of road ahead which is visible to the driver. In design, two sight distances are considered: passing sight distance and stopping sight distance. Stopping sight distance is the minimum sight distance to be provided at all points on multi-lane roads and on two-lane local roads where passing sight distance is not required. Stopping sight distance shall also be provided for all elements of intersections at grade, including private road connections.

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a. Stopping Sight Distance

The minimum stopping sight distance is the distance required by the driver of a vehicle, traveling at a given speed, to bring the vehicle to a stop after an object on the road becomes visible.

Stopping sight distance is measured from the driver's eyes, which are assumed to be 3.5 feet above the road surface, to an object 0.5 feet high on the road.

b. Passing Sight Distance

Passing sight distance is the minimum sight distance that must be available to enable the driver of one vehicle to pass another vehicle safely and comfortably, without interfering with the speed of an oncoming vehicle traveling at the design speed should it come into view after the passing maneuver is started. The sight distance available for passing at any location is the longest distance at which a driver whose eyes are 3.5 feet above the road surface can see the top of an object 4.25 feet high on the road.

c. Sight Distance Standards

The following table shows the minimum sight distances to be used for specific design speeds:

Design Speed (MPH)	Minimum Sight Distance	
	Stopping (ft)	Passing (ft)
20	125	800
25	155	950
30	200	1100
35	245	1300
40	300	1500
45	370	1650
50	450	1800
55	545	1950
60	645	2100
65	750	2300

Basic considerations regarding these sight distances are covered in the AASHTO publication, [A Policy on Geometric Design of Highways and Roads](#).

3. Minimum Vertical Curve Length

Minimum vertical curve lengths are determined by sight distance requirements for a given design speed and the algebraic difference in grade for which the curve is being designed.

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a. Crest Vertical Curve Lengths

Minimum crest vertical curve lengths are determined by either the stopping sight distances or the passing sight distances. A minimum curve length based upon passing sight distance for a given road design speed and algebraic grade difference will be several times greater than the curve length based upon stopping sight distance using the same parameters.

1. Roads with Four or More Traffic Lanes

Because these roads have traffic lanes in which vehicles may pass without meeting traffic moving in the opposite direction, the minimum crest vertical curve lengths must only meet stopping sight distance requirement; however, it is desirable that they also meet passing sight distance requirements.

2. Roads with Two Traffic Lanes

The minimum crest vertical curve lengths for two-lane roads shall meet passing sight distance requirements. When crest curve construction in accordance with passing sight distance requirements would result in the creation of drainage problems or excessive cuts or fills, the curve length may be reduced with the approval of the Board of County Commissioners and the installation of no-passing signs and pavement markings.

3. Minimum Curve Length Determined by Stopping Sight Distance

The following equations are to be used to determine the minimum crest vertical curve lengths based upon stopping sight distance requirements:

$$\text{When } S_s < L, L = S_s^2/1329$$

$$\text{When } S_s > L, L = 2S_s - 1329/A$$

Where:

S_s = Stopping sight distance in feet for a given design speed

L = Length of curve in feet

A = Algebraic grade difference in percent

4. Minimum Curve Length Determined by Passing Sight Distance

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When $S_p < L$, $L = AS_p^2/3093$

When $S_p > L$, $L = 2S_p - 3093/A$

Where:

S_p = Passing sight distance in feet for a given design speed
 L = Length of curve in feet

A = Algebraic grade difference in percent

b. Sag Vertical Curve Lengths

Minimum sag vertical curve lengths are determined by either the stopping sight distance or by comfort factors. The longer of the two possible minimum curve lengths will be used.

1. Minimum Curve Length Determined by Stopping Sight Distance

The following equations are to be used to determine the minimum sag vertical curve lengths based upon stopping sight distance requirements:

When $S_s < L$, $L = AS_s^2 / (400 + 3.5S_s)$

When $S_s > L$, $L = 2S_s - (400 + 3.5S_s)/A$

Where:

S_s = Stopping sight distance in feet for a given design speed

L = Length of curve in feet

A = Algebraic grade difference in percent

2. Minimum Curve Length Determined by Comfort Factors

The following equation is to be used to determine the minimum sag vertical curve length based upon comfort factors:

$L = AV^2/46.5$

Where:

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L = Curve length in feet

A = Algebraic grade difference in percent

V = Design speed in miles per
hour

19.05.010. INTERSECTIONS

19.05.010.01. Angle of Intersections

A right-angle intersection provides the shortest crossing distance for intersecting traffic streams. It also provides the most favorable condition for drivers to judge the relative position and speed of intersecting vehicles. Intersection angles which vary from a right-angle by more than 4 degrees are not permitted except on local roads where a divergence up to 15 degrees is permitted when approved by the Board of County Commissioners.

19.05.010.02. Alignment and Profile

Intersections occurring on horizontal or crest vertical curves are undesirable from the standpoint of operation and sight distance. When there is latitude in the selection of intersection locations, vertical or horizontal curvature should be avoided. A line or grade change is frequently warranted when major intersections are involved. If a curve is unavoidable, it should be as flat as site conditions permit. Where the grade of the through roadway is steep, flattening through the intersection area is desirable as a safety measure.

19.05.010.03. Intersection Sight Distance

In order to provide the opportunity for vehicles on a stop-controlled intersection leg to safely cross or make left or right turns onto a non-controlled intersection leg, adequate sight distance must be provided. Two sight distance triangles may be drawn to represent the areas which must be free of all objects, vegetation and topography in excess of two feet above the road surface below the driver's eye on the stop-controlled intersection leg. The AASHTO publication, A Policy on Geometric Design of Highways and Roads identifies the acceptable means for determining the size of the sight distance triangles based upon many variables, including speed, width of the non-controlled leg, etc. It is not practical to attempt to tabulate all possible combinations of the many variables. Each new road intersection or proposed modification of an existing road intersection shall be evaluated in accordance with the AASHTO procedure.

19.05.010.04. Median Openings at Road Intersections

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1. Spacing and Location

If a road has a raised median, it may not be possible to have an opening in the median for every road intersection. Generally, median openings in arterial roads should be provided only for major cross roads. Median openings should be spaced at intervals no closer than 660 feet. If a median opening falls within 50 feet of an access driveway, it should be placed to include the access driveway.

2. Configuration of Openings

The configuration of median openings is to be determined by the AASHTO publication A Policy on Geometric Design of Highways and Roads.

3. Cross Slope

The cross-slope in the median opening shall be limited to a maximum of 0.02 foot per foot. Median openings on curves with superelevation rates exceeding 0.02 foot per foot will not be permitted.

19.05.010.05. Use of Cross Pans at Road Intersections

4. Locations Where Cross Pans Are Prohibited

Cross pans may not be used across roads in the following types of intersections:

- Arterial - Arterial
- Arterial - Collector
- Collector - Collector

Exceptions to this restriction may be approved by the Board of County Commissioners. The purpose of this restriction is to prevent the flow of nuisance water across arterial and collector roads on a frequent basis, and to maintain the traffic flow for which these classifications are required. The gutter profiles for arterial roads and collector roads should be designed with sag curves or sump conditions located as far away from the intersection as practical. This will allow the interception or removal of light storm water and nuisance water, with only the larger flows still reaching and passing through the intersection.

5. Cross Pan Widths

Where cross pans are normally allowed, they shall be designed and constructed in accordance with Colorado Department of Transportation M Standards. If the Board of County Commissioners approves the use of a cross pan across arterial or collector

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roads the width must be designed to meet road design speed requirements. In no case will cross pans be less than 8 feet in width at road intersections on the stop controlled road, nor less than 12 feet in width for all other locations.

19.05.011. CUL-DE-SAC ROADLENGTHS

A cul-de-sac is a road that serves more than one property owner and has only one intersection with the public road system. The following requirements apply the creation by plat or deed of new cul-de-sac roads, both public and private. The length of a cul-de-sac is measured between the centerline of the intersecting road and the radius point of the cul-de-sac. The minimum length of a cul-de-sac road is two times the radius. A cul-de-sac road shall not be longer than 1320 feet and it shall not serve more than 20 single family dwelling units (and shall not serve uses projected to generate more than 200 vehicle trips per day in areas where the land use is other than single family residential).

19.05.012. DEAD END ROADS

Dead end roads will be allowed only where a future extension of the road would be necessary to serve adjacent properties when developed at a future date. When a dead end road is allowed, a temporary turn-around shall be provided. The maximum length of a dead end road shall be the same as the maximum length of a cul-de-sac road. Temporary tum-arounds shall match the physical requirements for cul-de-sac roads, and shall be provided with a temporary easement allowing for maintenance. Traffic control devices will be required that are designed to advise the motoring public of the existence of the dead end and to mark the end of the road.

19.05.013. PAVEMENT CROSS SECTION SLOPES

The typical road cross sections are found between road intersections where there are no dip sections for drainage flow across the road. Undivided roads should have a normal crown which is a two-way cross slope with the cross section high point on the road centerline. Divided roads should have a cross slope on each pavement section with the high point of each section on the edge of the pavement nearest to the median. Unusual conditions may cause cross slope requirements to vary, but normally the cross slope should be in accordance with the following: Standards for Pavement Cross Slopes

Surface Type	Road Type	Slope(%)
Portland Cement Concrete	All	2.0
Bituminous Pavements	Mix All	2.0-2.5
Gravel	Local	2.0-3.0

19.05.014. CROSS SECTION IN ROAD DIP SECTIONS

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Where storm drainage runoff flows must cross the road, dip sections are required. The pavement through the dip section to carry the flow shall have a one-way slope (no crown) and curbing and medians must not be raised. Transitions back to normal road cross slopes will be required at both ends of the dip section.

19.05.015. MEDIANS

19.05.015.01. 5.15.1 MEASURING MEDIAN WIDTHS

The width of a median is measured from back of median curb to back of median curb. If the median has no curb, the width is measured between the centers of the continuous, painted median stripes.

19.05.015.02. Median Widths

Median widths are shown in Figures 1 and 2 in Appendix 1 for principal arterials and minor arterials. The widths shown shall be considered the minimum allowable widths. In special circumstances, the Board of County Commissioners may approve widths other than those listed, but in no case shall a median be constructed with a width less than 5 feet. If a median is to be landscaped, it shall not be less than 8 feet wide.

19.05.015.03. Paved Medians

A median less than 8 feet wide shall be paved. The paved surface should be crowned and have the same cross slope as the road pavement.

19.05.015.04. Unpaved Medians

Medians that are 8 feet or more wide are normally not paved. The grading of the unpaved areas shall be subject to the approval of the Board of County Commissioners and shall assure positive drainage away from the traveled roadways via storm sewer, culverts or other means that do not result in runoff flowing on or across the roadway surface. Additionally, unpaved medians shall be vegetated pursuant to a vegetation plan approved by the Planning Department.

19.05.016. DESIGN SPEED

The design of geometric features such as horizontal and vertical curves will depend upon the design speed selected for the road. The choice of the design speed is primarily determined by the road classification. The design speed is the maximum speed for safe operation of a vehicle that can be maintained over a specific section of a road when conditions are so favorable that the design features of the road govern. Design speeds for the various classifications of roads

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may be found in Table 1. The use of design speeds other than those shown in Table 1 in Appendix 2 may be approved by the Board of County Commissioners.

19.05.017. SUPERELEVATION IN CURVES

19.05.017.01. Superelevation Rates

Superelevation rates of 0.02 ft/ft may be used on all classes of roads. Superelevation rates greater than 0.02 ft/ft may not be used except when specifically approved by the Board of County Commissioners. In no case may it exceed 0.06 ft/ft.

19.05.017.02. Transition for Superelevation

The length of superelevation transition shall be based upon the superelevation rate and the width of rotation. The axis of rotation shall generally be about the pavement centerline. The transition lengths for a superelevation of 0.02 ft/ft are provided in Table 1 in Appendix 2.

With respect to the beginning or ending of a horizontal curve, one-third (1/3) of the transition will be on the curve and two-third (2/3) of the transition will be on the tangent section.

19.05.017.03. Drainage on Superelevated Curves

Whenever superelevation is allowed on a divided road, a storm drainage system to collect the runoff along the median curb shall be provided. In no case shall nuisance water from the higher traveled way be allowed to cross over the lower traveled way.

19.05.018. BRIDGES

For the purposes of this section the term bridge shall mean any structure for the purpose of allowing a public road or trail to cross over any stream, gulch, ditch, drainage way, etc. and

having a span of 4 or more feet. This shall include box culverts and pipe culverts 48 inches or larger in diameter.

All bridge structures to be constructed within the public right-of-way shall be designed by a professional engineer licensed in the State of Colorado and qualified to perform such work. All bridge designs will be in accordance with the Standard Specifications for Highway Bridges adopted by AASHTO, latest edition, and the Colorado Department of Transportation's design and detail memos. Design loading for all bridge structures within a public right-of-way shall be HS 20-44.

19.05.018.01. Bridge Hydraulic Capacity

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The required minimum hydraulic capacity for bridges shall be determined using a design storm frequency based on the following criteria (Q_{50} = peak flow from a 50 year storm event):

Road type	Q_{50}	storm frequency (yr)
Expressway	---	100
Principal Arterial	---	100
Minor Arterial	---	100
Major Collector (urban)	---	100
Major Collector (rural)	> 4000 cfs < 4000 cfs	50 25
Minor Collector (urban)	---	100
Minor Collector (rural)	> 4000 cfs < 4000 cfs	50 25
Local	> 4000 cfs < 4000 cfs	50 25

19.05.018.02. Bridges Within FEMA Designated Flood Hazard Areas

For any structure to be located within a FEMA designated flood hazard area, documentation will be submitted by the design engineer demonstrating that no increase in the 100-year flood elevation will occur due to the structure. Documentation will include Hec 2 analysis and an approved flood hazard area development permit.

19.05.018.03. Acceptance for Maintenance

No bridge structure will be accepted for maintenance by Huerfano County until the Road and Bridge Administrator has been provided with inspection reports prepared by a state approved bridge inspector demonstrating a minimum sufficiency rating of 95 pursuant to the CDOT Structure Inventory Coding Guide and the structure is accepted by resolution of the Board of County Commissioners. At the discretion of the Board of County Commissioners the County may have the bridge inspected along with other County structures during a regular inspection year and bill the bridge owner for the cost of the inspection and resulting report.

19.05.019. GUARDRAIL

Installation of guardrail may be required by the Board of County Commissioners. The AASHTO publication Roadside Design Guide and CDOT M standards will be used as guidelines by the Board of County Commissioners in evaluating the need for guardrail. When required, the installation of guardrail shall comply with CDOT specifications and M standards.

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Item 7a.

**19.05.020. PRIVATE ROADS WITHIN PREVIOUSLY DEDICATED PUBLIC
RIGHT-OF-WAY**

There are numerous road rights-of-way within Huerfano County which were created and dedicated to the public by subdivision plats that pre-date the present regulations (i.e. prior to August 1972). In many instances the roads were never actually constructed or were constructed too poorly to be accepted by the County for maintenance. Instances arise where a private property owner has no legal access to his/her property except over and across a platted, deeded or dedicated right-of-way in which no road exists. Huerfano County will not issue building permits nor certificates of occupancy for any property whose sole access is a public right-of-way not maintained by Huerfano County unless the person or persons desiring to use the right-of-way do one of the following:

- A. Construct the road from its intersection with a maintained public road to a point along the frontage of the property to be accessed which would provide a road frontage equal to or greater than the minimum lot width required by the zone district the property is located in, or the entire frontage of the property, whichever is less. Construction shall be in compliance with all County standards applicable to the road's functional classification. Upon completion of the construction in accordance with all applicable sections of these STANDARDS, application may be made for a building permit.
- B. Apply to the Board of County Commissioners for a vacation of the public road right-of-way. Prior to issuance of the building permit, the person or persons wishing to use the resulting private road for the sole access to their property will be required to record at the Huerfano Clerk and Recorder's office a waiver of maintenance, acknowledging that Huerfano County does not and will not maintain the road.

19.05.021. MAILBOXES

Mailboxes may be located within the public road right-of-way provided they do not create a roadside hazard, do not obstruct vehicular or pedestrian traffic, and do not unreasonably interfere with road maintenance activities such as snow plowing and weed mowing. On roads with traffic volumes in excess of 2000 vehicle trips per day, mailboxes shall be located at least 8 feet away from the edge of the traveled way and shoulder areas shall be provided which are adequate to support all weather vehicular traffic without damage to the public roadway, shoulder, or edge of roadway. Any variance to this requirement will be at the sole discretion of the Board of County Commissioners, and will be due to physical restraints beyond the control of the mailbox owner. In high density areas group or clustered mailboxes may be required. Mailboxes and their supporting structures shall not be allowed within sidewalks. Installation of mailboxes shall comply with Figures 12 through 14 in Appendix 1.

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19.06. PAVEMENT STRUCTURE DESIGN

19.06.01. GENERAL POLICY

The procedure for the design of pavement structure sections shall be based upon the most recent edition of the Colorado Department of Transportation's Roadway Design Manual and the AASHTO Guide for Design of Pavement Structures. Minor modifications to the CDOT manual procedure and specific minimum values of constants or factors are specified herein.

19.06.01.01. Road Surfaces

It is the policy of Huerfano County that the surface of all new roads constructed within a public right-of-way shall be hot bituminous pavement (asphalt) or Portland cement concrete pavement. The sole exception to this policy is any road, which may be constructed with a final gravel surface--subject to the approval of the Board of County Commissioners -- provided:

- a. The projected traffic volume 20 years in the future does not exceed 100 vehicles per day.
- b. The proposed road profile and other design details combined with the surrounding topography and other characteristics will not create the potential for erosion and loss of gravel due to storm run-off.
- c. No special maintenance problems or difficulties due to the gravel surface are anticipated by the Board of County Commissioners considering the location and proposed use of the road.

19.06.01.02. Pavement Thickness

The required thickness of pavement shall be based upon the provisions of this Section 19.06. In no case, however, shall the thickness of hot bituminous pavement for a road to be maintained by the County be less than three inches.

19.06.02. PAVEMENT STRUCTURE DESIGN REPORT

A pavement design report shall be submitted prior to the approval of any roadway construction plans involving new pavement, overlay of existing pavement or widening of existing pavement. The report shall be prepared by a professional engineer licensed to practice in the State of Colorado.

The pavement design report shall include the following minimum information:

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- a. Soil logs along the proposed roadway alignment at a maximum of 500 foot intervals. Logs shall include a soil profile for a minimum depth of four feet below the proposed sub-grade elevation.
- b. Each representative sample shall be classified according to the AASHTO Unified Soil Classification Table, and shall have an Atterberg Limits Test and sieve analysis performed.
- c. The pavement design procedure is based upon the resilient modulus, M_R , of the sub-grade soils. The value of M_R may be obtained from a HVEEM Stabilometer test "R" value by the following formulae:

to convert HVEEM "R" to soil support, S_1

$$S_1 = [("R" - 5)/11.29] + 3$$

to convert S_1 to M_R

$$M_R = 10^{(S_1 + 8.72)/6.24}$$

- d. Proposed average daily traffic volumes (ADT) for each road based on 100% of full development plus a 10% adjustment for construction traffic. Traffic analysis for the purpose of pavement design shall be as specified in Section 19.02.
- e. Recommended structural sections, based on the design considerations, proposed typical sections, and sections of roadway which may require additional stabilization or treatment.

19.06.03. DESIGN CONSIDERATIONS

The following elements are to be used in the design procedure:

- a. The design procedure is based on the number of 18,000-pound single axle Equivalent Design Load Applications (18K EDLA) per traveled lane. In no case shall the design 18K EDLA be less than the following values:

Local Minor Residential	5
Local Access	10
Local Commercial	30

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Local Industrial	60
Minor Collector	50
Major Collector	100
Minor Arterial	200
Principal Arterial/expressway	300

- b. The serviceability loss, Δ PSI, for local roads and minor collectors shall be 2.5; for major collectors and arterials it shall be 2.0.
- c. The reliability factors used shall be the following:

Local Minor Residential	75
Local Access	75
Local Commercial	75
Local Industrial	75

Minor Collector	80
Major Collector	85
Minor Arterial	90
Principal Arterial/expressway	95

- d. Overall standard deviation, S_0 , shall be 0.44 for all designs.
- e. An adjustment to the structural layer coefficients for drainage conditions will not normally be needed for new construction. (Less than the fair drainage assumed under the CDOT method would not be allowed under new construction). In no case will structural layer coefficients be modified by a factor greater than 1.0. In those instances where, due to existing constraints or physical conditions, occasional moisture levels within the base or sub-base may approach saturation, the following factors will apply:

quality of drainage	percent of time pavement is exposed to moisture levels approaching saturation		
	< 1%	1 - 5%	5 -25%
fair	1.0	1.0	0.80
poor	1.0	0.80	0.60
very poor	0.95	0.75	0.40

- f. Strength coefficients per one-inch layer of a given material for layered pavement design purposes shall be as follows:

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hot bituminous pavement	0.44
class 6 base course	0.12
class 2 sub-base course	0.10

Strength coefficients for specially treated base materials for design purposes must be approved by the Board of County Commissioners.

19.06.04. FULL DEPTH ASPHALT

Full depth asphalt designs will only be allowed with the approval of the Board of County Commissioners, and will not be allowed on clay sub-grade soils.

19.06.05. LAYERED DESIGN ANALYSIS

Layered structures (asphalt on aggregate base course) shall be designed in accordance with the principles shown in Figure 16 in Appendix 1. First, the structural number required over the sub-grade soil is computed. In the same way, the structural number required over the sub-base layer should also be computed, using the applicable strength values for each. By working with differences between the computed structural numbers required over each layer, the maximum allowable thickness of any layer can be computed. For example, the maximum allowable structural number for the sub-base material would be equal to the structural number required over the sub-base subtracted from the structural number required over the sub-grade soil. In a like manner, the structural numbers of the other layers may be computed. The thickness for the respective layers may then be determined as indicated in Appendix 1, Figure 15.

Required nomographs and tables are contained in Appendix 1, Figures 16 and 17. An example pavement structure design can be found in Appendix 3.

19.06.06. GRAVEL ROAD DESIGN

The procedure accepted by Huerfano County for selection of base and sub-base thickness for gravel roads is based upon the AASHTO Guide for Design of Pavement Structures. Portions of this section including the tables and nomographs in Appendix 1, Figures 18, 19 and 20 are taken from that publication.

19.06.06.01. Factors

The allowable values for factors used in gravel road design are as follows:

- a. Allowable rutting, RD = 2 inches

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- b. Gravel loss, GL = 2 inches
- c. Serviceability loss, ?PSI= 3.0
- d. Quality of roadbed soils for use in the table in 6.6.1 f shall be based upon HVEEM Stabilometer 11R" value as follows:

R < 15	Very Poor
R = 15 - 25	Poor
R = 25-35	Fair
R = 35-55	Good I
R > 55	Very Good I

- e. Season lengths, in number of months, shall be based upon U.S. climatic region VI, and are as follows:

Winter (roadbed frozen)	3.0 months
Spring thaw (roadbed saturated)	1.5 months
Summer ?(roadbed dry)	4.5 months
Spring/fall (roadbed wet)	3.0 months

- f. Seasonal roadbed soil resilient moduli, MR (psi), as a function of the relative quality of the road bed material shall be as follows:

Quality of roadbed soil	Season (<u>roadbed soil moisture condition</u>)			
	Summer	!Winter	Spring-thaw	Spring/fall
very good	20,000	2,500	8,000	20,000
good	20,000	2,000	6,000	10,000
fair	20,000	2,000	4,500	6,500
poor	20,000	1,500	3,300	4,900
very poor	20,000	1,500	2,500	4,000

19.06.06.02. Gravel Design Example

An example of a gravel roadway design is contained within Appendix 3, including text descriptions of the design steps in the AASHTO method.

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19.07. ROADWAY ACCESS

19.07.01. AUTHORITY

Pursuant to Section 43-2-147(1), C.R.S., local governments are authorized to regulate vehicular access to and from any public roadway under their respective jurisdiction from or to property adjoining the roadway.

19.07.02. PURPOSE

It is the purpose of this section to provide the procedures and standards necessary to protect the public health, safety and welfare, to maintain smooth traffic flow, to maintain proper roadway drainage and to protect the functional level of the County road system while meeting state, regional, local and private transportation needs and interests.

19.07.03. IMPLEMENTATION

No person shall construct any access providing direct movement to or from any Huerfano County maintained roadway without an approved County access permit or a State Highway access permit when applicable. Huerfano County Road Access Permits shall be issued only in compliance with Section 19.07 of the Huerfano County Land Use Code. In no event shall an access be allowed or permitted if it is detrimental to the public health, safety or welfare.

State Highway permit application, permit instructions and the State Highway Access Code can be obtained from the [CDOT Website Access Permit Page](#).

Excerpt from the [State Highway Access Code](#):

Section 2.6 Changes in Land Use and Access Use

(1) It is the responsibility of the property owner and permittee to ensure that the use of the access to the property is not in violation of the Code, permit terms and conditions or the Act. The terms and conditions of any permit are binding upon all assigns, successor-in-interest, heirs and occupants. If any significant changes are made or will be made in the use of the property which will affect access operation, traffic volume and or vehicle type, the permittee or property owner shall contact the local issuing authority or the Department to determine if a new access permit and modifications to the access are required.

The State Highways within Huerfano County are comprised of SH12, SH160, SH10, SH69 and I-25.

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19.07.04. APPLICATION FOR A PERMIT AND ISSUANCE OF PERMITS

19.07.04.01.

Persons wishing to apply for direct access to a County maintained roadway shall apply to the Road and Bridge Department on a standard form provided by the Department. In addition to the form, the Road and Bridge Department may require any or all of the following items:

- a. Site plan showing location of proposed access and proposed improvements. Plan shall show any existing access.
- b. Roadway and driveway plan and profile.
- c. Drainage plan of the site demonstrating mitigation of impact to the County roadway and drainage system.
- d. Any proposed improvements, modifications or structures within the County right-of-way.

19.07.04.02.

Upon receiving a complete application for an access permit, the Construction Inspector shall inspect the site and inform the applicant of the site specific requirements for construction of the access. Such requirements may include surface treatment of driveway, culvert or other drainage structures, width of access, etc.

19.07.04.03.

The actual access permit will not be finalized until construction of the access has been completed in accordance with the specifications of this Article and in compliance with the site specific requirements as determined by the Road and Bridge Department after field inspection.

19.07.04.04.

Construction of an access shall be complete and accepted by the County inspector before the access is used for its intended purpose. The permit will expire if construction is not completed within 6 months of application date. Re-application will be required.

19.07.05. ACCESS CONTROL STANDARDS

It is the policy of Huerfano County that private direct access to the public road system will be provided by way of the lowest classified road possible. For example, no private direct access shall be granted to a property from an arterial road when the property can be accessed from a collector or lower classified road. Similarly, no private direct access shall be granted to a property from a collector road when the property can be accessed from a local access

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road.

Exceptions to this policy will be made only when it is demonstrated that a severe hardship would be caused the property owner by strict enforcement of the policy, a hardship arising from the unique circumstances or characteristics of the particular site.

19.07.05.01. Principal and Minor Arterials

When private direct access is allowed to an arterial road, the following restrictions shall apply:

- a. No more than one access approach shall be provided to an individual parcel or to contiguous parcels under the same ownership, unless it can be demonstrated that additional accesses would be beneficial to the safety and operation of the road system.
- b. On two lane arterials access approaches may be limited to only right-in and right-out turning movements if the access is within 500 feet of the nearest intersection.
- c. No access shall be permitted within 300 feet of a median opening unless the access is directly aligned with the median opening.
- d. No access configuration will be allowed that requires a vehicle to back out onto the roadway.

Intersections shall be spaced no less than one half mile apart on principal arterials and one quarter mile apart on minor arterials, unless such spacing is impractical or impossible due to topographic or other physical limitations.

19.07.05.02. Major Collectors

When private direct access is allowed to a major collector road, the following restrictions shall apply:

- a. No more than one access approach shall be provided to an individual parcel or to contiguous parcels under the same ownership, unless it can be demonstrated that additional accesses would be beneficial to the safety and operation of the road system.
- b. On two lane major collectors access approaches may be limited to only right-in and right-out turning movements if the access is within 500 feet of the nearest intersection.
- c. No access shall be permitted within 300 feet of a median opening unless the access is directly aligned with the median opening.
- d. No access configuration will be allowed that requires a vehicle to back out onto the roadway.

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Major intersections--those with another collector or higher classified road--shall be spaced no less than one quarter mile apart on major collectors, unless such spacing is impractical or impossible due to topographic or other physical limitations. Spacing of public and private local access roads shall be no less than 300 feet.

19.07.05.03. Minor Collectors and Local Access Roads

Intersections shall be spaced no less than 150 feet apart unless such spacing is impractical or impossible due to topographic or other physical limitations.

19.07.06. CONSTRUCTION OF ACCESS

19.07.06.01.

The expected dates of construction and use of the access shall be included on the application for the permit. The applicant shall notify the Road and Bridge Department at least 72 hours prior to any construction within the County right-of-way.

19.07.06.02.

The Construction Inspector shall inspect the access during construction as needed and upon completion of construction to ensure that all terms and conditions of the permit application are met.

19.07.06.03.

The construction of the access and its appurtenances as required by the terms and conditions of the permit application shall be completed at the sole expense of the applicant. Huerfano County will not supply either materials or labor for the construction of the access and appurtenances.

19.07.06.04.

It is the responsibility of the applicant to complete the construction of the access according to the terms and conditions of the permit. The Road and Bridge Department may order a halt to any unauthorized construction or use of an access.

19.07.06.05.

All construction within the County right-of-way shall be performed only by a licensed, bonded, and insured contractor, pursuant to Huerfano County Resolution No. 06-024 As Amended.

19.07.06.06.

Adequate traffic control and construction signing in conformance with the most recent edition of the Manual on Uniform Traffic Control Devices is required at all times during construction of the access. All such traffic control and signing shall be at the applicant's expense and shall

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not be provided by Huerfano County.

19.07.06.07.

The allowable hours of work within the County right-of-way may be restricted due to peak hour traffic demands, storm water flow, or other pertinent operating restrictions.

19.07.06.08.

All roadway access improvements including pavement, curbs, gutters, sidewalks, drainage structures, ditches and auxiliary lanes shall be within the County right-of-way. Any additional right-of-way required for such improvements must be dedicated or deeded to Huerfano County prior to construction beginning.

19.07.07. USE OF ACCESS

19.07.07.01.

It is the responsibility of the property owner to ensure that the use of the access is in compliance with this Section and all conditions and terms of the permit.

19.07.07.02.

Access permits are issued for a specific use or type of service. No change in the type of use or service (for instance from single family residential to commercial) may be made without the property owner applying for an amended access permit and securing approval from the Road and Bridge Department. Any change in the land use of the property served by the access which, in the opinion of the Road and Bridge Department, can be reasonably expected to result in a significant change in the volume or type of traffic using the access may necessitate issuance of a new or amended access permit.)

19.07.07.03.

Any access, whether constructed before, on, or after the date of adoption of these STANDARDS, may be required by the County to be reconstructed or relocated to conform to this Section, either at the property owner's expense if the reconstruction or relocation is necessitated by a change in the use of the property which results in a change in the type of access operation; or at the expense of the County if the reconstruction or relocation is necessitated by changes in road or traffic conditions.

19.07.08. ILLEGAL ACCESSES

For the purposes of these STANDARDS any access for which any of the following statements is true shall be considered an illegal access:

- a. The access was installed after the enactment of these STANDARDS without an access permit being applied for and issued.

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- b. The access was installed or is being used contrary to the terms and conditions of an access permit application or an approved access permit.
- c. The land use of the property or the type of the service for which the access is being used has changed significantly since these STANDARDS were enacted without an access permit or amended permit being granted.

19.07.08.01. Policy for Correcting Illegal Accesses

Upon discovery of an access considered illegal under the terms of this section, the Road and Bridge Department will send written notice to the property owner. The notice will be sent via certified mail, return receipt requested, to the last known address of the owner as shown in the records of the County Assessor's Office. Such notice will include a description of all steps necessary to bring the access into compliance. If the property owner fails to bring the access into compliance within 30 days of the written notice the Road and Bridge Department may, at its option, install barriers across the access or remove the access.

19.07.09. DRAINAGE

The roadway drainage system is for the protection of the Huerfano County roadway and right-of-way. It is not designed or intended to serve the drainage requirements of abutting properties beyond the levels which have historically flowed to the County right-of-way. Drainage to the County right-of-way shall not exceed the undeveloped historical flow.

19.07.09.01.

Drainage structures constructed as part of an access shall not restrict or obstruct the existing drainage system, and shall be in accordance with approved drainage plans or studies where applicable. Culverts shall be a minimum of 18 inches in diameter and Annular CMP. Length, diameter, cover, type, and inlet and outlet elevation of all culverts is subject to approval of the Road and Bridge Department.

19.07.09.02.

Accesses shall be constructed in such a manner that does not cause erosion and will not result in deposition of silt and debris upon the County roadway. Accesses which slope down toward the public road will be constructed to include suitable means of assuring water does not run onto or across the traveled public way. This may include crown, borrow ditches, pans, etc. along the access sufficient to direct water to the existing drainage facilities along the public road.

19.07.010. DRIVEWAYS

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19.07.010.01. Geometric Standards

Driveways shall conform to the geometric standards illustrated in Appendix 1, Figures 21 through 23. Any variation from the requirements shown due to physical site restrictions or unusual circumstances must be approved by the Board of County Commissioners.

19.07.010.02. Location

Location of driveways shall be in accordance with Figure 24 in Appendix 1

19.07.010.03. Miscellaneous Requirements

- a. Only one residential access per lot or parcel will be allowed unless lot frontage is of sufficient width to allow a minimum spacing of 50 feet between driveways on one parcel or lot.
- b. If the road which will be accessed is paved, the Applicant shall pave the full width of the driveway access from the edge of the roadway asphalt a distance toward the property line which is the largest of any of the following which apply:
 - 1. Top of the borrow ditch bank on the property line side of the ditch.
 - 2. Back of sidewalk.
 - 3. High point of driveway swale on the property line side of the driveway swale.

In no case will the driveway paving extend less than 5 feet from the edge of the roadway asphalt. The minimum depth of asphalt paving shall be two lifts of two inches each of grade C or CX hot bituminous paving. The paving shall be placed on top of a minimum 6 inches of class 6 aggregate base course material which has been compacted to 95% standard Proctor density.

- c. If the road which will be accessed is not paved, the driveway shall be constructed with class 6 aggregate base course material a minimum of 9 inches in depth from the edge of the road to the property line.
- d. If an unlined drainage ditch exists along the road to be accessed, the Applicant must supply and install a culvert pipe in the driveway. The length and diameter of the pipe shall be as determined by the Road and Bridge Department, but in no case shall the pipe be smaller than 18 inches in diameter nor less than 20 feet in length. The pipe will be bedded with a minimum of 6 inches of class 6 aggregate base course material with a minimum of 1 foot of cover over the pipe, compacted to 95% standard Proctor density. A swaled access is a permissible alternative assuming all other conditions are met, at the discretion of the Road and Bridge Department.

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e. Culvert pipes shall be given one of the following end treatments at both the inlet and outlet ends at the discretion of the Inspector:

- * Concrete slope paving--see Figure 25 in Appendix 1.
- * Concrete headwall--see Figure 26 in Appendix 1.

19.07.011. DRIVEWAY LOCATION LIMITATIONS

A NEW driveway access will not be allowed:

1. Within 10 feet of any commercial property line except when it is a joint-use driveway serving two abutting commercial properties and access agreements have been exchanged between, and recorded by, the two abutting property owners;
2. When the total width of all driveways, existing and proposed, serving a given property would exceed 50% of the curb line frontage where such frontage is 100 feet or less;
3. Within 50 feet of the right-of-way line of an intersecting non-arterial road;
4. Within 100 feet of the tight-of-way line of an intersecting arterial road;
5. Within 100 feet of an approved median opening location on an arterial road;
6. Within 25 feet of a guardrail ending;
7. Within 100 feet of a bridge structure;
8. Within the minimum spacing as established by Figure 24 in Appendix I; or,
9. When adequate sight distance cannot be provided to vehicles on the driveway attempting to access the road.

Exceptions may be made by the Board of County Commissioners where the application of these standards would create undue hardship to the abutting property owners.

19.07.012. SPEED CHANGE LANES

Speed change lanes for right turning movements are required for any access (including public and private roads, driveways, etc.) based upon posted speed limits and traffic volumes according to the warrants listed in the following table.

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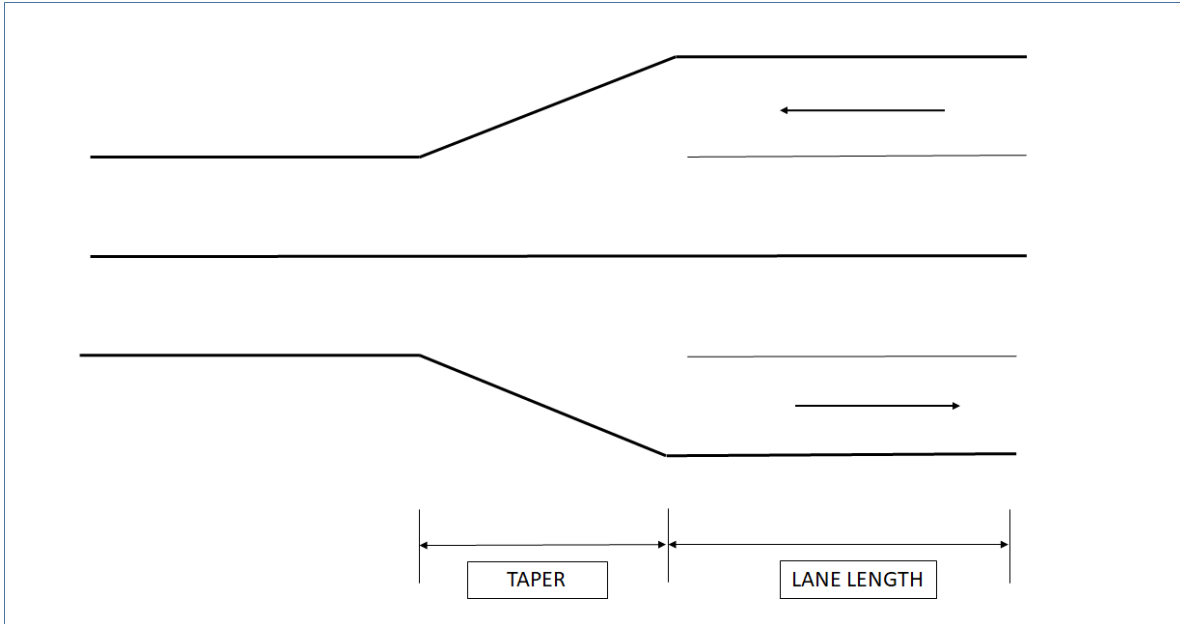
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RIGHT TURN LANE WARRANTS					
Posted Speed of Main Road in MPH					
	25	30 to 40	45 to 50	55	For a
If the DHV of the main road is	500	400	200	150	2 lane road
	1400	1200	800	600	4 or more lanes
DHV/ADT (DESIGN HOUR VOLUME/AVERAGE DAILY TRAFFIC)					
and the DHV or ADT of the access or minor Road is	50/140	0/350	20/175	15/150	2 lane road
	70/625	60/550	40/350	25/225	4 or more lanes
a) For roads with four travel lanes, DHV values of the main road will be only in the direction of the access approach.					
b) A right turn acceleration lane is not required if the posted speed is 40 mph or less, nor at a signalized intersection.					

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When required, speed change lanes for right turning movements shall be constructed in accordance with the following figure and table:



RIGHT TURN LANE				
	Acceleration Lane		Deceleration Lane	
Posted Speed	Lane Length	Taper	Lane Length	Taper
30	90	100	105	80
35	165	125	130	105
40	200	180	150	140
45	270	210	190	160
50	440	240	225	180
55	500	300	250	240

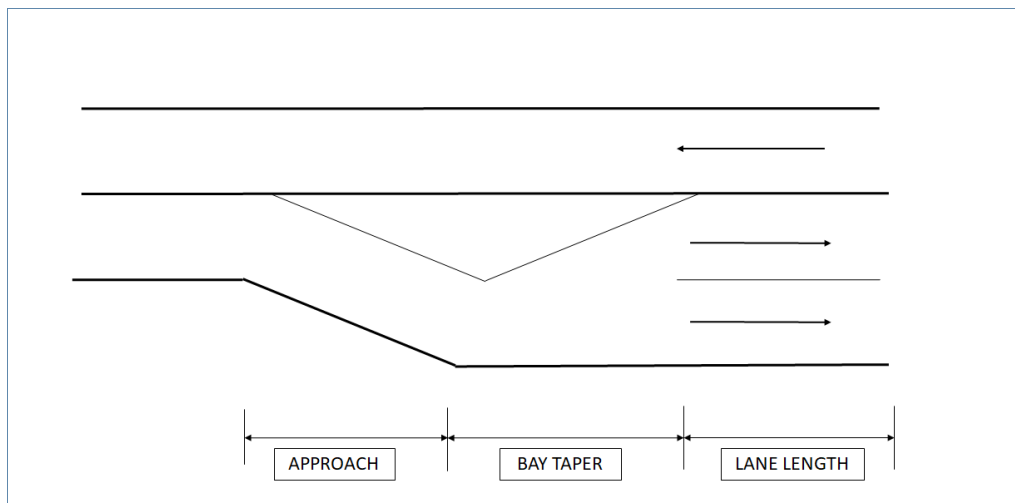
Speed change lanes for left turning movements are required for any access (including public and private roads, driveways, etc.) based upon posted speed limits and traffic volumes according to the warrants listed in the following table.

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LEFT TURN LANE WARRANTS					
Posted Speed of Main Road in MPH					
	25	30 to 40	45 to 50	55	For a
If the DHV of the main road is	500 1000	400 900	200 600	150 400	2 lane road 4 or more lanes
DHV/ADT					
and the DHV or ADT of the access or minor road is	30/250 45/375	20/175 30/250	15/125 20/175	12/100 12/100	2 lane road 4 or more lanes
a) For roads with four travel lanes, DHV values of the main road will be only in the direction of the access approach.					
b) A right turn acceleration lane is not required if the posted speed is 40 mph or less, nor at a signalized intersection.					

When required, speed change lanes for left turning movements shall be constructed in accordance with the following figure and table:



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LEFT TURN LANE			
Posted Speed	Approach Taper	Bay Taper	Lane Length
30	280	100	135
35	350	125	150
40	420	150	165
50	630	200	235
55	700	250	250

For use of the above figures and tables and the design of speed change lanes, the following notes apply:

- Minimum width of speed change lanes shall be 12 feet, exclusive of shoulder.
- The design hour volume, DHV, shall be considered the average peak hour volume.
- Applicants for residential accesses serving more than 10 dwelling units, commercial accesses, and industrial accesses shall submit a traffic study which includes estimates of the volume and type of traffic to be using the access at build-out, turning movements into and out of the access, the effect of the proposed access on the existing traffic on the public road to be accessed, and any other information deemed by the Road and Bridge Department to be necessary to evaluate the specific site requirements.
- The lengths shown for speed change lanes are minimum lengths which may need to be increased due to grade, sight distance, topography, etc. For grades of 3 percent or more the lane length shall be increased in accordance with the factors contained in the Colorado Department of Transportation's Roadway Design Manual.
- For deceleration lanes where vehicle turning movements are 30 DHV or more, additional storage length is required according to the following:

DHV of Deceleration Lane	Additional Storage Length
30	25
60	50
100	100
200	175
300	250

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19.07.013. APPLICATION FEES

Minimum administrative and inspection fees shall be charged to the applicant for any access permit. The fee is intended to cover the actual cost incurred by the County in administration of the permit and inspection of the proposed location of the access and construction of the access for compliance with the standards outlined in this policy.

19.07.013.01.

The minimum permit fee for an access permit shall be as adopted by resolution of the Board of County Commissioners:

Type of Access (based on use)	Fee
Residential	\$100.00
Agricultural	\$100.00
Commercial	\$150.00
Industrial	\$150.00

19.07.013.02.

The minimum application fees are due and payable at the time of application and prior to the issuance of any permit.

19.07.013.03.

In addition to the minimum fees, the applicant will be billed for additional costs incurred by the County as a result of the applicant's failure to comply with the conditions and terms of an access permit application or the requirements for notification prior to construction as stated herein. The additional costs will be based upon the actual time spent by the Construction Inspector or other designated representative in inspecting the construction of the access when more than the initial field inspection of the construction is required due to the failure of the applicant or their hired contractor to comply with the requirements and specifications of this policy. The actual cost will be determined based upon the actual time spent in such additional inspections, including travel time, multiplied times the loaded wage rate for the inspector involved.

19.07.014. DAMAGE TO COUNTY ROADWAY AND IMPROVEMENTS

Any damage to the pre-existing County roadway, drainage ways, structures, traffic control devices, etc. within the County right-of-way arising from or occurring during the construction of the roadway access, or performed on the property served in connection with the use for which the permit is applied, shall be promptly repaired by the applicant prior to the final issuance of the permit. All debris, rubble, excess material, etc. will be removed from the County right-of-way.

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19.07.014.01. Nuisances

- A. Intentionally or unintentionally causing a County Road to become damaged, blocked, partially blocked, or otherwise impassable shall be considered a nuisance and the responsible party will be charged an impact fee and other fees allowed by law. and will be assessed for the cost of damage.
- B. Creating obstructions or hazards in the right-of-way may be subject to prosecution under CRS 43-5-301

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19.08. CONSTRUCTION SPECIFICATIONS

19.08.01. GENERAL POLICIES

For the purposes of this Section, "work" shall be defined as the providing of labor, materials and equipment necessary for the completion of the construction, re-construction, repair, modification or relocation of road, drainage, traffic control, utility and other structures, appurtenances, or improvements within the right-of-way or related easements as required by a land use approval or allowed by an access or excavation permit.

Huerfano County and Colorado Department of Transportation Construction Specifications.

During the execution of the work, all materials, performance, and quality of work shall conform to the requirements of these STANDARDS and the most recent edition of the Colorado Department of Transportation's Standard Specifications for Road and Bridge Construction.

Specific modifications to the CDOT Specifications are made within this Section.

If these STANDARDS or the CDOT Specifications do not cover a specific situation during the course of work, applicable specifications must be approved by or obtained from the Board of County Commissioners. The Board of County Commissioners shall be the final authority on the meaning or interpretation of all specifications. In the event of a conflict between these STANDARDS and CDOT Specifications, these STANDARDS shall control.

19.08.02. CONTROL OF WORK

All work done within County road right-of-way and applicable work done on private property shall be inspected and documented by Huerfano County to ensure compliance with these STANDARDS, the approved plans, and any subdivision improvements agreement. The Huerfano County Road and Bridge Department shall have the authority to control work as determined by these STANDARDS, decide all questions which may arise as to the quality and acceptability of materials furnished or the work performed, or as to the rate of progress of the work, and to decide all questions as to the interpretation of the approved plans.

The Road and Bridge Department shall, in writing, suspend the work in whole or in part due to the failure of the contractor to correct conditions unsafe for the general public; for failure to carry out provisions of these STANDARDS and approved plans; for failure to carry out written or verbal orders as a result of unsatisfactory work found during inspections; for periods of time due to unsuitable weather conditions; for conditions considered unsuitable for the proper execution of the work; or for any other condition or reason deemed to be in the public interest or to protect the public health, safety and welfare.

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19.08.03. AUTHORITY OF THE INSPECTOR

The Road and Bridge Department shall be represented by the Construction Inspector, or other official as designated by the Board of County Commissioners, who is authorized to inspect all work done and materials furnished. The inspector shall not be authorized to waive any provisions of these STANDARDS or the approved plans, nor to issue instructions contrary to these STANDARDS or the approved plans. The inspector shall not act as a foreman for the contractor nor supervise or direct the work.

19.08.04. THE PROJECT ENGINEER

The Project Engineer shall be the duly authorized agent of the developer and/or the contractor and has immediate charge of the engineering details of the work. It shall be the responsibility of the Project Engineer:

- a. To provide to the Construction Inspector any engineering details, documentation, or any other information regarding the prosecution of the work.
- b. To provide to the Road and Bridge Department, for written approval, any proposed alterations to the approved plans and specifications before any such modifications are incorporated into the work.
- c. To provide "as-built" plans to the Road and Bridge Department upon completion of all work to be performed on the project as a condition of final approval of the work.
- d. To furnish and set construction stakes and marks establishing all lines, grades and measurements necessary to the proper execution of the work in its final location as shown on the approved plans.

19.08.05. INSPECTION AND TESTING

To ensure compliance with these STANDARDS and the approved plans, adequate in-progress inspection and testing is required.

All materials and each part or detail of the work shall be subject to the inspection of the Construction Inspector. The Construction Inspector shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Project Engineer and Contractor as required to make a complete and detailed inspection.

When the construction specifications of other jurisdictions (such as water or sewer districts) are used to govern a portion of the work or are included within the approved plans, written

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approval shall be provided by the other jurisdictions and made available to the Construction Inspector prior to final acceptance of the work. Regular in-progress materials testing shall be provided to the Construction Inspector in a timely manner during the course of the work, and shall be a requirement of final acceptance. The interval of in-progress materials testing shall conform to the most current testing schedule established by the Colorado Department of Transportation, Materials Testing Section. The number of tests and their location are subject to approval of the Construction Inspector. All materials testing shall be performed by an independent laboratory under the supervision of a Colorado licensed professional engineer at the expense of the developer, Project Engineer or Contractor. Huerfano County may at its option perform such additional quality control testing as it deems appropriate and necessary or desirable at its own expense.

Any work done or materials used without inspection or testing may be ordered removed or replaced. The Construction Inspector may, at any time before acceptance of the work, direct the contractor to remove or uncover any portion of the finished work. After examination, and after approval of the work by the Construction Inspector, the Contractor shall restore the portions of the work disturbed to the standard required by the plans and specifications.

19.08.06. REMOVAL OF UNACCEPTABLE OR UNAUTHORIZED WORK

All work which does not conform to these STANDARDS and the approved plans shall be considered unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause found to exist prior to final acceptance of the work. Unacceptable work shall be removed and replaced according to these STANDARDS prior to acceptance of the work.

Work shall not be done without lines and grades per Section 19.08.04 of this Section. Any work done contrary to the instructions of the Project Engineer or Construction Inspector shall be considered unauthorized and may be ordered removed.

19.08.07. USE OF APPROVED PLANS AND SPECIFICATIONS

Any work performed without approved (record set) plans and specifications shall be considered unauthorized and may be ordered removed and the prior existing conditions restored.

The approved plans, specifications, supplementary specifications, standards, supplementary standards and any special provision required or approved by the County shall be considered complimentary to describe and provide for complete work.

The Contractor shall not take advantage of any error or omission in the approved plans, standards and specifications. In the event an apparent error or omission is discovered, the Project

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Engineer and the Construction Inspector shall be notified. The Project Engineer shall make corrections required, subject to approval by the Board of County Commissioners.

19.08.08. FINAL ACCEPTANCE

Upon written notice from the developer of the completion of all work, the Construction Inspector shall make a final inspection. If all construction provided for in the approved plans, performance guarantee and/or subdivision improvement agreement is found by the Board of County Commissioners to be satisfactory, the procedure for acceptance by the Board of County Commissioners for maintenance or release of the performance guarantee may be initiated. If, however, the inspection discloses any work in whole or in part as being unsatisfactory or incomplete, the County shall notify the developer in writing of the deficient items. In the event the work is not complete, the developer is responsible for maintenance of the work until such time as all such items are completed or corrected and a re-inspection has been made.

19.08.09. MODIFICATIONS TO CDOT SPECIFICATIONS

The following modifications or additions are made to the Colorado Department of Transportation's Standard Specifications for Road and Bridge Construction. These modifications and additions shall apply to all work covered under these STANDARDS.

a. Class 6 aggregate base course material shall be crushed material, with at least 50 per cent of the material remaining upon the #4 sieve having at least two fractured faces. No slag based Class 6 aggregate base course material will be allowed as a final surface treatment. Slag based Class 6 aggregate base course will be acceptable for base material under a final asphalt or concrete paving course.

b. Aggregate for Hot Bituminous Paving shall conform to the following:

Grading C--50 percent of the material passing through the 3/4-inch sieve and retained upon the # 4 sieve shall have a minimum of two fractured faces.

Grading CX--50 per cent of the material passing through the 1/2-inch sieve and retained upon the # 4 sieve shall have a minimum of two fractured faces.

c. Bon-ow material--All borrow material used within the right-of-way shall meet the following requirements and be subject to approval of the Board of County Commissioners:

All borrow material shall be non-organic, and contain no trash or perishables nor particles exceeding 4 inches in size, and shall have a minimum dry density of 90 lbs./cu. ft.

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All borrow material shall consist of material which is essentially a granular soil with a minimum "R" value of 40, a maximum liquid limit of 30, a maximum plasticity index of 6, and the following grain size distribution:

Sieve Designation	% Passing
4 inch	100
#200	3-20

d. Culvert pipe--All culvert pipe installed within the public right-of-way shall conform to one of the following:

Corrugated steel pipe--16 gauge or heavier, annular, in compliance with AASHTO designation M 36.

e. Aggregate base course material for final surface of gravel roads shall have a maximum liquid limit of 25, a plasticity index of 6 or less, and shall consist of a crushed naturally occurring rock material (no slag) with at least 50 per cent of the material remaining on the # 4 sieve having at least two fractured faces. In addition, the material will meet the following gradation:

Sieve Designation	% Passing
1"	100
1/2"	75 -- 85
no.4	30 -- 65
no. 8	25 -- 55
no.200	12 -- 18

All other CDOT specifications for aggregate base course not modified above shall apply.

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19.09. CATTLE GUARDS ON PUBLIC ROADWAYS

19.09.01. DEFINITION.

Colorado Revised Statute 43-2-211 Cattle guards - specifications. The board of county commissioners of a county has authority to establish cattle guards on highways at the expense of the county or to permit the owners of land adjoining a county highway to establish cattle guards on highways at the expense of the landowners. All such cattle guards shall be established according to fixed specifications and design and under the supervision of the board of county commissioners.

Note: Alternate specifications and design, as well as, cost may be reviewed or modified by the Board of County Commissioners from time to time.

19.09.02. REQUEST FOR INSTALLATION.

The request for a cattle guard shall be reviewed on a case by case basis. No person shall be entitled to installation of a cattle guard in a county road. In determining whether to install a cattle guard, the Huerfano County Road & Bridge Department shall consider the circumstances at the requested cattle guard site, including but not limited to number and location of other existing cattle guards, convenience of location for future county maintenance, weather and wind conditions at the site, condition of relevant fencing and other appropriate factors.

If the request for installation of a new cattle guard is approved, the requesting party shall pay \$3,500.00 to Huerfano County for the cattle guard and installation. Once installed the cattle guard shall become the property of Huerfano County who shall be responsible for perpetual maintenance.

If all attending facts and circumstances justify the waiver of all or a portion of the cost of the cattle guard, base, and installation, the requesting party may apply to the Board of County Commissioners and request a waiver of all or a portion of the costs and fees. The decision of the Board of County Commissioners shall be a final decision. No waiver granted to any landowner shall constitute precedent or expectation of future waivers to other landowners. Each waiver request shall be considered based on the facts and circumstances in existence regarding the particular site for which the waiver was requested.

19.09.03. MAINTENANCE AND REMOVAL.

Huerfano County, acting by and through Huerfano County Road and Bridge Department, shall own and maintain all existing cattle guards located on and across county roadways until such time as any

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such cattle guard is no longer required. The determination as to whether or not a particular cattle guard is no longer required shall be left to the discretion of the adjacent property owners. Where it is determined that a particular cattle guard is no longer required, it shall then be removed by Huerfano County and either junked, stored for further use, or used to replace other cattle guards located on or across county roadways is deemed appropriate by Huerfano County. (Res. 06-24 As Amended)

19.09.04. CATTLE GUARD CONSTRUCTION--COUNTY SPECIFICATIONS TO BE MET.

A party requesting that a cattle guard be established at a location not presently served by a cattle guard must fund the entire cost of the construction and installation of an approved cattle guard. Each approved cattle guard must be constructed and installed by a licensed, bonded and insured excavator in accordance with the county's existing excavation permit regulations. Huerfano County shall provide a standard for cattle guard construction to the person desiring to establish an approved cattle guard (*reference Colorado Department of Transportation M-61 I, pages 1 & 2: 2-7/8" drill stem may be substituted/or the S4x7. 7 and C4x7.25 beams as shown*). During the construction and installation process, Huerfano County shall inspect the construction and installation of the cattle guard to insure it is being constructed and installed in accordance with county specifications before it shall be considered an approved cattle guard. Following the construction and installation of a cattle guard, Huerfano County must accept the cattle guard as being constructed and installed in accordance with county specifications before it shall be considered an approved cattle guard.

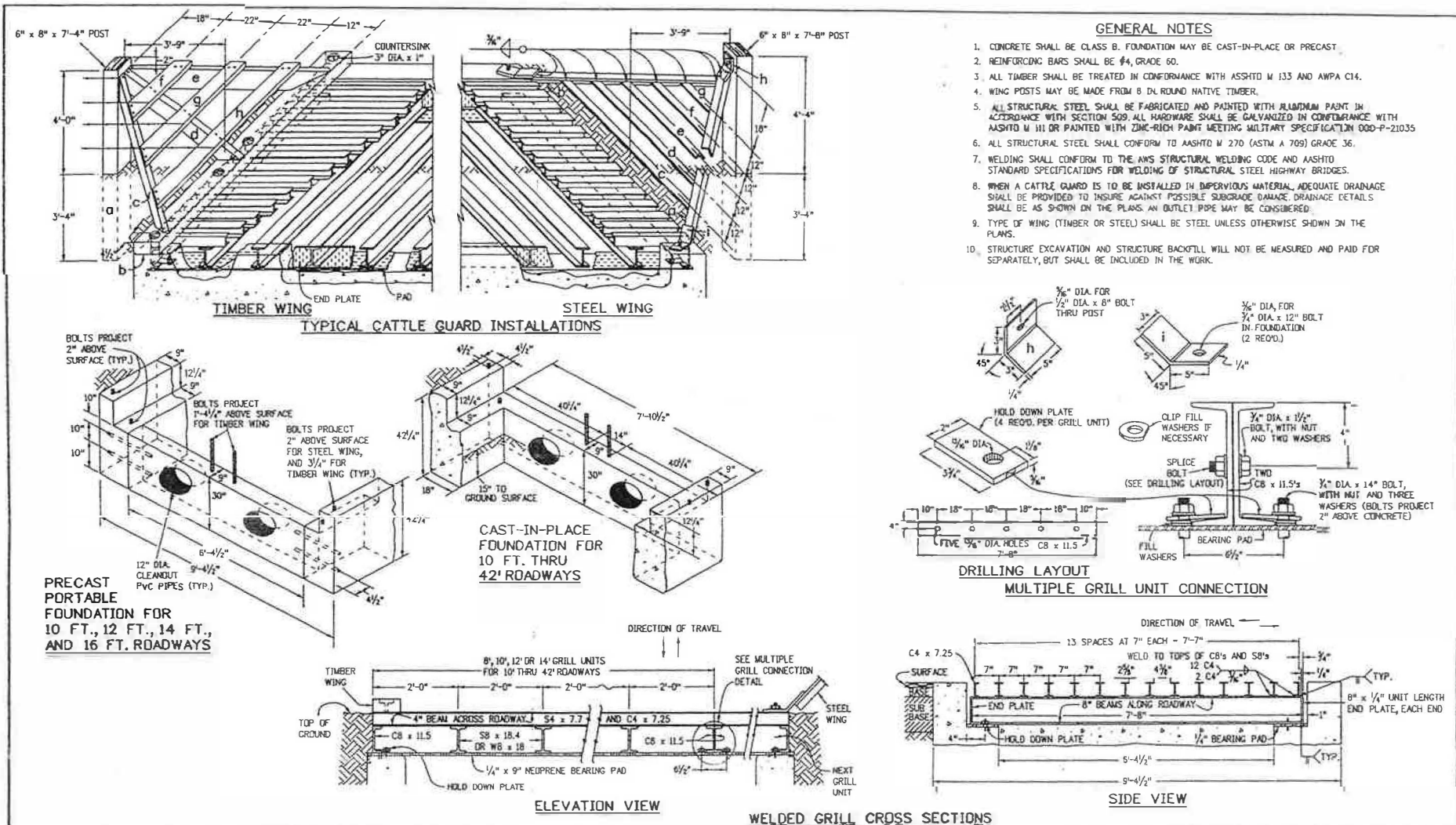
(Res. 06-24 As Amended)

19.09.05. COUNTY RESPONSIBLE AFTER APPROVAL.

Following approval of a cattle guard by Huerfano County, Huerfano County shall be responsible for perpetually maintaining the cattle guard. In no event, shall Huerfano County be responsible for the maintenance of a cattle guard until such time as the cattle guard has been approved by Huerfano County as being constructed and installed in accordance with county specifications. (Res. 06-24 As Amended)

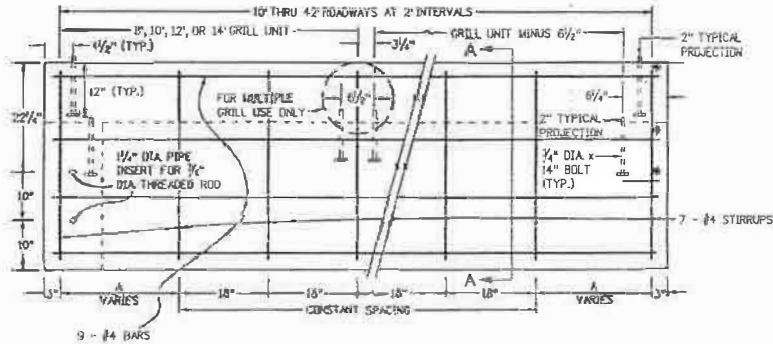
19.09.06. REPLACEMENT, ABANDONMENT OR DISCONTINUANCE BY COUNTY.

In the event any cattle guard located upon any County road is deemed by the County to be beyond repair, the cattle guard shall be replaced. The County shall pay for the entire cost of said replacement. Nothing contained in this Section shall limit or restrict the right of Huerfano County to discontinue or limit maintenance of a particular cattle guard or the highway upon which it is situated, or to abandon or vacate any such roadway according to law, where such action is deemed to be in the public interest by the Board of County Commissioners of Huerfano County, Colorado.



- GENERAL NOTES**
1. CONCRETE SHALL BE CLASS B. FOUNDATION MAY BE CAST-IN-PLACE OR PRECAST.
 2. REINFORCING BARS SHALL BE #4, GRADE 60.
 3. ALL TIMBER SHALL BE TREATED IN CONFORMANCE WITH AASHTO M 133 AND AWPAC C14.
 4. WING POSTS MAY BE MADE FROM 8 DL ROUND NATIVE TIMBER.
 5. ALL STRUCTURAL STEEL SHALL BE FABRICATED AND PAINTED WITH ALUMINUM PAINT IN ACCORDANCE WITH SECTION 509. ALL HARDWARE SHALL BE GALVANIZED IN CONFORMANCE WITH AASHTO M 111 OR PAINTED WITH ZINC-RICH PAINT MEETING MILITARY SPECIFICATION DDG-P-21035.
 6. ALL STRUCTURAL STEEL SHALL CONFORM TO AASHTO M 270 (ASTM A 709) GRADE 36.
 7. WELDING SHALL CONFORM TO THE AWS STRUCTURAL WELDING CODE AND AASHTO STANDARD SPECIFICATIONS FOR WELDING OF STRUCTURAL STEEL HIGHWAY BRIDGES.
 8. WHEN A CATTLE GUARD IS TO BE INSTALLED IN IMPERVIOUS MATERIAL, ADEQUATE DRAINAGE SHALL BE PROVIDED TO INSURE AGAINST POSSIBLE SUBGRADE DAMAGE. DRAINAGE DETAILS SHALL BE AS SHOWN ON THE PLANS. AN OUTLET PIPE MAY BE CONSIDERED.
 9. TYPE OF WING (TIMBER OR STEEL) SHALL BE STEEL UNLESS OTHERWISE SHOWN ON THE PLANS.
 10. STRUCTURE EXCAVATION AND STRUCTURE BACKFILL WILL NOT BE MEASURED AND PAID FOR SEPARATELY, BUT SHALL BE INCLUDED IN THE WORK.

Computer File Information Creation Date: 07/04/12 Initials: DD Revision Date: 07/04/12 Initials: J.A. File Name: 61101D102.dgn		Sheet Revisions Date: _____ Comments: _____ (R-X) _____ (R-X) _____ (R-X) _____		Colorado Department of Transportation 4201 East Arkansas Avenue Denver, Colorado 80222 Phone: (303) 757-9000 Fax: (303) 757-9820		STANDARD PLAN NO. CATTLE GUARD M-611-1 Issued By: Project Development Branch July 4, 2012	
Project Development Branch DD/LTA				Sheet No. 1 of 2			



PRECAST PORTABLE FOUNDATION

CAST-IN-PLACE FOUNDATION

ELEVATION OF FOUNDATION

* WHEN CAST IN PLACE, LONGITUDINAL BARS EXTENDING FROM AND INTO THE LATERAL SUPPORT SHALL BE BENT 90° WITH A 2 IN. RADIUS AND CONTINUE PERPENDICULAR 30 IN. FROM THE BEND

a - 6" x 8" x 7'-4"
b - 4" x 6" x 5'-4 1/2"
c - 2" x 6" x 5'-7"
d - 2" x 6" x 5'-8"
e - 2" x 6" x 6'-7"
f - 2" x 6" x 2'-5"
g - 2" x 6" x 4'-4"
h - 2" x 6" x 5'-2"
16d NAILS (GALV.) - 2 L.B.

ONE TIMBER WING

a - 2" x 2" x 1/4" x 79"
b - 2" x 2" x 1/4" x 79"
c - 2" x 2" x 1/4" x 64"
d - 1 1/2" x 1 1/2" x 1/4" x 69"
e - 1 1/2" x 1 1/2" x 1/4" x 55"
f - 1 1/2" x 1 1/2" x 1/4" x 40"
g - 1 1/2" x 1 1/2" x 1/4" x 25"
h - 5" x 6" x 1/4" x BAR - 2.13 LBS.
i - TWO 3" x 10" x 1/4" x BARS - 4.25 LBS.
6" x 8" x 7'-6" TIMBER POST
TOTAL LBS. STEEL = ~106.5

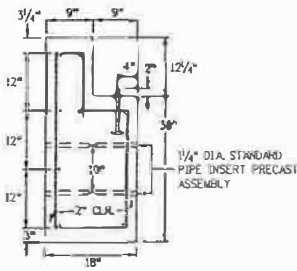
ONE STEEL WING
WING QUANTITIES

ROADWAY WIDTH (FT.)	USE GRILL UNITS (FT.)	PRECAST		CAST-IN-PLACE		A (IN.)	TOTAL GRILL WEIGHT (LBS.)
		CONCRETE (CU. YD.)	REINF. STEEL (LBS.)	CONCRETE (CU. YD.)	REINF. STEEL (LBS.)		
10	10	5.6	295	5.6	308	24	1946
12	12	6.5	342	6.5	364	18	2308
14	14	7.4	378	7.4	399	21	2170
16	8 0	8.1	414	8.1	435	24	3128
18	5 10			9.0	482	18	3434
20	10 10			9.8	518	21	3506
22	10 12			10.6	553	24	4274
24	12 12			11.5	601	18	4656
26	12 14			12.3	636	21	5038
28	14 14			13.1	672	24	5420
30	10 10 10			13.9	719	18	5839
32	10 12 10			14.6	755	21	6225
34	12 10 12			15.5	790	24	6602
36	12 12 12			15.4	838	18	6984
38	12 14 12			17.3	873	21	7366
40	14 12 14			18.0	909	24	7748
42	14 14 14			18.0	956	18	8130

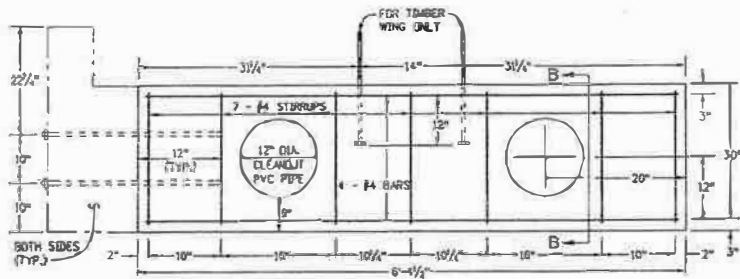
FOUNDATION QUANTITIES

SIZE	WEIGHT (LBS.)
6"	1564
10"	1946
12"	2328
14"	2710

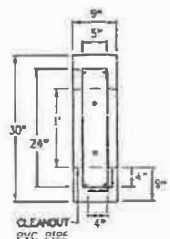
WELDED GRILL UNITS



END SECTION OF FOUNDATION
SECTION A-A



ELEVATION OF LATERAL SUPPORT



LATERAL SUPPORT
SECTION B-B

Computer File Information Creation Date: 07/04/12 Initials: DD Last Modification Date: 07/04/12 Initials: LTA Full Path: www.coloradodo.com/info/business/designsupport Drawing File Name: 611010202.dgn CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English		Sheet Revisions Date: _____ Comments: _____ (R-X) _____ (R-X) _____ (R-X) _____		Colorado Department of Transportation 4201 East Arkansas Avenue Denver, Colorado 80222 Phone: (303) 757-9063 Fax: (303) 757-9820 Project Development Branch DD/LTA		CATTLE GUARD Issued By: Project Development Branch July 4, 2012		STANDARD PLAN NO. M-611-1 Sheet No. 2 of 2	
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19.010. EXCAVATIONS & R.O.W. OPENINGS FOR SUBSURFACE UTILITIES

19.010.01. APPLICABILITY.

The following specifications shall apply to excavators, which term includes any person, contractor, partnership, corporation, municipality, special district, or other governmental entity, who for any reason cuts, disturbs or otherwise defaces any county property being a public right-of-way for purposes of installing or repairing or for any reason pertaining to the presence of an underground utility or structure. Once an excavator obtains an excavation permit he or she shall be considered a permittee.

19.010.02. PLANS TO BE SUBMITTED BEFORE WORK BEGINS.

Plans and profiles for any work affecting grade and alignment shall be required to be submitted to the Huerfano County Road and Bridge Department for approval before starting any such work.

19.010.03. HOLD HARMLESS AGREEMENT.

The excavator acquiring a permit for the purpose of performing work on any county property, being a thoroughfare or right-of-way, is assumed to be familiar with and at all times shall observe and comply with all federal and state laws, local by-laws, ordinances and regulations in any manner affecting the conduct of his or her work. He or she shall indemnify and hold harmless the County of Huerfano, Colorado, and its representatives against any claims arising from any violation of such law, by-law, ordinance or regulation; whether by the excavator himself or herself or by the excavator's employees. The County of Huerfano reserves the right to refuse issuance of permits to any excavator not complying with the above-outlined procedures or with the following specifications.

19.010.04. BONDING, INSURANCE AND WARRANTY REQUIREMENTS.

A. Before the county shall issue a permit to any excavator, that excavator shall have on file with the Huerfano County Regional Building Authority a valid contractor's license and permit bond in the amount of two thousand five hundred dollars (\$2,500.00). Such bond shall be for the benefit of the Huerfano County Road and Bridge Department, and shall assure recovery by the Department of any expense incurred by the Department in completing work begun, but not finished, by the excavator in accordance with these regulations and specifications. Such bond shall be in force for at least sixty (60) days beyond the anticipated completion date of any work for which a permit is being applied for.

Huerfano County
Land Use Department
401 Main Street, Suite 304
Walsenburg, CO 81089
719-738-1220 x506

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B. Before the county shall issue a permit to any excavator, that excavator shall show evidence of a valid and in-force bodily injury and property damage liability insurance policy, with minimum limits of five hundred thousand dollars (\$500,000.00) combined single limit coverage. Such policy shall be for the protection of the county from all suits, actions or claims of any type for injuries or damages allegedly sustained by any person or property on the premises or as a result of the operations or completed operations of the work. Such policy shall specifically cover the acts and operations of any subcontractors or independent contractors of the excavator, in addition to the excavator's employees or agents.

C. In addition to the bonding and insurance requirements of subsections A and B of this section, the permittee personally, by applying for and obtaining a permit, agrees to be liable to Huerfano County for any expenses incurred by Huerfano County because of the permittee's acts or omissions relating to the work, and the permittee shall hold Huerfano County harmless from any claims of anyone else arising from or relating to the work. This shall include, but not be limited to, a warranty by the permittee of the work and all materials and labor used in the work, and such warranty shall run for one year from the completion of the work and shall guarantee that no further repairs or maintenance will be required at the work site due to any defect or omission in the work or that the permittee will adequately and properly provide and complete any such repairs or maintenance. For any work on a job with roadway repair costs in excess of two thousand five hundred dollars (\$2,500.00) as estimated by Huerfano County, the warranty requirement shall be satisfied by the posting of a surety bond in the estimated amount at the discretion of Huerfano County.

D. The Huerfano County Board of County Commissioners may, at its discretion, exempt an excavator from the bonding requirements of subsection A of this section and from the insurance requirements set out in subsection B of this section. Such exemption may be granted upon a showing by the excavator of alternative arrangements satisfactory to the Huerfano County Board of County Commissioners. In determining whether to so exempt a particular excavator, the Huerfano County Board of County Commissioners shall consider the reliability of any alternative bonding or insurance devices proposed by the excavator, the financial condition and solvency of the excavator, the presence in Huerfano County of fixed assets sufficient in value to cover any expenses or problems caused by the excavation, the length of time the excavator has done business in Huerfano County, the previous track record of the excavator in regard to expenses or problems of prior excavations, the existence of a long-term or comprehensive policy of self-insurance by the excavator, and any other factors tending to increase or decrease the likelihood of expense and harm to Huerfano County from the excavation. **(Res. 06-24 As Amended)**

19.010.05. PERMITS.

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- A. Prior to commencing any work on any county right-of-way, the excavator who will actually perform the work or their duly authorized representative shall obtain written permission to undertake such work in accordance with the following provisions.

- B. Permits issued by the Huerfano County Road and Bridge Department shall pertain only to allowing work within the county rights-of-way and is in no way a permit to enter onto private property adjacent to such rights-of-way nor to alter or disturb any facilities or installations existing within the right-of-way which may have been installed and are owned by others.

- C. Minimum fees shall be assessed for permits at the time of issuance of the permit. Inspection fees will be assessed to the permittee on the basis of actual inspection time required on a job site, at the current hourly rate for inspection time. The amount of the fees shall be established to cover the actual cost to Huerfano County incurred in the administration and enforcement of these regulations as approved by the Huerfano County Board of County Commissioners. The fees shall in no way be construed to constitute the prior assessment of damages by the Huerfano County Road and Bridge Department. The Board of County Commissioners may, at their discretion, waive the required fees in the interest of public safety, welfare and health.

- D. Permits issued shall be available for inspection at the project site at all times. The permit shall be shown to any representative of Huerfano County upon request.

- E. Permits shall be required for emergency repairs; however, a delay of seventy-two (72) hours is granted in securing the permit. Failure to acquire a permit within this specified time shall result in a penalty permit being issued.

- F. The work of adjusting manhole rings and service boxes at the request of Huerfano County shall be exempt from requiring a permit.

- G. Any excavator commencing work prior to obtaining a right-of-way cutting permit, except as provided herein, shall be required to obtain a penalty permit in lieu of the normal permit; and shall pay the additional fee pertaining thereto.

- H. A traffic control plan must be submitted to the Huerfano County Road and Bridge Department prior to the issuance of an excavation permit. The traffic control plan must comply with the standards set forth in the Manual of Uniform Traffic Control Devices (MUTCD). The traffic control plan must be signed by an individual whose signature shall constitute certification that the plan meets or exceeds MUTCD standards. Included with this plan shall be a detailed drawing of the project location showing all phases of the project, a list of the posted speed limits throughout the project, and a detailed drawing of the traffic control measures to be employed on the

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project site.

I. In an emergency situation, signing according to the MUTCD shall be required on the project site even though a permit will not be issued until after the excavation has taken place. (Res. 06-24 As Amended)

19.010.06. PUBLIC CONVENIENCE AND SAFETY.

A. If an opening shall cross a roadway, only one-half of the roadway shall be closed at one time.

B. However, should the work being done necessitate closing the entire roadway a written request must be submitted to the Huerfano County Road and Bridge Department at the time of obtaining the permit. The request may be granted at the discretion of the Huerfano County Road and Bridge Department, in writing, after the applicant has provided the county with the written request. The county will notify the Huerfano County Sheriff's Department, the Colorado State Highway Patrol Division, the ambulance services and the fire protection districts of the closing specifying the exact location, date and time the roadway will be closed.

C. Should an emergency arise which will necessitate closing a roadway, written permission shall be waived. However, the permittee must notify all of the agencies listed in subsection A of this section and the Huerfano County Road and Bridge Department immediately.

D. The permittee shall, at his or her expense, take all necessary precautions for the protection of his or her work and the safety of the public. Where normal traffic flow is to be interrupted, the excavator shall provide, erect and maintain all necessary barricades, standard caution signs, warning signs, directional signs, flares and lights. The control devices and their placement shall comply with the current edition of the Manual on Uniform Traffic Control Devices, (MUTCD), and any supplements thereto, including but not limited to the Colorado Supplement. (Res. 06-24 As Amended)

19.010.07. RIGHT-OF-WAY OPENINGS.

A. Any work done under this permit shall result in repairs being made to the road or other county property involved, such repairs causing the road or property to be returned to a condition equal to the original, within the limits of careful, diligent workmanship, good planning and quality materials. These repairs must be accomplished in the least possible time and with the least disturbance to the normal function of the road or other property. All shallow cuts shall be made with straight

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boundaries and all cuts shall be within five degrees of vertical l. In cases where caving or slump of a cut face occurs from under any roadway surfacing, slab or bound type base, the dimensions of the cut shall be extended to the point of occurrence of caving or slump.

B. All work in connection with blasting operations, including necessary and proper safety precautions, shall be performed under the inspection of the Huerfano County Road and Bridge Department. The excavator shall comply with all laws, ordinances, regulations and requirements of applicable safety codes relative to the handling, storage and use of explosives and the protection of life and property, and he or she shall be responsible for all damages thereto caused by his or her blasting operations. Suitable weighted plank coverings or mattresses shall be provided to confine all materials lifted by blasting within the limits of the excavation or trench.

C. Except where trench banks are cut back on a stable slope to prevent caving or sliding, trenches shall be properly and substantially braced, and sheeted where necessary, to prevent caving or sliding. Sheeting shall be supported by means approved by the Occupational Safety and Health Administration (OSHA). Cross braces installed for the purpose of supporting sheeting in the bottom of the trench shall be removed after the specified tamped embedment has been completed beyond the point of cross brace removal.

E. No openings shall be permitted on any asphalt roads in Huerfano County rights-of-way that are under three years old. This shall also include roads which have been resurfaced or plant mixed sealed which are under three years old. This provision may be waived at the discretion of the Huerfano County Board of County Commissioners if the contractor shall meet with representatives of Huerfano County and thoroughly review his or her plans for the proposed job. A list of roads to which this provision applies is available at the Huerfano County Road and Bridge Department. This provision, however, shall not prohibit any emergency utility work which must be performed. Huerfano County will make every effort to inform utility companies of scheduled construction or overlays at least six months in advance of such work. (. Res. 06-24 As Amended).

19.010.08. BACKFILL.

A. All backfill materials, compaction and resurfacing of any excavation made in the county property will be done in accordance with the provisions as follows: backfilling and compacting shall begin after first having properly bedded and compacted to a depth of not more than one foot over the top of the structure or utility line being installed or repaired in accordance with the specifications of the person or corporation responsible for the maintenance of the structure or utility line.

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B. Materials acceptable for backfill purposes are divided into two categories as follows:

1. Native backfill: that material which was originally removed from excavation, after having had all organic material, frozen material, material larger than that which will pass through a three-inch square opening, or other elements other than natural soils removed and discarded. This type will be acceptable to the Huerfano County Road and Bridge Department.
2. Select backfill: that granular material meeting the requirements as stated under the Bed Course Material Item Class 1 backfill or Class 2 backfill, of the Standard Specifications for Road and Bridge Construction, Department of Highways, State of Colorado (Current Issue) or materials falling within the AASHTO Classifications A-1-a or A-1-b under Specification M-145 except that materials of predominately one grain size, such as chips, pea gravel or single-sized waste from screening plants that are within these classifications may not be used, and materials in these classifications which do not pass through a three- inch square opening shall be omitted. The excavator may, at his or her option, remove any native backfill and substitute therefore select backfill materials. (Res. 06-24 As Amended)

19.010.09. COMPACTION.

Compacting of backfill must progress by placing of backfill in eight-inch lifts thoroughly compacted and wetted if necessary to achieve densities according to the following:

- A. Materials of AASHTO Classifications A-1-a or A-3 shall be consolidated by jetting, puddling, rolling or vibrating at the discretion of Huerfano County.
- B. Materials of AASHTO Classification A-1-b shall be compacted to ninety-five (95) percent of modified Proctor Density.
- C. Materials of AASHTO Classification A-2 and A-4 through A-7 shall be compacted to ninety- five (95) percent of Standard Proctor Density. (Res. 06-24 As Amended)

19.010.010. COMPACTION TESTS.

- A. Compaction tests shall be taken on longitudinal or crosscuts at the request of the Huerfano County Road and Bridge Department. These tests shall be taken

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at the depth and location specified by the county and shall meet the requirements specified in Section 10.09.

B. The excavator shall have the compaction tests conducted by an approved testing laboratory. A copy of the results shall be furnished to the Huerfano County Road and Bridge Department no later than five days after the test is conducted. (Res. 06-24 As Amended)

C. Compaction tests do not relieve the contractor of his or her obligation to maintain said repairs as guaranteed under Section 10.04(C). (Res. 06-24 As Amended)

19.010.011. RESURFACING.

A. After proper backfill procedures are completed in accordance with the preceding requirements, the vacant depth shall be surfaced to a condition equal to or better than the existing surface. Temporary and/or permanent repairs shall begin within twenty-four (24) hours after backfilling is completed on roads or highways designated by the Road and Bridge Department and continue until all repairs are made. (See subsection F of this section.) On all other roads or highways permanent repairs shall be completed within a period of fifteen (15) calendar days. At the discretion of the Huerfano County Road and Bridge Department, a delay of up to seven days in the time designated for initiation or completion of repairs may be granted. The twenty-four (24) hour designation will be noted on the permit at the time of issuance. The following minimum standards shall apply to all resurfacing done in the county.

B. Gravel Surfaced Roads. Backfill shall be placed to within twelve (12) inches of the surface, and the twelve (12) inch vacant depth shall be filled with thoroughly tamped granular material meeting the requirements specified under the aggregate for Bases Item, Class 6 of the Standard Specifications for Road and Bridge Construction, Department of Highways, State of Colorado (current issue), or materials extracted at the same precise location, or other suitable granular materials approved by the County Administrator with the approval of the Board of County Commissioners. After a disturbance in the surface of the road, the road must be restored to have 4"-6" inches of gravel across the whole width of the road and to be inspected by Road and Bridge Department.

Repair to roads in poor condition or roads lacking road base at the time of disturbance is to be negotiated with Road and Bridge prior to any disturbance. See 10.11.1.

C. Soil Cement Surfaced Roads. Backfill shall be placed within eighteen (18) inches of the surface, and granular material meeting the requirements specified under the Aggregate for Bases Item, Class 6 of the Standard Specifications for Road and Bridge Construction, Department of Highways, State of Colorado (current issue) shall be placed and thoroughly compacted to within eight inches of the surface. The eight-inch vacant depth shall be filled with five and one-half sacks

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per cubic yard Portland cement concrete, which shall be struck and floated to match adjacent undisturbed surface. Ninety-five (95) percent of patched surface shall match the plane of the adjacent surface, when measured by means of six-foot straight edge or beam, within one-eighth inch.

D. Portland Cement Surfaced Roads. Backfill shall be placed within eighteen (18) inches of the surface or ten (10) inches below the bottom of the existing slab, whichever is the deepest, and the next ten (10) inches shall be filled with thoroughly compacted granular material as described in subsection C of this section. The eight-inch minimum vacant depth shall be filled with six and one-half sacks per cubic yard Portland cement concrete which shall be struck and floated to match the adjacent undisturbed surface. Ninety-five (95) percent of this patched surface shall match the plane of the adjacent undisturbed surface, when measured by means of a six-foot straight edge or beam, within one-eighth inch.

E. Asphaltic Concrete Surfaced Roads. Backfill material shall be placed within twelve (12) inches of the surface. Granular material described in subsection C of this section shall be placed and thoroughly wetted and compacted to within four inches of the surface. Prior to placing of Asphaltic concrete, the edges of the cut shall be coated with a tack oil of CSS-1 at not less than 0.10 gallons per square yard. The four-inch vacant depth shall be filled with asphaltic concrete in two-inch lifts and thoroughly compacted. Asphaltic Concrete for this purpose shall be mixed with asphaltic cement of the AC-10 type or equal. Ninety-five (95) percent of this patched surface shall match the plane of the adjacent undisturbed surface, when measured by means of a six-foot straight edge or beam, within one-eighth inch.

A prime coat of MC-70 oil applied at a rate of 0.30 gallons per square yard may be required on the surface area of granular material at the time of the issuance of a permit or as directed by the Huerfano County Administrator and/or Planner.

1. Required Overlay: Overlay of the entire road width and ten (10) feet beyond each end of damaged area may be required, at the discretion of the Road and Bridge Department, when utility installation is made longitudinally within five feet of, or on the centerline of the paved road for a length of seventy-five (75) linear feet or more. For lengths less than the above- stated, the repairs and/or overlays must be made as agreed to by the excavator and the County Inspector, prior to obtaining a permit. If the excavation within five feet of the centerline does not extend into the adjacent traffic lane, overlay of only one-half of the entire road width may be required.

Overlay of one-half of the entire road width and ten (10) feet beyond each end of damaged area shall be required when utility installation is made longitudinally within the area five feet from centerline and edge of paved road for a length of seventy-five (75) linear feet or more. Again for lengths less than the above-stated,

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the repairs and/or overlays must be made as shall be agreed to by the excavator and the County Inspector, prior to obtaining a permit.

Overlay of the entire road width and ten (10) feet beyond each end of incorporated damaged area shall be required when two or more lateral utility installations are made by the same utility excavator within seventy-five (75) linear feet of road length. Three or more lateral utility installations within one hundred fifty (150) linear feet of road length and or more lateral utility installations within three hundred (300) linear feet of road length will also require full road width of overlay.

The minimum compacted depth of the Asphaltic Concrete overlay shall be five-eighths inch with edges feathered as much as possible eliminating the fracturing of the mix aggregate. The areas of overlay shall require a tack coat of CSS-1 at the rate of 0.10 gallons per square yard.

2. The overlay described in subsection (E)(1) of this section must be placed by a mechanized self-propelled paver and finished in a good workmanlike manner and using good commercial practices.

F. During certain times of the year when hot plant-mixed asphalt is unavailable, cold plant-mixed asphaltic concrete may be placed using above-stated procedures, however, this shall not be considered a permanent patch, and the excavator shall maintain this temporary patch as required to insure proper and safe movement of traffic until such time as a permanent patch is installed. The responsible excavator shall install a permanent patch with hot Asphaltic Concrete within fifteen (15) days following the availability of the proper material.

G. At the conclusion of work on any road, cut or opening within the Huerfano County right-of-way, the entire area shall be left in its original condition. All waste construction or excavated materials shall be removed from the site and disposed of within seventy-two (72) hours. Any ditches, gutters, culverts or drain pipes shall be left unblocked and in a condition as good as or better than the original condition. (Res. 06-24 As Amended)

19.010.012. Inspections.

A. The Huerfano County Road and Bridge Department Inspector shall be notified twenty-four (24) hours in advance of making any type of cut or doing any excavation in County right-of-way except as stated in Section 10.13(B). Failure by

**HUERFANO COUNTY
ROADWAY DESIGN AND
CONSTRUCTION
STANDARDS
SECTION 19.00**



the excavator to notify the Inspector as stated above may result in revocation of the original permit and issuance of a penalty permit as per Section 10.15(0).

B. Inspections will be made as deemed necessary during the construction period by the County to

C. insure that work is processing in compliance with the regulations stated herein. Deviation from these regulations and requirements will be sufficient reason for shut down orders to be issued by the County until proper corrections or adjustments have been made by the excavator.

D. Before a pavement section is replaced (patched), the excavator shall notify the County Inspector as to the date such work is proposed. Failure of notification may result in a demand to have such work redone in order to pass a final inspection.

E. Upon satisfactory completion of work, including the replacement of paved sections and gravel road repairs, a final inspection shall be made. Upon the County's final inspection, the completed permit is then retained by the County, and the permittee is held liable for his or her work as stated in Section 10.04(C). (Res. 06-24 As Amended)

19.010.013. EMERGENCY WORK.

A. Nothing in this chapter shall be interpreted to prevent the excavator from performing emergency work prior to obtaining a permit.

B. Huerfano County Road and Bridge Department shall be notified immediately after an emergency utility cut is made. In all other cases, a twenty-four (24) hour advance notification shall be required. (Res. 06-24 As Amended)

19.010.014. NOTICE TO EXCAVATORS.

A. Failure on the part of the permittee to properly complete the work of resurfacing, which will necessitate the performance of work by the Huerfano County Road and Bridge Department forces, shall be charged to the permittee.

First Square yard, two hundred forty dollars (\$240.00) minimum charge.

All additional square yards at eight-six dollars (\$86.00) per square yard.

B. Costs of placing barricades, providing signing according to MUTCD standards pursuant to Section 10.0S(H), and/or interim repairs required due to the failure of the

**HUERFANO COUNTY
ROADWAY DESIGN AND
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excavator to maintain safe conditions will be billed to the permittee. (Res. 06-24 As Amended)

19.010.015. PERMIT FEE SCHEDULE.

A. The minimum permit fee for each roadway opening will be one hundred fifty dollars (\$150.00). This fee will cover all administrative costs associated with the issuance of the permit, the initial inspection of the site including traffic control inspection, and the warranty inspection. In addition to this minimum permit fee, the permittee will be billed for costs incurred by Huerfano County for additional inspection time involving the Huerfano County Inspector. If the initial inspection fails, the fee for additional inspection will be fifty dollars (\$50.00). Because this rate is based on actual costs to the county, it will be adjusted by resolution as necessary by the Board of County Commissioners.

B. The following is a schedule of estimated inspection time and cost which a permittee may expect to be assessed in reference to the type of work being permitted. This cost is in addition to the minimum fee discussed in subsection A of this section.

1. Cross Roads Cuts/Bores:

The minimum fee for any cross road cut and/or bore will be one hundred and twenty dollars (\$120.00) per cut/bore plus a thirty dollar (\$30.00) permit fee. More than one cross road cut/bore within the same county road may be included within a single permit with an additional charge of twenty dollars (\$20.00) for each additional cut/bore. This in effect is a one hundred dollar (\$150.00) minimum charge.

2. Road Cuts:

The minimum fee for any road cut not exceeding the width of the road will be seventy dollars (\$70.00) per cut plus a thirty dollar (\$30.00) permit fee. More than one road cut within the same county road may be included within a single permit with an additional charge of twenty dollars (\$20.00) for each additional cut. This in effect is a one hundred dollar (\$100.00) minimum charge.

3. Longitudinal Cuts

Longitudinal cuts will be charged according to the following fee schedule:

0 to 300 feet-seventy dollars (\$70.00) in addition to a thirty dollar (\$30.00) permit

**HUERFANO COUNTY
ROADWAY DESIGN AND
CONSTRUCTION
STANDARDS
SECTION 19.00**



fee. This in effect is a one hundred dollar (\$100.00) minimum charge.

301 feet and over - seventy dollars (\$70.00) plus thirty cents (.30) per linear foot for every foot over 300 feet.

4. Utility Poles and/or Aerial Cable Placement

A one hundred dollar (\$100.00) permit fee will be required for each road crossing. Each subsurface utility, utility pole and /or aerial cable placement shall be, additionally, approved by the Huerfano County Board of County Commissioners.

5. Penalty Permit

A penalty permit shall be issued to any contractor commencing work prior to obtaining a right-of- way cutting permit. The fee for this permit shall cover the foregoing plus a penalty of five hundred dollars (\$500.00).

C. Right-of-Way Excavation. An excavation which in no way interferes with traffic and is not made in any portion of the road including the shoulder.

1. The total fee for an excavation made in the county right-of-way in conjunction with a meter set, bore or push will be one hundred dollars (\$100.00), providing that the cut does not interfere with drainage improvements. Inspections which must be performed due to noncompliance with permit regulations will be charged to the permittee.

2. There will be no minimum fee required for a permit obtained for the purpose of repairing a meter, provided that the work will not interfere with any right-of-way improvements. The permittee will however, be charged for inspections made due to noncompliance with permit regulations. A permit and traffic control plan will be required to keep Huerfano County informed of work planned in its jurisdiction and to insure the protection and safety of the motoring public.

D. In addition to fees listed in the fee schedule, the permittee will be charged for any inspections made necessary due to noncompliance with regulations or the failure of any work.

E. Penalty Permit. This permit shall be issued to any excavator commencing work prior to obtaining a basic right-of-way cutting permit. Failure by the excavator to notify the County Inspector as stated in section 10.12(A) may result in revocation of the original permit and issuance of a penalty permit. The fee for this permit shall cover the foregoing plus a penalty of five hundred dollars (\$500.00). (Res. 06-24 As Amended).

**HUERFANO COUNTY
ROADWAY DESIGN AND
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SECTION 19.00**



19.011. DEFINITIONS

Wherever the following words, phrases or abbreviations appear in these STANDARDS they shall have the following meanings.

AASHTO - The American Association of State Highway and Transportation Officials. ASTM - The American Society for Testing Materials.

COOT -The Colorado Department of Transportation.

Construction Plans - Detailed working plans including plan and profile, details, notes and any other information necessary for complete construction of the required improvements.

Contractor - Shall mean a person, partnership or corporation performing work within the public right-of-way.

County - Huerfano County, Colorado.

Design Speed - A speed determined for design and correlation of physical features of a road that influence vehicle operation; the maximum safe speed maintainable on a specified section of road when conditions permit design features to govern. Design speed is generally higher than the posted speed limit in order to provide a factor of safety and consider other conditions or uses of the road which may affect vehicle operation.

Developer - Person, partnership or corporation legally responsible for the construction of roads within a subdivision or development.

Construction Inspector - Authorized representative of the County assigned to make inspections for assurance of compliance of construction with the approved plans and these STANDARDS.

May - A permissive condition. No requirement for design or application is intended.

New road and new road construction -- terms which may apply to any and all of the following:

- a) Road created by new subdivision process where no road previously existed.
- b) Road which previously existed physically on the ground but was not accepted for maintenance by Huerfano County, and where request is being made that the County accept the road for maintenance.
- c) Road where a platted or deeded right-of-way has previously existed but the road

Huerfano County
Land Use Department
401 Main Street, Suite 304
Walsenburg, CO 81089
719-738-1220 x506

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ROADWAY DESIGN AND
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Item 7a.

was never physically constructed.

Road Impact Construction season- permissible time of year for construction in County roadways as established by the Huerfano County Board of County Commissioners.

Shall - A mandatory condition. Where certain requirements in the design or application are described with the "shall" stipulation, it is mandatory that these requirements be met.

Should - An advisory condition. Where the word "should" is used, it is considered to be advisable with deviations allowed when evidence or reasons are provided that the intent of the design standards is met.

Sub-base - The layer or layers of specified or selected material of designed thickness placed on the sub-grade to support a base course.

Sub-grade - The top surface of a roadbed upon which the pavement structure and shoulders including curb and gutter are constructed.

Superelevation -- The raised portion of a roadway above the normal cross slope to prevent a vehicle from sliding outward from centrifugal force.

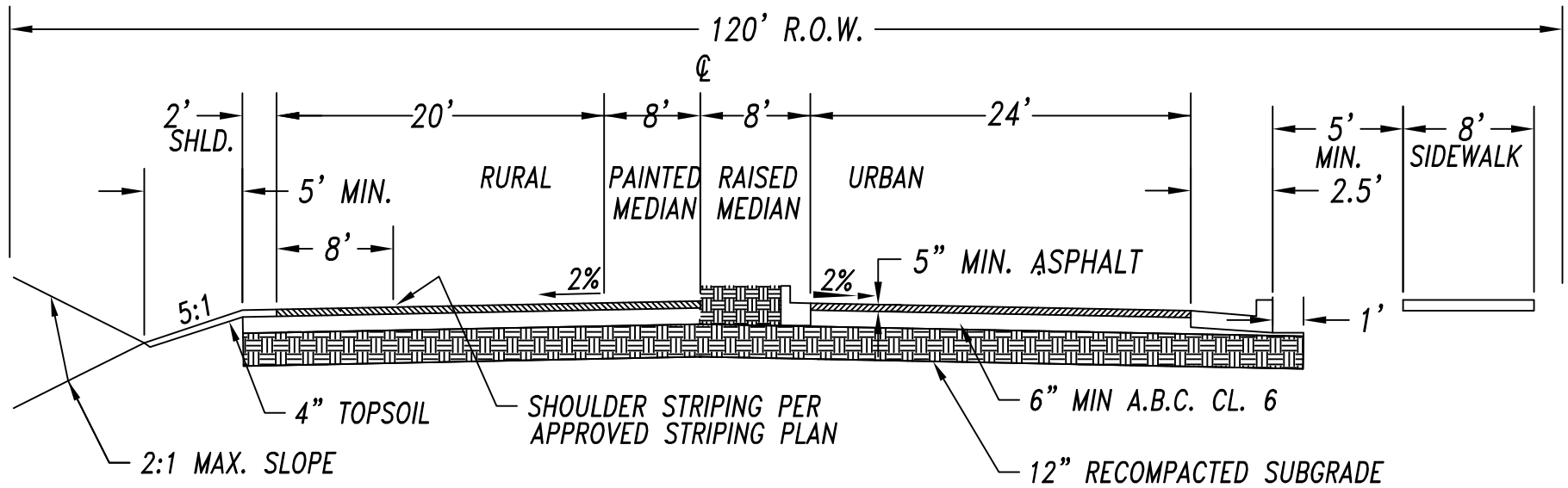
APPENDIX 1

Standard Details

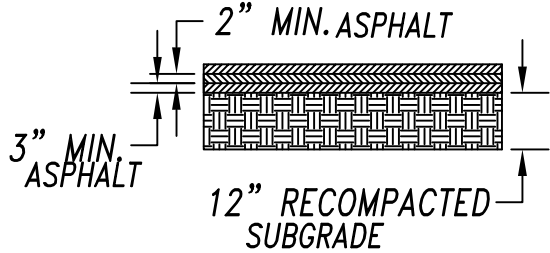
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TYPICAL X-SECTION



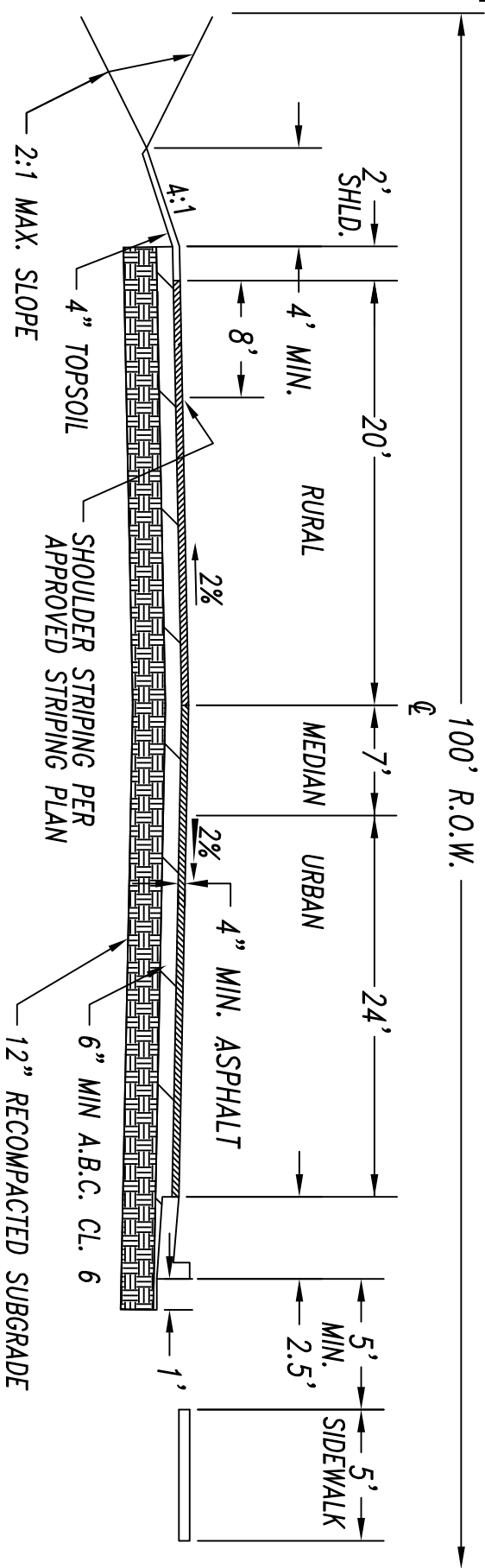
- NOTES:
1. Pavement design by a professional engineer is required - see Article No. 6.
 2. Full depth asphalt design allowed only with approval of Board of County Commissioners.
 3. Depth of A.B.C. class 6 to be supported by pavement design. Depth over 6" may be class 2 A.B.C. - minimum 4" depth.
 4. Additional right-of-way may be required where acceleration/deceleration lanes or turn lanes are required.



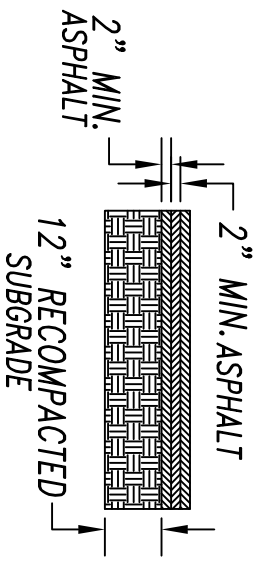
FULL DEPTH ASPHALT OPTION
MIN. TOTAL ASPHALT DEPTH - 7 INCHES

<h2>PRINCIPAL ARTERIAL</h2>		
HUERFANO COUNTY	APPROVED: _____ REVISED: _____ REVISED: _____	FIGURE NO. <div style="text-align: center;">1</div>

TYPICAL X-SECTION



- NOTES:
1. Pavement design by a professional engineer is required – see Article No. 6.
 2. Full depth asphalt design allowed only with approval of Board of County Commissioners.
 3. Depth of A.B.C. class 6 to be supported by pavement design. Depth over 6" may be class 2 A.B.C. – minimum 4" depth.
 4. Additional right-of-way may be required where acceleration/deceleration lanes or turn lanes are required.



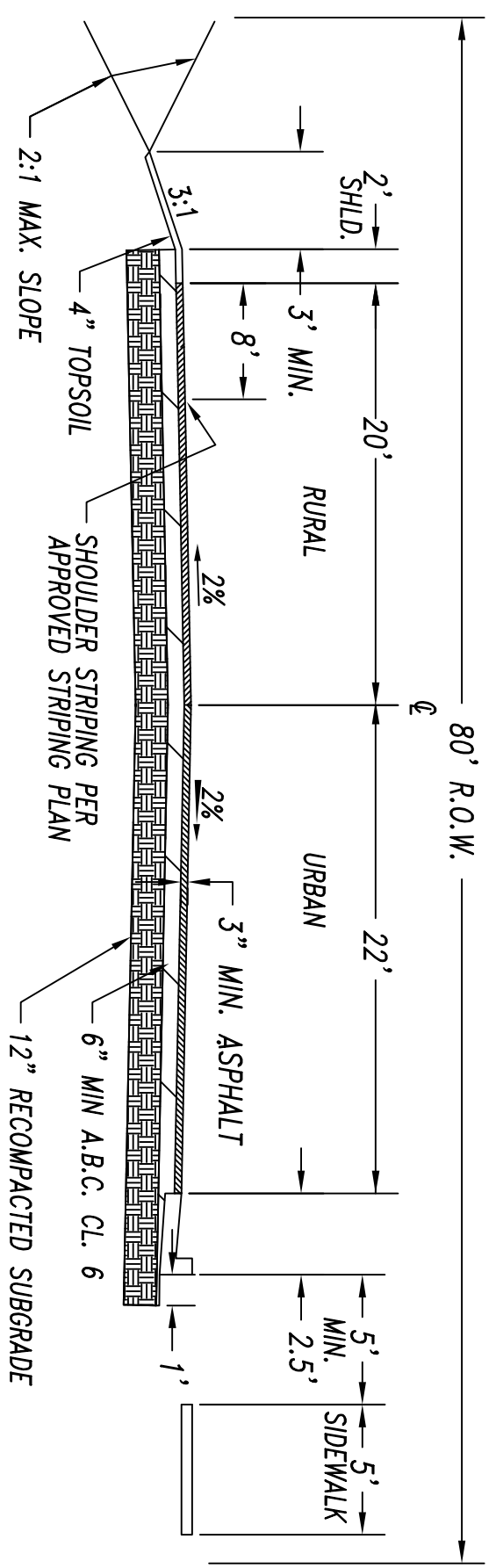
MINOR ARTERIAL

HUERFANO COUNTY

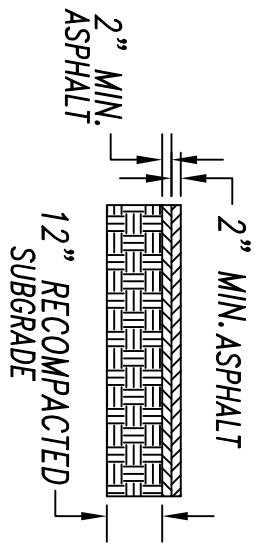
APPROVED: _____
REVISID: _____
REVISID: _____

FIGURE NO. 2

TYPICAL X-SECTION



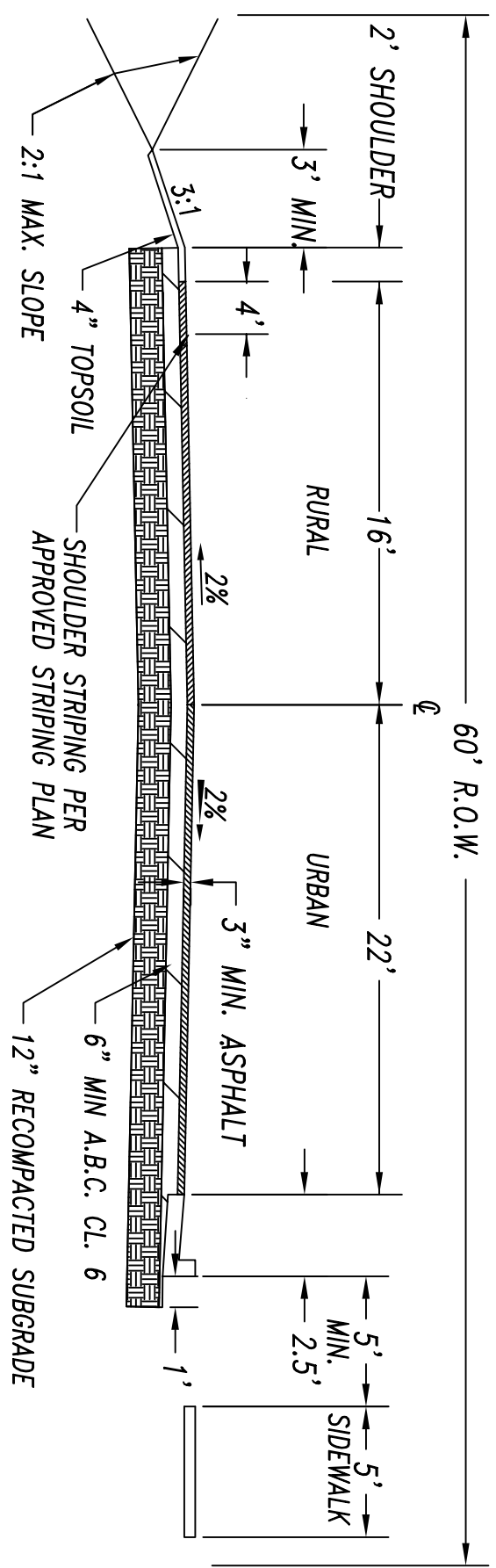
- NOTES:
1. Pavement design by a professional engineer is required – see Article No. 6.
 2. Full depth asphalt design allowed only with approval of Board of County Commissioners.
 3. Depth of A.B.C. class 6 to be supported by pavement design. Depth over 6" may be class 2 A.B.C. – minimum 4" depth.



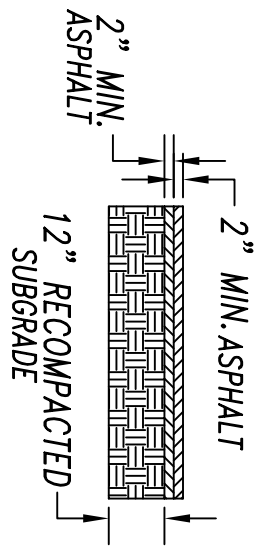
FULL DEPTH ASPHALT OPTION

MAJOR COLLECTOR	
HUERFANO COUNTY	APPROVED: _____
	REVISED: _____
	REVISED: _____
	FIGURE NO. 3

TYPICAL X-SECTION



- NOTES:
1. Pavement design by a professional engineer is required – see Article No. 6.
 2. Full depth asphalt design allowed only with approval of Board of County Commissioners
 3. Depth of A.B.C. class 6 to be supported by pavement design. Depth over 6" may be class 2 A.B.C. – minimum 4" depth.

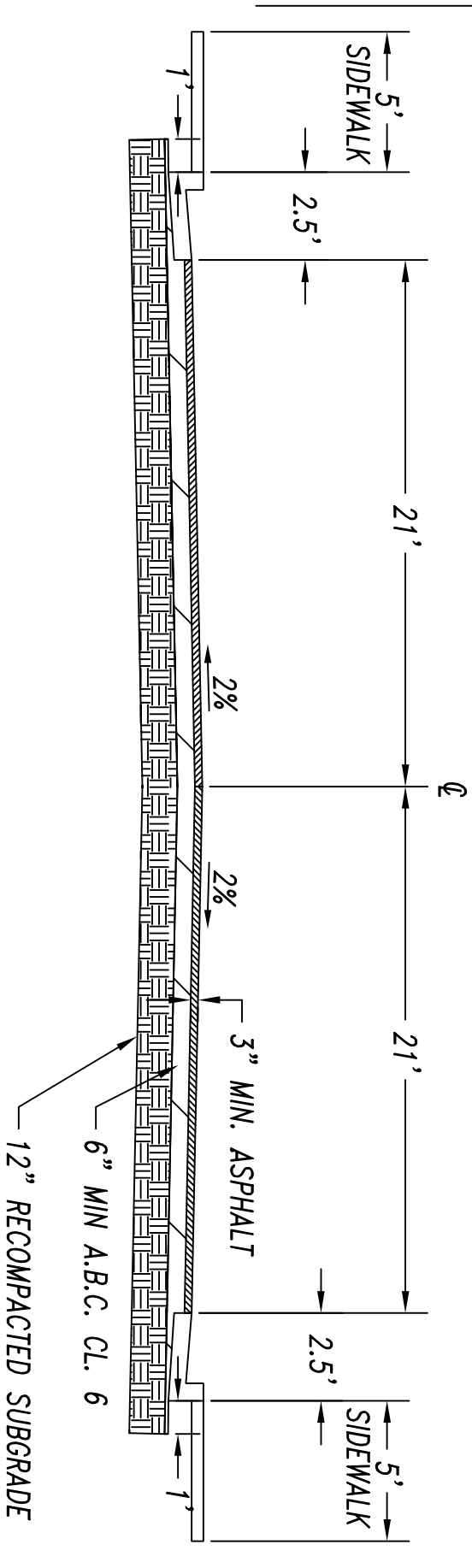


FULL DEPTH ASPHALT OPTION

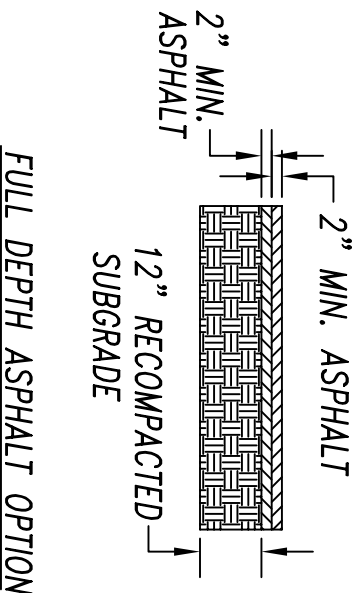
MINOR COLLECTOR	
HUERFANO COUNTY	APPROVED: _____ REVISED: _____ REVISED: _____
FIGURE NO. 4	

TYPICAL X-SECTION

70' R.O.W.



- NOTES:
1. Pavement design by a professional engineer is required – see Article No. 6.
 2. Full depth asphalt design allowed only with approval of Board of County Commissioners.
 3. Depth of A.B.C. class 6 to be supported by pavement design. Depth over 6" may be class 2 A.B.C. – minimum 4" depth.



LOCAL INDUSTRIAL

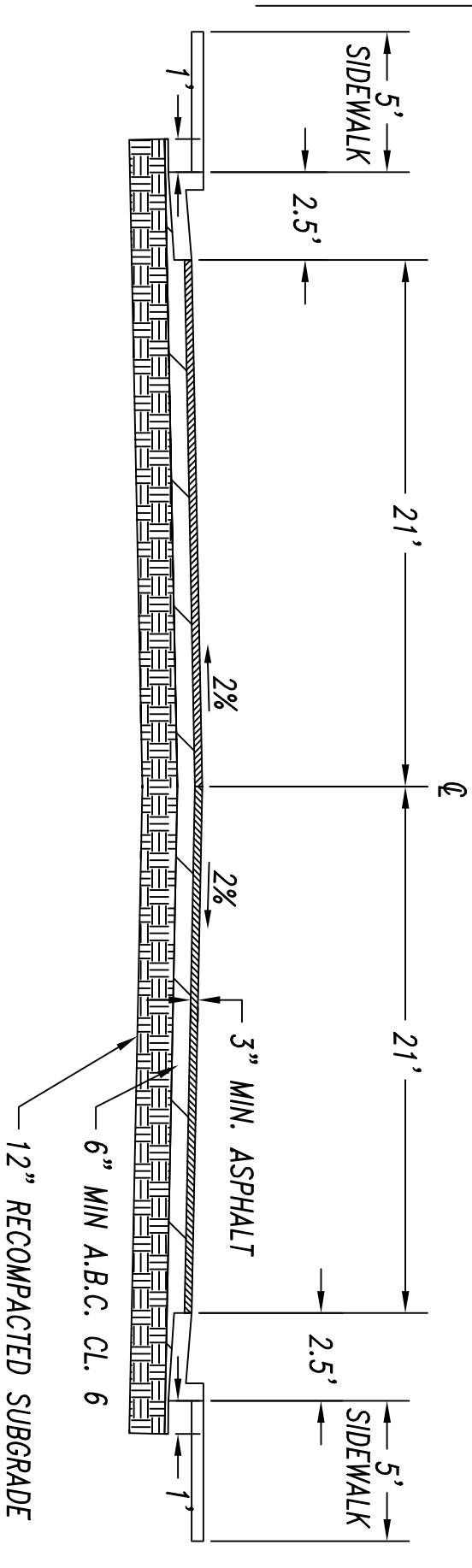
HUERFANO COUNTY

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 REVISED: _____
 REVISED: _____

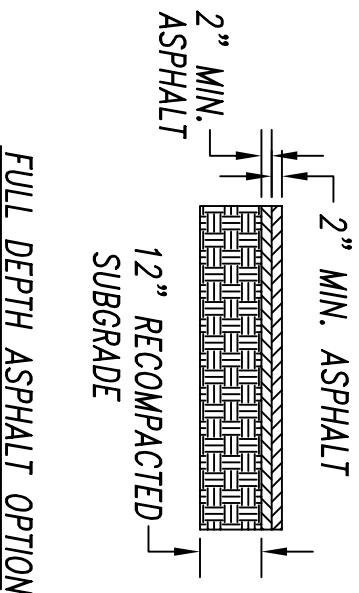
FIGURE NO. 5

TYPICAL X-SECTION

70' R.O.W.



- NOTES:
1. Pavement design by a professional engineer is required – see Article No. 6.
 2. Full depth asphalt design allowed only with approval of Board of County Commissioners.
 3. Depth of A.B.C. class 6 to be supported by pavement design. Depth over 6" may be class 2 A.B.C. – minimum 4" depth.



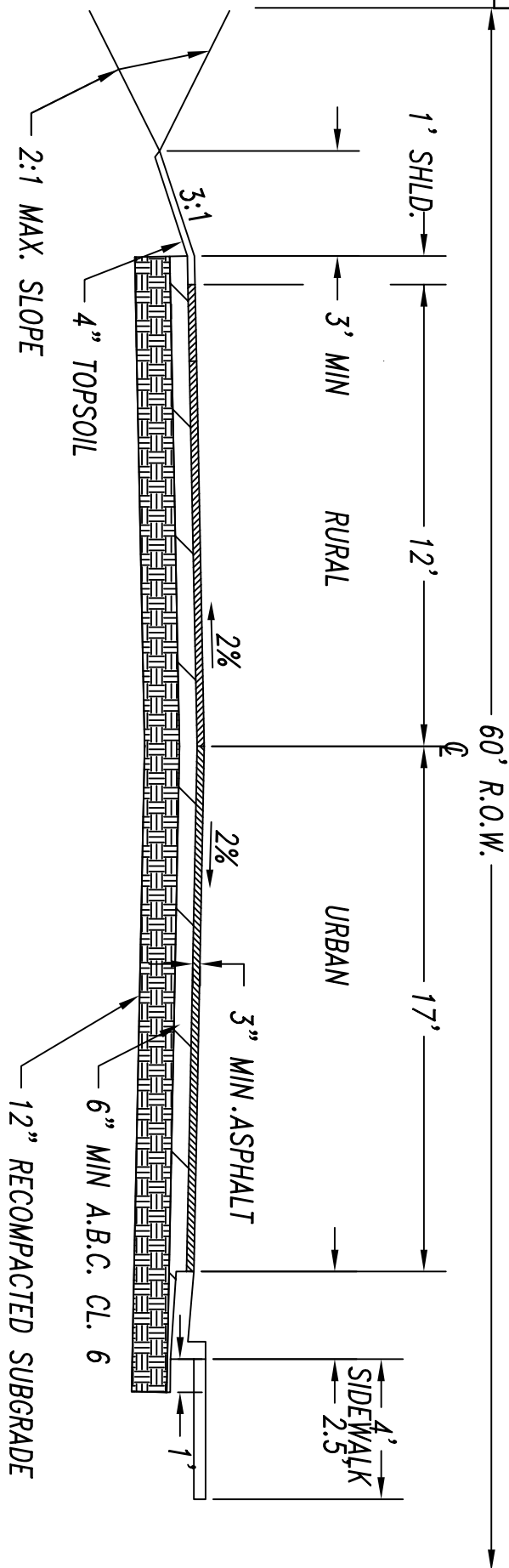
LOCAL COMMERCIAL

HUERFANO COUNTY

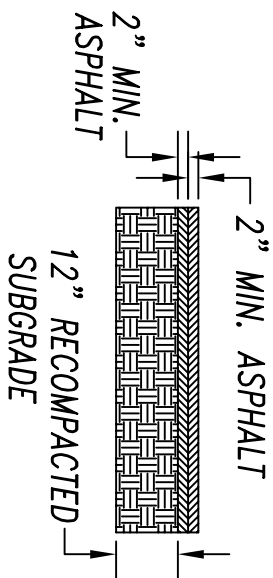
APPROVED: _____
 REVISED: _____
 REVISED: _____

FIGURE NO. 6

TYPICAL X-SECTION



- NOTES: 1. Pavement design by a professional engineer is required – see Article No. 6.
2. Full depth asphalt design allowed only with approval of Board of County Commissioners.
 3. Narrower widths may be approved for urban section where adequate off street parking is provided and on street parking is prohibited.
 4. Depth of A.B.C. class 6 to be supported by pavement design. Depth over 6" may be class 2 A.B.C. – minimum 4" depth.
 5. Rural pavement width shown assumes no on street parking add minimum 4' total width where on street parking allowed.



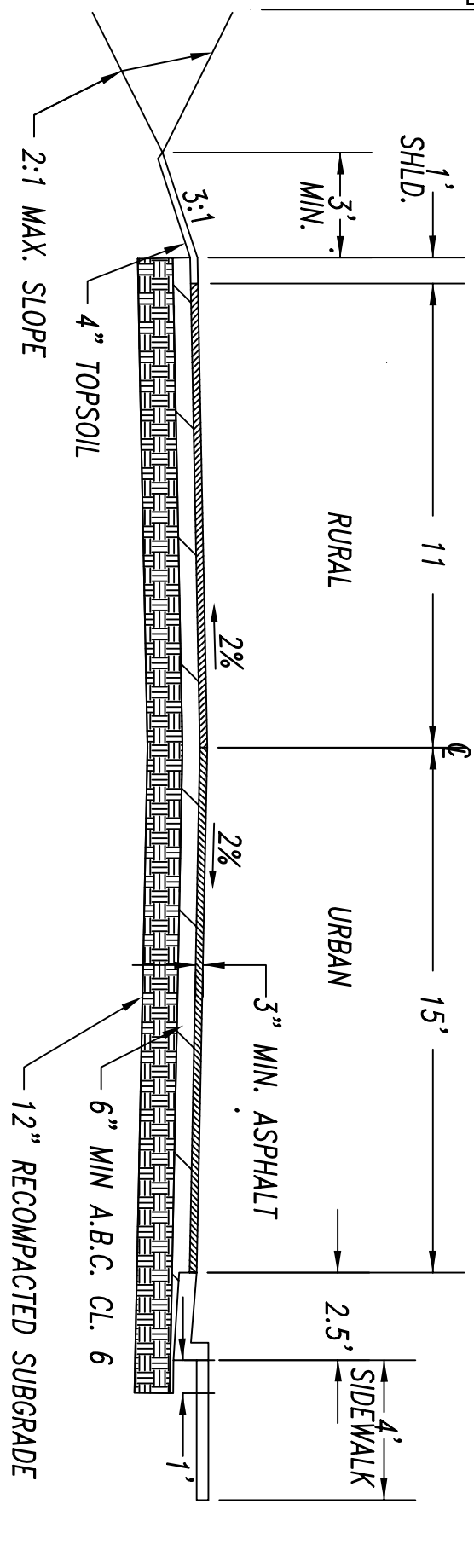
LOCAL ACCESS

HUERFANO COUNTY

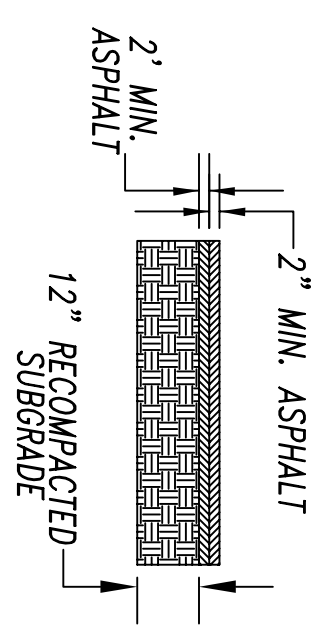
APPROVED: _____
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 REVISED: _____

FIGURE NO. 7

TYPICAL X-SECTION
60' R.O.W.



- NOTES: 1. Pavement design by a professional engineer is required – see Article No. 6.
2. Full depth asphalt design allowed only with approval of Board of County Commissioners.
 3. Narrower widths may be approved for urban section where adequate off street parking is provided and on street parking is prohibited.
 4. Depth of A.B.C. class 6 to be supported by pavement design. Depth over 6" may be class 2 A.B.C. – minimum 4" depth.
 5. Rural pavement width shown assumes no on street parking add minimum 4' total width where on street parking allowed.



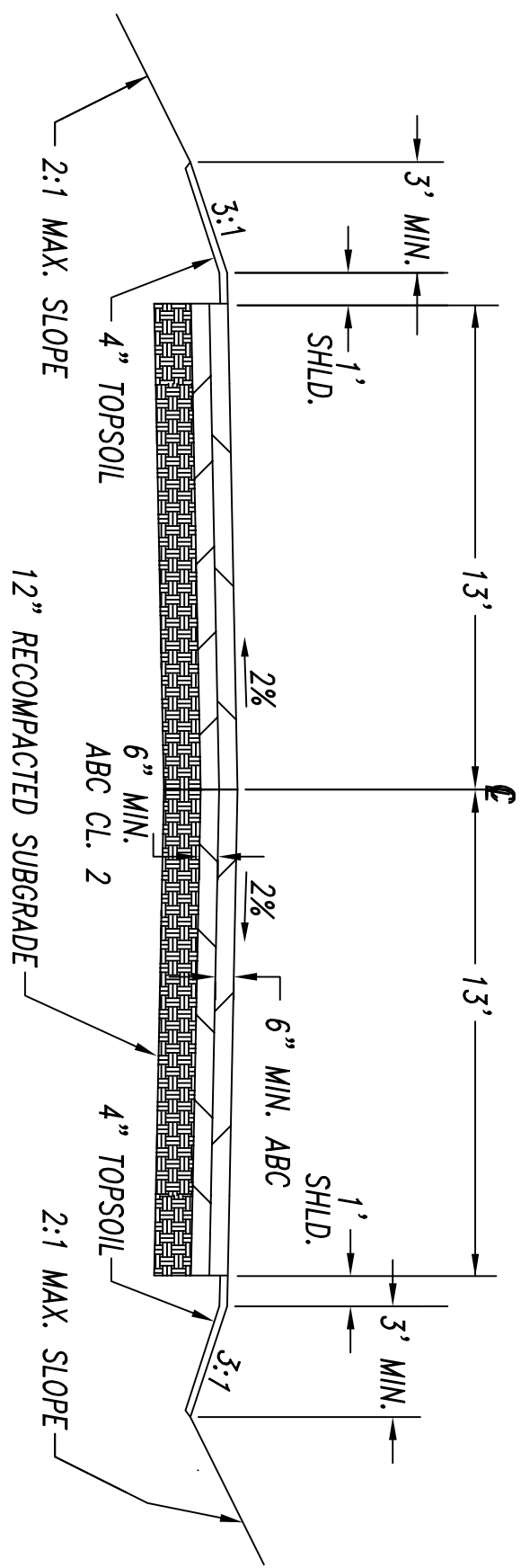
LOCAL MINOR RESIDENTIAL

HUERFANO COUNTY

APPROVED: _____
 REVISED: _____
 REVISED: _____

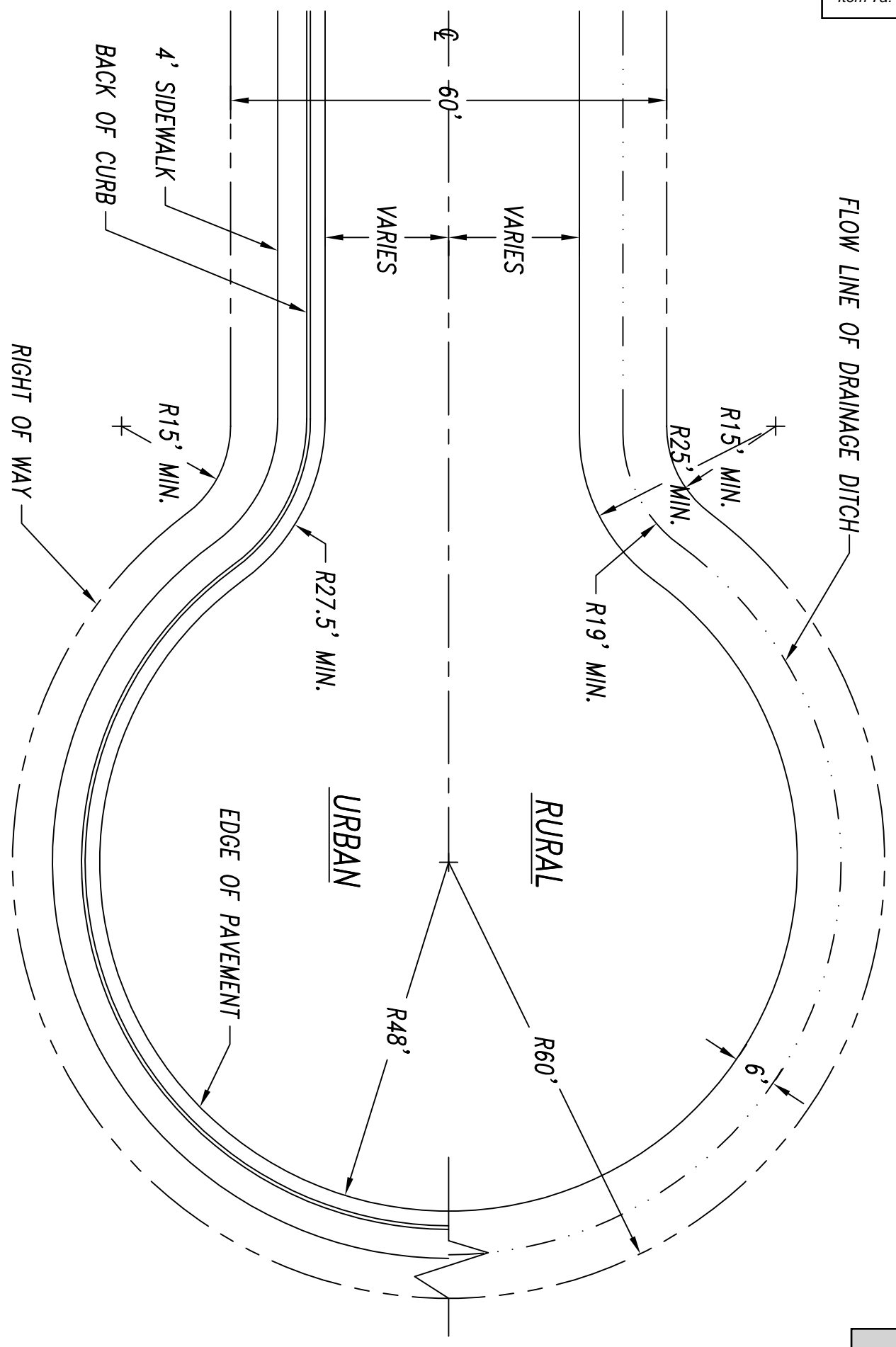
FIGURE NO.
8

TYPICAL X-SECTION



- NOTES:
1. Cross section design by professional engineer is required – see Article No. 6.
 2. Depth of class 6 A.B.C., class 2 A.B.C., to be supported by cross section design.
 3. Surface aggregate base course (A.B.C.) to be per Huertano County specifications – see Article No. 8.9

LOCAL MINOR RESIDENTIAL – GRAVEL	
HUERTANO COUNTY	APPROVED: _____ REVISED: _____ REVISED: _____
FIGURE NO. 9	



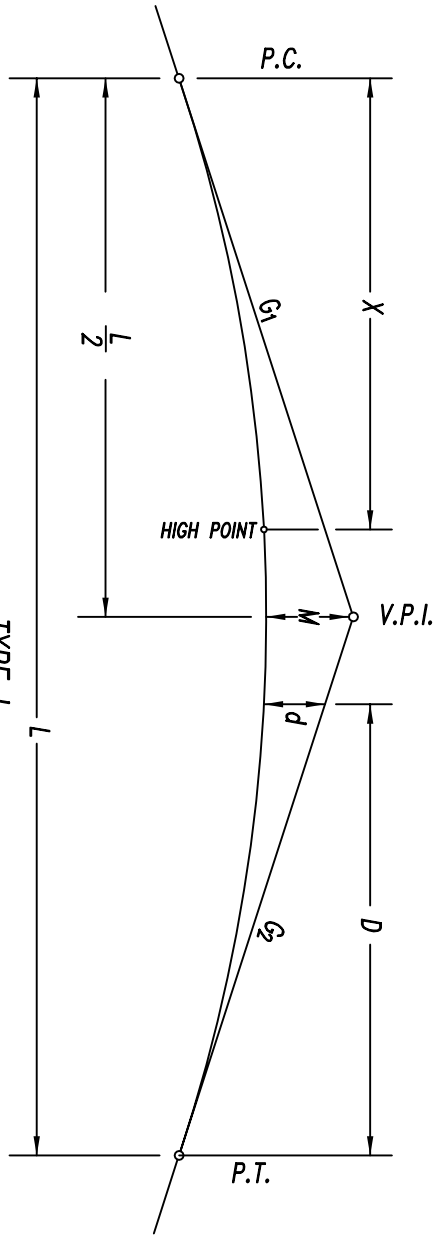
CUL-DE-SAC DETAIL

HUERFANO COUNTY

APPROVED: _____
 REVISED: _____
 REVISED: _____

FIGURE NO.
 10

TYPES OF VERTICAL CURVES



TYPE I
CREST VERTICAL CURVE

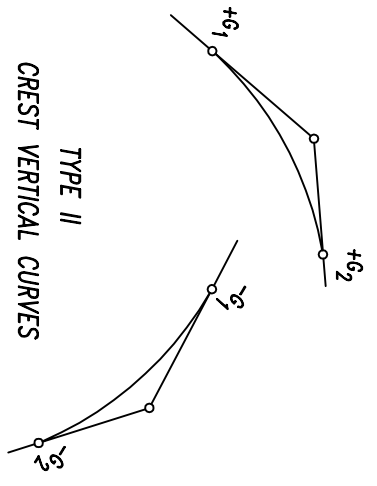
G1 & G2 = GRADES IN FT. PER 100 FT.

L = LENGTH OF CURVE IN STATIONS

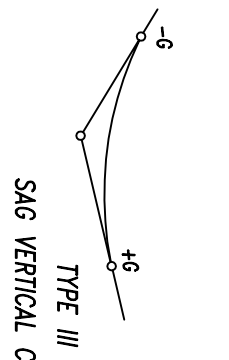
$$D = 4M \left(\frac{D}{L} \right)^2 \quad \text{OR} \quad D = \frac{\text{ALGEBRAIC DIFF. } X D^2}{2L}$$

$$M = L \left(\frac{\text{ALGEBRAIC DIFFERENCE IN GRADES}}{8} \right)$$

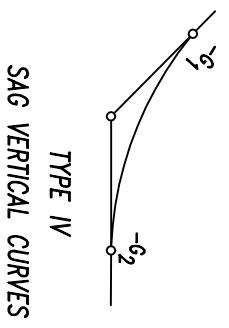
TO DETERMINE HIGH POINT (OR LOW POINT ON SAG VERTICAL)
USE THE FOLLOWING: $X = \frac{G_1 \times L}{\text{ALG. DIFF. IN GRADES}}$
WHERE X IS THE DISTANCE FROM THE P.C. OF THE CURVE IN STATIONS.



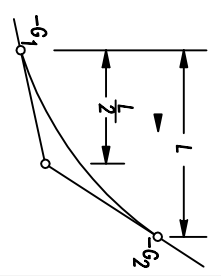
TYPE II
CREST VERTICAL CURVES



TYPE III
SAG VERTICAL CURVES



TYPE IV
SAG VERTICAL CURVES



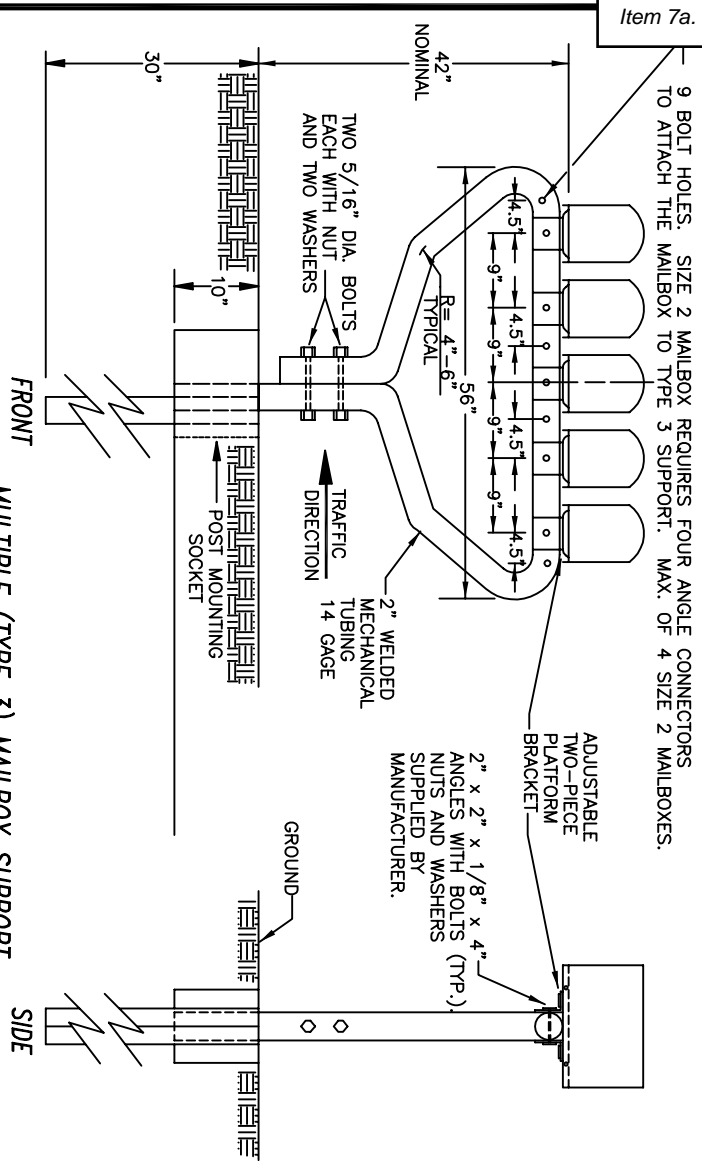
VERTICAL CURVES

HUERFANO COUNTY

APPROVED: _____
REVISED: _____
REVISED: _____

FIGURE NO.
11

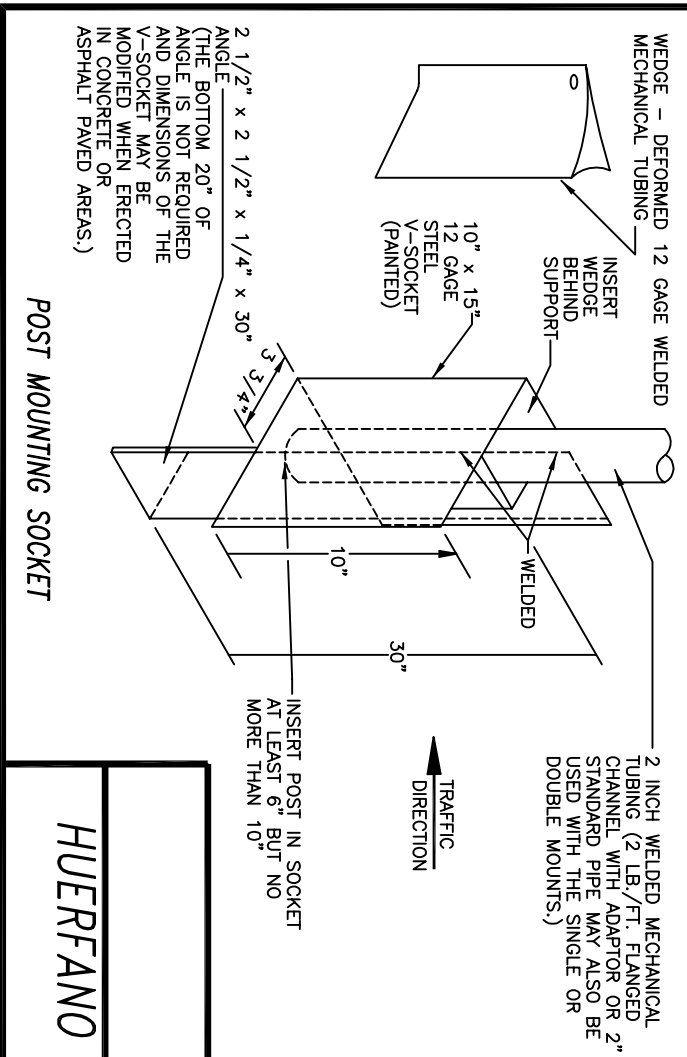
Item 7a.



9 BOLT HOLES. SIZE 2 MAILBOX REQUIRES FOUR ANGLE CONNECTORS TO ATTACH THE MAILBOX TO TYPE 3 SUPPORT. MAX. OF 4 SIZE 2 MAILBOXES.

ADJUSTABLE TWO-PIECE PLATFORM BRACKET
 2" x 2" x 1/8" x 4" ANGLES WITH BOLTS (TYP.) NUTS AND WASHERS SUPPLIED BY MANUFACTURER.

FRONT
 MULTIPLE (TYPE 3) MAILBOX SUPPORT
 (FORESIGHT PRODUCTS MODEL NO. 20-M OR APPROVED EQUAL)



WEDGE - DEFORMED 12 GAGE WELDED MECHANICAL TUBING
 INSERT WEDGE BEHIND SUPPORT
 10" x 15" 12 GAGE STEEL V-SOCKET (PAINTED)
 2 INCH WELDED MECHANICAL TUBING (2 LB./FT. FLANGED CHANNEL WITH ADAPTOR OR 2" STANDARD PIPE MAY ALSO BE USED WITH THE SINGLE OR DOUBLE MOUNTS.)

INSERT POST IN SOCKET AT LEAST 6" BUT NO MORE THAN 10"

POST MOUNTING SOCKET

GENERAL NOTES

POSTS, BRACKETS, AND ALL MOUNTING HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH AASHTO M 232 AND M 1111, EXCEPT THE WELDED MECHANICAL TUBING COATING SHALL BE G-90 OR EQUIVALENT PER ASTM A 525. TWO INCH OUTSIDE DIAMETER, 14 GAGE WELDED MECHANICAL TUBING SHALL CONFORM TO THE REQUIREMENTS OF ASTM A 513.

EXACT DIMENSIONS OF ANGLES, PLATFORM AND SHELF BRACKETS, BOLT HOLES, SLOTS AND MULTIPLE MAILBOX SUPPORT COMPONENTS MAY VARY FROM THOSE SHOWN OR IMPLIED HEREIN SO THAT ALL COMPONENTS WILL FIT TOGETHER PROPERLY.

PLASTIC NEWSPAPER RECEPTACLES MAY BE REMOUNTED BELOW THE MAILBOX ON THE SUPPORT.

ON ROADS WITH CURB AND GUTTER, THE MAILBOX SUPPORT SHALL BE LOCATED IN THE GROUND SO THE FRONT OF THE MAILBOX SHALL BE 8" TO 12" BACK FROM THE CURB FACE. THE HEIGHT SHALL BE 42" TO 48" MEASURED FROM THE GUTTER FLOW LINE TO THE BOTTOM OF THE MAILBOX.

ON ROADS WITH SIDEWALK ATTACHED TO CURB AND GUTTER, THE MAILBOX SUPPORT SHALL BE LOCATED IN THE GROUND BEHIND THE SIDEWALK. THE FRONT OF THE MAILBOX SHALL BE IN LINE WITH OR SLIGHTLY BEHIND THE EDGE OF THE SIDEWALK. THE MOUNTING HEIGHT SHALL BE 42" TO 48" ABOVE THE SIDEWALK.

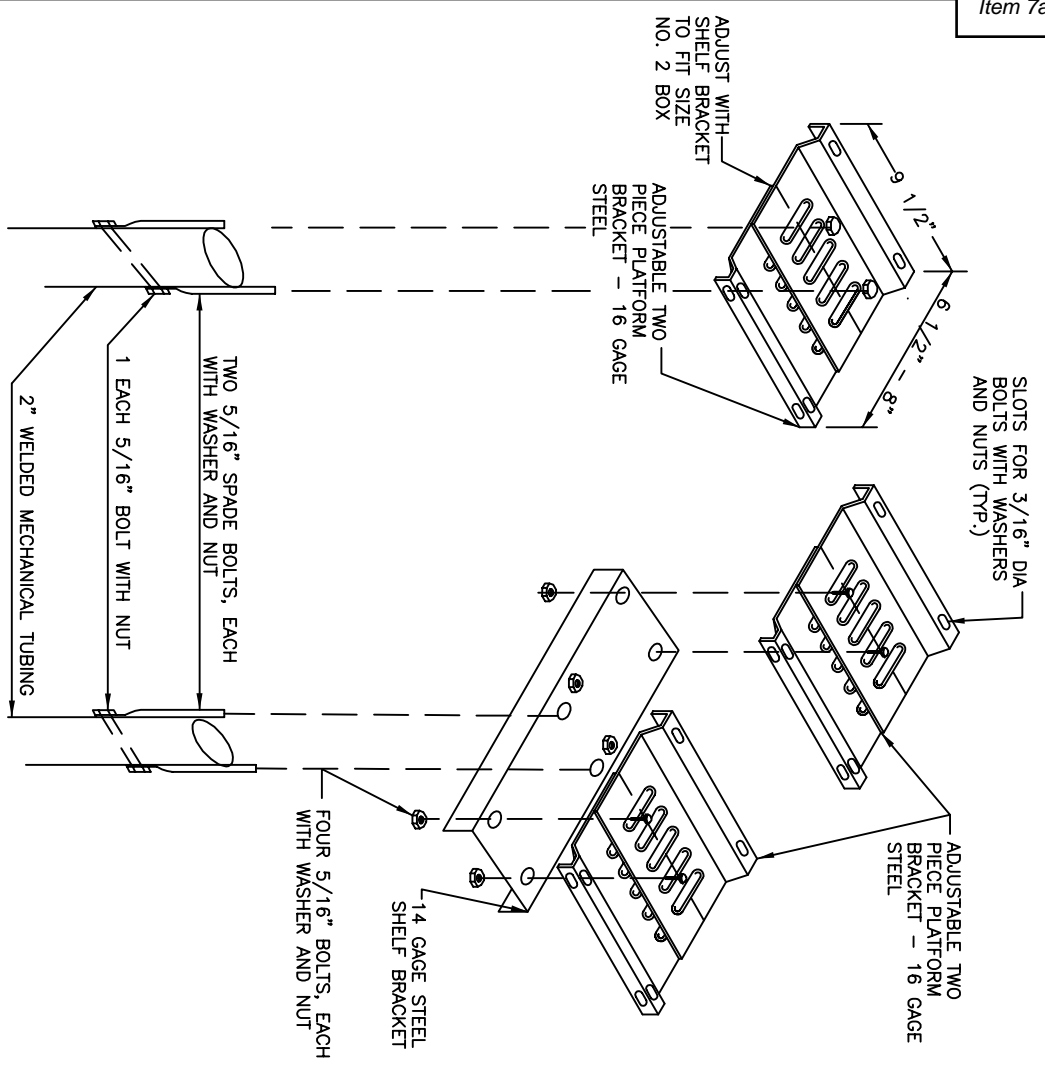
THE GROUND SURROUNDING THE MAILBOX SUPPORTS SHALL BE FIRM, UNDISTURBED GROUND, OR WELL COMPACTED REGRADED SOIL. THE SUPPORTS ARE NORMALLY DRIVEN, BUT THEY MAY BE PLACED IN A DUG HOLE WITH WELL COMPACTED BACKFILL.

MAILBOX SUPPORTS

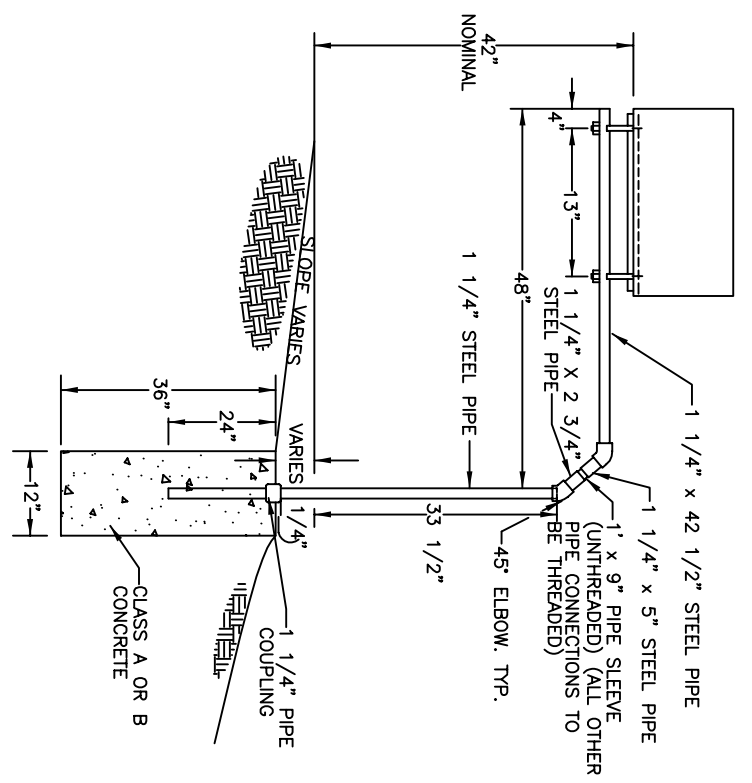
HUERFANO COUNTY

APPROVED: _____
 REVISED: _____
 REVISIONS: _____

FIGURE NO. 12A



SINGLE AND DOUBLE MAILBOX SUPPORTS ALTERNATIVE
 (FORESIGHT PRODUCTS MODEL NOS. 20-S OR 20-D)

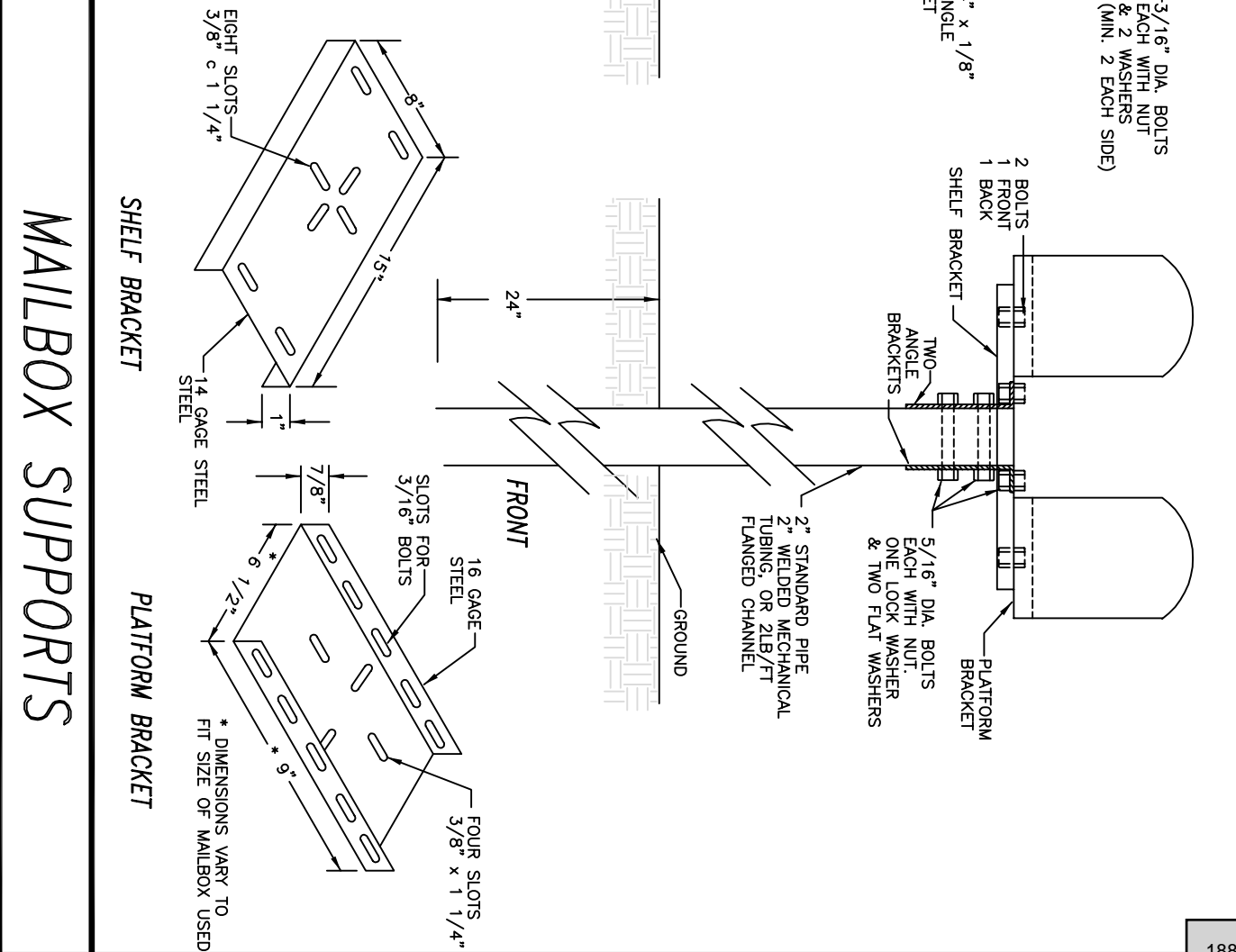
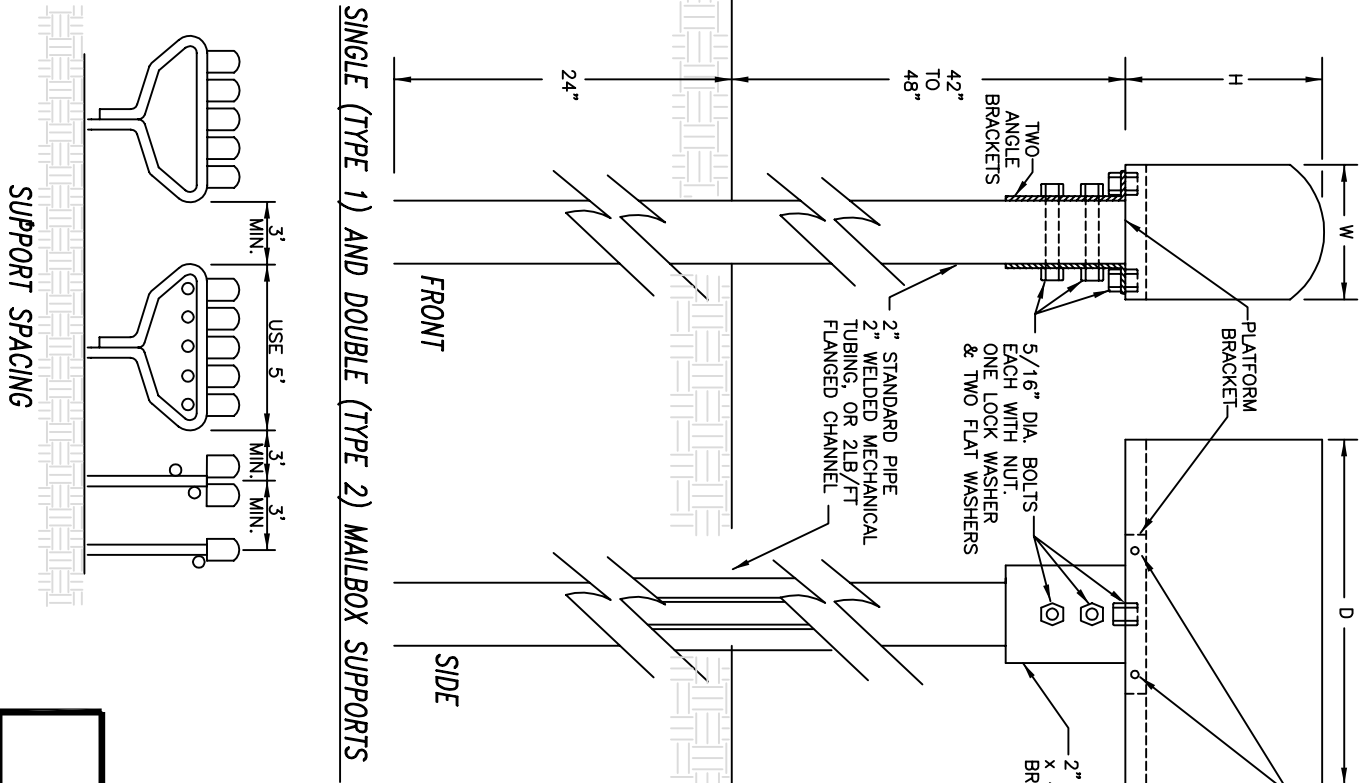


MAILBOX SUPPORTS

HUERFANO COUNTY

APPROVED: _____
 REVISED: _____
 REVISED: _____

FIGURE NO. 12B



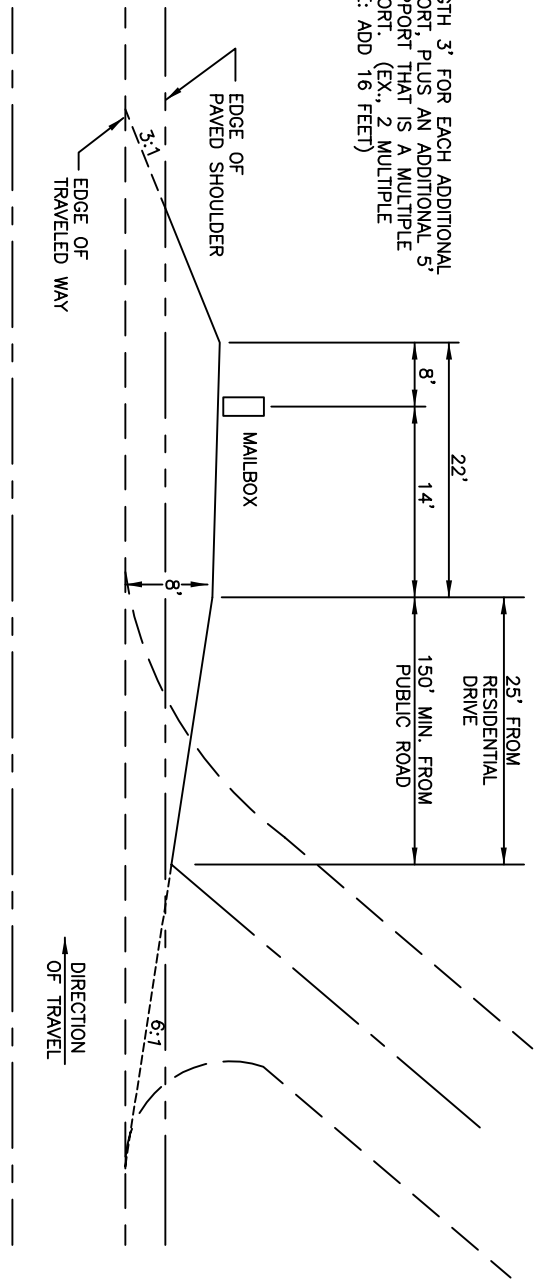
MAILBOX SUPPORTS

HUERFANO COUNTY

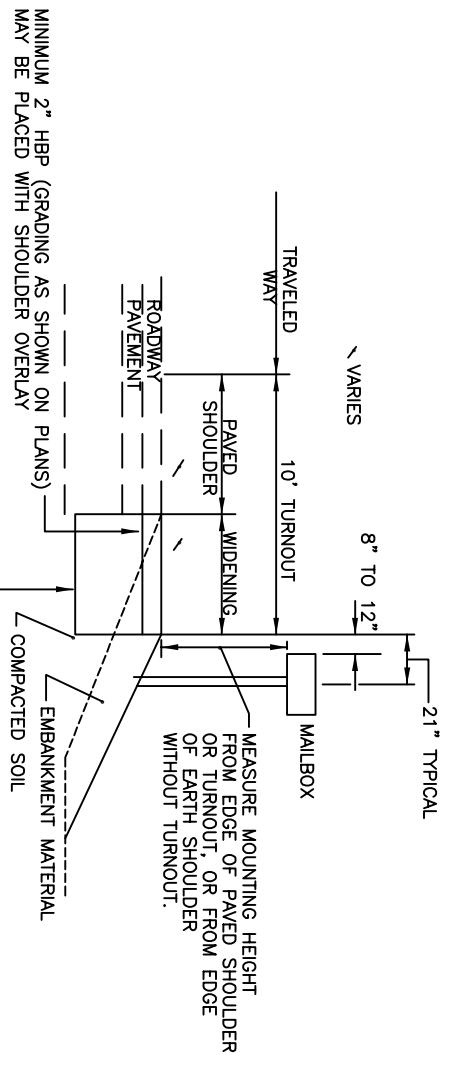
APPROVED: _____
 REVISED: _____
 REVISED: _____

FIGURE NO.
 13

INCREASE LENGTH 3' FOR EACH ADDITIONAL MAILBOX SUPPORT, PLUS AN ADDITIONAL 5' FOR EACH SUPPORT THAT IS A MULTIPLE MAILBOX SUPPORT (EX., 2 MULTIPLE AND 1 DOUBLE: ADD 16 FEET)



MAILBOX TURNOUT



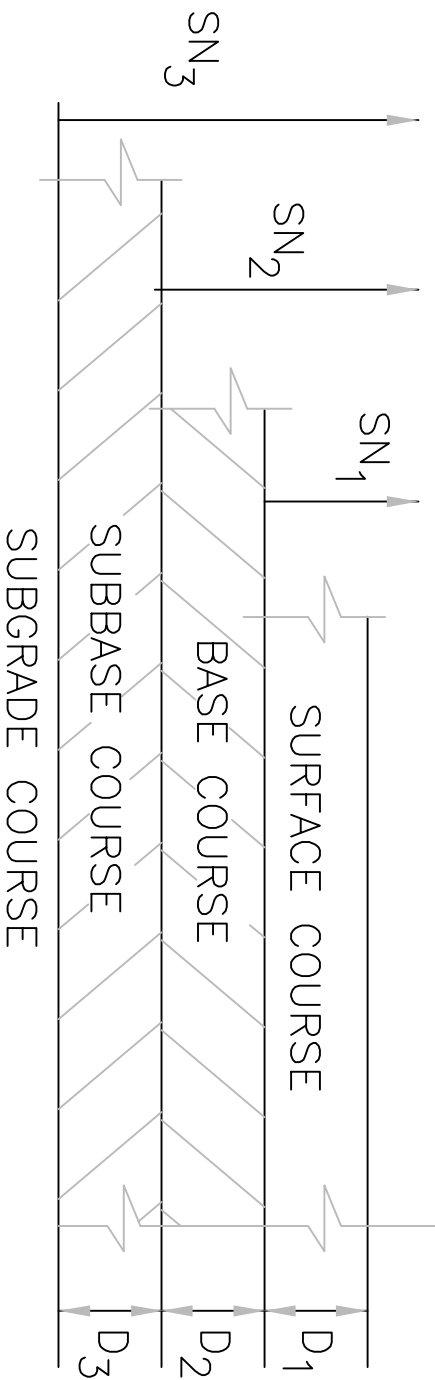
TURNOUT TYPICAL SECTION

MAILBOX TURNOUTS - ROAD ADT ≥ 2000

HUERFANO COUNTY

APPROVED: _____
 REVISED: _____
 REVISED: _____

FIGURE NO. 14



$$D^*_{1} \geq \frac{SN_1}{a_1} \quad SN^*_1 + SN^*_2 \geq SN_2$$

$$SN^*_1 = a_1 D^*_{1} \geq SN_1 \quad D^*_3 \geq \frac{SN_3 - (SN^*_1 + SN^*_2)}{a_3 m_3}$$

$$D^*_2 \geq \frac{SN_2 - SN^*_1}{a_2 m_2}$$

- 1) Where a_1 is the structural layer coefficient for each material, m_1 is drainage related adjustment per sec. 6.3e
- 2) An asterisk with D or SN indicates that it represents the value actually used, which must be equal to or greater than the required value.

LAYERED PAVEMENT DESIGN

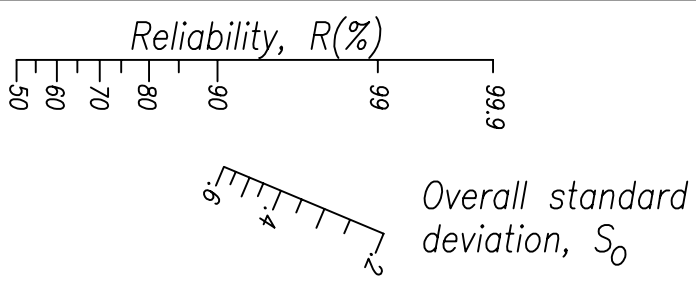
HUERFANO COUNTY

APPROVED: _____
 REVISED: _____
 REVISED: _____

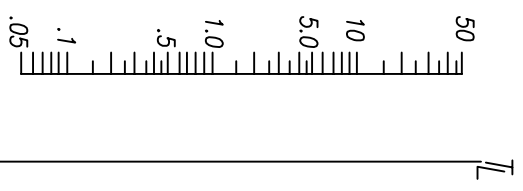
FIGURE NO.
15

NOMOGRAPH SOLVES:

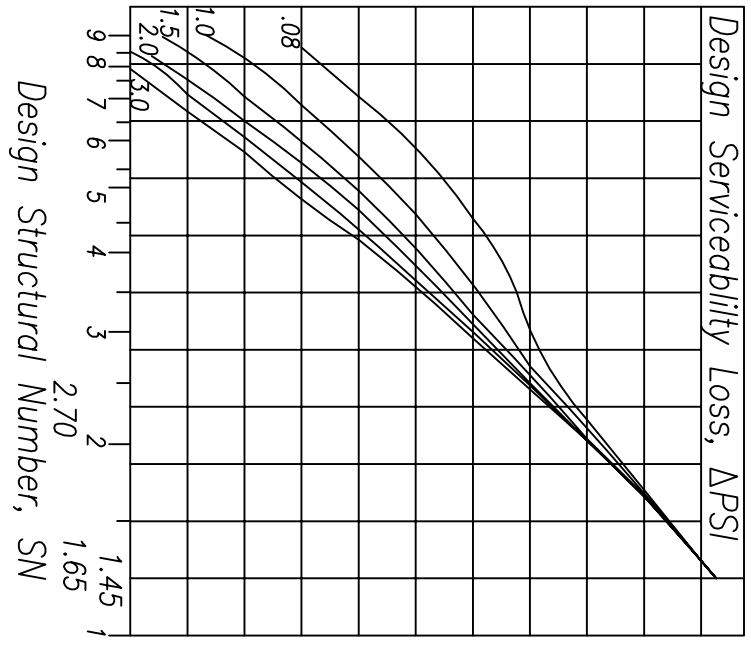
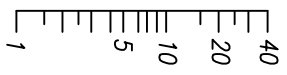
$$\log_{10} 18^{k_{ESAL}} = Z_R^* S_0 + 9.36 \log_{10} (SN+1) - 0.20 + \frac{\log_{10} \left[\frac{\Delta PSI}{4.2-1.5} \right]}{0.40 + \frac{1094}{(SN+1)^{5.19}}} + 2.32 \log_{10} M_R - 8.07$$



Estimated total 18-kip equivalent single axle load applications (millions)



Effective roadbed soil resilient modulus, M_R (psi)



DESIGN NOMOGRAPH-FLEXIBLE PAVEMENTS

HUERFANO COUNTY

APPROVED: _____
 REVISED: _____
 REVISED: _____

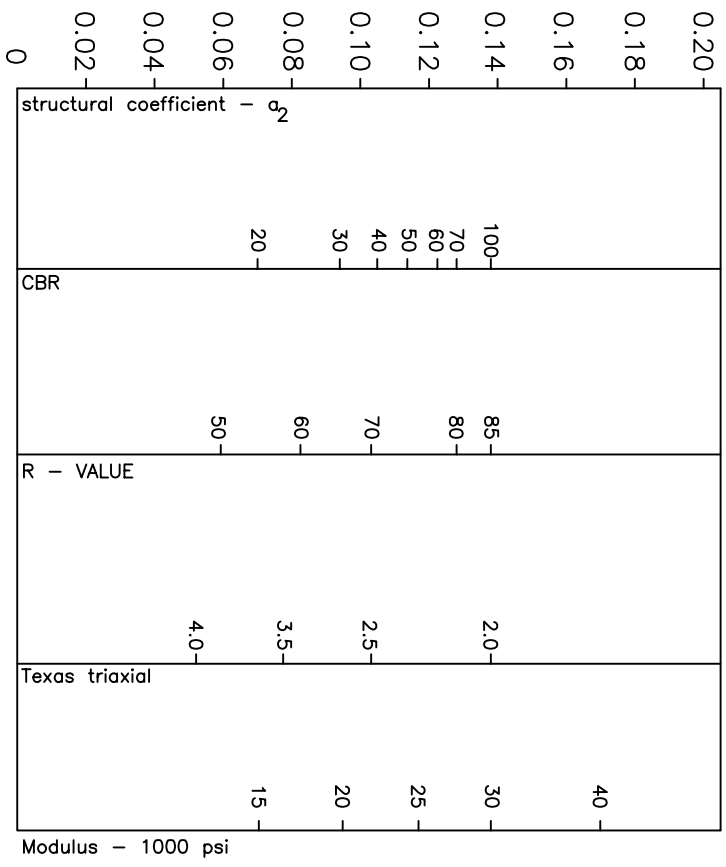
FIGURE NO. 16

Evaluation of soils and pavement structure materials
 Tests, material components and terms involved in the
 evaluation of flexible pavement design are as follows.

COMPONENT	TEST	TERM
Roadbed Soil	Resilient Modulus	P.S.I.
Subbase	Hveem stability	R
Base Course	Hveem stability	R
Plant Mix Bituminous	Elastic modulus	P.S.I.
Base (PMBB)	Elastic modulus	P.S.I.
Hot Bituminous	Elastic modulus	P.S.I.
Pavement (HBP)	Elastic modulus	P.S.I.
Plant Mixed Seal (PMS)	Elastic modulus	P.S.I.

Correlation of resistance values to soil support values is shown to the right.

STRUCTURAL COEFFICIENT



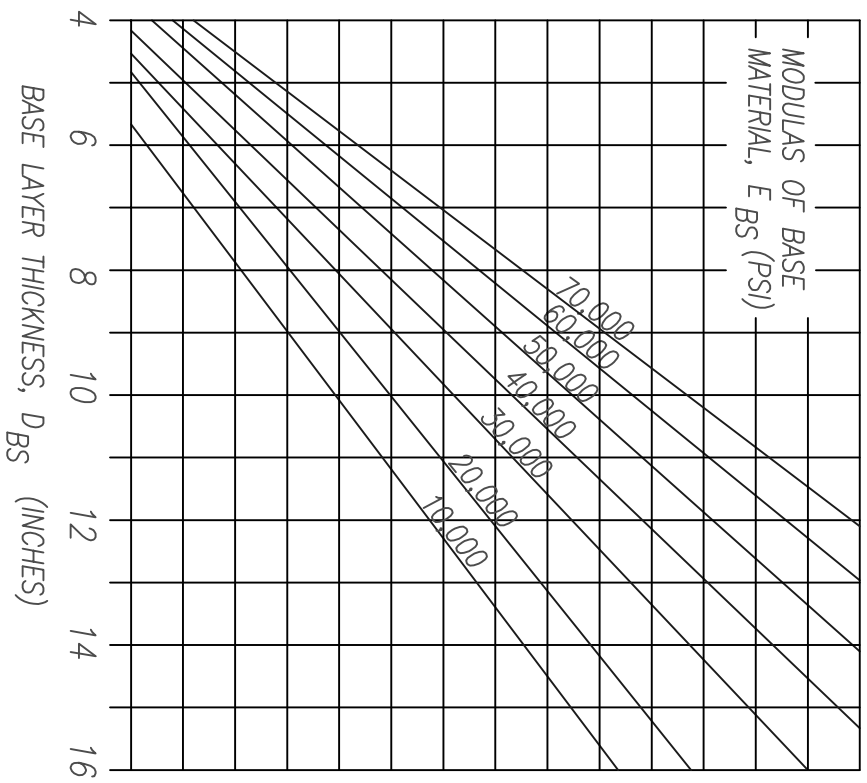
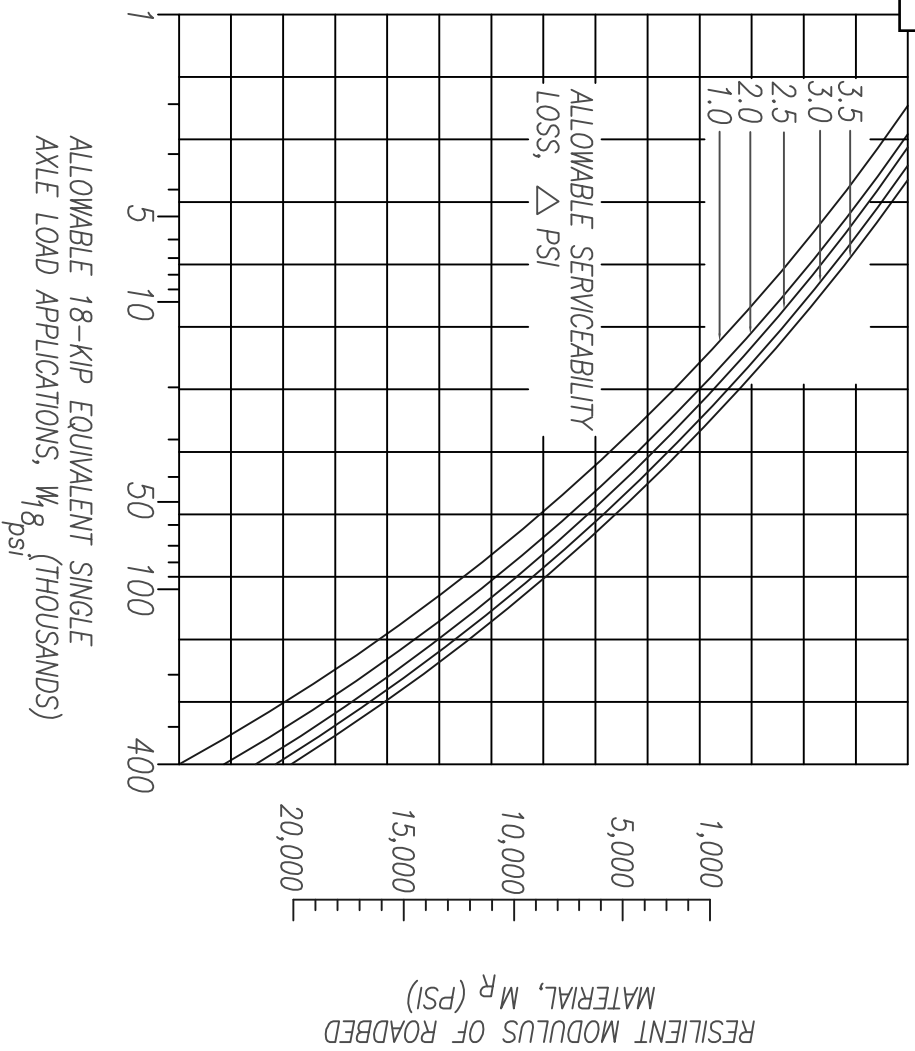
NOTE: The minimum strength coefficient of the base course on highways having a current ADT volume of 750 or greater shall be 0.12

SOIL SUPPORT VALUES

HUERFANO COUNTY

APPROVED: _____
 REVISED: _____
 REVISED: _____

FIGURE NO.
 17



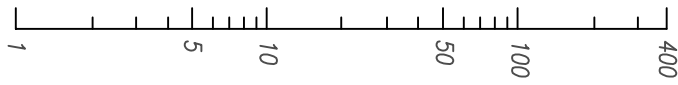
DESIGN NOMOGRAPH FOR GRAVEL ROADS - SERVICEABILITY CRITERIA

HUERFANO COUNTY

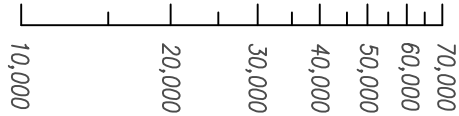
APPROVED: _____
 REVISED: _____
 REVISED: _____

FIGURE NO. 18

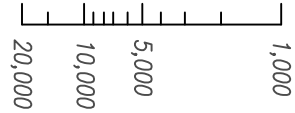
Allowable 18 kip equivalent
single axle load applications,
 W_{18RUT} (thousands)



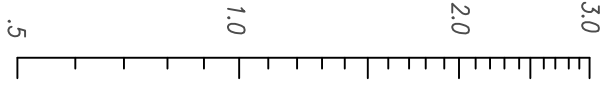
Modulus of aggregate base
layer, E_{BS} (psi)



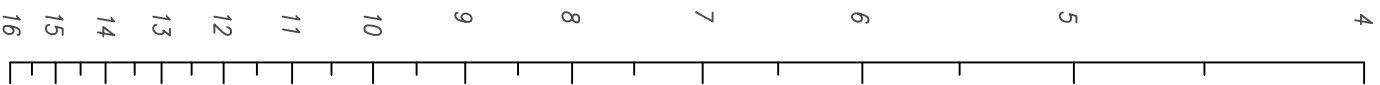
Resilient modulus of roadbed
material, M_R (psi)



Allowable rut depth, RD (inches)



Thickness of aggregate base layer considered
for rutting criteria, D_{BS} (inches)

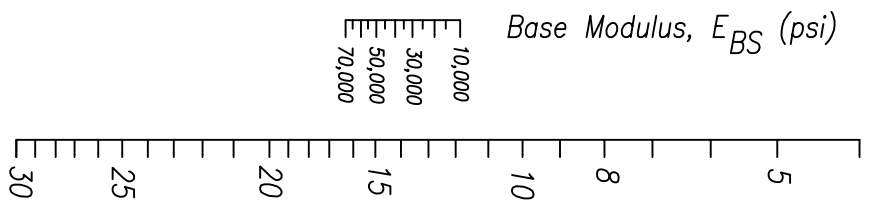
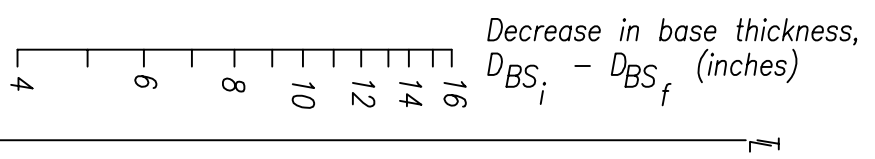
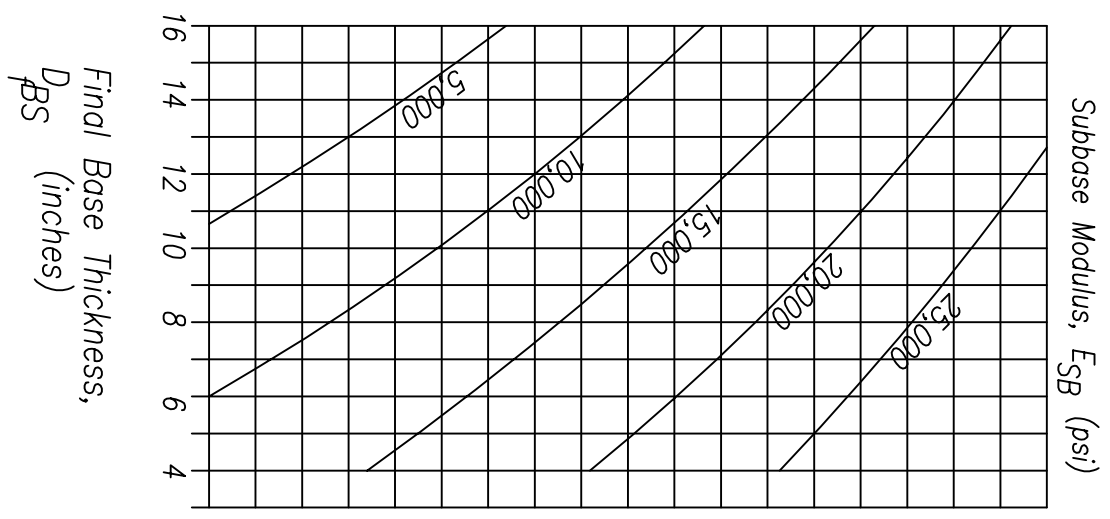


DESIGN NOMOGRAPH FOR GRAVEL ROADS -
RUTTING CRITERIA

HUERFANO COUNTY

APPROVED: _____
REVISED: _____
REVISED: _____

FIGURE NO.
19



Required subbase thickness, D_{SB} (inches)

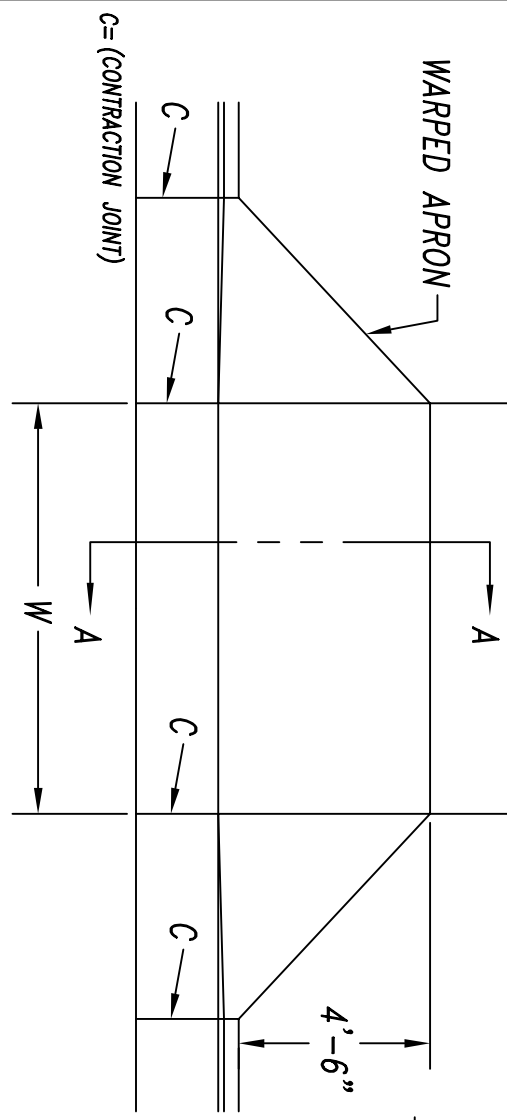
EQUIVALENT THICKNESS - SUBBASE VS BASE

HUERFANO COUNTY

APPROVED: _____
 REVISED: _____
 REVISED: _____

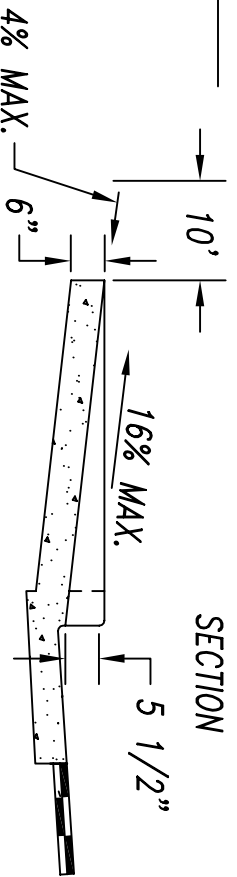
FIGURE NO.
 20

R.O.W.

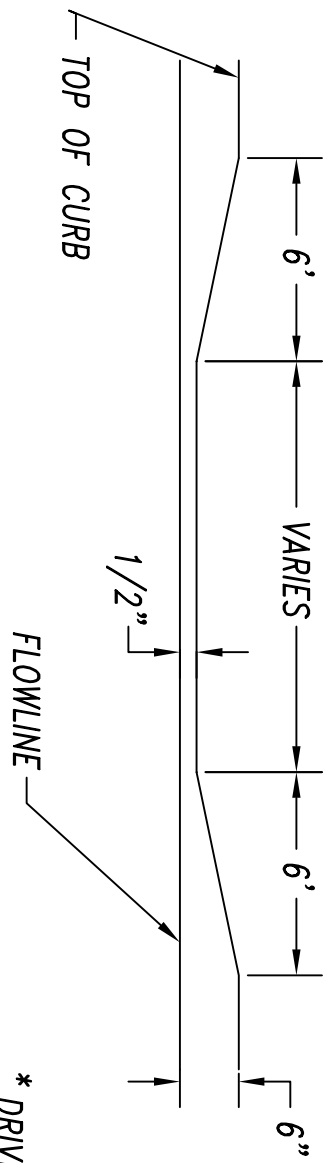


NOTE: CONCRETE SHALL EXTEND 4'-6" OR TO BACK OF SIDEWALK (IF PRESENT)

PLAN



SECTION A-A



TYPICAL CURB CUT SECTION

* DRIVES OVER 30' MAY REQUIRE CONSTRUCTION AS A ROAD APPROACH WITH CURB RETURNS AND CROSS PAN.

URBAN DRIVEWAY WIDTHS	
MIN.	MAX.
RESIDENTIAL 12'	20'
COMMERCIAL 20'	30'*

URBAN DRIVEWAYS

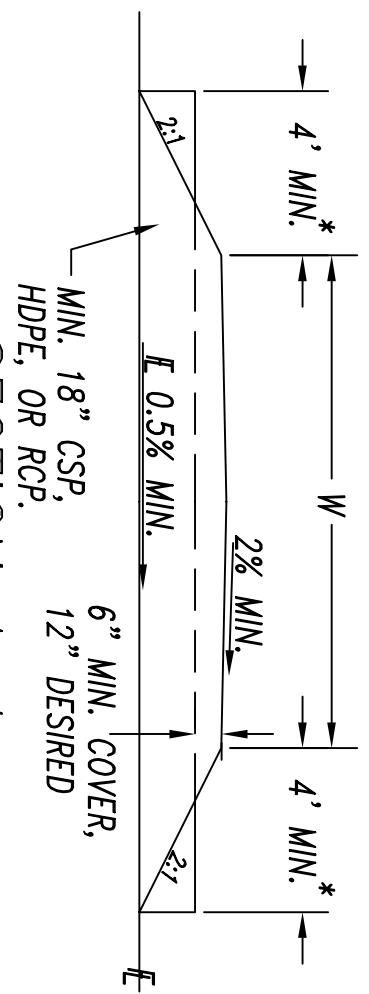
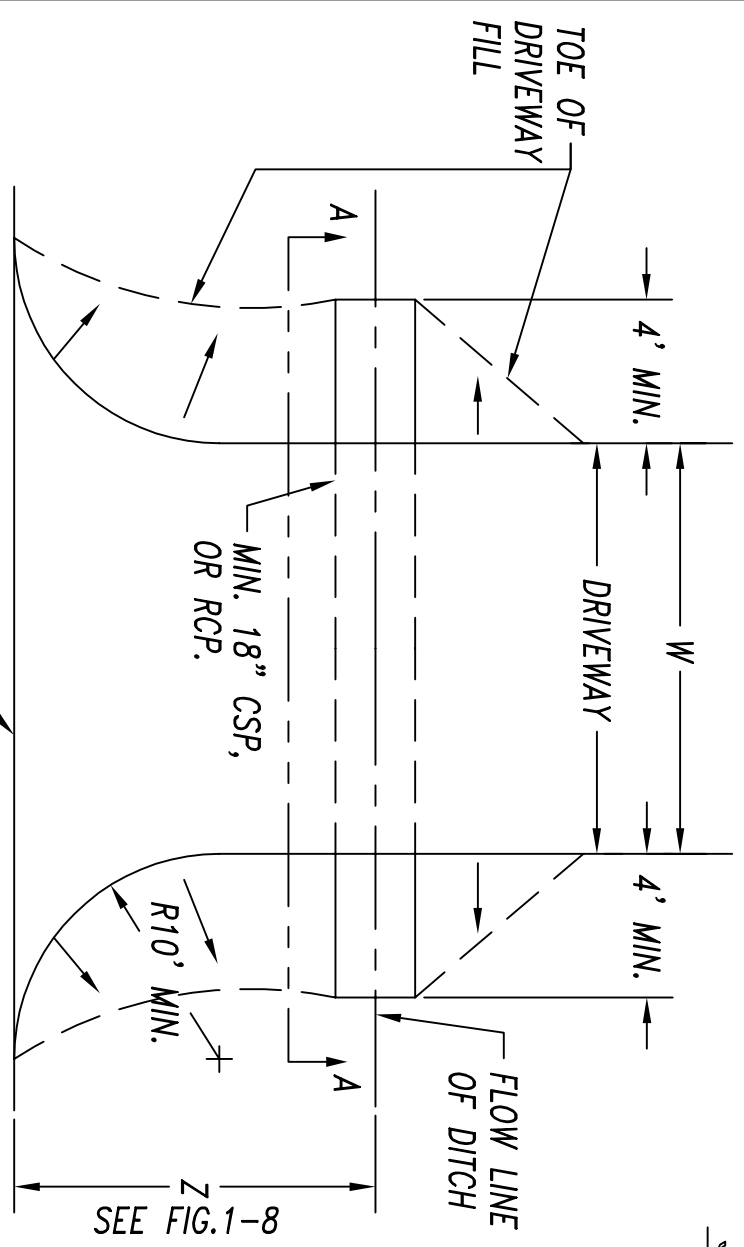
HUERFANO COUNTY

APPROVED: _____
 REVISED: _____
 REVISED: _____

FIGURE NO. 21

RURAL DRIVEWAY WIDTHS

USE	W, MIN.	W, MAX.
RESIDENTIAL	12'	18'
MULTI-FAMILY RESIDENCE	16'	24'
COMMERCIAL	16'	24'
INDUSTRIAL	24'	30'
AGRICULTURAL	16'	30'



SECTION A-A

*SEE FIGURES 25 & 26 FOR END TREATMENT DETAILS

NOTES:

1. For driveways along paved roadways, the driveway shall be paved from the roadway edge to the property line with grade C H.B.P., min. 4" depth.
2. For driveways along gravel roadways, the driveway shall be capped from the roadway edge to the property line with class 6 A.B.C., min. 9" depth.

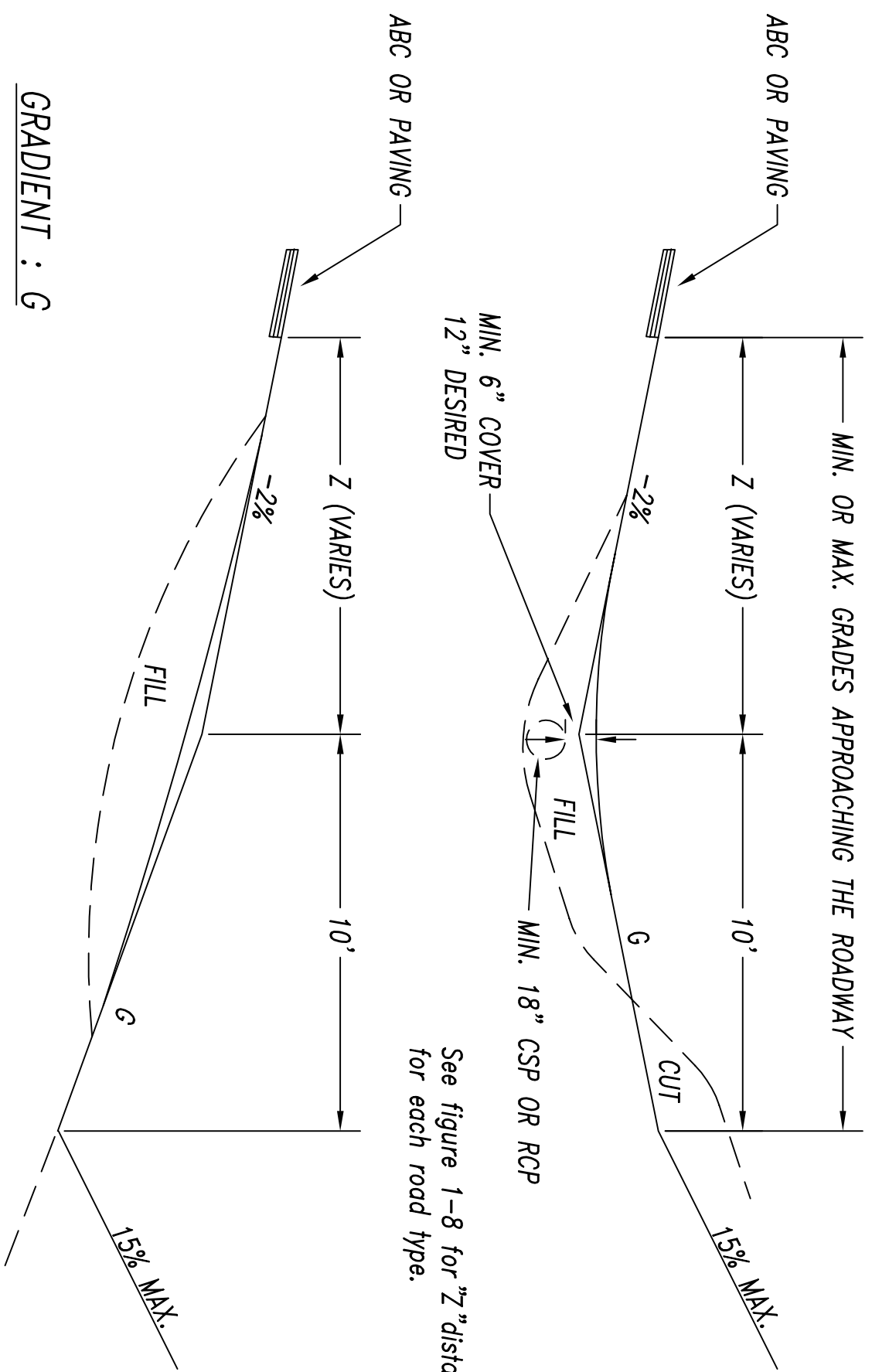
EDGE OF PAVEMENT OR SHOULDER OF ROADWAY

RURAL DRIVEWAYS

HUERFANO COUNTY

APPROVED: _____
 REVISED: _____
 REVISED: _____

FIGURE NO. 22

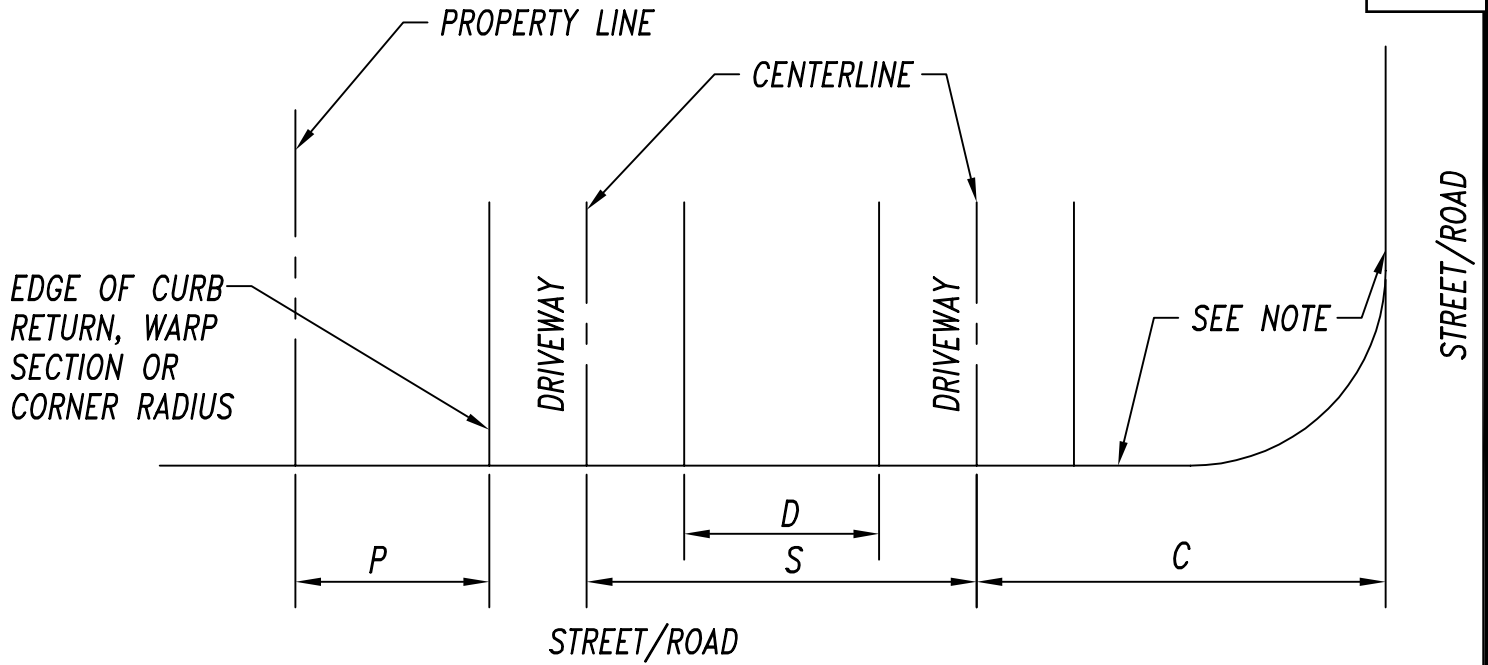


See figure 1-8 for "Z" distance for each road type.

GRADIENT : G

- Commercial 2% min. to 8% max.
- Industrial 2% min. to 5% max.
- Residential 2% min. to 15% max.
- Agricultural 2% min. to 15% max.

RURAL DRIVEWAY PROFILES	
HUERFANO COUNTY	APPROVED: _____
	REVISSED: _____
	REVISSED: _____
	FIGURE NO. 23



NOTE: Flowline of curb/gutter or edge of asphalt if curb/gutter does not exist or edge of shoulder if asphalt does not exist.

	Figure Reference	Dimension
Residential Driveways		
From property lines	P	5' *
From street/road intersection	C	60' **
Between driveways		
on locals	D	10'
on collectors	S	200'
on arterials	S	325'
Non-residential Driveways on Locals		
From property lines	P	5' *
From arterial street intersections	C	200' ***
From collector street intersections	C	100' ***
From local street intersections	C	60' ***
Between driveways	S	100' ***
Non-residential Driveways on Collectors		
From property lines	P	5' *
From arterial street intersections	C	300' ***
From collector street intersections	C	200' ***
From local street intersections	C	125' ***
Between driveways	S	150' ***
Non-residential Driveways on Arterials		
From property lines	P	5' *
From street intersections	C	500' ****
Between driveways	S	325' ***

* Except at shared access locations

** The C dimension may be reduced to 30 feet if stop sign control is provided at the street intersection.

*** The C and S dimensions may be reduced if approved by the Board of County Commissioner due to the existence of limiting factors. Selected turning movements may be prohibited.

**** If the proposed driveway is restricted to right turn movements or if it is not aligned with an existing or planned left-turn lane, the C dimension may be reduced if approved by the Director of Public Works due to the existence of limiting factors. If signalization is proposed, the minimum C distance shall be increased to 660 feet unless otherwise approved by the Board of County Commissioners.

DRIVEWAY SPACING

HUERFANO COUNTY

APPROVED: _____
 REVISED: _____
 REVISED: _____

FIGURE NO.
 24

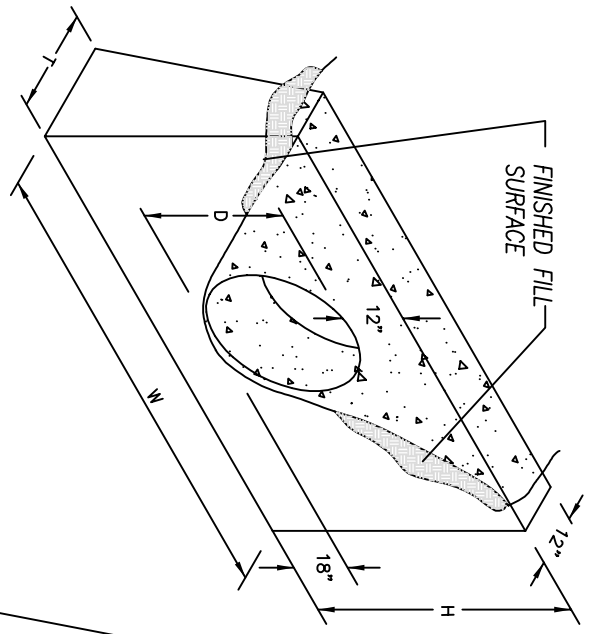
Figure 25

Culvert Headwalls - Pipes smaller than 48 inches in diameter Amendment:

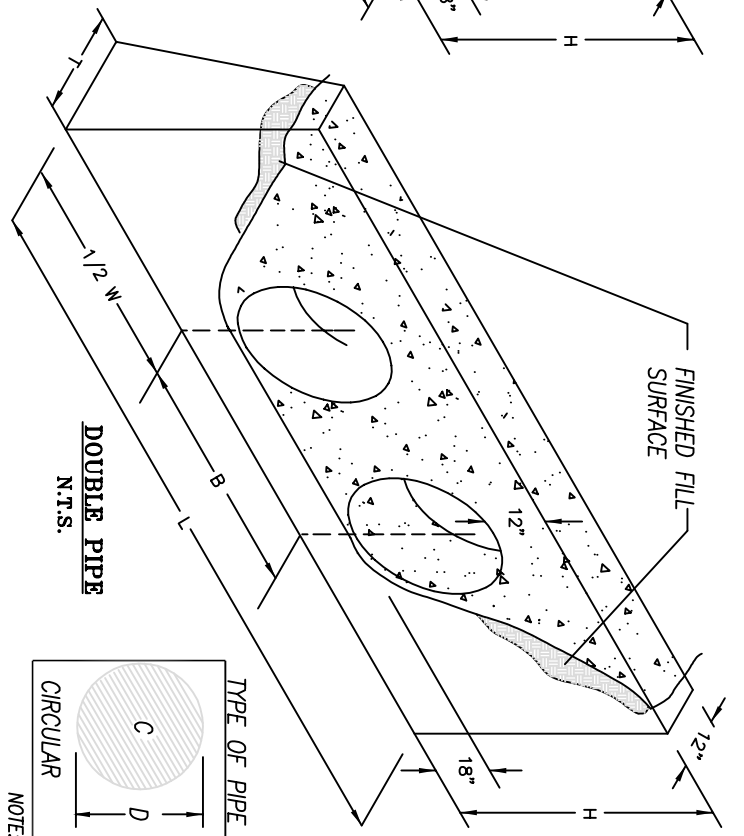
If spiral pipe is used flared end sections shall be placed on both the inlet and outlet of the culvert pipe. Delineator posts shall be installed at each end of the flared end sections.

If the County inspector feels deviation from the current application depicted in Figure 25 would not be acceptable, they may deny the applicant's request. The applicant may dispute the inspectors' decision before the Board of County Commissioners.

Appendix 1 Standard Details Figure 25-Amended by Resolution #16- 47
on May 10, 2016



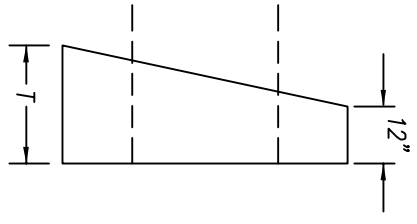
SINGLE PIPE
N.T.S.



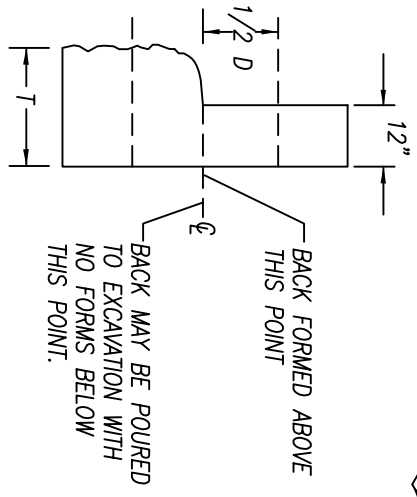
DOUBLE PIPE
N.T.S.

TYPE OF PIPE	HEADWALL DIMENSIONS
CIRCULAR	$D = \text{PIPE DIAMETER (INSIDE)}$ $H = D + 30''$ $W = 3D + 18''$ $T = 0.4H \text{ (NEAREST INCH)}$ $B = 1.5D \text{ (30" MINIMUM)}$ $L = W + B$

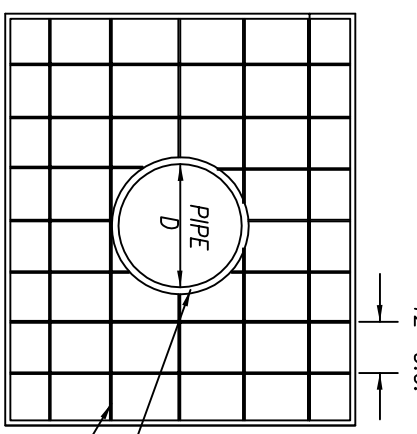
NOTE: HEADWALLS FOR PIPE 48 INCHES OR LARGER IN DIAMETER MUST BE DESIGNED BY LICENSED ENGINEER SEE ART. 5.18.



SIDE VIEW
N.T.S.



ALTERNATE CONSTRUCTION
SIDE VIEW
N.T.S.



GENERAL NOTES

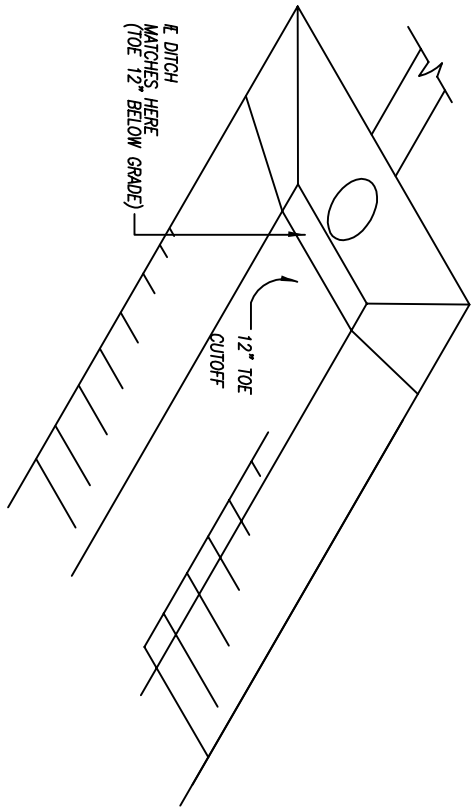
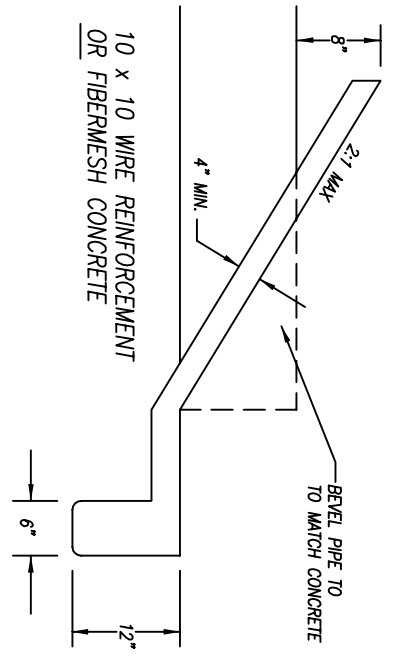
FOR SIZE AND LOCATION OF CULVERTS, SEE PLANS.
 ALL CONCRETE SHALL BE CLASS A OR B.
 FOOTINGS IN ROCK SHALL BE POURED OUT TO ROCK
 AND NOT FORMED
 EXPOSED CONCRETE CORNERS SHALL BE CHAMFERED 3/4"

CULVERT HEADWALLS - PIPES SMALLER THAN 48 INCH DIAMETER.

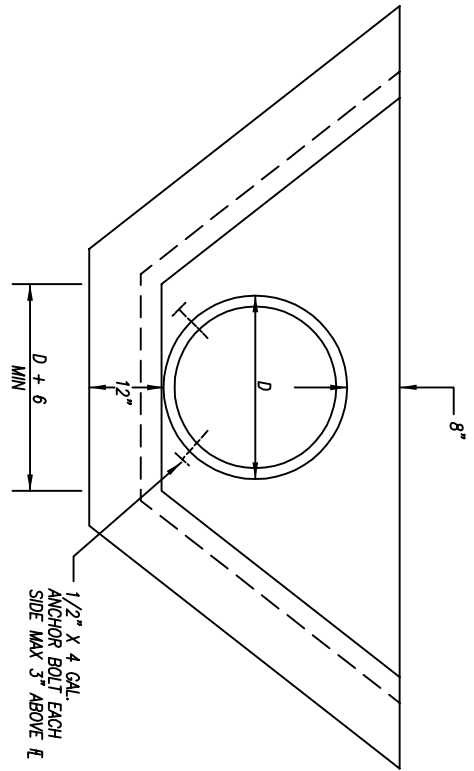
HUERFANO COUNTY

APPROVED: _____
 REVISED: _____
 REVISED: _____

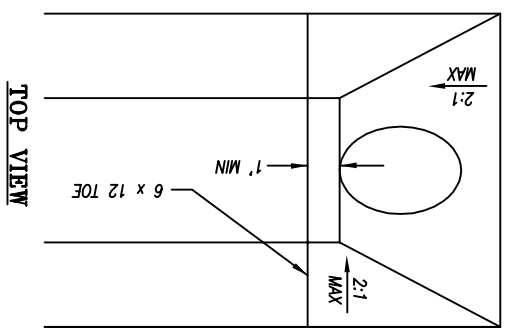
FIGURE NO. 25



ISOMETRIC VIEW



FRONT VIEW



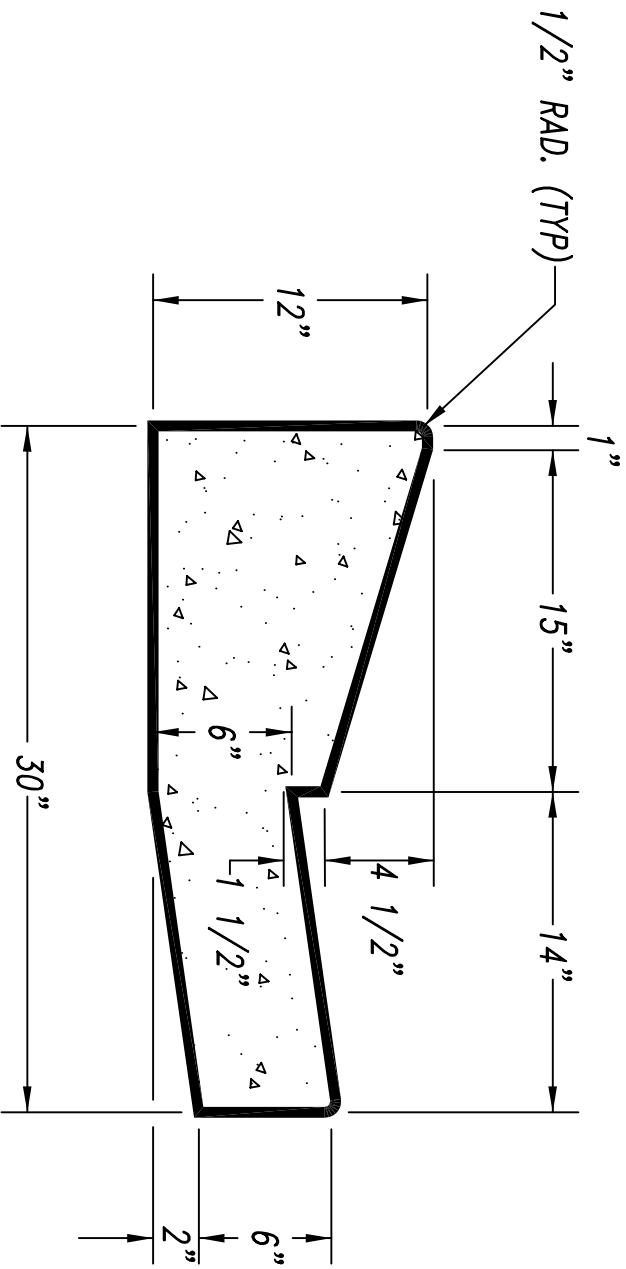
TOP VIEW

CULVERT INLET/OUTLET PAVING

HUERFANO COUNTY

APPROVED: _____
 REVISED: _____
 REVISED: _____

FIGURE NO. 26



TYPICAL X-SECTION
 NOT TO SCALE

ALTERNATE RAMP CURB & GUTTER

HUERFANO COUNTY

APPROVED: _____
 REVISED: _____
 REVISED: _____

FIGURE NO.
 27

APPENDIX 2

Tables

APPENDIX 2

TABLE 1

Class	min. r.o.w.	design capacity A.D.T.	design speed	grade		allowed surface
				min.	max.	
Expressway	150	20--50,000	60	0.5	6	pave.
Principal Arterial	120	12--28,000	60	0.5	6	pave.
Minor Arterial	100	5--10,000 two lane 10--18,000 four lane	50	0.5	6	pave.
Major Collector	80	2--5,000	45	0.5	8	pave.
Minor Collector	60	1250--2500	40	0.5	8	pave.
Local Access	60	500--1250	30	0.5	10	pave.
Local Minor Residential	60	0--500	30	0.5	10	pave. gravel*
Local Industrial	70	0--1250	30	0.5	8	pave.
Local Commercial	70	0--1250	30	0.5	6	pave.

* subject to the restrictions and conditions listed in Article 6

TABLE 2

TRIAL BASE THICKNESS, D_{BS} (INCHES) _____				SERVICEABILITY CRITERIA PSI=		RUTTING CRITERIA RD(INCHES)=	
(1) SEASON (ROADBED MOISTURE CONDITION)	(2) ROADBED RESILIENT MODULUS M_R (psi)	(3) BASE ELASTIC MODULUS E_{BS} (psi)	(4) PROJECTED 18 -- KIP ESAL TRAFFIC W_{18}	(5) ALLOWABLE 18 -- KIP ESAL TRAFFIC $(W_{18})_{PSI}$	(6) SEASONAL DAMAGE $W_{18}/(W_{18})_{PSI}$	(7) ALLOWABLE 18 -- KIP ESAL TRAFFIC $(W_{18})_{RUT}$	(8) SEASONAL DAMAGE $W_{18}/(W_{18})_{RUT}$
WINTER (FROZEN)							
SPRING/THAW (SATURATED)							
SPRING/FALL (WET)							
SUMMER (DRY)							
		TOTAL TRAFFIC =		TOTAL DAMAGE =		TOTAL DAMAGE=	

APPENDIX 3

**ASPHALT PAVEMENT AND
GRAVEL ROAD DESIGN EXAMPLES**

ASPHALT PAVEMENT

As an example to illustrate the procedure and requirements of Article 6, assume the following:

- o Minor collector functional classification
- o HVEEM test R value of 20
- o Projected traffic volume equivalent to the minimum 18K EDLA value of 30 for a minor collector

From the equations in 6.2 c:

$$S_1 = [(20-5)/11.29] + 3 = 4.33$$

$$M_R = 10^{(S_1 + 18.72)/6.24} = 4898 \text{ (use 5000)}$$

Convert EDLA to ESAL (20 year design period)

$$30 \times 20 \times 365 = 219,000$$

From 6.3 c , the reliability factor for a minor collector is 80

From Figure 17 in Appendix 1:

Modulus for base course with structural coefficient of 0.12 is approximately 26,000.

Modulus for subbase course with structural coefficient of 0.10 is approximately 21,000.

From the nomograph in Figure 16 of Appendix 1 (reproduced to illustrate example as Figure A3 - 1, this Appendix) read the following structural numbers for layered design per Figure 15:

$$SN_1 = 1.45$$

$$SN_2 = 1.65$$

$$SN_3 = 2.7$$

Per the procedure described in 6.5 and illustrated in Figure 15:

$$D^*_1 = SN_1/a_1 = 1.45/0.44 = 3.3; \text{ use } 3.5$$

$$SN^*_1 = a_1 D^*_1 = SN_1 = (3.5)(0.44) = 1.54$$

$$D^*_2 = (SN_2 - SN^*_1)/a_2 m_2 = (1.65 - 1.54)/0.12 = 1; \text{ use } 6 \text{ inch min.}$$

$$SN^*_1 + SN^*_2 = SN_2 = (0.12)(6) + (3.5)(0.44) = 2.26; > 1.65 \text{ ok}$$

$$D^*_3 = SN_3 - (SN^*_1 + SN^*_2)/a_3m_3 = (2.7 - 2.26)/0.10 = 4.4; \text{ use } 5$$

$$\text{total} = SN^*_1 + SN^*_2 + SN^*_3 = 1.54 + 0.72 + 0.50 = 2.76 > 2.7 \text{ ok}$$

Therefore use the following layer thickness:

Depth of HBP (D^*_1) - 3.5 inches

Depth of Class 6 base course (D^*_2) - 6 inches

Depth of Class 2 subbase course (D^*_3) - 5 inches

The above would be the minimum allowed values.

If a full depth asphalt design were proposed for this example (and APPROVED by the Public Works Director) the required depth would be:

$$D_{\text{fda}} = SN_3/a_1 = 2.7/0.44 = 6.14; \text{ use } 6.5 \text{ inches}$$

GRAVEL ROAD DESIGN

The primary design requirements for aggregate surfaced roads include:

- o Predicted future traffic for the design period (see Article 2)
- o The lengths of the seasons (see Article 6.6.1e)
- o Seasonal resilient moduli of the roadbed soil (see Article 6.6.1f)
- o Elastic modulus, E_{BS} (psi), of aggregate base layer (from HVEEM or other testing. M_R value)
- o Elastic modulus, E_{BS} (psi), of aggregate subbase layer (from HVEEM or other testing. M_R value)
- o Design serviceability loss, ΔPSI (Article 6.6.1c)
- o Allowable rutting, RD (inches), in surface layer (Article 6.6.1a), and
- o Aggregate loss, GL (inches), of surface layer (Article 6.6.1b)

These design requirements are used in conjunction with the computational chart in Table 2 in Appendix 2 and the design nomographs for serviceability (Figure 18, Appendix 1) and rutting (Figure 19, Appendix 1) The following steps outline the procedure:

Step 1: Select four levels of aggregate base thickness, D_{BS} , which should bound the probable solution. Prepare four separate tables, one for each trial thickness, identical to Table 2. On each of the four tables enter the trial base thickness, D_{BS} ; design serviceability loss, ? PSI; and the allowable rutting, RD in the appropriate boxes.

Step 2: Enter the appropriate seasonal resilient (elastic) moduli of the roadbed (M_R) and the aggregate base material, E_{BS} , in columns 2 and 3, respectively, of Table 2. The base modulus values may be proportional to the resilient modulus of the roadbed soil during a given season. However, a constant value of 30,000 psi was used in the example which follows since a portion of the aggregate base material will

be converted into an equivalent thickness of subbase material (which will provide some shield against the environmental moisture effects).

Step 3: Enter the seasonal 18-kip ESAL traffic in column 4 of Table 2. Assuming that truck traffic is distributed evenly throughout the year, the lengths of the seasons should be used to proportion the total projected 18-kip ESAL traffic to each season. If the road is load-zoned (restricted) during certain critical periods, the total traffic may be distributed only among those seasons when truck traffic is allowed. Total traffic of 36,500 18-kip ESAL applications (the minimum 5 EDLA and a 20 year design period) and a seasonal pattern corresponding to U.S. Climatic Region VI was used in the example.

Step 4: Within each of the four tables estimate the allowable 18-kip ESAL traffic for each of the four seasons using the serviceability-based nomograph (Figure 18) and enter the result in column 5. If the resilient modulus of the roadbed soil (during the frozen season) is such that the allowable traffic exceeds the upper limit of the nomograph, assume a practical value of 500,000 18-kip ESAL.

Step 5: Within each of the four tables estimate the allowable 18-kip ESAL traffic for each of the four seasons using the rutting-based nomograph (Figure 19) and enter the result in column 7. Again, if the resilient modulus of the roadbed soil is such that the allowable traffic exceeds the upper limit of the nomograph, assume a practical value of 500,000 18-kip ESAL.

Step 6: Compute the seasonal damage values in each of the four tables for the serviceability criteria by dividing the projected seasonal traffic (column 4) by the allowable traffic in that season (column 5). Enter these seasonal damage values in column 6 of Table 2 corresponding to serviceability criteria. Next, follow these same instructions for rutting criteria, i.e., divide column 4 by column 7 and enter in column 8.

Step 7: Compute the total damage for both the serviceability and rutting criteria by adding the seasonal damages. When this is accomplished for all four tables, a graph of total damage versus base layer thickness should be prepared. The average base layer thickness, \underline{D}_{BS} , required is determined by interpolating in this graph for a total damage equal to 1.0. Figure A3-5 provides an example in which the design is controlled by the serviceability criteria.

Step 8: The base layer thickness determined in the last step should be used for design if the effects of aggregate loss are negligible. If, however, aggregate loss is significant, the design thickness is determined using the following equation:

$$D_{BS} = \underline{D}_{BS} + (0.5 \times GL)$$

where GL = total estimated aggregate (gravel) loss (in inches) over the performance period.

Step 9: The final step of the design chart procedure for aggregate surfaced roads is to convert a portion of the aggregate base layer thickness to an equivalent thickness of subbase material. This is accomplished with the aid of Figure 20. Select the final base thickness desired, D_{BSf} (6 inches is used in the example). Draw a line to the estimated modulus of the subbase material, E_{BS} . Go across and through the scale corresponding to the reduction in base thickness, $D_{BSi} \text{ -- } D_{BSf}$. Then for the known modulus of the base material, E_{BS} , determine the required subbase thickness, D_{SB} .

As an example to illustrate the described procedure and the requirements of Article 6, assume the following:

- o HVEEM R value of 20 for the roadbed soil.
- o The minimum required EDLA of 5, over a 20 year design period for a total traffic of 36,500 18-kip ESAL.

Assume 6, 8, 10, and 12 inches of base thickness for preparation of the four tables. Per Article 6.6.1, the design serviceability loss is 3, and the allowable rutting is 2.

Proportion the total projected 18-kip ESAL traffic into the seasonal traffic values for column 4 according to the lengths of season specified in 6.6.1e.

The results of proceeding according to steps 4, 5, and 6 above are shown in the example tables, Tables A3-1 through A3-4.

Figure A3-5 shows the graph of total damage versus base layer thickness for this example. The serviceability criteria require a larger thickness of base than the rutting criteria. Use the higher value (11.6 inches) for design.

Gravel loss is specified for design purposes in 6.6.1b as 2 inches, therefore the required thickness, D_{BS} , is:

$$D_{BS} = \underline{D}_{BS} + (0.5 \times GL) = 11.6 + (0.5 \times 2) = 12.6 \text{ inches.}$$

Use Figure 20 (reproduced showing the example as Figure A3-4) to determine the amount of subbase material required to reduce the base thickness by 6 inches.

TABLE 2a -- EXAMPLE ASSUMING 6 INCHES BASE COURSE

TRIAL BASE THICKNESS, D_{BS} (INCHES) <u>6</u>				SERVICEABILITY CRITERIA		RUTTING CRITERIA	
				PSI = <u>3</u>		RD (INCHES) <u>2</u>	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
SEASON (ROADBED MOISTURE CONDITION)	ROADBED RESILIENT MODULUS M_R (psi)	BASE ELASTIC MODULUS E_{BS} (psi)	PROJECTED 18 -- KIP ESAL TRAFFIC W_{18}	ALLOWABLE 18 -- KIP ESAL TRAFFIC $(W_{18})_{PSI}$	SEASONAL DAMAGE $W_{18}/(W_{18})_{PSI}$	ALLOWABLE 18 -- KIP ESAL TRAFFIC $(W_{18})_{RUT}$	SEASONAL DAMAGE $W_{18}/(W_{18})_{RUT}$
WINTER (FROZEN)	20,000	30,000	9,125	32,000	0.29	350,000	0.03
SPRING/THAW (SATURATED)	1,500	30,000	4,563	2,200	2.07	3,500	1.30
SPRING/FALL (WET)	3,300	30,000	9,125	5,000	1.83	4,500	2.03
SUMMER (DRY)	4,900	30,000	13,687	7,000	1.96	7,500	1.82
		TOTAL		TOTAL		TOTAL	
		TRAFFIC =	36,500	DAMAGE =	6.15	DAMAGE =	5.18

TABLE 2b -- EXAMPLE ASSUMING 8 INCHES BASE COURSE

TRIAL BASE THICKNESS, D_{BS} (INCHES) <u>8</u>				SERVICEABILITY CRITERIA		RUTTING CRITERIA	
				PSI = <u>3</u>		RD (INCHES) <u>2</u>	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
SEASON (ROADBED MOISTURE CONDITION)	ROADBED RESILIENT MODULUS M_R (psi)	BASE ELASTIC MODULUS E_{BS} (psi)	PROJECT ED 18 -- KIP ESAL TRAFFIC W_{18}	ALLOWABLE 18 -- KIP ESAL TRAFFIC $(W_{18})_{PSI}$	SEASONAL DAMAGE $W_{18}/(W_{18})_{PSI}$	ALLOWABLE 18 -- KIP ESAL TRAFFIC $(W_{18})_{RUT}$	SEASONAL DAMAGE $W_{18}/(W_{18})_{RUT}$
WINTER (FROZEN)	20,000	30,000	9,125	70,000	0.13	400,000	0.02
SPRING/THAW (SATURATED)	1,500	30,000	4,563	4,200	1.09	7,000	0.65
SPRING/FALL (WET)	3,300	30,000	9,125	12,000	0.76	11,000	0.83
SUMMER (DRY)	4,900	30,000	13,687	13,500	1.01	16,000	0.86
		TOTAL		TOTAL		TOTAL	
		TRAFFIC =	36,500	DAMAGE =	2.99	DAMAGE =	2.36

TABLE 2c -- EXAMPLE ASSUMING 10 INCHES BASE COURSE

TRIAL BASE THICKNESS, D_{BS} (INCHES) <u>10</u>				SERVICEABILITY CRITERIA		RUTTING CRITERIA	
				PSI = <u>3</u>		RD (INCHES) <u>2</u>	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
SEASON (ROADBED MOISTURE CONDITION)	ROADBED RESILIENT MODULUS M_R (psi)	BASE ELASTIC MODULUS E_{BS} (psi)	PROJECT ED 18 -- KIP ESAL TRAFFIC W_{18}	ALLOWABLE 18 -- KIP ESAL TRAFFIC $(W_{18})_{PSI}$	SEASONAL DAMAGE $W_{18}/(W_{18})_{PSI}$	ALLOWABLE 18 -- KIP ESAL TRAFFIC $(W_{18})_{RUT}$	SEASONAL DAMAGE $W_{18}/(W_{18})_{RUT}$
WINTER (FROZEN)	20,000	30,000	9,125	120,000	0.08	400,000	0.02
SPRING/THAW (SATURATED)	1,500	30,000	4,563	8,000	0.57	11,000	0.41
SPRING/FALL	3,300	30,000	9,125	20,000	0.46	21,000	0.43

L (WET)							
SUMMER (DRY)	4,900	30,000	13,687	28,000	0.49	28,000	0.49
		TOTAL		TOTAL		TOTAL	
		TRAFFIC =	36,500	DAMAGE =	1.60	DAMAGE =	1.35

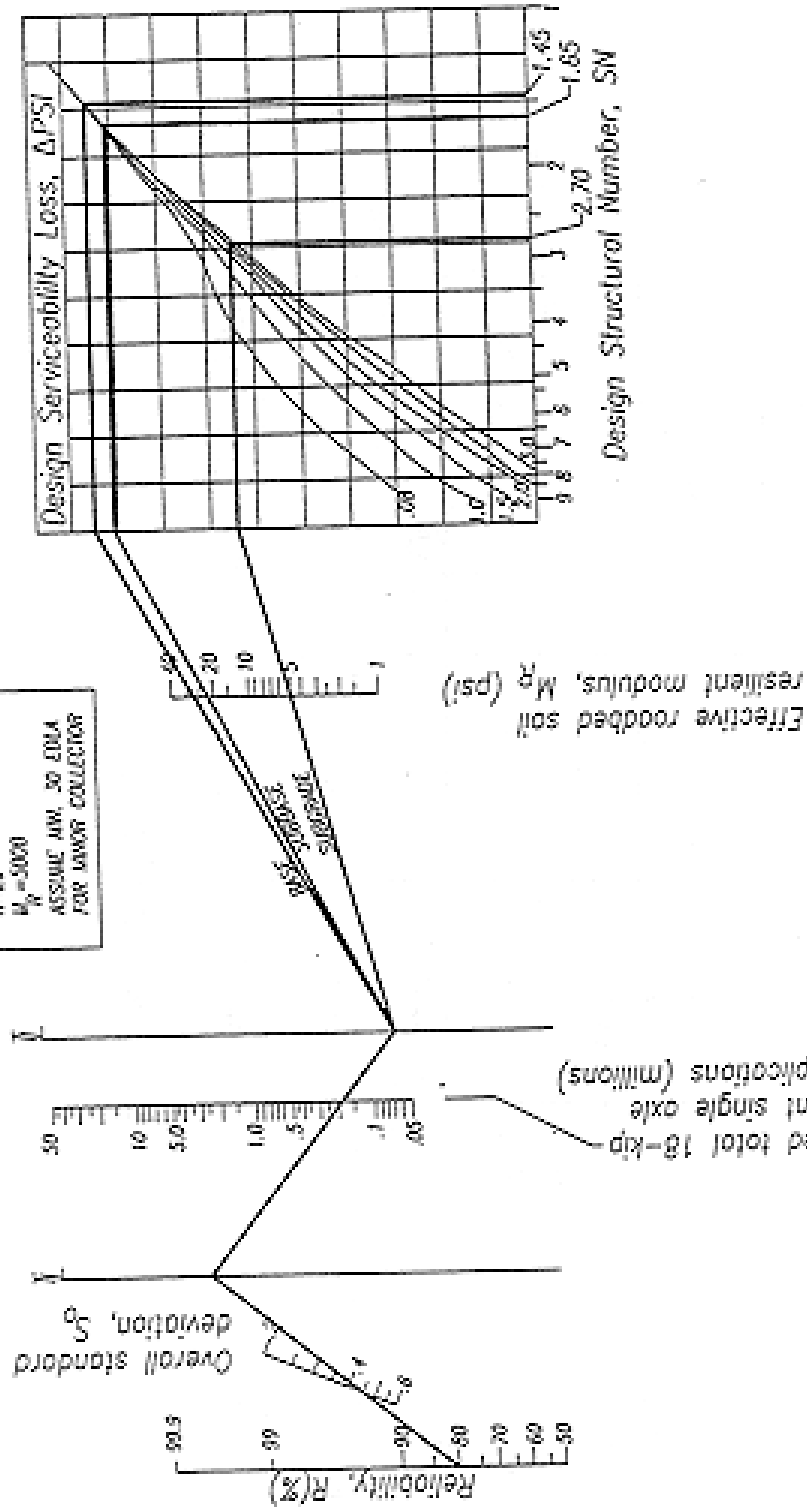
TABLE 2d -- EXAMPLE ASSUMING 12 INCHES BASE COURSE

TRIAL BASE THICKNESS, D_{BS} (INCHES) <u>12</u>				SERVICEABILITY CRITERIA PSI = <u>3</u>		RUTTING CRITERIA RD (INCHES) <u>2</u>	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
SEASON (ROADBED MOISTURE CONDITION)	ROADBED RESILIENT MODULUS M_R (psi)	BASE ELASTIC MODULUS E_{BS} (psi)	PROJECTED 18 -- KIP ESAL TRAFFIC W_{18}	ALLOWABLE 18 -- KIP ESAL TRAFFIC $(W_{18})_{PSI}$	SEASONAL DAMAGE $W_{18}/(W_{18})_{PSI}$	ALLOWABLE 18 -- KIP ESAL TRAFFIC $(W_{18})_{RUT}$	SEASONAL DAMAGE $W_{18}/(W_{18})_{RUT}$
WINTER (FROZEN)	20,000	30,000	9,125	200,000	0.05	400,000	0.02
SPRING/THAW (SATURATED)	1,500	30,000	4,563	18,000	0.25	22,000	0.21
SPRING/FALL (WET)	3,300	30,000	9,125	30,000	0.30	31,000	0.29
SUMMER (DRY)	4,900	30,000	13,687	40,000	0.34	45,000	0.30
		TOTAL		TOTAL		TOTAL	
		TRAFFIC =	36,500	DAMAGE =	0.82	DAMAGE =	1.35

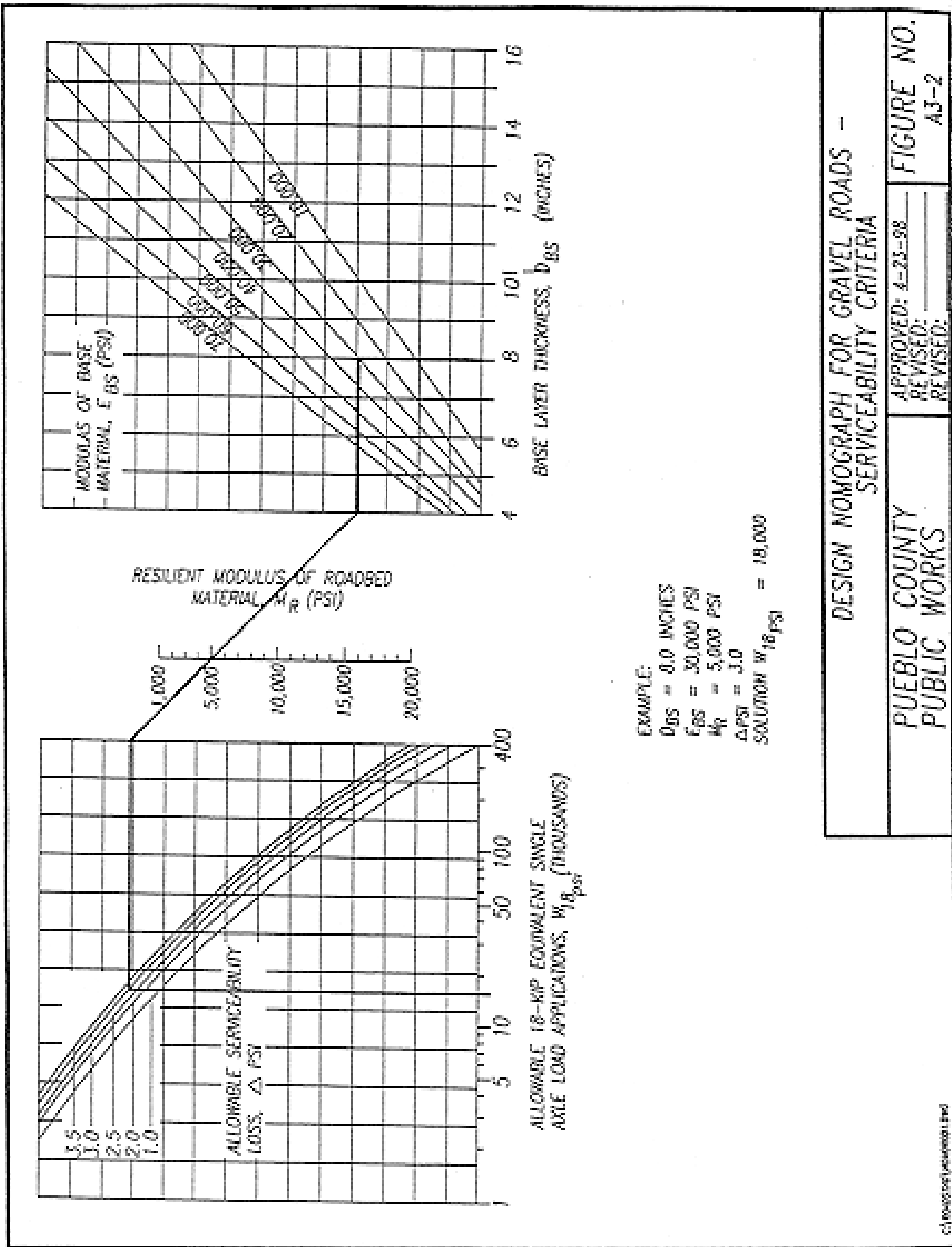
NOMOGRAPH SOLUTION

$$\log_{10} 10^{10} \text{ PSI} = 7.0 + 0.5 + 0.36 \log_{10} (SN+1) - 0.20 + \frac{\log_{10} \left[\frac{\Delta \text{PSI}}{4.2 - 1.3} \right] + 2.32 \log_{10} M_e - 0.07}{0.40 + \frac{1094}{(SN+1)^{5.19}}}$$

VALUES USED
 P=20
 M_e=5000
 ASSUME AASHTO DATA FOR LABOR COLLECTION



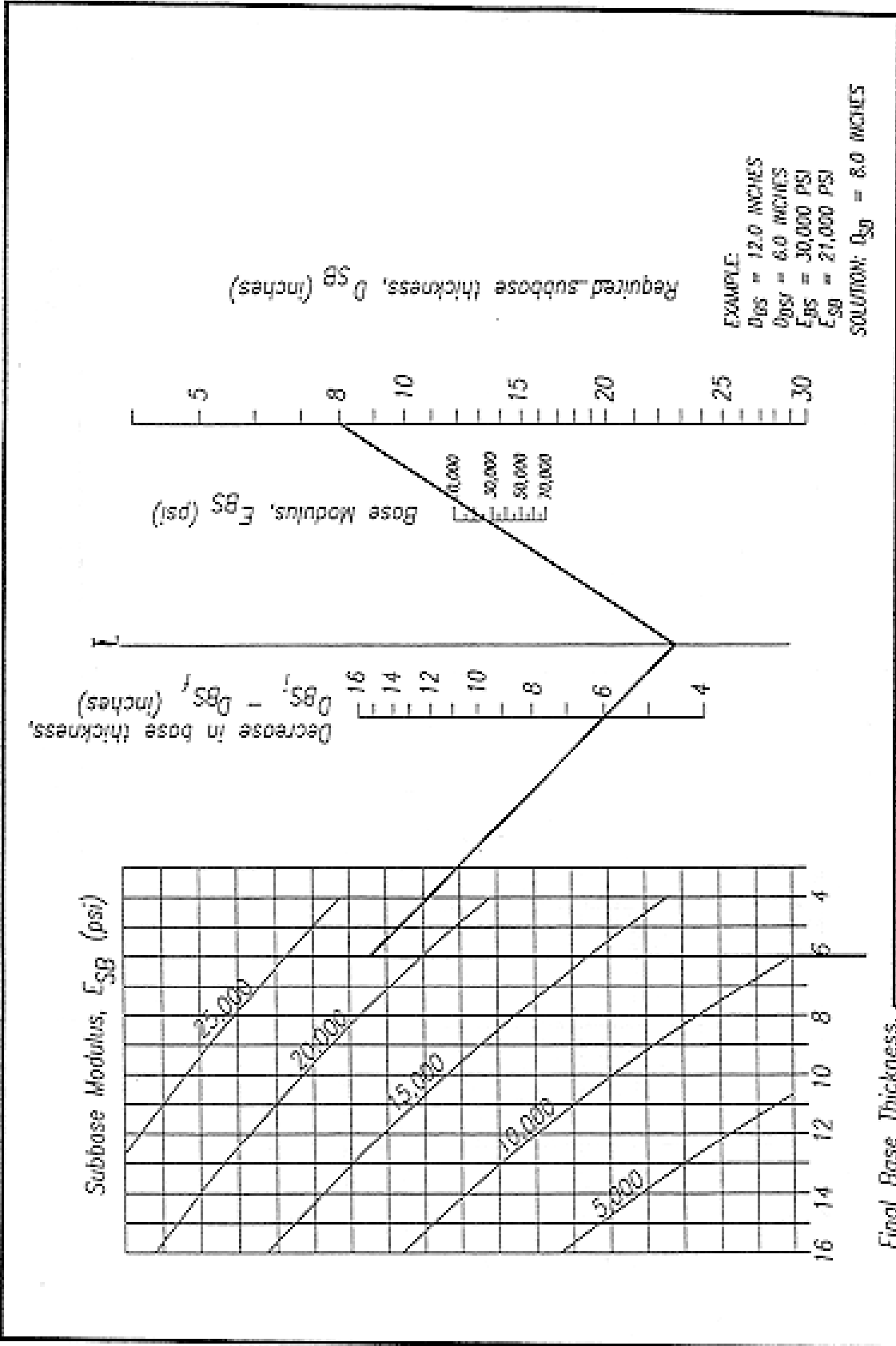
DESIGN NOMOGRAPH-FLEXIBLE PAVEMENTS	
PUEBLO COUNTY PUBLIC WORKS	APPROVED: 4-23-99 REVISED: _____ REVISED: _____
FIGURE NO. 43-1	



DESIGN NOMOGRAPH FOR GRAVEL ROADS - SERVICEABILITY CRITERIA

PUEBLO COUNTY PUBLIC WORKS	FIGURE NO. A3-2
	APPROVED: 4-25-98 REVISED: REVISED:

C:\ROADS\POST\A3\A3-2.DWG



EQUIVALENT THICKNESS - SUBBASE VS BASE

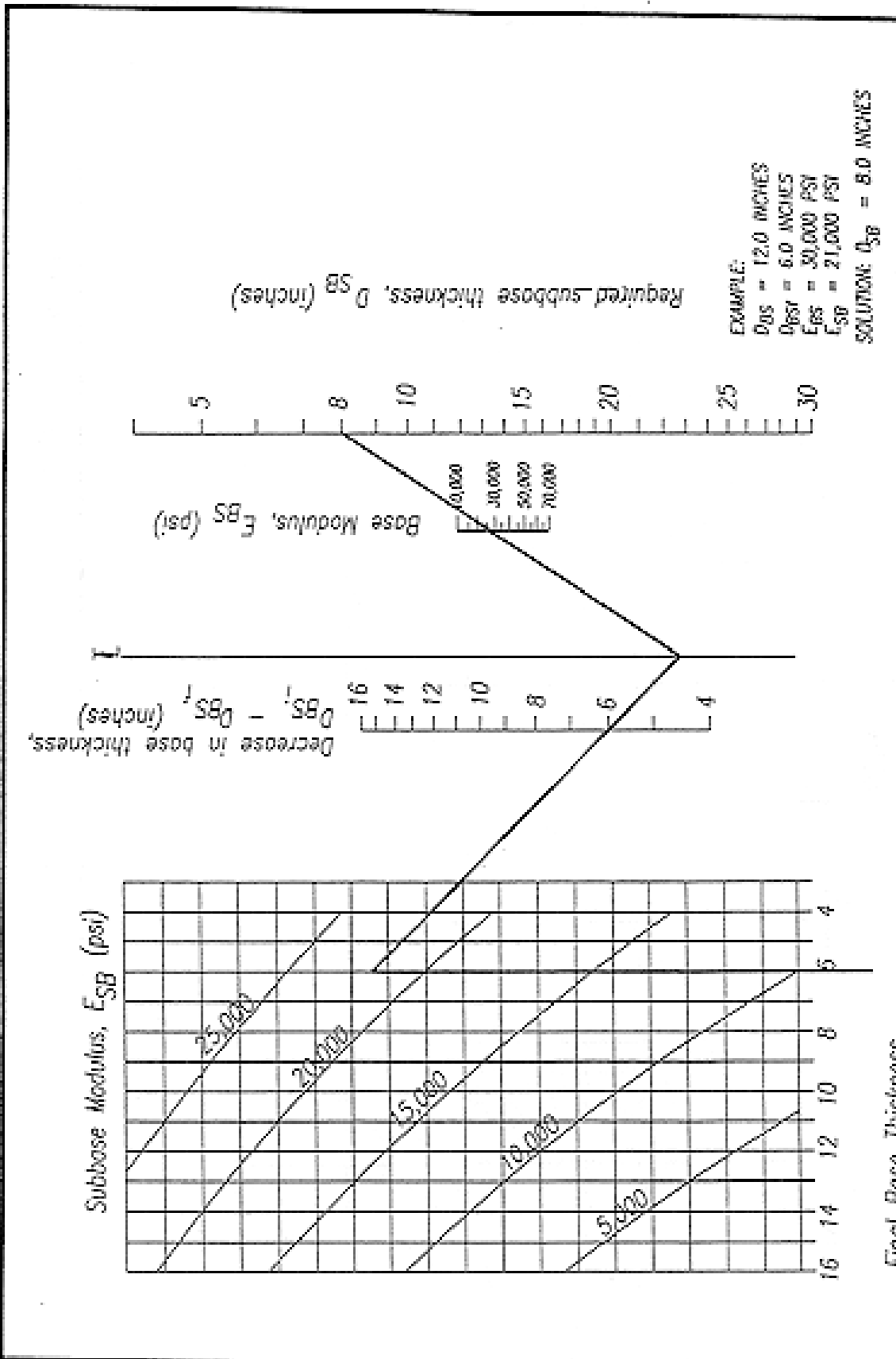
PUEBLO COUNTY PUBLIC WORKS

APPROVED: 4-23-08
 REVISED: _____
 REVISED: _____

FIGURE NO. A3-4

Final Base Thickness,
 D_{BSf}
 (inches)

c:\pubwrk\pubwrk\zarc



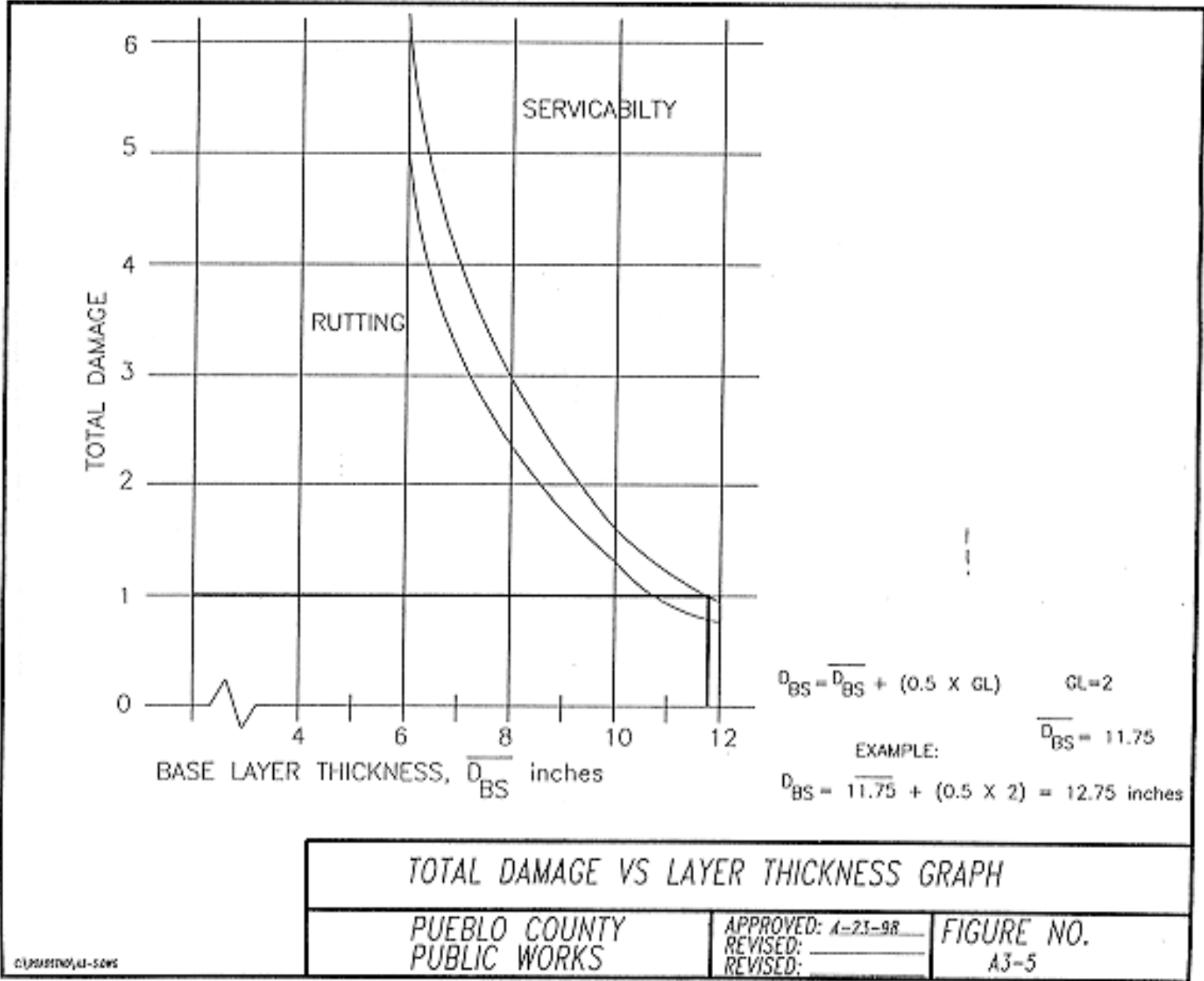
EQUIVALENT THICKNESS - SUBBASE VS BASE

PUEBLO COUNTY
PUBLIC WORKS

APPROVED: 4-23-98
REVISOR: _____
REVISOR: _____

FIGURE NO.
A3-4

c:\pawson\j\awson\l\res



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

Item 7b.



**HUERFANO COUNTY GOVERNMENT
 PROCUREMENT MEMORANDUM**

Date: April 25, 2023
To: Huerfano County Board of County Commissioners
From: Carl Young, County Administrator
Re: Huerfano County Solicitation #2023-03: On-Call Engineering
Attachments: RFP, KLJ Proposal, GMS Proposal

Summary: On January 4th Huerfano County released RFP 2023-03 to find an on-call engineering firm to provide general engineering services with a primary focus on CDOT funded projects and other Bipartisan Infrastructure Law funded projects. The Committee was comprised of County Staff and that would have the most interaction with this firm. I request you approve the award as recommended to KLJ Engineering and GMS Inc.

Requested Motion/Action:

Motion to approve the award for the On-Call Engineering RFP 2023-03 to GMS Inc. and KLJ Engineering, LLC.

Background: On January 4th Huerfano County released RFP 2023-03 to find an on-call engineering firm to provide general engineering services including, but not limited to, general civil engineering, environmental engineering and related services, geotechnical engineering, surveying, hydraulic/hydrology engineering, roadway engineering, and traffic and safety engineering with a primary focus on CDOT funded projects and BIL funded projects. The following criteria were used for ranking of most qualified respondent:

#	Criteria	Points
1	Qualifications and prior experience in performing similar work.	30 Points
2	Approach to client service, communication methods and approaches, and capacity	30 Points
3	Experience working in a rural context and familiarity with our region	30 Points
4	Quality of references and results of reference checks.	10 Points
Total		100 Points

The Solicitation closed on February 10th with 14 responses received. Interviews with 5 firms that scored the highest in committee reviews were held on March 27, 2023. Reference checks were conducted after the interviews. The total scores for each submission were as follows:

Respondent	Committee Review	Interview	Total
3 Rocks Engineering	81	--	81
Cobb, Fendley & Associates	86	10	96
DHM Design	85	--	85
EFI Global	74.5	--	74.5
EST	90	10	100

GMS	87	20	107
Ground Engineering	82.5	--	82.5
IMEG	89	14	103
JR Engineering	84.5	--	84.5
KLJ	90.5	20	110.5
Ninyo and Moore	83.5	--	83.5
Soli Technical	77	--	77
Terracon Consultants	84	--	84
WaterVation	83	--	83

In keeping with the scores the Committee recommends the selection of KLJ Engineering and GMS Inc.

Signature of the Chair

Approved

Approved with Changes

Denied

RESOLUTION NO. 23 - 17

**THE BOARD OF COUNTY COMMISSIONERS
OF HUERFANO COUNTY, COLORADO**

**A RESOLUTION APPOINTING BRUCE ROSCOE AS COUNTY ENGINEER AS WELL
AS APPOINTING GMS INC. AND KLJ ENGINEERING, LLC AS ON- CALL COUNTY
ENGINEERS WITH TERMS EXPIRING ON MAY 1, 2027**

WHEREAS, the Board of County Commissioners serve as the governing body of Huerfano County and are vested with administering the affairs of the County pursuant to state statutes; and,

WHEREAS, the Board of County Commissioners has determined that a County Engineer is necessary to help protect the best interests of the County and promote the health, safety, prosperity, security and general welfare of the County's inhabitants; and,

WHEREAS, Bruce Roscoe has demonstrated his qualifications to continue to serve as Engineer for Huerfano County; and,

WHEREAS, GMS, Inc. and KLJ Engineering LLC have submitted proposals and demonstrated their qualifications to serve as an on-call Engineer for Huerfano County; and,

WHEREAS, the Board of Huerfano County Commissioners desires to appoint a County Engineer and On-Call Engineers to support County Elected Officials and Staff.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Huerfano County, Colorado that the following appointments are made for terms ending May 1, 2027 and continuing until their successors have been appointed:

1. Bruce Roscoe of Roscoe Engineering, LLC is reappointed County Engineer
2. GMS, Inc. is reappointed On-Call Engineer and County Engineer for the Gardner Public Improvement District
3. KLJ Engineering, LLC is appointed On-Call Engineer

INTRODUCED, READ, APPROVED AND ADOPTED ON THIS 25th day of APRIL 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

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated project and the controlling laws and regulations.

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

TASK ORDER EDITION

Prepared by



Issued and Published Jointly by



This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

TASK ORDER EDITION

THIS IS AN AGREEMENT effective as of April 17, 2023 (“Effective Date of the Agreement”) between
Huerfano County, 401 Main Street, Walsenburg, CO 81089 (“Owner”) and
KLJ Engineering LLC, 4585 Coleman Street, Bismarck ND 58503 (“Engineer”).

Other terms used in this Agreement are defined in Article 7.

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer’s services will be detailed in a duly executed Task Order for each Specific Project. The general format of a Task Order is shown in Attachment 1 to this Agreement. Each Task Order will indicate the specific services to be performed and deliverables to be provided.
- B. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.
- C. Engineer shall not be obligated to perform any prospective Task Order unless and until Owner and Engineer agree as to the particulars of the Specific Project, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters.

1.02 *Task Order Procedure*

- A. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order. With respect to the scope of Engineer’s services, each specific Task Order shall either (1) be accompanied by and incorporate a customized Exhibit A, “Engineer’s Services for Task Order,” prepared for the Specific Project, (2) state the scope of services in the Task Order document itself, or (3) incorporate by reference all or portions of Exhibit A, “Engineer’s Services for Task Order,” as attached to this Agreement. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.
- B. Engineer will commence performance as set forth in the Task Order.
- C. Engineer shall provide, or cause to be provided, the services set forth in the Task Order.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth in this Agreement; in Exhibit B, "Owner's Responsibilities"; and in each Task Order.
- B. Owner shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement; such responsibility extends to requirements, instructions, programs, reports, data, and other information furnished by Owner pursuant to any Task Order. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of: (1) any development that affects the scope or time of performance of Engineer’s services; (2) the presence at the Site of any Constituent of Concern; or (3) any relevant, material defect or nonconformance in Engineer’s services, the Work, the performance of any Constructor, or in Owner’s performance of its responsibilities under this Agreement.

ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES

3.01 *Term*

- A. This Agreement shall be effective and applicable to Task Orders issued hereunder for 4 years from the Effective Date of the Agreement.
- B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

3.02 *Times for Rendering Services*

- A. The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order. Engineer is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s services is impaired, or Engineer’s services are delayed or suspended, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Specific Project, or Engineer’s services, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.
- F. With respect to each Task Order, the number of Construction Contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established shall be identified in the Task Order. If the Work designed or specified by Engineer under a Task Order is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), then the Task Order will state the schedule for performance of Engineer's services in order to sequence and properly coordinate such services as are applicable to the Work under the Construction Contracts. If the Task Order does not address such sequencing and coordination, then Owner and Engineer shall jointly develop a schedule for sequencing and coordination of services prior to commencement of final design services; this schedule is to be prepared and included in or become an amendment to the authorizing Task Order whether or not the work under such contracts is to proceed concurrently.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices, the terms of Exhibit C, and the specific Task Order. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 2. Engineer may, after giving seven days written notice to Owner, suspend services under any Task Order issued until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date of a Task Order any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under the Task Order, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse

Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C and the specific Task Order.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit for a Specific Project is established between Owner and Engineer in a Task Order, then such Construction Cost limit and Engineer's rights and responsibilities with respect thereto will be governed by Exhibit F, "Construction Cost Limit," which shall be attached to and incorporated in the Task Order. If no Construction Cost limit is established in a Task Order, then Exhibit F does not apply.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs for a Specific Project shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- E. *Compliance with Laws and Regulations, and Policies and Procedures*
1. Engineer and Owner shall comply with applicable Laws and Regulations.
 2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 3. Each Task Order is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date of the Task Order. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date of the Task Order to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of the Task Order of Owner-provided written policies and procedures;
 - c. changes after the Effective Date of the Task Order to Owner-provided policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain within its services for that Specific Project. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or in the specific Task Order.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or for enforcement of construction insurance or surety bonding requirements.

- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at a Site, Engineer, its Consultant, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. For each design performed or furnished, Engineer shall be responsible only for those Construction Phase services that have been expressly required of Engineer in the authorizing Task Order. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against Engineer that may be in any way connected to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in the authorizing Task Order.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Specific Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under the specific Task Order, then Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project. Engineer grants Owner a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and its Consultants from all claims, damages, losses, and expenses, including attorneys' fees,

arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Specific Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Specific Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Specific Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement or a Task Order does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Commencing with the Effective Date of the Agreement, Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer that is applicable to a Specific Project.
- B. Commencing with the Effective Date of the Agreement, Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability insurance policies carried by Owner, which are applicable to the Specific Project.
- C. Owner shall require Contractors to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Specific Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished promptly after the Effective Date of the Agreement and at renewals thereafter during the life of this Agreement.
- E. All policies of property insurance relating to a Specific Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting

from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Specific Project. Owner and Engineer shall take appropriate measures in other Specific Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. Under the terms of any Task Order, or after commencement of performance of a Task Order, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner.

6.06 *Suspension and Termination*

A. *Suspension*

1. **By Owner:** Owner may suspend a Task Order for up to 90 days upon seven days written notice to Engineer. Engineer shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, Owner shall compensate Engineer for expenses incurred as a result of the suspension and resumption of its services, and Engineer's schedule and fees for the remainder of the Project shall be equitably adjusted.
2. **By Engineer:** Engineer may suspend services under a Task Order : (i) if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or is in material breach of this Agreement; or (ii) in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.A.4. Engineer shall have no liability to Owner, and Owner agrees to make no claim for delay or damage as a result of such suspension caused by any breach of this Agreement by Owner. Upon receipt of payment in full of all outstanding sums due from Owner, or curing of such other breach which caused Engineer to suspend services, Engineer shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.
3. A suspension on a specific Task Order, whether by Owner or Engineer, shall not affect the duty of the two parties to proceed with their obligations under other Task Orders.

B. *Termination for Cause—Task Order:* The obligation to provide further services under a specific Task Order may be terminated for cause:

1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the specific Task Order or this Agreement, whose terms govern the specific Task Order, through no fault of the terminating party.
2. **By Engineer:**

- a. upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - b. upon seven days written notice if the Engineer's services under a Task Order are delayed or suspended for more than 90 days , consecutive or in the aggregate by Owner; or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.A.5.
 - c. Engineer shall have no liability to Owner on account of such termination.
 - d. Notwithstanding the foregoing, neither this Agreement nor the Task Order will terminate under Paragraph 6.06.B.1 if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- C. *Termination for Cause—Agreement:* In the case of a default by Owner in its obligation to pay Engineer for its services under more than one specific Task Order, Engineer may request immediate payment of all amounts invoiced on other Task Orders, and may invoice Owner for continued services on such Task Orders on a two-week billing cycle, with payment due within one week of an invoice. If Owner fails to make such payments, then upon seven days notice Engineer may terminate this Agreement, including Engineer's services under all Task Orders.
- D. *Termination for Convenience by Owner:* Owner may terminate a Task Order or this Agreement for Owner's convenience, effective upon Engineer's receipt of notice from Owner.
- E. *Effective Date of Termination:* The terminating party under Paragraphs 6.06.B, C, and D may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Task Order materials in orderly files.
- F. *Payments Upon Termination:*
- 1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with the specific Task Order and this Agreement, and for all expenses incurred through the effective date of termination, to the extent that the specific Task Order (or Task Orders) allows reimbursement for such expenses. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 - 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.F.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Specific Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 3. The Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in any Construction Contract Documents prepared for any Specific Project under this Agreement.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. With respect to each specific Task Order, Specific Project, and Site (unless indicated otherwise in a specific Task Order):
 1. Owner represents to Engineer that as of the Effective Date of the Task Order, to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

2. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (a) Owner and (b) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
3. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
4. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, immediately suspend performance of services on the portion of the Specific Project affected thereby until such portion of the Specific Project is no longer affected.
5. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under the specific Task Order, then the Engineer shall have the option of (a) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (b) terminating the specific Task Order for cause on seven days notice.
6. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under a specific Task Order or this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to this Agreement, any Task Order, or any Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, Limitations of Liability.**
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys' fees) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under any Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to

bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this Paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. *Mutual Waiver:* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, any Task Order, or a Specific Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services under each Task Order, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Task Order. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, by facsimile or other electronic transmission, or by a commercial courier service. All notices shall be effective upon the date of receipt. Notices and correspondence sent by electronic transmission, including the signature of a Party delivered by facsimile or by a "pdf." format document sent electronically, will constitute original copies thereof and will be binding on the parties. Upon request, the receiving party may request an original of any document sent by electronic transmission.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

- E. *Accrual of Claims*: To the fullest extent permitted by Laws and Regulations, all causes of action arising under a Specific Project shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion of such Specific Project.
- F. *Applicability to Task Orders*: The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.
- G. *Non-Exclusive Agreement*: Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Engineer may enter into similar or different agreements with other project owners for the same or different services contemplated hereunder.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits or Task Order, or in the following definitions:
 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 2. *Additional Services*—Services to be performed for or furnished to Owner by Engineer in accordance with a Task Order, but which are not included in Basic Services for that Task Order.
 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Article 8.
 4. *Application for Payment*—The form acceptable to Engineer which is to be used by a Contractor in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with a specific Task Order, as specified in the Task Order (but not including Additional Services performed or furnished pursuant to an amendment to the specific Task Order).
 6. *Change Order*—A document which is signed by a Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
 7. *Change Proposal*—A written request by a Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability

of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The numbers of days or the dates by which a Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion, and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of an entire Specific Project designed or specified by or for Engineer under this Agreement and the specific Task Order, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damage to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with a Specific Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Specific Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and their employees, agents, and representatives.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic media

format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by a Contractor.
19. *Effective Date of the Agreement*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
20. *Effective Date of the Task Order*—The date indicated in the Task Order on which it becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.
21. *Engineer*—The individual or entity named as such in this Agreement.
22. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. *Notice* – Wherever used in this Agreement, the term “days” shall mean consecutive calendar days of twenty-four (24) hours each, or a fraction thereof.
25. *Owner*—The individual or entity with which Engineer has entered into this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning Specific Projects.
26. *Record Drawings*—Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
27. *Resident Project Representative*—The authorized representative, if any, of Engineer assigned to assist Engineer at the Site of a Specific Project during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of the RPR. The duties and responsibilities of the RPR will be as set forth in each Task Order.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to Engineer to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

30. *Site*—Lands or areas indicated in the Construction Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for use of a Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Specific Project*—The total specific undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Task Order are a part.
33. *Subcontractor*—An individual or entity having a direct contract with a Contractor or with any other Subcontractor for the performance of a part of the Work.
34. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
35. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with a Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
36. *Task Order*—A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer's compensation, times for performance of services and other relevant information for a Specific Project.
37. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, the total costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to Owner.
38. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents for a Specific Project. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning; all as required by such Construction Contract Documents.
39. *Work Change Directive*—A written directive to a Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

- B. *Day*: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Suggested Form of Task Order*

- A. The Suggested Form of Task Order is attached as Attachment 1, and shall be used as the basis for preparing a specific Task Order for each Specific Project under this Agreement.

8.02 *Exhibits Included:*

- A. Exhibit A, Engineer’s Services for Task Order. Services, tasks, and terms in Exhibit A as included with this Agreement are for reference in preparing the scope of services for specific Task Orders, and are contractually binding only to the extent expressly incorporated in a specific Task Order. ***[Note: The parties should prepare a specific, modified Exhibit A for each specific Task Order, state the scope of services for the Specific Project directly in the specific Task Order, or incorporate all or portions of Exhibit A by reference.]***
- B. Exhibit B, Owner’s Responsibilities. This Exhibit applies to all Task Orders. ***[Note: In Paragraph 4, “Owner’s Responsibilities,” of the Task Order form, Owner and Engineer may modify or supplement the terms of the Agreement’s Exhibit B to suit the needs of the Specific Project.]***
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses. The terms of Exhibit C that will be applicable to and govern compensation under a specific Task Order will be determined by the selection of compensation methods made in Paragraph 6, “Payments to Engineer,” of the specific Task Order.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. This Exhibit is not contractually binding except when expressly incorporated in a specific Task Order. ***[Note: Incorporate this Exhibit with a specific Task Order if applicable; see Paragraph 2, “Engineer’s Services,” of the Task Order form, and Paragraph A1.05 of Exhibit A.]***
- E. Exhibit E, Notice of Acceptability of Work. Engineer shall use this Notice of Acceptability of Work form at the conclusion of construction on a Specific Project if (1) the form is expressly incorporated by reference in a specific Task Order, and Engineer’s scope of services in the specific Task Order includes providing such a notice to Owner and Contractor, and (2) the Work is in fact acceptable pursuant to applicable requirements, subject to the terms of the notice.
- F. Exhibit F, Construction Cost Limit. This Exhibit is contractually binding only with respect to those specific Task Orders that (1) expressly incorporate Exhibit F by reference in the Task Order, Paragraph 2, “Services of Engineer,” and (2) expressly state a specific Construction Cost Limit and contingency for the Specific Project in Paragraph 2, “Services of Engineer,” of the specific Task Order.
- G. Exhibit G, Insurance. This Exhibit is applicable to all Task Orders. ***[Note: Include any special insurance requirements for a specific Task Order in Paragraph 8, “Other Modifications to the Agreement and Exhibits,” of the Task Order form.]***
- H. Exhibit H, Dispute Resolution. This Exhibit is applicable to all Task Orders.
- I. Exhibit I, Limitations of Liability. This Exhibit is applicable to all Task Orders.
- J. Exhibit J, Special Provisions. This Exhibit is applicable to all Task Orders.

- K. Exhibit K, Amendment to Task Order. Owner and Engineer may use this form during a Specific Project to modify the specific Task Order.

[Note: If an exhibit is not to be included as part of the Agreement, indicate "not used" after that exhibit in the list above.]

8.03 *Total Agreement*

- A. This Agreement (together with the Exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.
- B. An executed Task Order under this Agreement (including any incorporated exhibits or attachments) constitutes the entire agreement between Owner and Engineer with respect to the Specific Project, and supersedes all prior written or oral understandings. Such a Task Order may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments to such a Task Order should be based whenever possible on the format of Exhibit K to this Agreement.

8.04 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party that the individual represents. Each Task Order shall likewise designate representatives of the two parties with respect to that Task Order.

8.05 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.06 *Affirmative Action:*

- A. Owner and Engineer shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take

affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on Page 1.

OWNER: Huerfano County

ENGINEER: KLJ Engineering LLC

By: _____
(Print Name) John Galusha

By: 

(Print Name) Mark Anderson

Title: Chair, Board of County Commissioners

Title: Senior Vice President, PWT

Date Signed: _____

Date Signed: 4/21/2023

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

Huerfano County

401 Main Street

Walsenburg, CO 81089

KLJ Engineering LLC

4585 Coleman Street

Bismarck, ND 58503

Legal Notices to:
commissioners@huerfano.us

Legal Notices to: legal@kljeng.com

DESIGNATED REPRESENTATIVE

DESIGNATED REPRESENTATIVE

Name: Carl Young

Name: Doug Barr

Title: County Administrator

Title: Client Manager

Address: 401 Main Street

Address: 400 Inverness Parkway, Suite

Walsenburg, CO 81089

Englewood, CO 80112

Phone: 719-738-3000

Phone: 303-548-5272

Email: cyoung@huerfano.us

Email: doug.barr@kljeng.com

**SUGGESTED FORM OF
TASK ORDER**

Item 7d.

This is Task Order
No. _____, consisting of
_____ pages.

Task Order

[NOTE TO USER: Modify as to scope, compensation, schedule, and other key items.]

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated [] ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order:
- b. Owner: Huerfano County
- c. Engineer: KLJ Engineering LLC
- d. Specific Project (title):
- e. Specific Project (description):

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:

[Select one of the following three options and delete the other two.]

- set forth in Part 1—Basic Services of Exhibit A, “Engineer’s Services for Task Order,” modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

[or]

- as follows: [] ***[Note: Insert scope of services here, or incorporate by reference a scope of services set out in a separate document such as a letter or proposal.]***

[or]

- the services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference: ***[Note: If this option is selected, include only those sections below that are part of Basic Services for the specific Task Order, and delete those sections below that do not apply.]***

- Study and Report Services (Exhibit A, Paragraph A1.01)
- Preliminary Design Phase (Exhibit A, Paragraph A1.02)

Task Order Form

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and American Society of Civil Engineers. All rights reserved.

- Final Design Phase (Exhibit A, Paragraph A1.03)
- Bidding or Negotiating Services (Exhibit A, Paragraph A1.04)
- Construction Phase Services (Exhibit A, Paragraph A1.05)
 - including Resident Project Representative (RPR) services (A1.05.A.2)
 - **[or]** [not including Resident Project Representative (RPR) services (A1.05.A.2)]
- Post-Construction Phase Services (Exhibit A, Paragraph A1.06)
- Commissioning Services (Exhibit A, Paragraph A1.07)

B. Resident Project Representative (RPR) Services

If the scope of services established in Paragraph 2.A above includes RPR services, then Exhibit D of the Agreement is expressly incorporated in this Task Order by reference.

[1. If RPR services are not in the scope of this Task Order, do not include any references to RPR services in Exhibit A (Paragraph A1.05.A.2) for this Task Order (or state “Does not apply” or similar), or in any other scope of services text or document.

2. If appropriate, modify Exhibit D for this specific Task Order, and attach it, rather than incorporating the Exhibit D that is included with the Agreement.]

C. Designing to a Construction Cost Limit

[If the design under this Task Order will be governed by a Construction Cost limit, then include the following clause, with blanks filled in, and thereby incorporate Exhibit F; if not, then delete the clause or indicate “Does not apply” or similar]]

Under this Task Order Engineer will design to a Construction Cost Limit, subject to the terms of Paragraph 5.02 of the Agreement and of Exhibit F to the Agreement. Exhibit F is expressly incorporated by reference. The Construction Cost Limit is \$_____. The bidding or negotiating contingency to be added to the Construction Cost Limit is _____ percent.

D. Other Services

Engineer shall also provide the following services: ***[Summarize or provide a brief description of other services (if any) that are to be provided by Engineer as Basic Services, but have not been addressed in Paragraphs 2.A through 2.C. If applicable, categorize such other services by phases, such as other Study and Report Phase Services, other Preliminary Design Phase Services, and so on. If all Basic Services have been covered in Paragraphs 2.A through 2.C, then indicate “None” here in 2.D, or delete 2.D in its entirety.]***

E. All of the services included above comprise Basic Services for purposes of Engineer’s compensation under this Task Order.

Task Order Form

3. Additional Services

A. Additional Services that may be authorized or necessary under this Task Order are:

[Select one of the following three options and delete the other two.]

- set forth as Additional Services in Part 2—Additional Services, of Exhibit A, “Engineer’s Services for Task Order,” modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

[or]

- as follows: [] ***[Note: Insert list of Additional Services here, or incorporate by reference a list of Additional Services set out in a separate document. Indicate whether advance authorization is needed, and include other governing terms and conditions.]***

[or]

- those services (and related terms and conditions) set forth in Paragraph A2.01 of Exhibit A, as attached to the Agreement referred to above, such paragraph being hereby incorporated by reference.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following: ***[State any additions or modifications to Exhibit B for this Specific Project here.]***

5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule: ***[Revise and amend for each specific Task Order.]***

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Engineer	Furnish [] review copies of the Report and other Study and Report Phase deliverables to Owner.	Within [] days of the Effective Date of the Task Order.
Owner	Submit comments regarding Report and other Study and Report Phase deliverables to Engineer.	Within [] days of the receipt of Report and other Study and Report Phase deliverables from Engineer.
Engineer	Furnish [] copies of the revised Report and other Study and Report Phase deliverables to Owner.	Within [] days of the receipt of Owner’s comments regarding the Report and other Study and Report Phase deliverables.
Engineer	Furnish [] review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within [] days of Owner’s authorization to proceed with Preliminary Design Phase services.

Task Order Form

Owner	Submit comments regarding Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	Within [] days of the receipt of Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables from Engineer.
Engineer	Furnish [] copies of the revised Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within [] days of the receipt of Owner's comments regarding the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Furnish [] copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within [] days of Owner's authorization to proceed with Final Design Phase services.
Owner	Submit comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Engineer.	Within [] days of the receipt of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables from Engineer.
Engineer	Furnish [] copies of the revised final Drawings and Specifications, assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within [] days of the receipt of Owner's comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

[Notes: 1. Delete line items that do not apply to this Task Order. 2. For each line item indicate either "Lump Sum," "Direct Labor," or "Hourly Rates" as the Basis of Compensation. 3. Cross-references are to Exhibit A. Revise if necessary, or delete cross-references if Exhibit A is not used to establish the scope of services under this Task Order.]

Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A)	\$[]	[]
a. Study and Report Phase (A1.01)	\$[]	[]
b. Preliminary and Final Design Phase (A1.02, A1.03)	\$[]	[]
c. Bidding or Negotiating Phase (A1.04)	\$[]	[]
d. Construction Phase (A1.05)*	\$[]	[]
e. Resident Project Representative Services* (A1.05.A.2).	\$[]	[]
f. Post-Construction Phase (A1.06)	\$[]	[]
g. Commissioning Phase (A1.07)	\$[]	[]
h. Other Services (see A1.08, and 2.D above)	\$[]	[]
TOTAL COMPENSATION (lines 1.a-h)	\$[]	
2. Additional Services (Part 2 of Exhibit A)	(N/A)	[]

[Many of the line items under Line 1, Basic Services, will frequently be governed by a single Basis of Compensation; however, it is not unusual to have some variation among the services so the table allows the user to establish different bases of compensation for the various Basic Compensation phases (1.a-1.h).]

*Based on a []-month continuous construction period.

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. Consultants retained as of the Effective Date of the Task Order:

8. Other Modifications to Agreement and Exhibits:

[Supplement or modify Agreement and Exhibits, if appropriate.]

9. Attachments:

10. Other Documents Incorporated by Reference:

Task Order Form

11. 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.

OWNER: Huerfano County

ENGINEER: KLJ Engineering LLC

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Firm's Certificate No. (if required): _____

State of: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

E-Mail Address: _____

E-Mail Address: _____

Phone: _____

Phone: _____

Task Order Form

This is **EXHIBIT A**, consisting of [] pages, referred to in and part of the **Task Order** dated April 17, 2023.

Engineer's Services for Task Order

PART 1—BASIC SERVICES

A1.01 Study and Report Phase Services

A. As Basic Services, Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. If Owner has already identified one or more potential solutions to meet its Specific Project requirements, then proceed with the study and evaluation of such potential solutions: ***[List the specific potential solutions here.]***
 - b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.
 - c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify three alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.
2. Identify potential solution(s) to meet Owner's Specific Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Specific Project requirements.
4. Visit the Site, or potential Specific Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Specific Project requirements, and preparation of a related report.
6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Specific Project.
7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Specific Project to be designed or specified by Engineer, including but

Exhibit A – Engineer's Services

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not limited to mitigating measures identified in an environmental assessment for the Specific Project.

8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.
 9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
 10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Specific Project Strategies, Technologies, and Techniques."
 11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Specific Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.
 12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.
 13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
 14. Pursuant to the Task Order schedule, furnish the required number of review copies of the Report and any other Study and Report Phase deliverables to Owner, and review it with Owner. Owner shall submit to Engineer any comments regarding the furnished items within the time established in the Task Order schedule.
 15. Pursuant to the Task Order schedule, revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish the required number of copies of the revised Report and any other Study and Report Phase deliverables to the Owner.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 Preliminary Design Phase

- A. As Basic Services, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Specific Project.
2. In preparing the Preliminary Design Phase documents, use any specific applicable Specific Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
6. Continue to assist Owner with Specific Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

[Note to User

Some owners prefer to handle the preparation of bidding (procurement) and construction contract documents with little or no involvement by the Engineer (other than with respect to Engineer's preparation or furnishing of the Drawings, Specifications, and other design and technical documents), relying either on Owner's in-house staff and legal counsel for such services, or on third-parties such as a construction manager. When such is the case, the task item above, and related items in the Final Design Phase (Paragraph A1.03 below) and

in Exhibit B, Owner's Responsibilities, should be modified to fit the requirements of the specific project.]

9. Pursuant to the Task Order schedule, furnish the required number of review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner, and review them with Owner. Within the time established in the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items.
 10. Pursuant to the Task Order schedule, revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner the required number of copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 Final Design Phase

- A. As Basic Services, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
 4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
 6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
 8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 9. Pursuant to the Task Order schedule, furnish for review by Owner, its legal counsel, and other advisors, the required number of copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, and review them with Owner. Within the time required by the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 10. Pursuant to the Task Order schedule, revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit the required number of final copies of such documents to Owner after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.
- C. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Task Order is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Task Order.

A1.04 *Bidding or Negotiating Phase*

- A. As Basic Services, Engineer shall:
1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.

4. Consult with Owner as to the qualifications of prospective contractors.
 5. Consult with Owner as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.
 7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Task Order).

A1.05 Construction Phase

A. As Basic Services, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in the Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D. ***[If Engineer will not be providing the services of an RPR, then delete this Paragraph 2 by inserting the word "DELETED" after the paragraph title, and do not include Exhibit D in the Task Order.]***

Exhibit A – Engineer's Services

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3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the testing services identified in Exhibit B, Paragraph B2.01.A.
4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement, this Task Order, and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work

will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
14. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
15. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for Owner's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.
16. *Non-reviewable matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do

not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. *Substitutes and "or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.
19. *Inspections and Tests:*
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
 - b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement or this Task Order. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial

Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

24. *Final Notice of Acceptability of the Work:* Conduct a final visit to the specific Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") (also available as a construction form, EJCDC® C-626 (2013)) that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under the Agreement and this Task Order.
 25. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the specific Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the final Construction Contract under the Task Order.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, as Basic Services, Engineer shall:
 1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

A1.07 *Commissioning Phase*

A. As Basic Services, Engineer shall:

1. Assist Owner in connection with the adjusting of Specific Project equipment and systems.
2. Assist Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
3. Prepare operation and maintenance manuals.
4. Assist Owner in developing procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related record-keeping.
5. Prepare and furnish to Owner, in the format agreed to, Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

A1.08 *Other Services:* Each specific Task Order may include Basic Services that do not fit into the categories above. Such services should be expressly stated in the specific Task Order itself.

PART 2—ADDITIONAL SERVICES

A2.01 *Additional Services Requiring an Amendment to Task Order*

A. *Advance Written Authorization Required:* During performance under a Task Order, Owner may authorize Engineer in writing to furnish or obtain from others Additional Services of the types listed below. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.
2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the Task Order or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
5. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.
6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. based on the engineering and technical aspects of the Project, the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.C or the specific Task Order.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services.
12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

Exhibit A – Engineer's Services

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13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
 28. Excessive services during any correction period, or with respect to guarantees called for in the Construction Contract (except as agreed to under Basic Services).
 29. Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.
 30. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.
- B. *Advance Written Authorization Not Required:* Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.
1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
 5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
 6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.

Exhibit A – Engineer's Services

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7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated April 17, 2023.

Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following responsibilities unless expressly stated otherwise in a Task Order.

B2.01 *Specific Responsibilities*

A. Owner shall:

1. Provide Engineer with all criteria and full information as to Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
2. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
3. Furnish to Engineer any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
4. Following Engineer's assessment of initially-available Specific Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - a. Property descriptions.

Exhibit B– Owner's Responsibilities

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- b. Zoning, deed, and other land use restrictions.
 - c. Utility and topographic mapping and surveys.
 - d. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - e. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 - f. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Specific Project, the Site, and adjacent areas.
 - g. Data or consultations as required for the Project but not otherwise identified in this Agreement.
5. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
 6. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
 - a. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 - b. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 - c. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
 7. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
 8. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

Exhibit B– Owner's Responsibilities

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9. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
10. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
11. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, other work is to be performed at or adjacent to the Site by others or by employees of Owner, or if Owner arranges to have work performed at the Site by utility owners, then Owner shall coordinate such work unless Owner designates an individual or entity to have authority and responsibility for coordinating the activities among the various prime Contractors and others performing work. In such case Owner shall define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
12. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
13. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
14. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
15. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
16. Place and pay for advertisement for Bids in appropriate publications.
17. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
18. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
19. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

Exhibit B– Owner's Responsibilities

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20. Perform or provide the following: *[Here list any additional Owner responsibilities].*

This is **EXHIBIT C**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated April 17, 2023.

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Basis of Compensation*

- A. The bases of compensation (compensation methods) for Basic Services (including if applicable the bases of compensation for individual phases of Basic Services) and for Additional Services shall be identified in each specific Task Order (see Suggested Form of Task Order, Paragraph 6). Owner shall pay Engineer for services in accordance with the applicable basis of compensation.
- B. The three following bases of compensation are used for services under the Task Orders, as identified in each specific Task Order:
 1. Lump Sum (plus any expenses expressly eligible for reimbursement)
 2. Standard Hourly Rates (plus any expenses expressly eligible for reimbursement)
 3. Direct Labor Costs Times a Factor (plus any expenses expressly eligible for reimbursement)
 4. Cost Plus Fixed Fee (plus any expenses expressly eligible for reimbursement)

C2.02 *Explanation of Compensation Methods*

A. *Lump Sum*

1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.
2. The Lump Sum will include compensation for Engineer's services and services of Consultants, if any. The Lump Sum constitutes full and complete compensation for Engineer's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Consultant charges.
3. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of the services in the specified category (see Appendix 1 for rates or charges): [] ***[List any such reimbursable expenses here, or indicate "None." If "None" then the reference to Appendix 1 may be deleted.]***

Exhibit C – Payments to Engineer for Services and Reimbursable Expenses

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4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

B. Standard Hourly Rates

1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.
2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit as Appendices 1 and 2.
4. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and reimbursable expenses (including Consultants' charges, if any).
5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus reimbursable expenses (including Consultant's charges, if any).
6. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually (as of []) to reflect equitable changes in the compensation payable to Engineer.

C. Direct Labor Costs Times a Factor

1. For the specified category of services, the Owner shall pay Engineer an amount equal to Engineer's Direct Labor Costs times a factor of [] for the services of Engineer's employees engaged on the Specific Project. Direct Labor Costs means salaries and wages paid to employees but does not include payroll-related costs or benefits. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.
2. Engineer's Reimbursable Expenses Schedule is attached to this Exhibit as Appendix 1.
3. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation incorporates all labor, overhead, profit, and reimbursable expenses (including Consultant's charges, if any).
4. The amounts billed will be based on the applicable Direct Labor Costs for the cumulative hours charged to the specified category of services on the Specific Project during the billing period times the above-designated Factor, plus reimbursable expenses (including Consultant's charges, if any).

Exhibit C – Payments to Engineer for Services and Reimbursable Expenses

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5. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually (as of []) to reflect equitable changes in the compensation payable to Engineer.

D. Cost Plus Fixed Fee

1. For the specified category of services, the Owner shall pay Engineer an amount equal to Engineer's actual cost plus a fixed fee basis for the services of Engineer's employees engaged on the Specific Project. The actual costs will consist of salary costs, overhead expenses and direct non-salary expenses. All direct salary costs and expenses may be verified by auditing at the conclusion of the project. The fixed payment, stated in the Task Order, shall not vary from the maximum specified unless the overall scope of the project changes. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.
2. Engineer's Reimbursable Expenses Schedule is attached to this Exhibit as Appendix 1.
3. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation incorporates all labor, overhead, reimbursable expenses and fixed fee (including Consultant's charges, if any).
4. The amounts billed will be based on the applicable actual costs for the cumulative hours charged to the specified category of services on the Specific Project during the billing, plus reimbursable expenses (including Consultant's charges, if any) The portion of the Fixed Fee amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Fixed Fee.
5. Actual costs will be adjusted annually (as of []) to reflect equitable changes in the compensation payable to Engineer.

C2.03 *Reimbursable Expenses*

- A. Under the Lump Sum method basis of compensation to Engineer, unless expressly indicated otherwise the Lump Sum amount **includes** the following categories of expenses: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; and Consultant charges. These expenses are not reimbursable under the Lump Sum method, unless expressly indicated otherwise in C2.02.A.3 above.
- B. Expenses eligible for reimbursement under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods of compensation include the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Task Order: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier services; reproduction of reports, Drawings, Specifications, bidding-related or other

Exhibit C – Payments to Engineer for Services and Reimbursable Expenses

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procurement documents, Construction Contract Documents, and similar Specific Project-related items; Consultant charges; and any other expenses identified in Appendix 1.

- C. Reimbursable expenses reasonably and necessarily incurred in connection with services provided under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods shall be paid at the rates set forth in Appendix 1, Reimbursable Expenses Schedule, subject to the factors set forth below.
- D. The amounts payable to Engineer for reimbursable expenses will be the Project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external reimbursable expenses allocable to the Specific Project, the latter multiplied by a factor of [] .
- E. Whenever Engineer is entitled to compensation for the charges of its Consultants, those charges shall be the amount billed by such Consultants to Engineer times a factor of [] .
- F. The external reimbursable expenses and Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

~~C2.04 — Serving as a Witness~~

- ~~A. For services performed by Engineer's employees as witnesses giving testimony in any litigation, arbitration or other legal or administrative proceeding under Paragraph A2.01.A.20, at a rate of [] times the witness's standard hourly rate. Compensation for Consultants for such services will be by reimbursement of Consultants' reasonable charges to Engineer for such services.~~

C2.05 Other Provisions Concerning Payment

- A. *Extended Contract Times:* Should the Contract Times to complete the Work be extended beyond the period stated in the Task Order, payment for Engineer's services shall be continued based on the Standard Hourly Rates Method of Payment.
- B. *Estimated Compensation Amounts*
 1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall give written notice thereof to Owner and shall be paid for all services rendered thereafter.

Exhibit C – Payments to Engineer for Services and Reimbursable Expenses

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This is **Appendix 1 to EXHIBIT C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition**, dated April 17, 2023.

Reimbursable Expenses Schedule

Expenses eligible for reimbursement are subject to review and adjustment per Exhibit C. Rates and charges for reimbursable expenses as of the date of the Agreement are:

8"x11" Copies/Impressions	_____/page
Copies of Drawings	_____/sq. ft.
Air Transportation	at cost
CAD Charge	_____/hour
Laboratory Testing	at cost
Health and Safety Level D	_____/day
Health and Safety Level C	_____/day
Lodging	at cost
Meals	\$45/day per diem (\$10 breakfast, \$15 lunch, \$20 dinner)

[Note to User: Customize this Schedule to reflect anticipated reimbursable expenses on this Specific Project]

This is **Appendix 2 to EXHIBIT C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated April 17, 2023.

Standard Hourly Rates Schedule

The following standard hourly rates are subject to review and adjustment per Exhibit C. Hourly rates for services as of the Effective Date of the Task Order are:

Billing Class VIII	\$ _____/hour
Billing Class VII	\$ _____/hour
Billing Class VI	\$ _____/hour
Billing Class V	\$ _____/hour
Billing Class IV	\$ _____/hour
Billing Class III	\$ _____/hour
Billing Class II	\$ _____/hour
Billing Class I	\$ _____/hour

[Note to User: The categories above (Billing Classes VIII through I) are traditional hourly rate classes for engineering services, but the classes themselves do not currently have widely accepted or understood meanings or definitions. Many approaches are possible for establishing the hourly rates that will be charged. These include defining the categories (for example, “Billing Class VI—Assistant Project Manager”), or using the engineering firm’s own professional classifications. If hourly rates are ascribed to specific individuals, the user should ensure that changes in professional personnel and rates are allowable over the Project’s course.]

This is **EXHIBIT D**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated April 17, 2023.

Schedule of Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

The following duties, responsibilities, and limitations of authority may be incorporated in the Task Order for a Specific Project:

D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer’s representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR’s actions.
- B. Through RPR’s observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor’s work in progress, for the coordination of the Constructors’ work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor’s failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, as incorporated in this Task Order, are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 1. *General:* RPR’s dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR’s dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor’s safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
 4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR’s own personal safety while at the Site.

5. *Liaison*

- a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
- b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
- c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,

7. *Shop Drawings and Samples*

- a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
- b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
- c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.

8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.

9. *Review of Work; Defective Work*

- a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Specific Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion, submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of, Owner, and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Specific Project in whole or in part.

This is **EXHIBIT E**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated April 17, 2023.

[Notes to User]

1. Exhibit A, Paragraph A1.05.A.24 of this Agreement indicates that in connection with recommending final payment of the Construction Contractor with respect to a specific Construction Contract, the Engineer will also provide a notice to Owner and Contractor of the acceptability of the Work, subject to stated limitations. The form for that purpose, "Notice of Acceptability of Work," is attached on the following pages of this Exhibit E. The same form is also available as a construction form, EJCDC® C-626 (2013).

2. The Notice of Acceptability of Work should be served in compliance with the requirements for service of notice under the Construction Contract. See Paragraph 18.01, Giving Notice, of EJCDC® C-700 (2013), Standard General Conditions of the Construction Contract.]

NOTICE OF ACCEPTABILITY OF WORK

SPECIFIC PROJECT:

OWNER:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To: _____
OWNER

And To: _____
CONTRACTOR

From: _____
ENGINEER

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, _____, and the following terms and conditions of this Notice.

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the professional judgment of Engineer.
3. This Notice is given as to the best of Engineer’s knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Specific Project (including observation of the Contractor’s work) under Engineer’s Agreement with Owner, and applies only to facts that are within Engineer’s knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor’s performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner’s reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

This is **EXHIBIT F**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated April 17, 2023.

Construction Cost Limit

Paragraph 5.02 of the Agreement is amended and supplemented to include the following when incorporated in the Task Order for a Specific Project:

F5.02 *Designing to Construction Cost Limit*

- A. A Construction Cost limit may be set forth in the Task Order.
- B. If a Construction Cost limit is set forth in a Task Order, then the Task Order will also specify bidding or negotiating contingency to be added to such Construction Cost limit.
- C. The acceptance by Owner at any time during Basic Services of a revised opinion of probable Construction Cost in excess of the then established Construction Cost limit will constitute a corresponding increase in the Construction Cost limit.
- D. Engineer will be permitted to determine what types of materials, equipment and component systems, and the types and quality thereof are to be included in the Drawings and Specifications and to make reasonable adjustments in the scope, extent, and character of a Specific Project to the extent consistent with the project requirements and sound engineering practices to bring the project within the Construction Cost limit.
- E. If the Bidding or Negotiating Phase has not commenced within three months after completion of the Final Design Phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit will not be binding on Engineer, and Owner shall consent to an adjustment in such Construction Cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or Bids are sought.
- F. If the lowest bona fide proposal or Bid exceeds the established Construction Cost limit, Owner shall (1) give written approval to increase such Construction Cost limit, or (2) authorize negotiating or rebidding the Specific Project within a reasonable time, or (3) cooperate in revising the Specific Project's scope, extent, or character to the extent consistent with the Specific Project's requirements and with sound engineering practices. In the case of (3), Engineer shall modify the Construction Contract Documents as necessary to bring the Construction Cost within the Construction Cost limit. Owner shall pay Engineer's cost to provide such modification services, including the costs of the services of its Consultants, all overhead expenses reasonably related thereto, and Reimbursable Expenses, but without profit to Engineer on account of such services. The providing of such services will be the limit of its responsibility in this regard and, having done so, Engineer shall be entitled to payment for services and expenses in accordance with this Agreement and will not otherwise be liable for damages attributable to the lowest bona fide proposal or bid exceeding the established Construction Cost limit.

Exhibit F – Construction Cost Limit

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This is **EXHIBIT G**, consisting one page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated April 17, 2023.

Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.05 Insurance

- A. The limits of liability for the insurance required by Paragraphs 6.05.A and 6.05.B of the Agreement are as follows, unless and except as specifically modified by a specific Task Order:
1. By Engineer:
 - a. Workers' Compensation: Statutory
 - b. Employer's Liability –
 - 1) Bodily injury, each accident: \$1,000,000
 - 2) Bodily injury by disease, each employee: \$1,000,000
 - 3) Bodily injury/disease, aggregate: \$1,000,000
 - c. General Liability –
 - 1) Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - 2) General Aggregate: \$2,000,000
 - d. Excess or Umbrella Liability –
 - 1) Each Occurrence: \$2,000,000
 - 2) General Aggregate: \$4,000,000
 - e. Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage): \$1,000,000
 - f. Professional Liability –
 - 1) Each Claim Made: \$2,000,000
 - 2) Annual Aggregate: \$4,000,000
 - B. Additional Insureds:
 1. The Owner shall be listed on Engineer's general liability policy as additionally insured.

Exhibit G - Insurance

This is **EXHIBIT H**, consisting of one page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated April 17, 2023.

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.09 *Dispute Resolution*

- A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement, including any Task Order, or the breach thereof ("Disputes") to mediation by a mutually agreed upon mediator. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution method of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

Exhibit H – Dispute Resolution

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This is **EXHIBIT I**, consisting of one page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated April 17, 2023.

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

I6.11.A Limitation of Engineer's Liability

1. *Engineer's Liability Limited to Amount of Insurance Proceeds Available:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Specific Project or the Task Order from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds available to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement.
 2. *Exclusion of Special, Incidental, Indirect, and Consequential Damages:* To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.11, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, the Task Order, or the Specific Project.
- B. *Indemnification by Owner:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Specific Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Specific Project.

Exhibit I – Limitations of Liability

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
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 and American Society of Civil Engineers. All rights reserved.

This is **EXHIBIT J**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated April 17, 2023.

Special Provisions

Paragraph(s) ___ of the Agreement is/are amended to include the following agreement(s) of the parties:

This is **EXHIBIT K**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated April 17, 2023.

Amendment ____ To Task Order No. _____

1. Background Data:

- a. Effective Date of Task Order:
- b. Owner: Huerfano County
- c. Engineer: KLJ Engineering LLC
- d. Specific Project:

2. Description of Modifications

[Include the following paragraphs that are applicable and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

- a. Engineer shall perform the following Additional Services: []
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows: []
- c. The responsibilities of Owner with respect to the Task Order are modified as follows: []
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: []
- e. The schedule for rendering services under this Task Order is modified as follows: []
- f. Other portions of the Task Order (including previous amendments, if any) are modified as follows: []

[List other Attachments, if any]

3. Task Order Summary (Reference only)

- a. Original Task Order amount: \$[]
- b. Net change for prior amendments: \$[]
- c. This amendment amount: \$[]
- d. Adjusted Task Order amount: \$[]

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:

ENGINEER: KLJ Engineering LLC

By: _____

By: _____

Title: _____

Title: _____

Date
Signed: _____

Date
Signed: _____



Delegation of Authority Huerfano County

Pursuant to the Colorado Air Pollution Prevention and Control Act, §25-7-111(2)(f), C.R.S., Huerfano County (“Agent”) is hereby designated to perform certain duties as an Agent of the Air Pollution Control Division of the Colorado Department of Public Health and Environment (“Division”) within the following jurisdiction: Huerfano County.

The Agent does hereby accept this designation and agrees to perform such activities as are necessary to meet the requirements of the Colorado Air Pollution Prevention and Control Act (“Act”), and regulations promulgated pursuant thereto, regarding the delegated duties and responsibilities specified in this delegation of authority. Agent agrees to exercise and perform the powers and duties designated in this delegation of authority in accordance with all applicable written policies of the Division.

This delegation of authority to Huerfano County is limited to the following prescribed powers and duties:

- 1) To issue or deny general open burning permits on a Division-approved form, which is attached to this delegation of authority, in accordance with the Air Quality Control Commission’s Regulation No. 9 regarding general open burning.
- 2) In the event any person, as defined by the Act in §25-7-103(19), C.R.S., fails to obtain an open burning permit, fails to comply with permit conditions or fails to comply with Regulation No. 9 regarding general open burning, the Agent must notify the Division immediately upon the Agent’s discovery of the noncompliance. Should the Division issue a Notice of Violation pursuant to §25-7-115(2) regarding the noncompliance, and if requested by the Division, Agent must attend the conference(s) held by the Division, pursuant to § 25-7-115(3)(a), C.R.S., to discuss the noncompliance.
- 3) In the event any person, as defined by the Act in §25-7-103(19), C.R.S., violates a Compliance Order issued by the Division pursuant to the Division’s authority in §25-7-115(3)(b), C.R.S., the Agent must notify the Division immediately upon the Agent’s discovery of the noncompliance. Should the Division cause to be instituted by court action for injunction and/or civil penalties, pursuant to §§25-7-121 and/or 25-7-122, C.R.S., Agent must assist the Division when directed by the Division.

All powers, duties and responsibilities prescribed herein shall be exercised and performed within the specific geographical jurisdiction set forth in this delegation of authority.



This delegation of authority revokes and supersedes any prior delegation, whether written or oral, relating to air pollution control made to Agent.

This delegation of authority to Huerfano County revokes and supersedes any prior delegation, whether written or oral, relating to air pollution control made to Las Animas-Huerfano Counties' District Health Department.

The Division expressly reserves the right to cancel delegation of authority at any time, to issue enforcement orders, notices and open burning permits, including exercise oversight authority to issue those orders, notices, and permits specified in this delegation of authority, as authorized by the Act. This delegation of authority in no way relieves the Division of its duty to enforce according to mandates of the Act and regulations promulgated thereunder in the event Agent's enforcement activities and permit policy conflict or are otherwise inconsistent with enforcement activities and permit policies of the Division.

In order to ensure coordination of efforts and uniform enforcement of air pollution laws, activities conducted pursuant to this delegation of authority must be reported on a monthly basis to the Division on a form specified by the Division, a copy of which has been provided to the Agent.

This delegation of authority is effective on this 23rd day of March 2023 and will expire on the 23rd day of March 2028. Should both parties wish to continue the delegation, a new Delegation of Authority must be executed.

Dated this 23rd day of March 2023.

FOR COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT:

 Digitally signed by Michael Ogletree
Date: 2023.03.23 08:23:35 -06'00'

3/23/2023
DATE

Michael Ogletree
Director
Air Pollution Control Division

FOR HUERFANO COUNTY:

DATE

John Galusha
County Commissioner, District 1
Huerfano County Board of County Commissioners



FOR LAS ANIMAS-HUERFANO COUNTIES' DISTRICT HEALTH DEPARTMENT:

Kimberly
Gonzales



3-23-2023

DATE _____

Kimberly Gonzales
Executive director
Las Animas-Huerfano Counties District Health Department





DATE ISSUED: _____ DATE EXPIRES: _____ PERMIT #: _____

OPEN BURNING PERMIT APPLICATION

APPLICANT NAME: _____

MAILING ADDRESS: _____ CITY, ZIP: _____

PHONE: _____ FAX: _____ EMAIL: _____

BURN SITE LOCATION:
(Address & site description
e.g. fence row, ditch) _____

LANDOWNER: _____

BURN SUPERVISOR: _____ PHONE: _____

PROXIMITY TO PUBLIC LANDS: _____

PROXIMITY TO STRUCTURES: _____

PURPOSE OF BURN: _____

TYPE OF DEBRIS TO BE BURNED: _____

TOTAL AMOUNT OF DEBRIS TO BE BURNED: (acres, number & dimensions of piles) _____

AUXILLARY FUEL TO BE USED: _____ ALTERNATIVE TO BURNING: _____

PROPOSED STARTING DATE: _____ PROPOSED COMPLETION DATE: _____

TOTAL DAYS, HOURS NEEDED TO COMPLETE BURN: _____

ADDITIONAL REQUESTS AND INFORMATION:
(Elaborate, if needed, on information given above) _____

APPLICANT SIGNATURE: _____ DATE: _____

GRANTING AUTHORITY: _____ DATE: _____



STANDARD OPEN BURNING CONDITIONS
(the applicant acknowledges and agrees to abide by these conditions):

- Burn Permits must be submitted at least **48 hours** in advance of the requested burn dates, and are valid for **5 days** from the date of final approval.
- The burn supervisor must notify the Huerfano County Dispatch Center at 719-738-1044 immediately prior to starting the fire and at the conclusion of the fire. If any temporary fire restrictions or weather conditions are in place at that time, the permittee will be advised to reschedule for a later date.
- The burn supervisor must notify dispatch that the burn has been completed.
- The burn supervisor is liable for all damages to property of his or others and is responsible for cost associated with the fire suppression if fire department intervention is necessary.
- **Permittee shall only burn in piles that do not exceed 8'x8'x8'. No more than 49 piles may be burned during the life of this permit.**
- ***Burning in barrels or incinerators is not permitted.***
- The permittee is responsible for checking the daily air quality forecast, before igniting the burn, to ensure that no Air Pollution Alert or Ozone Action Day alert has been issued for the location of the burn. For more information: www.colorado.gov/airquality.
- This permit can be revoked at any time by the fire chief or authorized agent and will become null and void upon either:
 - the issuance of a “fire ban” by the Huerfano County Commissioners or Huerfano County Sheriff;
 - public announcement of a period of air pollution emergency or alert; or
 - notification of a high-wind watch/warning day and/or a fire weather watch/red flag warning day.
- At no time shall the burn be left unattended. Burning shall be supervised by one or more responsible persons depending on the type of burning. Precautions shall be taken to localize the burning and in no way constitute a fire hazard to persons/property within or adjacent to the area of burning. The granting authority and the employees or agents thereof, in the issuing of a permit, do not assume any responsibility or results in damage to the person or property of the permittee, or the person or property of any third person.
- Other permits may be required or other state and federal laws and regulations may apply to the safe and legal burning of the material described herein.
- Burns that require fire department assistance to help property owners keep the fire under control may incur a fee for equipment, mileage and hours.
- Burning shall be restricted to the item(s) and location identified in the permit.
- Issuance of the permit signifies that the requesting individual has permission by the fire chief or other authorized agent to conduct controlled open burning of grass, brush, tree trimmings and other combustible debris not to include rubber, plastic, oils, asphalt or any other material which is considered to emit hazardous smoke or other byproducts at the location specified in this application.
- “Ignition” of material includes both starting a fire and adding more material to an existing fire. All fires must be completely extinguished no later than sunset.
- This permit is for compliance with air pollution requirements only and is not a permit to violate any existing local laws, rules, regulations or ordinances regarding fire, zoning or building.
- This permit is only valid for unincorporated Huerfano County in this permit. **Burns within the municipal limits of the Town of La Veta or City of Walsenburg do not use this process.**
- Any violations of these same conditions and restrictions shall render this permit null and void.



OFFICIAL USE ONLY

Application Received by: _____

Date Received: _____

Date Sent to Dispatch: _____

Date Sent to Fire Chief: _____

Fire District: _____

Fire District Approval
Chief/Authorized
Signature: _____

Date Approved: _____

CAD# (Dispatch to Enter) _____

Open Burning Permits Reporting

September 2022 burn permits

amber.stowell@state.co.us [Switch account](#)



* Required

Email *

Your email

* County

Month *

Open burning permits issued *

Your answer



Item 7e.

Open burning permits denied *

Your answer

A copy of your responses will be emailed to the address you provided.

Submit

Clear form

Never submit passwords through Google Forms.

reCAPTCHA
[Privacy](#) [Terms](#)

This form was created inside of State.co.us Executive Branch. [Report Abuse](#)

Google Forms




CONTRACT AMENDMENT #1**SIGNATURE AND COVER PAGE**

State Agency Colorado Department of Human Services Behavioral Health Administration	Original Contract Number 23 IBEH 174457
Contractor Huerfano County Colorado for the use and benefit of Huerfano County Sheriff's Department	Amendment Contract Number 23 IBEH 179376
Current Contract Maximum Amount Initial Term State Fiscal Year 2023 \$131,550.00	Contract Performance Beginning Date July 1, 2022
Extension Terms None	Current Contract Expiration Date June 30, 2023
Total for All State Fiscal Years \$131,550.00	

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 align="center">CONTRACTOR</p> <p align="center">Huerfano County Colorado for the use and benefit of Huerfano County Sheriff's Department</p>  <p align="center">By: Mr. Bruce Newman, Sheriff</p> <p align="center">Date: <u>2-6-2023</u></p>	<p align="center">STATE OF COLORADO</p> <p align="center">Jared Polis, Governor Colorado Department of Human Services Michelle Barnes, Executive Director</p> <p align="center">DocuSigned by: <i>Morgan Medlock</i></p> <p align="center">By: Dr. Morgan Medlock, Commissioner, Behavioral Health Administration</p> <p align="center">Date: 3/30/2023</p>
<p align="center">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 align="center">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p align="center">DocuSigned by: <i>Toni Williamson</i></p> <p align="center">By: _____ Andrea Eurich / Toni Williamson</p> <p align="center">Amendment Effective Date: 3/31/2023</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 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 replace the Exhibit A, Statement of Work, the Exhibit B, Budget and the Exhibit C, Miscellaneous Provisions. Also, add Exhibit E, Supplemental Provisions for Federal Awards and add Exhibit F, SLFRF, Subrecipients Provisions Exhibit – CDHS. This amendment also increases the FY23 Budget by \$20,000 resulting in a new FY23 Budget of \$131,550.00

5. MODIFICATIONS

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

- A. 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.
- B. **REPLACE** Exhibit A, Statement of Work with Exhibit A-1, Statement of Work, attached and incorporated by reference.
- C. **REPLACE** Exhibit B, Budget with Exhibit B-1, Budget, attached and incorporated by reference.
- D. **REPLACE** Exhibit C, Miscellaneous Provisions with Exhibit C-1, Miscellaneous Provisions, attached and incorporated by reference.

- E. **ADD** Exhibit E, Supplemental Provisions for Federal Awards, attached and incorporated by reference.
- F. **ADD** Exhibit F, 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-1 - Statement of Work

Jail Based Behavioral Health Services

Definitions and Acronyms

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 jail:

“Behavioral Health Administration” means the facilities that are contracted with BHA to provide inpatient restoration services to individuals.

“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.

“Competency Enhancement Program - CEP” means the program funded through SB 19-223 to provide jail-based mental health services to those awaiting an inpatient competency restoration bed.

“Competency Evaluator” is a licensed physician who is a psychiatrist or licensed psychologist, each of whom is trained in forensic competency assessments, or a psychiatrist training and practicing under the supervision of a psychiatrist with expertise in forensic psychiatry, or a

psychologist who is in forensic training and is practicing under the supervision of a licensed psychologist with experience in forensic psychology.

“Court-Ordered Competency Evaluation” means a court-ordered examination of an individual before, during, or after trial, directed to developing information relevant to a determination of the individual’s competency to proceed at a particular stage of the criminal proceedings, that is performed by a Competency Evaluator and includes evaluations concerning restoration to Competency.

“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 Navigator” means social workers working within the CDHS that provide proper care and coordination of pretrial individuals, which involves working with the courts, court liaisons, service providers, and conducting periodic case management evaluations across the 22 judicial districts.

“Forensic Support Team” means a group of individuals working within the CDHS who provide evaluation and competency restoration education services, case management, and assertive community treatment services to individuals awaiting competency restoration services.

“High Risk for Transfer” means an individual who has been ordered to receive inpatient restorative treatment; for whom an evaluator has determined either that the individual appears to have a mental health disorder and as a result of the mental health disorder, appears to be an imminent danger to others or to himself and/or appears to be gravely disabled.

“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.

“**Low Risk for Transfer**” means an individual who has been ordered to receive inpatient restorative treatment services and is assessed to need mental health services but does not need a referral to a BHA designated inpatient facility.

“**Moderate Risk for Transfer**” means an individual who has been ordered to receive inpatient restorative treatment, for whom an evaluator has determined either that the individual appears to have a mental health disorder or appears to be gravely disabled and does not appear to be an imminent danger to others or to himself at that point in time.

“**Memorandum of Understanding**” 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.

“**Program Level of Care Type**” means the level of care a person receives while in jail awaiting a bed for inpatient restorative treatment.

“**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.

PART ONE - GENERAL PROVISIONS

Article 1

General Administration

1.1 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.

1.2 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

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 participate in the JBBS Quarterly Meetings and shall oversee the JBBS Program and its operations. The Sheriff's Department is encouraged to account for this administrative position in their budget.

1.3 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 need. 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.
- 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.

1.4 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.

1.5 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 Office of Behavioral Health, 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.

1.6 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.

1.7 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.

1.8 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.

1.9 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>

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

1.11 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 by the 20th of the following month.

3.3 General Accounting Encumbrances (GAE). Some Parts under this Statement of Work may utilize general accounting encumbrances. Detailed information regarding the general accounting encumbrances can be found in those Parts.

3.4 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.

3.5 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 Office of Behavioral Health 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.

3.6 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.

3.7 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 15¹, to 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 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 15.²
- 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.
 - 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 after the initial 2-month payment on July 1 and as a submission for its quarterly reconciliation.

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

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

- 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_ibbs@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).
 - 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 other 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.
- c. 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 6 - 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 6 - JBBS Program Deliverables

PART FOUR - JAIL MEDICATION ASSISTED TREATMENT (SB 19-008)

Article 1 Purpose & Target Population

1.1 Purpose. Senate Bill 19-008 concerns treatment of individuals with substance use disorders who come into contact with the criminal justice system. Section 6 of the bill requires jails that receive funding through the jail-based behavioral health services program to allow medication-assisted treatment to be provided to individuals in the jail. 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. Contractors engaging 19-008 funding 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 before MAT services are provided. If a policy is not provided and MAT services are not offered, an explanation as to why will be provided to BHA prior to any BHA JBBS funds being issued. See Part Six, 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.

2.2 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. 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.
- c. Jail payroll expenses for interventions, medical staff, and medications.
- d. Facility and equipment upgrades related to MAT.
- e. 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.

Article 3 Standards and Requirements

3.1 General Accounting Encumbrance. This program will be funded by a General Accounting Encumbrance (GAE). Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to the Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.

3.2 Program Policies and Plans.

- a. Contractor shall adhere to the policy or plan for its jail submitted to satisfy the deliverable described in Part Six, 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.

3.3 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.

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

3.5 Tiered MAT Funding.

a. Contractors will be provided with funding for MAT services based on the following tiered system created by BHA:

TIER 1. This is the base tier, a starting point for jails that may have high barriers and/or resource shortage. It is primarily for jails that only offer Vivitrol and Buprenorphine continuations for pregnant individuals. If Contractor at this tier anticipates spending over \$5,000 in a year, it must provide a budget to BHA for pre-approval.

TIER 2. This is the middle tier for established programs, but these programs may have some barriers and are not offering a full FDA MAT medication list yet. This is primarily for jails that offer continuations for inmates for Buprenorphine products as well as Vivitrol. An additional \$10,000 may be offered if Methadone is offered as a continuation for inmates. If Contractor at this tier anticipates spending over \$35,000 in a year, it must provide a budget to BHA for pre-approval.

TIER 3. This is the top tier for established programs. It should include full induction and continuation of all FDA approved medications. Jails in this group would submit a budget (could be \$150,000 or more) for their MAT program, submit a work plan outlining how they will screen, refer, provide medications while incarcerated, and transfer care of those individuals to community MAT providers upon release.

b. MAT funding based on Tiers will be based on Program Manager's discussion with the contracted jail. If a program chooses to prove eligibility for a higher tier, this will be taken into consideration for the following contract year. A jail will stay within one tier for an entire contract year but can move up or down depending on proved eligibility and need.

Article 4 Deliverables

4.1 For Deliverables under this section, please see Part 6 - JBBS Program Deliverables

PART FIVE - JBBS TECHNICAL ASSISTANCE (HB 22-1326)

Article 1 Purpose & Target Population

1.1 Purpose

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 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.

"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.

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 47 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.

1.3 General Accounting Encumbrance. This program will be funded by a General Accounting Encumbrance (GAE). Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to the Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.

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. Medication Acquisition/utilize technical assistance for identifying bulk purchasing opportunities for necessary services
 - iii. DEA licensing services
 - iv. Temporary or Permanent staffing services for positions related to the implementation of MAT services. These could be both 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 Relation Services regarding MAT services
 - viii. Building modifications as it pertains to MAT services
 - ix. Human Services collaboration as it pertains to Medicaid enrollment prior to release from jail
 - x. Telecommunication services (ex WiFi upgrades)
 - xi. Translation services when needed
 - xii. Delivery of MAT medications
 - xiii. Community re-entry services for offender transition (services that help offenders transition from prison to a productive community life)
- c. 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.
- d. 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.

- i. A copy of this policy will be provided to BHA before MAT services are provided. If a policy is not provided and MAT services are not offered, an explanation as to why will be provided to BHA prior to any BHA JBBS funds being issued no later than 30 days from the date this amendment is executed.
- ii. 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 initiate MAT for SUD and retain in MAT/optimize retention to MAT while in jail where clinically indicated.
- h. Contractor shall provide patient education surrounding SUD/MAT/ODU 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.
- f. Facility and equipment upgrades related to MAT. Upgrade plan subject to prior approval.

PART SIX - 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

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/jbbhs> 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.

iii. 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 #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 Office of Behavioral Health via an encrypted email to 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 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) shall 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 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 Mental Health Expansion (SB 18-250)

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 6, Article 1, Section 1.1, Subsection c, above, the following additional data related to Mental Health Expansion shall be collected:

i. Whether the individual is receiving mental health services only, not SUD services (checkbox in JBBS Database).

1.3 Additional Deliverables Related to Competency Enhancement (SB 19-223)

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 6, Article 1, Section 1.1, Subsection c, above, the following additional data related to Competency Enhancement shall be collected:

i. Whether the individual is involved in the competency restoration process (checkbox in JBBS Database).

ii. Whether the individual has returned to jail after receiving competency restoration services (checkbox in JBBS Database).

1.4 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 6, 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).

1.5 Additional Deliverables Related to Jail Medication-Assisted Treatment (SB 19-008)

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 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. Contact JBBS Program Manager for additional information on creating MAT policies.

c. Barrier Reports. If Contractor does not yet deliver MAT in its jail, Contractor shall submit a report detailing the barriers Contractor is experiencing that have prevented MAT delivery in the jail. Describe the capacity or efforts needed to get the jail into compliance or ability to provide MAT in the jail, 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 by August 1 annually.

d. Start-Up Plans. In the first year that Contractor will deliver MAT in its jail, Contractor shall submit a report of ramp-up activities that will occur in the first four months of the project via email to cdhs JBBS@state.co.us by August 1 annually.

e. 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 its tier's 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.

f. Data Entry. The Contractor or designated subcontractor shall complete all applicable data fields as outlined in Part 6, Article 1, Section 1.1, Subsection c, above. Data shall be entered in the JBBS (Civcore) 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.

1.6 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.

Table 1

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

Program	Deliverable	Description	Due Date	Responsible Party	Deliver to
All	Provide annual work plan	See Part 6, Article 1, Section 1.1, Subsection a, above	By EOB April 1, for the following fiscal year	Contractor	cdhs_jbbs@state.co.us
All	BHA invoice	See Part 1, Article 3, Section 3.2, above	By 20th of following month for previous month's expenses	Contractor	cdhs_BHApayment@state.co.us
All	Report critical incidents	See Part 6, Article 1, Section 1.1, Subsection e, above	Within 24 hours of incident	Contractor	cdhs_ci_BHA@state.co.us
All	Provide JBBS annual report	See Part 6, Article 1, Section 1.1, Subsection b, above	By EOB July 31 of the current year	Contractor	cdhs_jbbs@state.co.us
All	Workgroup attendance	See Part 6, Article 1, Section 1.1, Subsection d, above	Quarterly	Contractor	Locations TBD
All	Send BHA copy of proposed subcontract	See Part 6, Article 1, Section 1.1, Subsection f, above	Within 30 days of contract being signed	Contractor	cdhs_jbbs@state.co.us
All	Site Visits	See Part 6, Article 1, Section 1.1, Subsection g, above	Ongoing / as needed	BHA	Locations TBD
All	Contract Monitoring Tool	See Part 6, Article 1,	Ongoing, by the 20th of	Contractor	JBBS Program Manager

		Section 1.1, Subsection h, above	each month for all services provided during the previous month		
Mental Health Expansion (SB 18-250)	Data entry specific to SB 18-250	See Part 6, Article 1, Section 1.2, Subsection a, above	Ongoing, by the 15th of each month for all services provided during the previous month	Contractor or designated subcontractor	JBBS Civicore Database Jail Based Behavioral Health Services
Competency Enhancement (SB 19-223)	Data entry specific to SB 19-223	See Part 6, Article 1, Section 1.3, Subsection a, above	Ongoing, by the 15th of each month for all services provided during the previous month	Contractor or designated subcontractor	JBBS Civicore Database Jail Based Behavioral Health Services
Pre-sentence Reentry Coordinator Services	Data entry specific to pre-sentence Reentry coordinator services	See Part 6, Article 1, Section 1.4, Subsection a, above	Ongoing, by the 15th of each month for all services provided during the previous month	Contractor or designated subcontractor	JBBS Civicore Database Jail Based Behavioral Health Services
JMAT (SB 19-008)	Organizational structure	Part 6, Article 1, Section 1.5, Subsection a, above	August 1 (annually)	Contractor	cdhs_jbbs@state.co.us
JMAT (SB 19-008)	Policies	Part 6, Article 1, Section 1.5, Subsection b, above	Prior to MAT services being delivered	Contractor	cdhs_jbbs@state.co.us
JMAT (SB 19-008)	Barrier Reports	Part 6, Article 1, Section 1.5, Subsection c, above	August 1 (annually)	Contractor	cdhs_jbbs@state.co.us
JMAT (SB 19-008)	Start-Up Plans	Part 6, Article 1, Section 1.5,	August 1 (annually)	Contractor	cdhs_jbbs@state.co.us

		Subsection d, above			
JMAT (SB 19-008)	Work Plan and Budget Submission/Approval	Part 6, Article 1, Section 1.5, Subsection e, above	Within five (5) business days of plan submission	Contractor	cdhs_jbbs@state.co.us
JMAT (SB 19-008)	Data Entry Specific to JMAT (SB 19-008)	Part 6, Article 1, Section 1.5, Subsection f, above	Ongoing, by the 15th of each month for all services provided during the previous month	Contractor or designated subcontractor	JBBS Civicore Database Jail Based Behavioral Health Services
JBBS MAT TA (HB 22-1326)	Work Plan and Budget Submission/Approval		Within five (5) business days of plan submission	Contractor or designated subcontractor	cdhs_jbbs@state.co.us

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, JBBS/Competency Enhancement, 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 June 30, 2022 - July 1, 2023

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.



COLORADO
Office of Behavioral Health
Department of Human Services

EXHIBIT B-1, FY23 ANNUAL BUDGET

BHA Program	JBBS
Agency Name	Huerfano County
Budget Period	July 1, 2022 - June 30, 2023
Project Name	JBBS

This contract will be paid in advance terms as shown in Exhibit A, Part One, Article 4.

Program Contact, Title	Bruce Newman, Sheriff
Phone	719-738-1740
Email	brucenewman@bresnan.net
Fiscal Contract, Title	Carl Young, Financial Admin
Phone	719-738-3000 x110
Email	cyoung@huerfano.us
Date Completed	November 1, 2022

SERVICE CATEGORIES		
Services (Fixed Price per rate Schedule)	Funding Source	Total
Substance Use Disorder Treatment	State General Fund	65,775.00
Mental Health Treatment	State General Fund	65,775.00
Total Contract		131,550.00

General Accounting Encumbrance - Medication Assisted Treatment	
MAT Services	
GAE Total	1,690,428.00
Fentanyl Technical Assistance	
GAE Total	2,955,000.00

**GAE total for all Contractors is \$4,645,428. No minimum amount is guaranteed to Contractor. Funds are invoiced as earned per the terms of Exhibit A and the following Rate Schedule.

JBBS RATE SCHEDULE	
Statewide Maximum Salaries	
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.	
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
*BHA will reimburse salaries up to the state maximum	
*BHA may consider rates 10% above statewide maximum salaries pending justification from jails and written pre-approval by BHA	
Travel	
Mileage (IRS rate)	\$0.59/mile
Operating Expenses	
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	
Indirect Expenses	

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 (e.g. 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
* BHA may consider other expenses pending justification from jails and written pre-approval by BHA	
MEDICATIONS	
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.	
Psychotropic Medication will be reimbursed at rate established on Preferred Drug List (PDL) which can be found at https://www.colorado.gov/hcpf/pharmacy	
Medication	Rate
Methadone	\$18/day. Methadone treatment, including medication and integrated psychosocial and
Naltrexone (oral)	Monthly Medication Rate: \$85. Monthly Prescriber Rate: \$150
Depot-naltrexone (injectable) (Vivitrol)	\$1,376/unit; 380mg injection (extended release) per month
Buprenorphine (pregnancy) - mg.	\$41/month
Buprenorphine (pregnancy) - 2mg	\$31/month
Buprenorphine/naloxone sublingual film (suboxone) - 12mg/3mg	\$275/month
Buprenorphine/naloxone sublingual film (suboxone) - 8mg/2mg	\$140/month
Buprenorphine/naloxone sublingual film (suboxone) - 4mg/1mg	\$140/month
Buprenorphine/naloxone sublingual film (suboxone) - 2mg/0.5mg	\$80/month
Naloxone (Narcan)	Unit Cost: \$75. Prescriber Rate: \$35
Suboxone and generics	\$5.55 / unit @30 days = \$166.50 for a 2mg-0.5mg dose; range can increase from 4mg-
Buprenorphine - 8mg	\$41/month
Buprenorphine - 2mg	\$31/month
Subalocate (injectable)	\$1,376/unit; 380mg injection (extended release) per month

Revised 02_23_2022

**Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to Contractor. No minimum payment is guaranteed to Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.

Exhibit C-1 Miscellaneous Provisions

I. General Provisions and Requirements

A. Finance and Data Protocols

The Contractor shall comply with the Behavioral Health Administration's (BHA) most current Finance and Data Protocols and the Behavioral Health Accounting and Auditing Guidelines, made a part of this Contract by reference.

B. Marketing and Communications

The Contractor shall comply with the following marketing and communications requirements:

1. Reports or Evaluations. All reports or evaluations funded by BHA must be reviewed by BHA staff, including program, data, and communications, over a period of no fewer than 15 business days. The Contractor may be asked to place a report or evaluation on an BHA template and the report or evaluation is required to display the BHA logo. The Contractor shall submit the finished document to BHA in its final format and as an editable Word or Google document.
2. Press Releases. All press releases about work funded by BHA must note that the work is funded by the Colorado Department of Human Services, Behavioral Health Administration. Press releases about work funded by BHA must be reviewed by BHA program and communications staff over a period of no fewer than five business days.
3. Marketing Materials. Contractor shall include the current Colorado Department of Human Services, Behavioral Health Administration logo on any marketing materials, such as brochures or fact sheets, that advertise programs funded by this Contract. Marketing materials must be approved by the Contract's assigned BHA program contract over a period of no fewer than 5 business days.
4. All Other Documents. All other documents published by the Contractor about its BHA-funded work, including presentations or website content, should mention the Colorado Department of Human Services, Behavioral Health Administration as a funder.
5. Opinion of BHA. BHA may require the Contractor to add language to documents that mention BHA reading: "The views, opinions and content expressed do not necessarily reflect the views, opinions or policies of the Colorado Department of Human Services, Behavioral Health Administration."

C. Start-up Costs

If the State reimburses the Contractor for any start-up costs and the Contractor closes the program or facility within three years of receipt of the start-up costs, the Contractor shall reimburse the State for said start-up costs within sixty (60) days of the closure. The Contractor is not required to reimburse the State for start-up costs if the facility or program closure is due to BHA eliminating funding to that specific program and/or budget line item.

D. Immediate Notification of Closures / Reductions in Force

If the Contractor intends to close a facility or program, it shall notify the BHA Contracts Unit at least five business days prior to the closure. Similarly, if the Contractor, or any sub-contractor provider, intends to conduct a reduction in force which affects a program funded through this contract, the Contractor shall notify the BHA Contracts Unit at least five business days prior to the layoffs.

E. Contract Contact Procedure

The Contractor shall submit all requests for BHA interpretation of this Contract or for amendments to this Contract to the BHA Contract Manager.

F. Continuity of Operations Plan

1. In the event of an emergency resulting in a disruption of normal activities, BHA may request that Contractor provide a plan describing how Contractor will ensure the execution of essential functions of the Contract, to the extent possible under the circumstances of the inciting emergency (“Continuity of Operations Plan” or “Plan”).
2. The Continuity of Operations Plan must be specific and responsive to the circumstances of the identified emergency.
3. BHA will provide formal notification of receipt of the Continuity of Operations Plan to the Contractor.
4. The Continuity of Operations Plan will not impact or change the budget or any other provisions of the contract, and Contractor's performance will be held to the same standards and requirements as the original Contract terms, unless otherwise specified in the Continuity of Operations Plan.
5. Any submitted Continuity of Operations Plan will be ratified as an amendment to the contract as soon as possible.
6. Contractor shall communicate, in a format mutually agreed upon by BHA and Contractor staff, on a frequency that supports the monitoring of services under the Continuity of Operations Plan. If adjustments are needed to the Plan, such adjustments will be made in writing and accompanied by written notice of receipt from BHA.
 - a. As part of the BHA/Contractor communication during the emergency, Contractor and BHA will evaluate whether the emergency has resolved such that normal operations may be resumed.
 - b. Contractor and BHA will agree in writing when the emergency situation is sufficiently resolved and agree to a closeout period that is four weeks or less.
 - c. BHA will submit notice accepting the termination of the Continuity of Operations Plan to the Contractor as the final action for any qualifying emergency response.

G. Cultural Responsiveness in Service Delivery

1. The Behavioral Health Administration expects funding dollars to support equity in access, services provided, and behavioral health outcomes among individuals of all cultures, gender identities, sexual orientations, races, and ethnicities. Accordingly, Contractors should collect and use data to: (1) identify priority populations vulnerable to health disparities encompassing the contractor's entire geographic service area (e.g., racial, ethnic, limited English speaking, indigenous, sexual orientation, gender identity groups, etc.) and (2) implement strategies to decrease the disparities in access, service use, and outcomes—both within those subpopulations and in comparison to the general population.
2. One strategy for addressing health disparities is the use of the recently revised National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care (CLAS). The U.S. Department of Health and Human Services (HHS) Think Cultural Health website (<https://thinkculturalhealth.hhs.gov/>) also features information, continuing education opportunities, resources, and more for health and health care professionals to learn about culturally and linguistically appropriate services, or CLAS.
3. Contractors providing direct behavioral health prevention, treatment, or recovery services shall submit one of the following two documents to CDHS_BHAdeliverables@state.co.us by August 31 annually:
 - a. If a provider has completed an equity plan that identifies how they will address health equity, they can submit the plan or;
 - b. Submit a completed CLAS checklist that follows this HHS format: <https://thinkculturalhealth.hhs.gov/assets/pdfs/AnImplementationChecklistfortheNationalCLASStandards.pdf>

H. Prohibition on Marijuana. Funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

II. Use of Subcontracts.

- A. Services described in this Contract may be performed by Contractor or by a subcontractor, except where this Contract states explicitly that a service must not be subcontracted.
1. To the extent a subcontractor is used, the Contractor shall provide a copy of the subcontract to BHA at CDHS_BHAdeliverables@state.co.us.
 2. Contractor shall ensure that its subcontractors perform to the terms of this Contract as set forth in the Contract provisions.

- B. Any subcontract for services must include, at a minimum, the following:
1. A description of each partner's participation
 2. Responsibilities to the program (policy and/or operational)
 3. Resources the subcontractor will contribute, reimbursement rates, services to be included and processes in collecting and sharing data and the most recent CDHS version of the HIPAA Business Associates Addendum, if this Contract contains the HIPAA Business Associates Addendum/Qualified Service Organization Addendum as an exhibit.
 4. A copy of this Contract and all its terms and conditions.
- C. 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_BHAdeliverables@state.co.us within 30 days of subcontract execution.
- D. BHA reserves the right to require Contractor to renegotiate subcontracts where necessary to adhere to the terms of this Contract.
- E. Subcontractor/Partnership Termination. In the event where partnerships with a subcontractor such as a treatment provider is terminated, the Contractor shall transition to a new partnership no later than 30 days from termination to ensure continuity of care for all participants of the program.

III. Financial Requirements

- A. Funding Sources
1. The Contractor shall identify all funds delivered to subcontractors as state general fund, state cash funds, or federal grant dollars in **Exhibit B, "Budget."**
 2. If a Single Audit is performed in accordance with Section III.B. above, the Contractor shall report the amount of the federal grant identified in the budget under the CFDA number identified on the first page of this Contract.
 3. The Contractor shall communicate the CFDA number to all sub-contractors in their sub-contracts.
- B. Budget Reallocations
1. The Contractor may reallocate funds between the budget categories of this contract, up to 10% of the total contract amount, upon written approval by BHA, without a contract amendment. Any allowable reallocation is still subject to the limitations of the Not to Exceed and the Maximum Amount Available per Fiscal Year.
- C. Payment Terms
1. The Contractor shall invoice monthly for services, no later than the 20th of the month following when services are provided.
 2. The Contractor shall utilize the invoice template(s) provided by BHA.
 3. All payment requests shall be submitted electronically to CDHS_BHApayment@state.co.us
 4. Any requests for payment received after September 10th for the prior state fiscal year cannot be processed by BHA.

5. The State will make payment on invoices within 45 days of receipt of a correct and complete invoice to CDHS_BHApayment@state.co.us. Consequently, the Contractor must have adequate solvency to pay its expenses up to 45 days after invoice submission to the State.



EXHIBIT E - 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: March 3, 2021;
- v. The subaward period of performance start date is July 1, 2022, and end date is June 30, 2023;
- 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
FY 2023 ARPA – MAT GAE	\$ as earned from Pooled Encumbrance	\$ as earned from Pooled Encumbrance	\$ as earned from Pooled Encumbrance

- 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;
 - ix. The Catalog of Federal Domestic Assistance (CFDA) number is 21.027, name is American Rescue Plan Act, and dollar amount is \$5,000,000.00;
 - 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 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.
- 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 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 for the 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 with the 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- 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	As earned from General Accounting Encumbrance (GAE)
Total			As earned from General Accounting Encumbrance (GAE)

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 (2nd tier subrecipient), must hold the 2nd 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.
 - 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;

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- 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.

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)

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- 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

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- 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.

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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. 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. 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.

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- 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: Bruce Newman

Title: Sheriff

Signature:  _____

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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

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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.

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- 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

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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

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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

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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

V.4

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

AMBULANCE SERVICE LICENSE HUERFANO-COUNTY APPLICATION

PLEASE PRINT. APPLICATION MUST BE NOTARIZED IN 2 PLACES.

New Application _____ Renewal Application Date 4-20-23

Indicate the number of units you wish to license and inspect:
Med 2 Med 3 Med 4 Med 5 Med 6 _____

Please attach a check to the application(s).
Telephone numbers and fees for each county are listed on the Pre-Inspection Checklist.

Company name (Owner/parent Company) Huerfano County Hospital District
Check one: Sole Proprietor Partnership _____ Corporation _____ Other _____

Address 23500 US Hwy 1160 City Walsenburg State CO Zip Code 81089
Telephone number 719-738-5100 Fax number 719-738-5138 E-Mail cuadagnoli@sprhc.org

Doing Business As (AKA) Spanish Peaks Regional Health Center Ambulance
Address 326 Main St City Walsenburg State CO Zip code 81089

Telephone number 719-738-2370 Fax number 719-738-5782 E-Mail mwhitley@sprhc.org
Manager or individual responsible for operation of service: Name Matthew Whitley

Address 326 Main Street City Walsenburg State CO Zip Code 81089
Telephone number 719-738-4547 Fax number 719-738-5782 E-Mail mwhitley@sprhc.org

Dispatch Center
Address 500 S Albert Ave. City Walsenburg State CO Zip Code 81089

Telephone number 719-738-1100 Fax number _____ E-Mail _____
Insurance Company Copic/Hub International

Address 1414 W 4th Street City Pueblo State CO Zip Code 81004

Insurance Agent Amber Keller
Address 1414 W 4th Street City Pueblo State CO Zip Code 81004
Telephone number 719-884-0703 Fax number 810-290-9290 E-Mail amber.keller@hubinternational.com

Attachments required to complete the application:

- Name and address of each stockholder or partner owning 10% or more of the outstanding stock of the company, or having more than 10% ownership interest (if applicable).
- Certificate of Insurance showing: Bodily Injury (Each person \$1,000,000, Each accident \$2,000,000)
 - Property Damage (Each accident \$1,000,000)
 - Professional Liability (Each person \$1,000,000, Each accident \$2,000,000)
 - Workman's Compensation
- Drug list approved by the Medical Director/sponsor for use in the field (signed and dated by Medical Director)
- Geographic of the service area
- Motor Vehicle Condition form completed for each vehicle
- List of locations (central and sub-station), where ambulances will be located. Attach zoning authorization if appropriate
- List of current personnel providing service (list all levels of state certified EMT's and respective expiration dates)
- List of current ambulances (include the year, make, type, maximum capacity for each vehicle)
- Please attach a check to each application

I hereby certify that the information provided in this application is true to the best of my knowledge and belief and contains no willful misrepresentations or falsification.
Determination that an ambulance service license has been issued based on false information constitutes grounds for license revocation and possible criminal prosecution.

Applicant's Signature [Signature] Date Signed _____
Please print the applicant's name Mary L. Whitley Telephone # 719-738-4135
Address 23500 US Hwy 160 City Walsenburg State CO Zip Code 81089
Telephone number 719-738-4135 Fax number 719-738-5138 E-Mail kwhitley@sprhc.org

SUBSCRIBED AND AFFIRMED BEFORE ME THIS THE 9th DAY OF MARCH 2023, IN THE
COUNTY OF HUERFANO STATE OF COLORADO.
Signature of Notary [Signature] My Commission Expires JUNE 3, 2023

MARY JOLENE DAVIS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20084002141
MY COMMISSION EXPIRES JUNE 3, 2023

[SEAL]

TO BE COMPLETED BY THE MEDICAL DIRECTOR

Medical Director Jeremiah Foster Elias Medical License Number DE.0042410
Address 595 Parsley Drive City Colorado Springs State CO Zip Code 80906
Telephone number 719-244-1971 Fax number _____ E-Mail Jellias@gmail.com
Facility Affiliation Spanish Peaks Regional Health Center Ambulance
Address 326 Main Street City Walsenburg State CO Zip code 81089
Telephone number 719-738-2370 Fax number 719-738-5782 E-Mail jellias@sprhc.org

- The following are licensing requirements of a medical director:
- 1) Meet the requirements established by Colorado Board of Medical Examiners (CBME) as defined in CBME 3CCR713-6, Rule 500
 - 2) Provision of Medical Oversight for the ambulance service and personnel
 - 3) Provision of a medical continuous quality improvement program (must be available to County upon request)
 - 4) Ensure that the ambulance service complete a patient care report for each patient that is assessed
 - 5) Ensure that the ambulance service completes and submits an agency profile
 - 6) Investigate and provide written documentation of the investigation and resolution process of each complaint received from the County (Non-compliance with any of these requirements may result in suspension or revocation of ambulance service license).

I understand and accept the responsibilities of a Medical Director for Spanish Peaks Regional Health Center Ambulance service.
I understand that non-compliance with any of these requirements may result in suspension or revocation of ambulance license.

Medical Director's Signature [Signature] Date Signed 3/9/2023
Please print Medical Director's name JEREMIAH FOSTER ELLIAS Telephone # 719-244-1971

SUBSCRIBED AND AFFIRMED BEFORE ME THIS THE 9th DAY OF MARCH 2023, IN THE
COUNTY OF HUERFANO STATE OF COLORADO.
Signature of Notary [Signature] My Commission Expires JUNE 3, 2023

MARY JOLENE DAVIS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20084002141
MY COMMISSION EXPIRES JUNE 3, 2023

[SEAL]

Last Name	Preferred / First Name
<u>Alexander</u>	Kyle
<u>Beardslee</u>	Janelle
<u>Chongway</u>	Danae
<u>Cordova</u>	Emily
<u>Felmllee</u>	James
<u>Gonzales</u>	Michael
<u>Hollis</u>	Robert
<u>Kwiatkowski</u>	Eve
<u>Lantis</u>	Molly
<u>Martinez</u>	Gabriel
<u>Murphy</u>	Colten
<u>Ray</u>	Eddie
<u>Ray</u>	Melissa
<u>Saint Peter</u>	Darcy

DIVISION	DEPARTMENT	JOB	Item 7g.
Hospital SPH	Ambulance	Paramedic	...
Hospital SPH	Ambulance	EMT-I	...
Hospital SPH	Ambulance	EMT-RN	...
Hospital SPH	Ambulance	EMT-B	...
Hospital SPH	Ambulance	EMT-B	...
Hospital SPH	Ambulance	EMT-B	...
Hospital SPH	Ambulance	Paramedic	...
Hospital SPH	Ambulance	Paramedic	...
Hospital SPH	Ambulance	Paramedic	...
Hospital SPH	Ambulance	Paramedic	...
Hospital SPH	Ambulance	Paramedic	...
Hospital SPH	Ambulance	EMT-B	...
Hospital SPH	Ambulance	EMT-I	...

Export Employees

Last Name Preferred / First Name

Shrout Kristin

Trujillo Sam

Weber Christian

Whitley Matthew

1 2

15 - 18 of 18 items

DIVISION DEPARTMENT JOBS

Item 7g.

Hospital SPH Ambulance EMT-B ...

Hospital SPH Ambulance Paramedic ...

Hospital SPH Ambulance Paramedic ...

Hospital SPH Ambulance EMS Director ...

1 2

15 - 18 of 18 items

Ambulance Service License Renewal Application

Med 2

DATE: March 3, 2022

NAME OF VEHICLE OWNER: Huerfano County Hospital District

ADDRESS: 23500 US Highway 160

CITY: Walsenburg STATE: CO ZIP: 81089 TELEPHONE NUMBER: 719-738-5100

NAME OF AMBULANCE SERVICE: Huerfano County Hospital District (DBA)

Spanish Peaks Regional Health Center Ambulance

ADDRESS: 326 Main Street

CITY: Walsenburg STATE: CO ZIP: 81089 TELEPHONE NUMBER: 719-738-2370

NAME OF AMBULANCE DIRECTOR/DIRECTOR EMERGENCY SERVICES: Nick Brown/Kelea Nardini

HOW MANY AMBULANCES DO YOU OPERATE? FIVE (5)

WHAT AREA OF YOUR COUNTY WILL BE SERVED BY THIS COMPANY? Huerfano County

PHYSICIAN ADVISOR: Dr. Jeremiah Ellias

ADDRESS: 23500 US-hwy 160

CITY: Walsenburg STATE: CO ZIP: 81089 TELEPHONE NUMBER: 719-738-5100

INSURANCE COVERAGE ON THESE VEHICLES:

A.) COMPANY: American Alternative Insurance Corporation

B.) AGENT: HUB International Insurance Service

Ambulance Service License Renewal Application

Item 7g.

Med 2

I HEREBY CERTIFY THAT I AM AUTHORIZED TO SUBMIT THE FORGOING APPLICATION AND THE INFORMATION PROVIDED IN THIS APPLICATION IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF AND CONTAINS NO WILLFUL MISREPRESENTATION OR FALSIFICATION. SUBSEQUENT DETERMINATION THAT A LICENSE HAS BEEN ISSUED BASED ON FALSE INFORMATION CONSTITUTES GROUNDS FOR LICENSE REVOCATION.

Signature of Applicant: [Handwritten Signature] Title: CEO Date: 4/6/2023

SUBSCRIBED AND AFFIRMED BEFORE ME THIS 6th DAY OF April, 2023. IN THE COUNTY OF: Huerfano STATE OF COLORADO.

SIGNATURE OF NOTARY: [Handwritten Signature]
MY COMMISSION EXPIRES 06/03/2023

MARY JOLENE DAVIS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20084002141
MY COMMISSION EXPIRES JUNE 3, 2023

(FOR OFFICE USE ONLY)

Date Received: _____ Documentation Verified: _____

Inspection Satisfactory (Y/ N): _____

Approval Recommended (Y/ N): _____

Date Referred to B.O.C.C _____ - _____

CHAIRMAN, B.O.C.C
Licensing Agent

Comments: _____

Ambulance Service License Renewal Application

Item 7g.

Med 2

Date: April 20, 2023

Vehicle #: **Med 2**

Year: **2009** Make/Model: **Dodge Sprinter** Type: **II** 4 Wheel Drive (Y/N): **No**

Manufacturers Identification Number (V.I.N.): **WDOPE745095386201**

Colorado State License Number (Registration No.): **PTQ - 891**

Registered with the State of Colorado as an emergency vehicle (Y/N): **Yes**

Date Ambulance placed in service: **01/20/2011**

Normal Location of Ambulance: **Ambulance Garage – 326 Main Street – Walsenburg, CO 81089**

**Huerfano County
Ambulance Inspection Checklist**

Certificate of Motor Vehicle Condition

Date of Certification: 3-2 Agency's Fleet Number: MEA 2
 VIN: WDOPE745095386201 Vehicle Owner: SPRHC
 Make: DODGE Model: _____ Year: 2009
 License Plate Number: PTQ891 Expiration Date: 3-31-2024

Evaluation Check List

<u>Item</u>	<u>Acceptable</u>	<u>Not Acceptable</u>	<u>Comments</u>
Engine	/		
Transmission	/		
Wheels & tires	/		
Steering	/		
Alignment	/		
Suspension	/		
Brakes	/		
Hand brake	/		
Lights	/		
Electrical system	/		
Vehicle and patient compartment heater and cooling system	/		
Glass	/		
Exhaust system	/		
Fuel system	/		
Body & sheet metal	/		

The undersigned, professing to be a motor vehicle mechanic, has of this date, evaluated the mechanical condition of the identified ambulance and determined that this vehicle is in safe operating condition. Said evaluation does NOT warrantee future status of the Ambulance due to conditions beyond mechanic's control.

Johnny Malvarin
 Mechanic's Signature

Foreman
 Title

4/3/23
 Date

JM TIRE
 Company Name

928 MAIN ST
 Address

719-738-2150
 Telephone

COLORADO INSURANCE IDENTIFICATION CARD

Item 7g.

COMPANY NUMBER
19445
POLICY NUMBER
GPNUPF0027575
YEAR MAKE/MODEL
2009 DODGE VAN

COMPANY COMMERCIAL PERSONAL
National Union Fire Ins. Co. of Pittsburgh, Pa.
EFFECTIVE DATE 12-31-2022 EXPIRATION DATE 12-31-2023
VEHICLE IDENTIFICATION NUMBER
WD0PE745095386201

AGENCY/COMPANY ISSUING CARD
GLATFELTER UNDERWRITING SERVICES, INC.
183 LEADER HEIGHTS ROAD, YORK, PA 17402-4714
(800)233-1957

INSURED
HUERFANO COUNTY HOSPITAL DISTRICT
23500 US HIGHWAY 160
WALSENBURG, CO 81089-0000

BI and PD Coverage Provided
SEE IMPORTANT NOTICE ON REVERSE SIDE

**THIS CARD MUST BE KEPT IN THE INSURED
VEHICLE AND PRESENTED UPON DEMAND**

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.



Las Animas-Huerfano Counties District Health Department

Trinidad Office
412 Benedicta Ave.
Trinidad, CO 81082
Phone: 719-846-2213
Fax: 719-846-4472

Walsenburg Office
119 E. 5th Street
Walsenburg, CO 81089
Phone: 719-738-2650
Fax: 719-738-2653

AMBULANCE INSPECTION REPORT

Date of Inspection: 4/5/23 Time of Inspection: _____

Ambulance Service: SPRHC Ambulance Unit: Med-2

Location: 326 Main WB, CO 81089

Mailing Address: 23500 Hwy 160 WB, CO 81089

Chassis Make: Dodge Chassis Year: 2009

Vin: WDOPE745095386201

License Plate: PTQ-891 Phone Number: _____

Registration Proof of Insurance

Vehicle Emergency Systems/Crew and Occupant Safety

- | | |
|---|--|
| <input checked="" type="checkbox"/> Appropriate Markings/Appearance | <input checked="" type="checkbox"/> Horn |
| <input checked="" type="checkbox"/> Emergency Warning Lights | <input checked="" type="checkbox"/> Heater/Air Conditioning |
| <input checked="" type="checkbox"/> Siren/PA | <input type="checkbox"/> Adjustable Gurney |
| <input checked="" type="checkbox"/> Backing Warning | <input type="checkbox"/> Child Seat |
| <input checked="" type="checkbox"/> Headlights: Bright/Dim | <input type="checkbox"/> Horn |
| <input checked="" type="checkbox"/> Tail and Brake Lights | <input type="checkbox"/> Safety Belts: <input type="checkbox"/> Cab <input type="checkbox"/> Bench <input type="checkbox"/> Gurney |
| <input checked="" type="checkbox"/> Windshield Wipers | <input checked="" type="checkbox"/> Non Smoking posted in the front and compartment |
| <input checked="" type="checkbox"/> Turn Signal | |
| <input checked="" type="checkbox"/> Tires | |
| <input checked="" type="checkbox"/> Evidence of vehicle maintenance/mechanical inspection | |

Communications Equipment

- | | |
|---|--|
| <input checked="" type="checkbox"/> To Dispatch | <input checked="" type="checkbox"/> Portable Radio (800MHz) (Optional) |
| <input checked="" type="checkbox"/> To Medical Control/Receiving Facility | <input checked="" type="checkbox"/> Cell Phones (Optional) |

Safety and Personal Protective Equipment

- | | |
|---|--|
| <input checked="" type="checkbox"/> Protective Eye Wear (2) | <input checked="" type="checkbox"/> Spare Batteries and Spare Bulbs |
| <input checked="" type="checkbox"/> Gloves - Non Sterile Disposable (Multi Sizes) | <input checked="" type="checkbox"/> Fire Extinguishers (Minimum (2) 5 lb. ABC charged with seals intact and current insp. Tag) |
| <input checked="" type="checkbox"/> Gloves - Non Latex Disposable (Multi Sizes) | <input type="checkbox"/> Cab <input type="checkbox"/> Patient Compartment |
| <input checked="" type="checkbox"/> Masks - Non Sterile Surgical (2) | <input checked="" type="checkbox"/> ANSI/ISEA 107-2004 Class 2 Safety Vests (2) |
| <input checked="" type="checkbox"/> Masks - HEPA Universal (2) | <input checked="" type="checkbox"/> Triangular Warning Reflectors |
| <input checked="" type="checkbox"/> Sharps Containers (2) | <input checked="" type="checkbox"/> Flashlights (2) Rechargeable or battery operated |
| <input type="checkbox"/> Patient Compartment <input type="checkbox"/> Portable Bags | |

Airway, Oxygen, and Ventilation Equipment

Basic Life Support

- Bag Valve Masks w/Oxygen Reservoir
 - Infant (500cc) Child (750c)
 - Adult (1000 cc)
- Nasopharyngeal Airways – Adult & Pediatric (sizes 24-32)
- Oropharyngeal Airways – Adult & Pediatric (sizes 50-110)
- House Oxygen w/adjustable regulator
- Portable Oxygen w/adjustable regulator (2)
- House Suction Unit

- Portable Suction Unit
- Rigid Pharyngeal Curved Suction Tip
- Wide Bore Tubing
- Soft Catheter Tips (6-14 Fr)
- Water-Based Lubricant Jelly Packets
- Non-Rebreathers (Masks)
 - Adult Child Infant
- Nasal Cannulas: Adult Pediatric

Advanced Life Support

- Chest Decompression Kit (or equivalent)
- End – Tidal CO₂ Detector (Easy Cap/Capno monitoring)
- Nebulizer Apparatus (4)
- Tube Securing Device (Tube holder or tube ties)
- Endotracheal Tubes
 - Cuffed (Sizes 5-9 mm)
 - Uncuffed (Sizes 2-5.5mm)

- Stylettes
 - Infant (Size 6) Pediatric (Size 10)
 - Adult (Sizes 12 – 14)
- Laryngoscope Handle and Blades
 - Straight (0 – 4)
 - Curved (0 – 4)
- Magill Forceps
 - Adult Pediatric
- Alternative Airway *I-Gel*
 - Combi - Tube
 - King Tube

Intravenous I.V. Solutions & Vascular Access Supplies

Basic Life Support

- Arm Boards Adult Pediatric
- IV Administration Sets
 - Macro drip – 10/15 gtt (4)
 - Micro drip – 60 gtt (2)
- IV Angiocaths (sizes 14g – 24g)

- Venous Tourniquets (Latex Free &/or Latex)
- Normal Saline (1000 ml bags) (6)
- Blood Y Sets (Optional)
- Transparent Dressings (Tegaderm)

Advanced Life Support

- Intraosseous Needles (15 and 18 g)
- Syringes (1 mL to 10 mL)

- Braslow Tape

Diagnostic Equipment and Supplies

Basic Life Support

- Stethoscope
- Glucometer
- Blood Pressure Cuffs: Adult Child Infant
- Pulse Oximeter: Adult Pediatric Probes
- A.E.D. (BLS units only)
 - Adult Patches for A.E.D.
 - Pedi Patches for A.E.D.
- Thermometer (Optional)
- Penlight

Advanced Life Support

- Cardiac Monitor/Defibrillator (Down to 5 joules)
- Defibrillation Electrode Patches or Paddles with Conducting Gel: Adult Pediatric
- Electrocardiograph Electrodes: Adult Pediatric

Obstetrical Supplies

- O.B. Kit (Towels, 4x4 dressing, umbilical tape or cord clamp, scissors, bulb syringe, sterile gloves, and blanket)
- (O.B. Kit must be marked with date received – replace every 5 years)
- Silver swaddler and stocking cap
- M. De Lee Suction Unit (Size 8) or Meconium Aspirator with (2) #2 ET Tubes

Medical Equipment and Supplies

Basic Life Support

- | | |
|--|--|
| <input checked="" type="checkbox"/> Adhesive Tape (Multiple rolls and widths) | <input checked="" type="checkbox"/> Irrigation Solutions (Sterile) |
| <input checked="" type="checkbox"/> Bandages – Roller Gauze | <input checked="" type="checkbox"/> K.E.D. |
| <input checked="" type="checkbox"/> Bandages – Triangular | <input checked="" type="checkbox"/> Prep Pads: |
| <input checked="" type="checkbox"/> Hot and Cold Packs | <input checked="" type="checkbox"/> <input type="checkbox"/> Alcohol <input type="checkbox"/> Non Alcohol (Betadine) |
| <input checked="" type="checkbox"/> Blankets | <input checked="" type="checkbox"/> Scoop, Vacuum Mattress or equivalent |
| <input checked="" type="checkbox"/> Burn Sheets (2) (Must be dated when received – replace every 5 years) | <input checked="" type="checkbox"/> Shears/Scissors |
| <input checked="" type="checkbox"/> Cervical Collars | <input checked="" type="checkbox"/> Spine Boards with straps: |
| <input checked="" type="checkbox"/> <input type="checkbox"/> Adult <input type="checkbox"/> Pediatric <input checked="" type="checkbox"/> Infant | <input checked="" type="checkbox"/> <input type="checkbox"/> Adult <input type="checkbox"/> Pediatric |
| <input checked="" type="checkbox"/> Dressing (4x4) (2 boxes) | <input checked="" type="checkbox"/> Splints – Upper & lower extremity or S.A.M. |
| <input checked="" type="checkbox"/> Dressings – Occlusive (Vaseline Gauze) | <input checked="" type="checkbox"/> Splints – Traction |
| <input checked="" type="checkbox"/> Abdominal Dressings (10x30, 12x28 or similar sizes) | <input checked="" type="checkbox"/> Triage Tags |
| <input checked="" type="checkbox"/> Head Immobilization Devices (Blocks) | <input checked="" type="checkbox"/> Surgical Tape (Transpore) |
| <input checked="" type="checkbox"/> <input type="checkbox"/> Adult <input type="checkbox"/> Pediatric | |

Pharmacological Agents

Basic Life Support

- Asprin – 81 mg (1 Bottle)
- Oral Glucose

- Epi – Pen Auto Injector
 - Adult Pediatric
- 1 ml Epi

Advanced Life Support

- Adenosine – (I / P)
- Albuterol – (I / P)
- Atropine – (I / P)
- Dextrose – 25% (B / I / P)
- Dextrose – 50% (B / I / P)
- Diphenhydramine (Benadryl) – (I / P)
- Epinephrine – 1:1000 (I / P)
- Epinephrine – 1:10,000 (I / P)
- Glucagon – (I / P) (Optional)
- Lidocaine – 2% (I / P)
- Lidocaine Drip – 5% (I / P)

- Methylprednisolone or solu-medrol – (I / P)
- Naloxone (Narcan) – (I / P)
- Nitroglycerine – (B / I / P)
- Neosynephrine (Phenylephrine Nasal Spray)
- Sodium Bicarbonate – (I / P)
- Diazepam – (I / P) As required by PMD
- Morphine / other Narcotics – (I / P) As required by PMD
- Pharmacological Agent Security Protocols are being met

Paramedic Level Only

- Magnesium Sulfate

- Dopamine NA

EMT Certifications

EMT Basic

- Total # of Basic EMT Personnel _____
- Basic Certification – updated and current
- CPR Certification

EMT Basic + (IV)

- Total # of Basic + Personnel _____
- EMT Basic Certification – updated and current
- CPR Certification
- IV Certification

EMT Intermediate (Advanced)

- Total # of Intermediate Certified Personnel _____
- EMT Intermediate Certification – updated And current
- ACLS Certification
- PALS Certification

Paramedic

- Total # of Paramedic Certified Personnel _____
- Paramedic Certification
- CPR Certification
- ACLS Certification
- PALS Certification



Ambulance Inspection Form

- Acceptable As Is Acceptable w/Below Changes Not Acceptable – See Comment Below
 Basic Life Support Advanced Life Support

Comments:

Robin Sykes
Ambulance Inspector Signature

Matthew A. Quinn
Agency Representative Signature

Robin Sykes
Ambulance Inspector Printed Name

MATTHEW WHITLEY
Agency Representative Printed Name

4/5/23
Date

4-5-23
Date

Ambulance Service License Renewal Application

Item 7g.

Med 3

DATE: April 20, 2023

NAME OF VEHICLE OWNER: Huerfano County Government

ADDRESS: 401 Main Street

CITY: Walsenburg STATE: CO ZIP: 81089 TELEPHONE NUMBER: 719-738-3000, XT 200

NAME OF AMBULANCE SERVICE: Huerfano County Hospital District (DBA)

Spanish Peaks Regional Health Center Ambulance

ADDRESS: 326 Main Street

CITY: Walsenburg STATE: CO ZIP: 81089 TELEPHONE NUMBER: 719-738-2370

NAME OF AMBULANCE DIRECTOR/DIRECTOR OF EMERGENCY SERVICES: Matthew Whitley/Kelea Nardini

HOW MANY AMBULANCES DO YOU OPERATE? Five (5)

WHAT AREA OF YOUR COUNTY WILL BE SERVED BY THIS COMPANY? Huerfano County

PHYSICIAN ADVISOR: Dr. Jeremiah Ellias

ADDRESS: 23500 U S Highway 160

CITY: Walsenburg STATE: CO ZIP: 81089 TELEPHONE NUMBER: (719) 738-5100

INSURANCE COVERAGE ON THESE VEHICLES:

A.) COMPANY: American Alternative Insurance Corporation

B.) AGENT: HUB International Insurance Services

Ambulance Service License Renewal Application

Item 7g.

Med 3

I HEREBY CERTIFY THAT I AM AUTHORIZED TO SUBMIT THE FORGOING APPLICATION AND THE INFORMATION PROVIDED IN THIS APPLICATION IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF AND CONTAINS NO WILLFUL MISREPRESENTATION OR FALSIFICATION. SUBSEQUENT DETERMINATION THAT A LICENSE HAS BEEN ISSUED BASED ON FALSE INFORMATION CONSTITUTES GROUNDS FOR LICENSE REVOCATION.

Signature of Applicant: [Handwritten Signature] Title: CEO Date: 4/6/2023

SUBSCRIBED AND AFFIRMED BEFORE ME THIS 6th DAY OF April, 2023 IN THE COUNTY OF: HUERFANO STATE OF COLORADO.

SIGNATURE OF NOTARY: Mary Jolene Davis
MY COMMISSION EXPIRES 06/03/2023

MARY JOLENE DAVIS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20084002141
MY COMMISSION EXPIRES JUNE 3, 2023

(FOR OFFICE USE ONLY)

Date Received: _____ Documentation Verified: _____

Inspection Satisfactory (Y/N): _____

Approval Recommended (Y/N): _____

Date Referred to B.O.C.C _____

CHAIRMAN, B.O.C.C
Licensing Agent

Comments: _____

Ambulance Service License Renewal Application

Item 7g.

Med 3

Date: April 20, 2023

Vehicle #: **Med 3**

Year: **2017** Make/Model: **Ford F-350** Type: **I – 4x4 XLT** 4 Wheel Drive: Y/N: **Yes**

Manufacturers Identification Number (V.I.N.): **1FDRF3HT5HEF40251**

Colorado State License Number (Registration No.): **BSH - 459**

Registered with the State of Colorado as an emergency vehicle (Y/N): **Yes**

Date Ambulance placed in service: **05/01/2018**

Normal Location of Ambulance: **Ambulance Garage – 326 Main Street – Walsenburg, CO 81089**

**Huerfano County
Ambulance Inspection Checklist**

Certificate of Motor Vehicle Condition

Date of Certification: _____ Agency's Fleet Number: MEA 3
 VIN: 1FDRE3HTSHEF40251 Vehicle Owner: SPARC
 Make: FORD Model: AMB Year: 2017
 License Plate Number: BSH459 Expiration Date: PERMANENT

Evaluation Check List

<u>Item</u>	<u>Acceptable</u>	<u>Not Acceptable</u>	<u>Comments</u>
Engine	✓		
Transmission	/		
Wheels & tires	/		
Steering	/		
Alignment	/		
Suspension	/		
Brakes	/		
Hand brake	/		
Lights	/		
Electrical system	/		
Vehicle and patient compartment heater and cooling system	/		
Glass	/		
Exhaust system	/		
Fuel system	/		
Body & sheet metal	/		

The undersigned, professing to be a motor vehicle mechanic, has of this date, evaluated the mechanical condition of the identified ambulance and determined that this vehicle is in safe operating condition. Said evaluation does NOT warrantee future status of the Ambulance due to conditions beyond mechanic's control.

Johnny Kalarin
 Mechanic's Signature

Foreman
 Title

4/3/23
 Date

JM TIRI
 Company Name

928 MAIN ST
 Address

719-738-2150
 Telephone

COLORADO INSURANCE IDENTIFICATION CARD

COMPANY NUMBER 19445	COMPANY National Union Fire Ins. Co. of Pittsburgh, Pa.	<input checked="" type="checkbox"/> COMMERCIAL	<input type="checkbox"/> PERSONAL
POLICY NUMBER GPNUPF0027575	EFFECTIVE DATE 12-31-2022	EXPIRATION DATE 12-31-2023	
YEAR MAKE/MODEL 2017 FORD F350 AMBULANCE		VEHICLE IDENTIFICATION NUMBER 1FDRF3HT5HEF40251	

AGENCY/COMPANY ISSUING CARD
 GLATFELTER UNDERWRITING SERVICES, INC.
 183 LEADER HEIGHTS ROAD, YGRK, PA 17402-4714
 (800)233-1957

INSURED
 HUERFANO COUNTY HOSPITAL DISTRICT
 23500 US HIGHWAY 160
 WALSENBURG, CO 81089-0000

BI and PD Coverage Provided
 SEE IMPORTANT NOTICE ON REVERSE SIDE

**THIS CARD MUST BE KEPT IN THE INSURED
 VEHICLE AND PRESENTED UPON DEMAND**

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.



Las Animas-Huerfano Counties District Health Department

Trinidad Office
412 Benedicta Ave.
Trinidad, CO 81082
Phone: 719-846-2213
Fax: 719-846-4472

Walsenburg Office
119 E. 5th Street
Walsenburg, CO 81089
Phone: 719-738-2650
Fax: 719-738-2653

AMBULANCE INSPECTION REPORT

Date of Inspection: 4/5/23 Time of Inspection: _____

Ambulance Service: SPRHC Ambulance Unit: Med 3

Location: 326 Main St WB

Mailing Address: 23500 Hwy WB, 81089

Chassis Make: Ford F350 Chassis Year: 2017

Vin: 1FDRF3HT5HEF40251

License Plate: BSH 459 Phone Number: _____

() Registration () Proof of Insurance

Vehicle Emergency Systems/Crew and Occupant Safety

- | | |
|---|---|
| <input checked="" type="checkbox"/> Appropriate Markings/Appearance | <input checked="" type="checkbox"/> Horn |
| <input checked="" type="checkbox"/> Emergency Warning Lights | <input checked="" type="checkbox"/> Heater/Air Conditioning |
| <input checked="" type="checkbox"/> Siren/PA | <input checked="" type="checkbox"/> Adjustable Gurney |
| <input checked="" type="checkbox"/> Backing Warning | <input checked="" type="checkbox"/> Child Seat |
| <input checked="" type="checkbox"/> Headlights: Bright/Dim | <input checked="" type="checkbox"/> Horn |
| <input checked="" type="checkbox"/> Tail and Brake Lights | <input checked="" type="checkbox"/> Safety Belts: <input checked="" type="checkbox"/> Cab <input type="checkbox"/> Bench <input checked="" type="checkbox"/> Gurney |
| <input checked="" type="checkbox"/> Windshield Wipers | <input checked="" type="checkbox"/> Non Smoking posted in the front and compartment |
| <input checked="" type="checkbox"/> Turn Signal | |
| <input checked="" type="checkbox"/> Tires | |
| <input checked="" type="checkbox"/> Evidence of vehicle maintenance/mechanical inspection | |

Communications Equipment

- | | |
|---|--|
| <input checked="" type="checkbox"/> To Dispatch | <input checked="" type="checkbox"/> Portable Radio (800MHz) (Optional) |
| <input checked="" type="checkbox"/> To Medical Control/Receiving Facility | <input checked="" type="checkbox"/> Cell Phones (Optional) |

Safety and Personal Protective Equipment

- | | |
|---|--|
| <input checked="" type="checkbox"/> Protective Eye Wear (2) | <input checked="" type="checkbox"/> Spare Batteries and Spare Bulbs |
| <input checked="" type="checkbox"/> Gloves - Non Sterile Disposable (Multi Sizes) | <input checked="" type="checkbox"/> Fire Extinguishers (Minimum (2) 5 lb. ABC charged with seals intact and current insp. Tag) |
| <input checked="" type="checkbox"/> Gloves - Non Latex Disposable (Multi Sizes) | <input type="checkbox"/> Cab <input type="checkbox"/> Patient Compartment |
| <input checked="" type="checkbox"/> Masks - Non Sterile Surgical (2) | <input checked="" type="checkbox"/> ANSI/ISEA 107-2004 Class 2 Safety Vests (2) |
| <input checked="" type="checkbox"/> Masks - HEPA Universal (2) | <input checked="" type="checkbox"/> Triangular Warning Reflectors |
| <input checked="" type="checkbox"/> Sharps Containers (2) | <input checked="" type="checkbox"/> Flashlights (2) Rechargeable or battery operated |
| <input checked="" type="checkbox"/> Patient Compartment <input checked="" type="checkbox"/> Portable Bags | |

Airway, Oxygen, and Ventilation Equipment

Basic Life Support

- Bag-Valve Masks w/Oxygen Reservoir
 - Infant (500cc) Child (750c)
 - Adult (1000 cc)
- Nasopharyngeal Airways – Adult & Pediatric (sizes 24-32) _____
- Oropharyngeal Airways – Adult & Pediatric (sizes 50-110) _____
- House Oxygen w/adjustable regulator
- Portable Oxygen w/adjustable regulator (2)
- House Suction Unit

- Portable Suction Unit
- Rigid Pharyngeal Curved Suction Tip
- Wide Bore Tubing
- Soft Catheter Tips (6-14 Fr)

- Water-Based Lubricant Jelly Packets
- Non-Rebreathers (Masks)
 - Adult Child Infant
- Nasal Cannulas: Adult Pediatric

Advanced Life Support

- Chest Decompression Kit (or equivalent)
- End – Tidal CO₂ Detector (Easy Cap/Capno monitoring)
- Nebulizer Apparatus (4)
- Tube Securing Device (Tube holder or tube ties)
- Endotracheal Tubes
 - Cuffed (Sizes 5-9 mm)
 - Uncuffed (Sizes 2-5.5mm)

- Stylettes
 - Infant (Size 6) Pediatric (Size 10)
 - Adult (Sizes 12 – 14)
- Laryngoscope Handle and Blades
 - Straight (0 – 4) _____
 - Curved (0 – 4) _____
- Magill Forceps
 - Adult Pediatric
- Alternative Airway
 - Combi - Tube
 - King Tube

Intravenous I.V. Solutions & Vascular Access Supplies

Basic Life Support

- Arm Boards Adult Pediatric
- IV Administration Sets
 - Macrodrop – 10/15 gtt (4)
 - Microdrop – 60 gtt (2)
- IV Angiocaths (sizes 14g – 24g)

- Venous Tourniquets (Latex Free &/or Latex)
- Normal Saline (1000 ml bags) (6)
- Blood Y Sets (Optional)
- Transparent Dressings (Tegaderm)

Advanced Life Support

- Intraosseous Needles (15 and 18 g)
- Syringes (1 mL to 10 mL)

- Braslow Tape

Diagnostic Equipment and Supplies

Basic Life Support

- Stethoscope
- Glucometer
- Blood Pressure Cuffs: Adult Child Infant
- Pulse Oximeter: Adult Pediatric Probes
- A.E.D. (BLS units only)
 - Adult Patches for A.E.D.
 - Pedi Patches for A.E.D.
- Thermometer (Optional)
- Penlight

Advanced Life Support

- Cardiac Monitor/Defibrillator (Down to 5 joules)
- Defibrillation Electrode Patches or Paddles with Conducting Gel: Adult Pediatric
- Electrocardiograph Electrodes: Adult Pediatric

Obstetrical Supplies

- O.B. Kit (Towels, 4x4 dressing, umbilical tape or cord clamp, scissors, bulb syringe, sterile gloves, and blanket)
 - (O.B. Kit must be marked with date received – replace every 5 years)
 - Silver swaddler and stocking cap
- M. De Lee Suction Unit (Size 8) or Meconium Aspirator with (2) #2 ET Tubes

Medical Equipment and Supplies

Basic Life Support

- Adhesive Tape (Multiple rolls and widths)
- Bandages – Roller Gauze
- Bandages – Triangular
- Hot and Cold Packs
- Blankets
- Burn Sheets (2) (Must be dated when received – replace every 5 years)
- Cervical Collars
 - Adult Pediatric Infant
- Dressing (4x4) (2 boxes)
- Dressings – Occlusive (Vaseline Gauze)
- Abdominal Dressings (10x30, 12x28 or similar sizes)
- Head Immobilization Devices (Blocks)
 - Adult Pediatric
- Irrigation Solutions (Sterile)
- K.E.D.
- Prep Pads:
 - Alcohol Non Alcohol (Betadine)
- Scoop, Vacuum Mattress or equivalent
- Shears/Scissors
- Spine Boards with straps:
 - Adult Pediatric
- Splints – Upper & lower extremity or S.A.M.
- Splints – Traction
- Triage Tags
- Surgical Tape (Transpore)

Pharmacological Agents

Basic Life Support

- Aspirin – 81 mg (1 Bottle)
- Oral Glucose

- Epi – Pen Auto Injector
 - Adult Pediatric
- Epi - 1 ML*

Advanced Life Support

- Adenosine – (I / P)
- Albuterol – (I / P)
- Atropine – (I / P)
- Dextrose – 25% (B / I / P)
- Dextrose – 50% (B / I / P)
- Diphenhydramine (Benadryl) – (I / P)
- Epinephrine – 1:1000 (I / P)
- Epinephrine – 1:10,000 (I / P)
- Glucagon – (I / P) (Optional)
- Lidocaine – 2% (I / P)
- Lidocaine Drip – 5% (I / P)

- Methylprednisolone or solu-medrol – (I / P)
- Naloxone (Narcan) – (I / P)
- Nitroglycerine – (B / I / P)
- Neosynephrine (Phenylephrine Nasal Spray)
- Sodium Bicarbonate – (I / P)
- Diazepam – (I / P) As required by PMD
- Morphine / other Narcotics – (I / P) As required by PMD
- Pharmacological Agent Security Protocols are being met

Paramedic Level Only

- Magnesium Sulfate

- Dopamine *NA*

EMT Certifications

EMT Basic

- Total # of Basic EMT Personnel _____
- Basic Certification – updated and current
- CPR Certification

EMT Basic + (IV)

- Total # of Basic + Personnel _____
- EMT Basic Certification – updated and current
- CPR Certification
- IV Certification

EMT Intermediate (Advanced)

- Total # of Intermediate Certified Personnel _____
- EMT Intermediate Certification – updated And current
- ACLS Certification
- PALS Certification

Paramedic

- Total # of Paramedic Certified Personnel _____
- Paramedic Certification
- CPR Certification
- ACLS Certification
- PALS Certification

Ambulance Service License Renewal Application

Item 7g.

Med 4

DATE: April 20, 2023

NAME OF VEHICLE OWNER: Huerfano County Hospital District

ADDRESS: 23500 US Highway 160

CITY: Walsenburg STATE: CO ZIP: 81089 TELEPHONE NUMBER: 719-738-5100

NAME OF AMBULANCE SERVICE: Huerfano County Hospital District (DBA)
Spanish Peaks Regional Health Center Ambulance

ADDRESS: 326 Main Street

CITY: Walsenburg STATE: CO ZIP: 81089 TELEPHONE NUMBER: 719-738-2370

NAME OF AMBULANCE DIRECTOR/DIRECTOR EMERGENCY SERVICES: Matthew Whitley/Kelea Nardini

HOW MANY AMBULANCES DO YOU OPERATE? Five (5)

WHAT AREA OF YOUR COUNTY WILL BE SERVED BY THIS COMPANY? Huerfano County

PHYSICIAN ADVISOR: Dr. Jeremiah Ellias

ADDRESS: 23500 U S Highway 160

CITY: Walsenburg STATE: CO ZIP: 81089 TELEPHONE NUMBER: (719)738-5100

INSURANCE COVERAGE ON THESE VEHICLES:

A.) COMPANY: American Alternative Insurance Corporation

B.) AGENT: HUB International Insurance Services

Ambulance Service License Renewal Application

Item 7g.

Med 4

I HEREBY CERTIFY THAT I AM AUTHORIZED TO SUBMIT THE FORGOING APPLICATION AND THE INFORMATION PROVIDED IN THIS APPLICATION IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF AND CONTAINS NO WILLFUL MISREPRESENTATION OR FALSIFICATION. SUBSEQUENT DETERMINATION THAT A LICENSE HAS BEEN ISSUED BASED ON FALSE INFORMATION CONSTITUTES GROUNDS FOR LICENSE REVOCATION.

Signature of Applicant: [Handwritten Signature] Title: CEO Date: 4/6/2023

SUBSCRIBED AND AFFIRMED BEFORE ME THIS 6th DAY OF April, 2023 IN THE COUNTY OF: Huerfano STATE OF COLORADO.

SIGNATURE OF NOTARY: [Handwritten Signature]
MY COMMISSION EXPIRES 06/03/2023

(FOR OFFICE USE ONLY)

Date Received: _____ Documentation Verified: _____

Inspection Satisfactory (Y/ N): _____

Approval Recommended (Y/ N): _____

Date Referred to B.O.C.C _____ - _____

CHAIRMAN, B.O.C.C
Licensing Agent

Comments: _____

Ambulance Service License Renewal Application

Item 7g.

Med 4

Date: April 20, 2023

Vehicle #: **Med 4**

Year: **2012** Make/Model: **Ford F-450** Type: **1** 4 Wheel Drive (Y/N): **Yes**

Manufacturers Identification Number (V.I.N.): **1FDUF4HT3CEB50578**

Colorado State License Number (Registration No.): **042 - RMX**

Registered with the State of Colorado as an emergency vehicle (Y/N): **Yes**

Date Ambulance placed in service: **07/18/2012**

Normal Location of Ambulance: **Ambulance Garage – 326 Main Street – Walsenburg, CO 81089**

**Huerfano County
Ambulance Inspection Checklist**

Certificate of Motor Vehicle Condition

Date of Certification: 3-29-17 Agency's Fleet Number: MEA 4
 VIN: 1FDDE4HT3CEB50578 Vehicle Owner: SPANISH PEAKS REGIONAL HEALTH CENTER
 Make: FORD Model: AMB Year: 2012
 License Plate Number: 042RMX Expiration Date: 3-31-24

Evaluation Check List

<u>Item</u>	<u>Acceptable</u>	<u>Not Acceptable</u>	<u>Comments</u>
Engine	/		
Transmission	/		
Wheels & tires	/		
Steering	/		
Alignment	/		
Suspension	/		
Brakes	/		
Hand brake	/		
Lights	/		
Electrical system	/		
Vehicle and patient compartment heater and cooling system	/		
Glass	/		
Exhaust system	/		
Fuel system	/		
Body & sheet metal	/		

The undersigned, professing to be a motor vehicle mechanic, has of this date, evaluated the mechanical condition of the identified ambulance and determined that this vehicle is in safe operating condition. Said evaluation does NOT warrantee future status of the Ambulance due to conditions beyond mechanic's control.

Johnny Holman
 Mechanic's Signature

Foreman
 Title

4/3/23
 Date

JM TIRE
 Company Name

928 MAIN ST
 Address

719-738-2150
 Telephone

- IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:
1. Name and address of each driver, passenger and witness.
 2. Name of Insurance Company and policy number for each vehicle involved.

THIS CARD MUST BE KEPT IN THE INSURED VEHICLE AND PRESENTED UPON DEMAND

BI and PD Coverage Provided
SEE IMPORTANT NOTICE ON REVERSE SIDE

INSURED
HUFFERANO COUNTY HOSPITAL DISTRICT
23500 US HIGHWAY 160
WATSENBURG, CO 81089-0000

AGENCY/COMPANY ISSUING CARD
GLATFELTER UNDERWRITING SERVICES, INC.
183 LEADER HEIGHTS ROAD, YORK, PA 17402-4714
(800) 233-1957

COMPANY NUMBER 19445
POLICY NUMBER GENNBE0027575
YEAR MAKE/MODEL 2012 FORD TYPE 1 AMBUANCE
EFFECTIVE DATE 12-31-2022
EXPIRATION DATE 12-31-2023
VEHICLE IDENTIFICATION NUMBER 1FDUF4HT3CEB50578

COMPANY National Union Fire Ins. Co. of Pittsburgh, Pa.
 COMMERCIAL **PERSONAL**

COLORADO INSURANCE IDENTIFICATION CARD



Las Animas-Huerfano Counties District Health Department

Trinidad Office
412 Benedicta Ave.
Trinidad, CO 81082
Phone: 719-846-2213
Fax: 719-846-4472

Walsenburg Office
119 E. 5th Street
Walsenburg, CO 81089
Phone: 719-738-2650
Fax: 719-738-2653

AMBULANCE INSPECTION REPORT

Date of Inspection: 4/5/23 Time of Inspection: _____

Ambulance Service: Spanish Peaks Reg Health Ctr Ambulance Unit: Med 4

Location: _____

Mailing Address: 23500 Hwy 160 WB, CO 81089

Chassis Make: Ford F450 Chassis Year: 2012

Vin: 1FDUF4HT3CEB50578

License Plate: 042-RMX Phone Number: 719 738 4547

Registration Proof of Insurance

Vehicle Emergency Systems/Crew and Occupant Safety

- | | |
|--|---|
| <input checked="" type="checkbox"/> Appropriate Markings/Appearance | <input checked="" type="checkbox"/> Horn |
| <input checked="" type="checkbox"/> Emergency Warning Lights | <input checked="" type="checkbox"/> Heater/Air Conditioning |
| <input checked="" type="checkbox"/> Siren/PA | <input checked="" type="checkbox"/> Adjustable Gurney |
| <input checked="" type="checkbox"/> Backing Warning | <input checked="" type="checkbox"/> Child Seat |
| <input checked="" type="checkbox"/> Headlights: Bright/Dim | <input checked="" type="checkbox"/> Horn |
| <input checked="" type="checkbox"/> Tail and Brake Lights | <input checked="" type="checkbox"/> Safety Belts: <input type="checkbox"/> Cab <input type="checkbox"/> Bench <input type="checkbox"/> Gurney |
| <input checked="" type="checkbox"/> Windshield Wipers | <input checked="" type="checkbox"/> Non Smoking posted in the front and compartment |
| <input checked="" type="checkbox"/> Turn Signal | |
| <input checked="" type="checkbox"/> Tires | |
| <input type="checkbox"/> Evidence of vehicle maintenance/mechanical inspection | |

Communications Equipment

- | | |
|---|--|
| <input checked="" type="checkbox"/> To Dispatch | <input checked="" type="checkbox"/> Portable Radio (800MHz) (Optional) |
| <input checked="" type="checkbox"/> To Medical Control/Receiving Facility | <input checked="" type="checkbox"/> Cell Phones (Optional) |

Safety and Personal Protective Equipment

- | | |
|---|--|
| <input checked="" type="checkbox"/> Protective Eye Wear (2) | <input checked="" type="checkbox"/> Spare Batteries and Spare Bulbs |
| <input checked="" type="checkbox"/> Gloves - Non Sterile Disposable (Multi Sizes) | <input checked="" type="checkbox"/> Fire Extinguishers (Minimum (2) 5 lb. ABC charged with seals intact and current insp. Tag) |
| <input checked="" type="checkbox"/> Gloves - Non Latex Disposable (Multi Sizes) | <input checked="" type="checkbox"/> <input type="checkbox"/> Cab <input type="checkbox"/> Patient Compartment |
| <input checked="" type="checkbox"/> Masks - Non Sterile Surgical (2) | <input checked="" type="checkbox"/> ANSI/ISEA 107-2004 Class 2 Safety Vests (2) |
| <input checked="" type="checkbox"/> Masks - HEPA Universal (2) | <input checked="" type="checkbox"/> Triangular Warning Reflectors |
| <input checked="" type="checkbox"/> Sharps Containers (2) | <input checked="" type="checkbox"/> Flashlights (2) Rechargeable or battery operated |
| <input checked="" type="checkbox"/> Patient Compartment <input checked="" type="checkbox"/> Portable Bags | |

Airway, Oxygen, and Ventilation Equipment

Basic Life Support

- Bag-Valve Masks w/Oxygen Reservoir
 - Infant (500cc) Child (750c)
 - Adult (1000 cc)
- Nasopharyngeal Airways – Adult & Pediatric (sizes 24-32)
- Oropharyngeal Airways – Adult & Pediatric (sizes 50-110)
- House Oxygen w/adjustable regulator
- Portable Oxygen w/adjustable regulator (2)
- House Suction Unit

- Portable Suction Unit
- Rigid Pharyngeal Curved Suction Tip
- Wide Bore Tubing
- Soft Catheter Tips (6-14 Fr)

- Water-Based Lubricant Jelly Packets
- Non-Rebreathers (Masks)
 - Adult Child Infant
- Nasal Cannulas: Adult Pediatric

Advanced Life Support

- Chest Decompression Kit (or equivalent)
- End – Tidal CO₂ Detector (Easy Cap/Capno monitoring)
- Nebulizer Apparatus (4)
- Tube Securing Device (Tube holder or tube ties)
- Endotracheal Tubes
 - Cuffed (Sizes 5-9 mm)
 - Uncuffed (Sizes 2-5.5mm)

- Stylettes
 - Infant (Size 6) Pediatric (Size 10)
 - Adult (Sizes 12 – 14)
- Laryngoscope Handle and Blades
 - Straight (0 – 4)
 - Curved (0 – 4)
- Magill Forceps
 - Adult Pediatric
- Alternative Airway
 - Combi - Tube *I-Gel*
 - King Tube

Intravenous I.V. Solutions & Vascular Access Supplies

Basic Life Support

- Arm Boards Adult Pediatric
- IV Administration Sets
 - Macrodrop – 10/15 gtt (4)
 - Microdrop – 60 gtt (2)
- IV Angiocaths (sizes 14g – 24g)

- Venous Tourniquets (Latex Free &/or Latex)
- Normal Saline (1000 ml bags) (6)
- Blood Y Sets (Optional)
- Transparent Dressings (Tegaderm)

Advanced Life Support

- Intraosseous Needles (15 and 18 g)
- Syringes (1 mL to 10 mL)

- Braslow Tape

Diagnostic Equipment and Supplies

Basic Life Support

- Stethoscope
- Glucometer
- Blood Pressure Cuffs: Adult Child Infant
- Pulse Oximeter: Adult Pediatric Probes
- A.E.D. (BLS units only)
 - Adult Patches for A.E.D.
 - Pedi Patches for A.E.D.
- Thermometer (Optional)
- Penlight

Advanced Life Support

- Cardiac Monitor/Defibrillator (Down to 5 joules)
- Defibrillation Electrode Patches or Paddles with Conducting Gel: Adult Pediatric
- Electrocardiograph Electrodes: Adult Pediatric

Obstetrical Supplies

- O.B. Kit (Towels, 4x4 dressing, umbilical tape or cord clamp, scissors, bulb syringe, sterile gloves, and blanket)
 - (O.B. Kit must be marked with date received – replace every 5 years)
- Silver swaddler and stocking cap
- M. De Lee Suction Unit (Size 8) or Meconium Aspirator with (2) #2 ET Tubes

Medical Equipment and Supplies

Basic Life Support

- Adhesive Tape (Multiple rolls and widths)
- Bandages – Roller Gauze
- Bandages – Triangular
- Hot and Cold Packs
- Blankets
- Burn Sheets (2) (Must be dated when received – replace every 5 years)
- Cervical Collars
 - Adult Pediatric Infant
- Dressing (4x4) (2 boxes)
- Dressings – Occlusive (Vaseline Gauze)
- Abdominal Dressings (10x30, 12x28 or similar sizes)
- Head Immobilization Devices (Blocks)
 - Adult Pediatric
- Irrigation Solutions (Sterile)
- K.E.D.
- Prep Pads:
 - Alcohol Non Alcohol (Betadine)
- Scoop, Vacuum Mattress or equivalent
- Shears/Scissors
- Spine Boards with straps:
 - Adult Pediatric
- Splints – Upper & lower extremity or S.A.M.
- Splints – Traction
- Triage Tags
- Surgical Tape (Transpore)

Pharmacological Agents

Basic Life Support

- Asprin – 81 mg (1 Bottle)
- Oral Glucose

- Epi – Pen Auto Injector
 - Adult Pediatric
- Epi - 1 ml

Advanced Life Support

- Adenosine – (I / P)
- Albuterol – (I / P)
- Atropine – (I / P)
- Dextrose – 25% (B / I / P)
- Dextrose – 50% (B / I / P)
- Diphenhydramine (Benadryl) – (I/P)
- Epinephrine – 1:1000 (I/ P)
- Epinephrine – 1:10,000 (I/ P)
- Glucagon – (I/ P) (Optional)
- Lidocaine – 2% (I/ P)
- Lidocaine Drip – 5% (I/ P)

- Methylprednisolone or solu-medrol – (I / P)
- Naloxone (Narcan) – (I / P)
- Nitroglycerine – (B / I / P)
- Neosynephrine (Phenylephrine Nasal Spray)
- Sodium Bicarbonate – (I / P)
- Diazepam – (I / P) As required by PMD
- Morphine / other Narcotics – (I / P) As required by PMD
- Pharmacological Agent Security Protocols are being met

Paramedic Level Only

- Magnesium Sulfate

- Dopamine NA

EMT Certifications

EMT Basic

- Total # of Basic EMT Personnel _____
- Basic Certification – updated and current
- CPR Certification

EMT Basic + (IV)

- Total # of Basic + Personnel _____
- EMT Basic Certification – updated and current
- CPR Certification
- IV Certification

EMT Intermediate (Advanced)

- Total # of Intermediate Certified Personnel _____
- EMT Intermediate Certification – updated And current
- ACLS Certification
- PALS Certification

Paramedic

- Total # of Paramedic Certified Personnel _____
- Paramedic Certification
- CPR Certification
- ACLS Certification
- PALS Certification



Ambulance Inspection Form

- Acceptable As Is
 Acceptable w/Below Changes
 Not Acceptable – See Comment Below
 Basic Life Support
 Advanced Life Support

Comments:

Robin Sykes

 Ambulance Inspector Signature

Matthew Waitley

 Agency Representative Signature

Robin Sykes

 Ambulance Inspector Printed Name

MATTHEW WAITLEY

 Agency Representative Printed Name

4-5-23

 Date

4-5-23

 Date

Ambulance Service License Renewal Application

Item 7g.

Med 5

DATE: April 20, 2023

NAME OF VEHICLE OWNER: Huerfano County Hospital District

ADDRESS: 23500 US Highway 160

CITY: Walsenburg STATE: CO ZIP: 81089 TELEPHONE NUMBER: 719-738-5100

NAME OF AMBULANCE SERVICE: Huerfano County Hospital District (DBA)
Spanish Peaks Regional Health Center Ambulance

ADDRESS: 326 Main Street

CITY: Walsenburg STATE: CO ZIP: 81089 TELEPHONE NUMBER: 719-738-2370

NAME OF AMBULANCE DIRECTOR/DIRECTOR OF EMERGENCY SERVICES: Matthew Whitley/Kelea Nardini

HOW MANY AMBULANCES DO YOU OPERATE? Five (5)

WHAT AREA OF YOUR COUNTY WILL BE SERVED BY THIS COMPANY? Huerfano County

PHYSICIAN ADVISOR: Dr. Jeremiah Ellias

ADDRESS: 23500 U S Highway 160

CITY: Walsenburg STATE: CO ZIP: 81089 TELEPHONE NUMBER: (719)738-5100

INSURANCE COVERAGE ON THESE VEHICLES:

A.) COMPANY: American Alternative Insurance Corporation

B.) AGENT: HUB International Insurance Services

Ambulance Service License Renewal Application

Item 7g.

Med 5

I HEREBY CERTIFY THAT I AM AUTHORIZED TO SUBMIT THE FORGOING APPLICATION AND THE INFORMATION PROVIDED IN THIS APPLICATION IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF AND CONTAINS NO WILLFUL MISREPRESENTATION OR FALSIFICATION. SUBSEQUENT DETERMINATION THAT A LICENSE HAS BEEN ISSUED BASED ON FALSE INFORMATION CONSTITUTES GROUNDS FOR LICENSE REVOCATION.

Signature of Applicant: [Handwritten Signature] Title: CEO Date: 4/6/2023

SUBSCRIBED AND AFFIRMED BEFORE ME THIS 6th DAY OF April, 2023 IN THE COUNTY OF: Huerfano STATE OF COLORADO.

SIGNATURE OF NOTARY: [Handwritten Signature: Mary Jolene Davis]

MY COMMISSION EXPIRES 06/03/2023

MARY JOLENE DAVIS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20084002141
MY COMMISSION EXPIRES JUNE 3, 2023

(FOR OFFICE USE ONLY)

Date Received: _____ Documentation Verified: _____

Inspection Satisfactory (Y/N): _____

Approval Recommended (Y/N): _____

Date Referred to B.O.C.C _____

CHAIRMAN, B.O.C.C
Licensing Agent

Comments: _____

Ambulance Service License Renewal Application

Item 7g.

Med 5

Date: April 20, 2023

Vehicle #: **Med 5**

Year: **2020** Make/Model: **RAM 3500** Type: **I** 4 Wheel Drive (Y/N): **Yes**

Manufacturers Identification Number (V.I.N.): **3C7WRTBL7LG279717**

Colorado State License Number (Registration No.): **BJO-L61**

Registered with the State of Colorado as an emergency vehicle (Y/N): **Yes**

Date Ambulance placed in service: **07/08/2021**

Normal Location of Ambulance: **Ambulance Garage – 326 Main Street – Walsenburg, CO 81089**

**Huerfano County
Ambulance Inspection Checklist**

Certificate of Motor Vehicle Condition

Date of Certification: _____ Agency's Fleet Number: MEA 5
 VIN: 3C7WRTBL7LG279717 Vehicle Owner: SPRHC
 Make: RAM Model: 3500 Year: 2020
 License Plate Number: B50L61 Expiration Date: PERMANENT

Evaluation Check List

<u>Item</u>	<u>Acceptable</u>	<u>Not Acceptable</u>	<u>Comments</u>
Engine	/		
Transmission	/		
Wheels & tires	/		
Steering	/		
Alignment	/		
Suspension	/		
Brakes	/		
Hand brake	/		
Lights	/		
Electrical system	/		
Vehicle and patient compartment heater and cooling system	/		
Glass	/		
Exhaust system	/		
Fuel system	/		
Body & sheet metal	/		

The undersigned, professing to be a motor vehicle mechanic, has of this date, evaluated the mechanical condition of the identified ambulance and determined that this vehicle is in safe operating condition. Said evaluation does NOT warrantee future status of the Ambulance due to conditions beyond mechanic's control.

Johnny Galarraga
 Mechanic's Signature

Foreman
 Title

4/3/23
 Date

JM TIRE
 Company Name

928 MAIN ST
 Address

719-738-2150
 Telephone

COLORADO INSURANCE IDENTIFICATION CARD

COMPANY NUMBER
19445

POLICY NUMBER
GPNUPF0027575

YEAR MAKE/MODEL
2020 RAM 3500 AMBULANCE

COMPANY

National Union Fire Ins. Co. of Pittsburgh, Pa.

EFFECTIVE DATE
12-31-2022



COMMERCIAL



PERSONAL

EXPIRATION DATE
12-31-2023

VEHICLE IDENTIFICATION NUMBER
3C7WRTBL7LG279717

Item 7g.

AGENCY/COMPANY ISSUING CARD

GLATFELTER UNDERWRITING SERVICES, INC.
183 LEADER HEIGHTS ROAD, YORK, PA 17402-4714
(800)233-1957

INSURED

HUERFANO COUNTY HOSPITAL DISTRICT
23500 US HIGHWAY 160
WALSENBURG, CO 81089-0000

BI and PD Coverage Provided

SEE IMPORTANT NOTICE ON REVERSE SIDE

**THIS CARD MUST BE KEPT IN THE INSURED
VEHICLE AND PRESENTED UPON DEMAND**

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.

ACORD 50 CO (2007/03)

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Las Animas-Huerfano Counties District Health Department

Trinidad Office
412 Benedicta Ave.
Trinidad, CO 81082
Phone: 719-846-2213
Fax: 719-846-4472

Walsenburg Office
119 E. 5th Street
Walsenburg, CO 81089
Phone: 719-738-2650
Fax: 719-738-2653

AMBULANCE INSPECTION REPORT

Date of Inspection: 4/5/23 Time of Inspection: _____

Ambulance Service: SPRHC-Ambulance Unit: Med 5

Location: 326 Main St. WB, Co 81089

Mailing Address: _____

Chassis Make: Dodge 3500 Chassis Year: 2020

Vin: 3C7WRTBL7LG279717

License Plate: B50 L61 Phone Number: _____

Registration Proof of Insurance

Vehicle Emergency Systems/Crew and Occupant Safety

- | | |
|---|--|
| <input checked="" type="checkbox"/> Appropriate Markings/Appearance | <input checked="" type="checkbox"/> Horn |
| <input checked="" type="checkbox"/> Emergency Warning Lights | <input checked="" type="checkbox"/> Heater/Air Conditioning |
| <input checked="" type="checkbox"/> Siren/PA | <input checked="" type="checkbox"/> Adjustable Gurney |
| <input checked="" type="checkbox"/> Backing Warning | <input checked="" type="checkbox"/> Child Seat |
| <input checked="" type="checkbox"/> Headlights: Bright/Dim | <input checked="" type="checkbox"/> Horn |
| <input checked="" type="checkbox"/> Tail and Brake Lights | <input checked="" type="checkbox"/> Safety Belts: <input type="checkbox"/> Cab <input type="checkbox"/> Bench <input checked="" type="checkbox"/> Gurney |
| <input checked="" type="checkbox"/> Windshield Wipers | <input checked="" type="checkbox"/> Non Smoking posted in the front and compartment |
| <input checked="" type="checkbox"/> Turn Signal | |
| <input checked="" type="checkbox"/> Tires | |
| <input checked="" type="checkbox"/> Evidence of vehicle maintenance/mechanical inspection | |

Communications Equipment

- | | |
|---|--|
| <input checked="" type="checkbox"/> To Dispatch | <input checked="" type="checkbox"/> Portable Radio (800MHz) (Optional) |
| <input checked="" type="checkbox"/> To Medical Control/Receiving Facility | <input checked="" type="checkbox"/> Cell Phones (Optional) |

Safety and Personal Protective Equipment

- | | |
|--|--|
| <input checked="" type="checkbox"/> Protective Eye Wear (2) | <input checked="" type="checkbox"/> Spare Batteries and Spare Bulbs |
| <input checked="" type="checkbox"/> Gloves - Non Sterile Disposable (Multi Sizes) | <input checked="" type="checkbox"/> Fire Extinguishers (Minimum (2) 5 lb. ABC charged with seals intact and current insp. Tag) |
| <input checked="" type="checkbox"/> Gloves - Non Latex Disposable (Multi Sizes) | <input checked="" type="checkbox"/> <input type="checkbox"/> Cab <input type="checkbox"/> Patient Compartment |
| <input checked="" type="checkbox"/> Masks - Non Sterile Surgical (2) | <input checked="" type="checkbox"/> ANSI/ISEA 107-2004 Class 2 Safety Vests (2) |
| <input checked="" type="checkbox"/> Masks - HEPA Universal (2) | <input checked="" type="checkbox"/> Triangular Warning Reflectors |
| <input checked="" type="checkbox"/> Sharps Containers (2) | <input checked="" type="checkbox"/> Flashlights (2) Rechargeable or battery operated |
| <input checked="" type="checkbox"/> Patient Compartment <input type="checkbox"/> Portable Bags | |

Airway, Oxygen, and Ventilation Equipment

Basic Life Support

- Bag Valve Masks w/Oxygen Reservoir
 - Infant (500cc) Child (750c)
 - Adult (1000 cc)
- Nasopharyngeal Airways – Adult & Pediatric (sizes 24-32)
- Oropharyngeal Airways – Adult & Pediatric (sizes 50-110)
- House Oxygen w/adjustable regulator
- Portable Oxygen w/adjustable regulator (2)
- House Suction Unit

- Portable Suction Unit
- Rigid Pharyngeal Curved Suction Tip
- Wide Bore Tubing
- Soft Catheter Tips (6-14 Fr)
- Water-Based Lubricant Jelly Packets
- Non-Rebreathers (Masks)
 - Adult Child Infant
- Nasal Cannulas: Adult Pediatric

Advanced Life Support

- Chest Decompression Kit (or equivalent)
- End – Tidal CO2 Detector (Easy Cap/Capno monitoring)
- Nebulizer Apparatus (4)
- Tube Securing Device (Tube holder or tube ties)
- Endotracheal Tubes
 - Cuffed (Sizes 5-9 mm)
 - Uncuffed (Sizes 2-5.5mm)

- Stylettes
 - Infant (Size 6) Pediatric (Size 10)
 - Adult (Sizes 12 – 14)
- Laryngoscope Handle and Blades
 - Straight (0 – 4)
 - Curved (0 – 4)
- Magill Forceps
 - Adult Pediatric
- Alternative Airway
 - Combi - Tube
 - King Tube

I-Gel

Intravenous I.V. Solutions & Vascular Access Supplies

Basic Life Support

- Arm Boards Adult Pediatric
- IV Administration Sets
 - Macro drip – 10/15 gtt (4)
 - Microdrip – 60 gtt (2)
- IV Angiocaths (sizes 14g – 24g)

- Venous Tourniquets (Latex Free &/or Latex)
- Normal Saline (1000 ml bags) (6)
- Blood Y Sets (Optional)
- Transparent Dressings (Tegaderm)

Advanced Life Support

- Intraosseous Needles (15 and 18 g)
- Syringes (1 mL to 10 mL)

- Braslow Tape

Diagnostic Equipment and Supplies

Basic Life Support

- | | |
|--|--|
| <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Stethoscope <input checked="" type="checkbox"/> Glucometer <input checked="" type="checkbox"/> Blood Pressure Cuffs: <input type="checkbox"/> Adult <input type="checkbox"/> Child <input type="checkbox"/> Infant <input checked="" type="checkbox"/> Pulse Oximeter: <input type="checkbox"/> Adult <input type="checkbox"/> Pediatric Probes <input checked="" type="checkbox"/> A.E.D. (BLS units only) <ul style="list-style-type: none"> <input type="checkbox"/> Adult Patches for A.E.D. <input type="checkbox"/> Pedi Patches for A.E.D. | <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Thermometer (Optional) <input checked="" type="checkbox"/> Penlight |
|--|--|

Advanced Life Support

- Cardiac Monitor/Defibrillator (Down to 5 joules)
- Defibrillation Electrode Patches or Paddles with Conducting Gel: Adult Pediatric
- Electrocardiograph Electrodes: Adult Pediatric

Obstetrical Supplies

- O.B. Kit (Towels, 4x4 dressing, umbilical tape or cord clamp, scissors, bulb syringe, sterile gloves, and blanket)
- (O.B. Kit must be marked with date received – replace every 5 years)
- Silver swaddler and stocking cap
- M. De Lee Suction Unit (Size 8) or Meconium Aspirator with (2) #2 ET Tubes

Medical Equipment and Supplies

Basic Life Support

- | | |
|---|--|
| <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Adhesive Tape (Multiple rolls and widths) <input checked="" type="checkbox"/> Bandages – Roller Gauze <input checked="" type="checkbox"/> Bandages – Triangular <input checked="" type="checkbox"/> Hot and Cold Packs <input checked="" type="checkbox"/> Blankets <input checked="" type="checkbox"/> Burn Sheets (2) (Must be dated when received – replace every 5 years) <input checked="" type="checkbox"/> Cervical Collars <ul style="list-style-type: none"> <input type="checkbox"/> Adult <input type="checkbox"/> Pediatric <input type="checkbox"/> Infant <input checked="" type="checkbox"/> Dressing (4x4) (2 boxes) <input checked="" type="checkbox"/> Dressings – Occlusive (Vaseline Gauze) <input checked="" type="checkbox"/> Abdominal Dressings)10x30, 12x28 or similar sizes) <input checked="" type="checkbox"/> Head Immobilization Devices (Blocks) <ul style="list-style-type: none"> <input type="checkbox"/> Adult <input type="checkbox"/> Pediatric | <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Irrigation Solutions (Sterile) <input checked="" type="checkbox"/> K.E.D. <input checked="" type="checkbox"/> Prep Pads: <ul style="list-style-type: none"> <input type="checkbox"/> Alcohol <input type="checkbox"/> Non Alcohol (Betadine) <input checked="" type="checkbox"/> Scoop, Vacuum Mattress or equivalent <input checked="" type="checkbox"/> Shears/Scissors <input checked="" type="checkbox"/> Spine Boards with straps: <ul style="list-style-type: none"> <input type="checkbox"/> Adult <input type="checkbox"/> Pediatric <input checked="" type="checkbox"/> Splints – Upper & lower extremity or S.A.M. <input checked="" type="checkbox"/> Splints – Traction <input checked="" type="checkbox"/> Triage Tags <input checked="" type="checkbox"/> Surgical Tape (Transpore) |
|---|--|

Pharmacological Agents

Basic Life Support

- Asprin – 81 mg (1 Bottle)
- Oral Glucose

- Epi – Pen Auto Injector
 - Adult Pediatric

Epi - 1 ml

Advanced Life Support

- Adenosine – (I / P)
- Albuterol – (I / P)
- Atropine – (I / P)
- Dextrose – 25% (B / I / P)
- Dextrose – 50% (B / I / P)
- Diphenhydramine (Benadryl) – (I/P)
- Epinephrine – 1:1000 (I/ P)
- Epinephrine – 1:10,000 (I/ P)
- Glucagon – (I/ P) (Optional)
- Lidocaine – 2% (I/ P)
- Lidocaine Drip – 5% (I/ P)

- Methylprednisolone or solu-medrol – (I / P)
- Naloxone (Narcan) – (I / P)
- Nitroglycerine – (B / I / P)
- Neosynephrine (Phenylephrine Nasal Spray)
- Sodium Bicarbonate – (I / P)
- Diazepam – (I / P) As required by PMD
- Morphine / other Narcotics – (I / P) As required by PMD
- Pharmacological Agent Security Protocols are being met

Paramedic Level Only

- Magnesium Sulfate

- Dopamine

NA

EMT Certifications

EMT Basic

- Total # of Basic EMT Personnel _____
- Basic Certification – updated and current
 - CPR Certification

EMT Basic + (IV)

- Total # of Basic + Personnel _____
- EMT Basic Certification – updated and current
 - CPR Certification
 - IV Certification

EMT Intermediate (Advanced)

- Total # of Intermediate Certified Personnel _____
- EMT Intermediate Certification – updated And current
 - ACLS Certification
 - PALS Certification

Paramedic

- Total # of Paramedic Certified Personnel _____
- Paramedic Certification
 - CPR Certification
 - ACLS Certification
 - PALS Certification

Ambulance Service License Renewal Application

Item 7g.

Med 6

DATE: April 20, 2023

NAME OF VEHICLE OWNER: Huerfano County Hospital District

ADDRESS: 23500 US Highway 160

CITY: Walsenburg STATE: CO ZIP: 81089 TELEPHONE NUMBER: 719-738-5100

NAME OF AMBULANCE SERVICE: Huerfano County Hospital District (DBA)
Spanish Peaks Regional Health Center Ambulance

ADDRESS: 326 Main Street

CITY: Walsenburg STATE: CO ZIP: 81089 TELEPHONE NUMBER: 719-738-2370

NAME OF AMBULANCE DIRECTOR/DIRECTOR OF EMERGENCY SERVICES: Matthew Whitley/Kelea Nardini

HOW MANY AMBULANCES DO YOU OPERATE? Five (5)

WHAT AREA OF YOUR COUNTY WILL BE SERVED BY THIS COMPANY? Huerfano County

PHYSICIAN ADVISOR: Dr. Jeremiah Ellias

ADDRESS: 23500 U S Highway 160

CITY: Walsenburg STATE: CO ZIP: 81089 TELEPHONE NUMBER: (719)738-5100

INSURANCE COVERAGE ON THESE VEHICLES:

A.) COMPANY: American Alternative Insurance Corporation

B.) AGENT: HUB International Insurance Services

Ambulance Service License Renewal Application

Item 7g.

Med 6

I HEREBY CERTIFY THAT I AM AUTHORIZED TO SUBMIT THE FORGOING APPLICATION AND THE INFORMATION PROVIDED IN THIS APPLICATION IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF AND CONTAINS NO WILLFUL MISREPRESENTATION OR FALSIFICATION. SUBSEQUENT DETERMINATION THAT A LICENSE HAS BEEN ISSUED BASED ON FALSE INFORMATION CONSTITUTES GROUNDS FOR LICENSE REVOCATION.

Signature of Applicant: [Handwritten Signature] Title: CEO Date: 4/6/2023

SUBSCRIBED AND AFFIRMED BEFORE ME THIS 6th DAY OF April, 2023 IN THE COUNTY OF: HUERFANO STATE OF COLORADO.

SIGNATURE OF NOTARY: [Handwritten Signature: Mary Jolene Davis]

MY COMMISSION EXPIRES 06/03/2023

MARY JOLENE DAVIS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20084002141
MY COMMISSION EXPIRES JUNE 3, 2023

(FOR OFFICE USE ONLY)

Date Received: _____ Documentation Verified: _____

Inspection Satisfactory (Y/ N): _____

Approval Recommended (Y/ N): _____

Date Referred to B.O.C.C _____

CHAIRMAN, B.O.C.C
Licensing Agent

Comments: _____

Ambulance Service License Renewal Application

Item 7g.

Med 6

Date: April 20, 2023

Vehicle #: **Med 6**

Year: **2002** Make/Model: **Dodge Durango** Type: **I** 4 Wheel Drive (Y/N): **Yes**

Manufacturers Identification Number (V.I.N.): **1B4HS38N22F179833**

Colorado State License Number (Registration No.): **AOW - 0185**

Registered with the State of Colorado as an emergency vehicle (Y/N): **Yes**

Date Ambulance placed in service: **04/15/2016**

Normal Location of Ambulance: **Ambulance Garage – 326 Main Street – Walsenburg, CO 81089**

Huerfano County
Ambulance Inspection Checklist

Certificate of Motor Vehicle Condition

Date of Certification: _____ Agency's Fleet Number: MEA 6
 VIN: 1B4H538N22E179833 Vehicle Owner: SPRHC
 Make: DOODGE Model: AMS Year: 2002
 License Plate Number: ADW185 Expiration Date: 6-30-23

Evaluation Check List

<u>Item</u>	<u>Acceptable</u>	<u>Not Acceptable</u>	<u>Comments</u>
Engine	/		
Transmission	/		
Wheels & tires	/		
Steering	/		
Alignment	/		
Suspension	/		
Brakes	/		
Hand brake	/		
Lights	/		
Electrical system	/		
Vehicle and patient compartment heater and cooling system	/		
Glass	/		
Exhaust system	/		
Fuel system	/		
Body & sheet metal	/		

The undersigned, professing to be a motor vehicle mechanic, has of this date, evaluated the mechanical condition of the identified ambulance and determined that this vehicle is in safe operating condition. Said evaluation does NOT warrantee future status of the Ambulance due to conditions beyond mechanic's control.

Johnny Kellerman
Mechanic's Signature

Freeman
Title

4/13/23
Date

JM TIRI
Company Name

928 MAIN ST
Address

719-738-2150
Telephone

COLORADO INSURANCE IDENTIFICATION CARD

Item 7g.

COMPANY NUMBER 19445	COMPANY National Union Fire Ins. Co. of Pittsburgh, Pa.	<input checked="" type="checkbox"/> COMMERCIAL	<input type="checkbox"/> PERSONAL
POLICY NUMBER GPNUPF0027575	EFFECTIVE DATE 12-31-2022	EXPIRATION DATE 12-31-2023	
YEAR MAKE/MODEL 2002 DODGE DURANGO		VEHICLE IDENTIFICATION NUMBER 1B4HS38N22F179833	

AGENCY/COMPANY ISSUING CARD
GLATFELTER UNDERWRITING SERVICES, INC.
183 LEADER HEIGHTS ROAD, YORK, PA 17402 4714
(800)233-1957

INSURED
HUERFANO COUNTY HOSPITAL DISTRICT
23500 US HIGHWAY 160
WALSENBURG, CO 81089-0000

BI and PD Coverage Provided
SEE IMPORTANT NOTICE ON REVERSE SIDE

**THIS CARD MUST BE KEPT IN THE INSURED
VEHICLE AND PRESENTED UPON DEMAND**

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.



HUERFANO COUNTY
BOARD OF COUNTY COMMISSIONERS

Ambulance Service License

Issued pursuant to Resolution 17-53, Dated May 9, 2017

Spanish Peaks Regional Health Center Ambulance Service

LOCATED AT 326 MAIN STREET, WALSENBURG, CO 81089

Having met all the requirements of said resolution, is hereby
licensed to operate as an ambulance service within Huerfano County

from

APRIL 28, 2023

to

APRIL 27, 2024

unless it be sooner revoked or suspended as provided by law.

Attest

Board of County Commissioners

County Clerk and Recorder

Chairman

LICENSE NUMBER 2023-02

Stan Garnett
(303) 668-3113
Stan.Garnett@garnettlegalgroup.com

April 17, 2023

VIA EMAIL

Carl Young and Lisa Powell-DeJong
Huerfano County
401 Main Street, Suite 302
Walsenburg, CO 81089
cyoung@huerfano.us and lisa@huerfano.us

RE: RETENTION AGREEMENT

Dear Carl and Lisa:

Thank you for selecting my firm to provide you with our legal services, including but not limited to the District Attorney dispute with Sheriff Bruce Newman, the Board of County Commissioners budget dispute, and other matters as requested. This letter is intended to set forth our relationship pursuant to the Colorado Rules of Professional Conduct. At any time during our engagement, please feel free to contact us with any questions or concerns that you may have concerning our services or fees. If the terms of this agreement are acceptable, please sign your name in the space provided below and return it to us.

1. IDENTIFICATION OF PARTIES. This agreement is made between Garnett Powell Maximon Barlow (“Attorney”), and Huerfano County (“Client”).

2. LEGAL SERVICES TO BE PROVIDED. Attorney will provide Client with legal services, including but not limited to the District Attorney dispute with Sheriff Bruce Newman, the Board of County Commissioners budget dispute, and other matters as requested.

The scope of this retention can be altered in the future based on the needs of the Client.

3. RESPONSIBILITIES OF ATTORNEY AND CLIENT. Attorney will perform the legal services called for under this agreement and respond promptly to Client’s inquiries and communications. Client will be truthful and cooperative with Attorney and keep Attorney reasonably informed of developments and of Client’s address, telephone number, and whereabouts.

4. RETAINER. None.

5. ATTORNEYS' FEES. Attorney will charge Client at a rate of: \$600 per hour for Stan Garnett; \$550 per hour for other partners; \$475 for Associates; and any paralegal work performed will be charged at a rate of \$250 per hour.

Attorneys' Fees are invoiced monthly. Client is to pay Attorneys' Fees within 30 days of receipt of invoice.

6. COSTS. Client is responsible for all costs and expenses. Client therefore agrees to pay for all costs incurred on matters as they may be assigned and accepted. Such costs may include, but are not limited to, court filing fees, travel, required photocopy fees, etc.

7. DISCHARGE OF ATTORNEY. Client may discharge Attorney at any time by written notice. Unless specifically agreed by Attorney and Client, Attorney will provide no further services on Client's behalf after receipt of the notice.

Your termination of our services will not affect your responsibility for payment of outstanding statements and accrued fees and expenses incurred before termination or in connection with an orderly transition of the matter.

8. WITHDRAWAL OF ATTORNEY. Attorney may withdraw at any time as permitted under the Colorado Rules of Professional Conduct. The circumstances under which the Rules permit such withdrawal include, but are not limited to, the following: (a) the Client's consent, and (b) the Client's conduct renders it unreasonably difficult for the attorney to carry out the scope of representation effectively.

9. RELEASE OF CLIENT'S PAPERS AND PROPERTY. At the termination of services under this agreement, any otherwise nonpublic information the Client has supplied to Attorney and which is retained by Attorney will be kept confidential in accordance with applicable rules of professional conduct. Unless the Client directs otherwise, any original papers or other property the Client has furnished to Attorney and that remain in Attorney's possession will be returned to Client. The Attorney's own files, including lawyer work product, pertaining to the matter will be retained by the firm. The Client may obtain a copy of any such materials that have not been previously furnished at no expense upon request. Documents and other materials retained by the firm will be stored by the firm for a reasonable time period. The period for which particular client files will be retained may vary depending on the nature of the engagement involved. Following the retention period, those files may be destroyed or otherwise disposed of to minimize unnecessary storage expenses.

10. **DISCLAIMER OF GUARANTEE.** Although Attorney may offer an opinion about possible results regarding the subject matter of this agreement, Attorney cannot guarantee any particular result. Client acknowledges that Attorney has made no promises about the outcome and that any opinion offered by Attorney in the future will not constitute a guaranty. Client understands that any recovery or judgment in this matter is contingent upon a number of factors, including, but not limited to, applicable state law or statutes, discretion of the court, and others.

11. **ENTIRE AGREEMENT.** This agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this agreement will be binding on the parties.

12. **SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.** If any provision of this agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and remain in effect.

13. **MODIFICATION BY SUBSEQUENT AGREEMENT.** This agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both parties.

14. **COUNTERPARTS.** This Agreement may be signed by the parties in counterpart originals with the same force and effect as if fully and simultaneously signed on a single original document.

The foregoing is agreed to by:

Date: _____ 2023

On Behalf of Huerfano County

Date: _____ 2023

Stan Garnett
Garnett Powell Maximon Barlow



DEBRA J. REYNOLDS

Huerfano County Treasurer
and Public Trustee

401 MAIN STREET, SUITE 206 • WALSENBURG, COLORADO 81089-2084
719-738-3000 Ext. 505 • Fax: 719-738-1280

OFFICE OF THE PUBLIC TRUSTEE
HUERFANO COUNTY, COLORADO
QUARTERLY REPORT FOR PERIOD ENDING MARCH 31, 2023
1ST QUARTER JAN-FEB-MAR 2023

FORECLOSURES:	<u>2</u> (Amounts under \$400,000.00 \$150.00 each)	\$ 300.00
	(Amounts exceeding \$400,000.00 1/32 of 1%.)	\$ -
	<u>3</u> CONFIRMATION DEED FEE (\$30.00)	\$ 90.00
	<u>2</u> WITHDRAWAL DEED FEE (\$35.00)	\$ 70.00
	FC Restart \$75.00	\$ -
	(OTHER FEE) DEF TERMINATED FEE	\$ -
	(OTHER FEE) CERT-RED LIENOR FEE	\$ -
	(OTHER FEE) INTENT TO REDEEM FEE	\$ -
PT ESCROW ACCTS	\$75.00	\$ -
TOTAL FEES FOR FORECLOSURES		\$ 460.00
RELEASES:	<u>54</u> (Releases @ \$15.00 each)	\$ 810.00
TOTAL FOR RELEASES		\$ 810.00
		TOTAL FC & REL FEES \$ 1,270.00
BALANCE TO BE DEPOSITED WITH COUNTY TREASURER:		\$ -

I, DEBRA J REYNOLDS UPON OATH DULY SWORN DEPOSES AND SAYS THE INFORMATION CONTAINED HEREINABOVE IS TRUE AND CORRECT.

Debra J. Reynolds
PUBLIC TRUSTEE, HUERFANO COUNTY



STATE OF COLORADO, COUNTY OF HUERFANO
Signed by **DEBRA J REYNOLDS**, Public Trustee
April 19, 2023
(Notarization No Longer Required in Colorado
Per CRS 38-35-106 (3))

APPROVED BY THE BOARD OF COUNTY COMMISSIONERS THIS _____ DAY OF _____,

CHAIRMAN OF HUERFANO COUNTY COMMISSIONERS

FE	FG NO.	FEE	BORROWER	LENDER	RES/AGR	SALE DATE	ADV	COMBINED NOTICE AND COMBINED NOTICE	214 TAYLOR BLVD, WAL CO 81089
2023	2023-01	\$ 150.00	SAUERBIER, LEO GEORGE	US BANK TRUST COMPANY NA TRUSTEE	RES	6/15/2023	4/20/2023	SALE & RIGHTS 2/28/2023	4/21/2023
2023	2023-02	\$ 150.00	OGLE, LAWRENCE E	UNITED SHORE FINANCIAL SERVICES LLC DBA UNITED WH	AGR	10/19/2023	8/24/2023	3/27/2023	8/29/2023

LIST OF RELEASES				
R-Release	FILE NO. OR REF. NO.	DATE	FEE	
R	15053	1/4/2023	\$ 15.00	E-RECORDING
R	15054	1/4/2023	\$ 15.00	E-RECORDING
R	15055	1/4/2023	\$ 15.00	E-RECORDING
R	15056	1/4/2023	\$ 15.00	E-RECORDING
R	15057	1/4/2023	\$ 15.00	E-RECORDING
R	15058	1/4/2023	\$ 15.00	E-RECORDING
R	15059	1/6/2023	\$ 15.00	
R	15060	1/6/2023	\$ 15.00	
R	15061	1/6/2023	\$ 15.00	
R	15062	1/6/2023	\$ 15.00	E-RECORDING
R	15063	1/6/2023	\$ 15.00	E-RECORDING
R	15064	1/9/2023	\$ 15.00	E-RECORDING
R	15065	1/10/2023	\$ 15.00	
R	15066	1/11/2023	\$ 15.00	E-RECORDING
R	15067	1/12/2023	\$ 15.00	E-RECORDING
R	15068	1/12/2023	\$ 15.00	E-RECORDING
R	15069	1/12/2023	\$ 15.00	E-RECORDING
R	15070	1/12/2023	\$ 15.00	E-RECORDING
R	15071	1/18/2023	\$ 15.00	
R	15072	1/20/2023	\$ 15.00	E-RECORDING
R	15073	1/25/2023	\$ 15.00	E-RECORDING
R	15074	1/25/2023	\$ 15.00	E-RECORDING
R	15075	1/30/2023	\$ 15.00	E-RECORDING
R	15076	1/31/2023	\$ 15.00	
R	15077	2/2/2023	\$ 15.00	E-RECORDING
R	15078	2/2/2023	\$ 15.00	E-RECORDING
R	15079	2/2/2023	\$ 15.00	E-RECORDING
R	15080	2/7/2023	\$ 15.00	E-RECORDING
R	15081	2/10/2023	\$ 15.00	E-RECORDING
R	15082	2/10/2023	\$ 15.00	E-RECORDING
R	15083	2/10/2023	\$ 15.00	E-RECORDING
R	15084	2/15/2023	\$ 15.00	
R	15085	2/16/2023	\$ 15.00	E-RECORDING
R	15086	2/22/2023	\$ 15.00	E-RECORDING
R	15087	2/22/2023	\$ 15.00	E-RECORDING
R	15088	2/22/2023	\$ 15.00	E-RECORDING
R	15089	2/22/2023	\$ 15.00	E-RECORDING
R	15090	2/24/2023	\$ 15.00	
R	15091	3/2/2023	\$ 15.00	E-RECORDING
R	15092	3/7/2023	\$ 15.00	E-RECORDING

R	15093	3/13/2023	\$	15.00	E-RECORDING
R	15094	3/13/2023	\$	15.00	E-RECORDING
R	15095	3/15/2023	\$	15.00	E-RECORDING
R	15096	3/15/2023	\$	15.00	E-RECORDING
R	15097	3/15/2023	\$	15.00	
R	15098	3/15/2023	\$	15.00	E-RECORDING
R	15099	3/17/2023	\$	15.00	
R	15100	3/17/2023	\$	15.00	
R	15101	3/22/2023	\$	15.00	E-RECORDING
R	15102	3/22/2023	\$	15.00	E-RECORDING
R	15103	3/22/2023	\$	15.00	E-RECORDING
R	15104	3/22/2023	\$	15.00	E-RECORDING
R	15105	3/28/2023	\$	15.00	E-RECORDING
R	15106	3/28/2023	\$	15.00	E-RECORDING
GRAND TOTAL 54 RELEASES				\$ 810.00	

**HUERFANO COUNTY PUBLIC TRUSTEE
 QUARTERLY REPORT
 JANUARY 1, 2023 THRU MARCH 31, 2023
 1ST QUARTER**

TOTALS

12/31/2022 BALANCE FORWARD **\$ 15,256.68**

COLLECTIONS		COLLECTION BY MO	TOTALS
1/31/2023	TOT DEPOSITS FC	\$ 668.53	\$ 668.53
1/31/2023	TOT DEPOSITS REL	\$ 468.00	\$ 468.00
2/28/2023	TOT DEPOSITS FC		\$ -
2/28/2023	TOT DEPOSITS REL	\$ 208.00	\$ 208.00
3/31/2023	TOT DEPOSITS FC	\$ 1,268.80	\$ 1,268.80
3/31/2023	TOT DEPOSITS REL	\$ 355.00	\$ 355.00
NON INT BEARING ACCT			
BALANCE FORWARD + COLLECTIONS TOTAL			\$ 18,225.01

EXPENSES		EXPENSES BY MO	TOTALS
1/31/2023	RECORDING	\$ (233.00)	
2/28/2023	RECORDING	\$ (72.00)	\$ (487.00)
3/31/2023	RECORDING	\$ (182.00)	
1/31/2023	PUBLICATION	\$ (600.00)	
2/28/2023	PUBLICATION	\$ (900.00)	\$ (1,500.00)
3/31/2023	PUBLICATION		
1/31/2023	REFUND	\$ (169.00)	
2/28/2023	REFUND	\$ (24.31)	\$ (193.31)
3/31/2023	REFUND		
1/31/2023	INTERNET FEES	\$ (270.00)	
2/28/2023	INTERNET FEES		\$ (370.00)
3/31/2023	INTERNET FEES	\$ (100.00)	
1/4/2023	STOP PYMNT FEE		\$ (20.00)
1/4/2023	CURE FEE 2022-15		\$ (9,520.72)
3/7/2023	PT SALARY 1ST QTR 2023		\$ (2,000.00)
TOTAL			\$ (14,091.03)
ENDING BALANCE		March 31, 2023	TOTAL \$ 4,133.98

RECORD OF QUARTERLY CHECKS

Item 7i.

MONTH OF JANUARY 2023			
CHECK NO.	DATE	PAYEE	AMOUNT
7593	1/4/2023	CO CLERK	\$ 13.00
7596	1/6/2023	CO CLERK	\$ 39.00
7598	1/10/2023	CO CLERK	\$ 13.00
7599	1/12/2023	CO CLERK	\$ 43.00
7600	1/18/2023	CO CLERK	\$ 13.00
7601	1/19/2023	CO CLERK	\$ 86.00
7602	1/25/2023	CO CLERK	\$ 13.00
7603	1/31/2023	CO CLERK	\$ 13.00
TOTAL			\$ 233.00
7594	1/4/2023	INTERNET FEES	\$ 270.00
TOTAL			\$ 270.00
7595	1/4/2023	PUBLICATIONS	\$ 600.00
TOTAL			\$ 600.00
7592	1/4/2023	REFUND	\$ 111.00
7595	1/6/2023	REFUND	\$ 58.00
TOTAL			\$ 169.00
	1/4/2023	STOP PYMNT FEE	\$ 20.00
TOTAL			\$ 20.00
7591	1/4/2023	CURE FEE 2022-15	\$ 9,520.72
TOTAL			\$ 9,520.72
	1/10/2023	FC DEPOSIT	\$ 650.00
	1/19/2023	FC DEPOSIT	\$ 18.53
TOTAL			\$ 668.53
	1/4/2023	REL DEPOSIT	\$ 90.00
	1/10/2023	REL DEPOSIT	\$ 142.00
	1/6/2023	REL DEPOSIT	\$ 30.00
	1/9/2023	REL DEPOSIT	\$ 15.00
	1/12/2023	REL DEPOSIT	\$ 75.00
	1/19/2023	REL DEPOSIT	\$ 56.00
	1/20/2023	REL DEPOSIT	\$ 15.00
	1/25/2023	REL DEPOSIT	\$ 30.00
	1/30/2023	REL DEPOSIT	\$ 15.00
TOTAL			\$ 468.00

RECORD OF QUARTERLY CHECKS

Item 7i.

MONTH OF FEBRUARY 2023			
CHECK NO.	DATE	PAYEE	AMOUNT
7604	2/10/2023	CO CLERK	\$ 13.00
7606	2/15/2023	CO CLERK	\$ 33.00
7607	2/15/2023	CO CLERK	\$ 13.00
7610	2/24/2023	CO CLERK	\$ 13.00
TOTAL			\$ 72.00
7608	2/15/2023	PUBLICATION	\$ 300.00
7609	2/17/2023	PUBLICATION	\$ 600.00
TOTAL			\$ 900.00
7605	2/10/2023	REFUND	\$ 24.31
TOTAL			\$ 24.31
	2/3/2023	REL DEPOSIT	\$ 28.00
	2/2/2023	REL DEPOSIT	\$ 30.00
	2/2/2023	REL DEPOSIT	\$ 15.00
	2/7/2023	REL DEPOSIT	\$ 15.00
	2/10/2023	REL DEPOSIT	\$ 30.00
	2/10/2023	REL DEPOSIT	\$ 15.00
	2/16/2023	REL DEPOSIT	\$ 15.00
	2/22/2023	REL DEPOSIT	\$ 60.00
TOTAL			\$ 208.00

RECORD OF QUARTERLY CHECKS

Item 7i.

MONTH OF MARCH 2023			
CHECK NO.	DATE	PAYEE	AMOUNT
7611	3/3/2023	CO CLERK	\$ 43.00
7313	3/6/2023	CO CLERK	\$ 23.00
7615	3/9/2023	CO CLERK	\$ 26.00
7616	3/15/2023	CO CLERK	\$ 13.00
7617	3/16/2023	CO CLERK	\$ 38.00
7618	3/17/2023	CO CLERK	\$ 26.00
7619	3/28/2023	CO CLERK	\$ 13.00
TOTAL			\$ 182.00
7612	3/3/2023	INTERNET FEES	\$ 100.00
TOTAL			\$ 100.00
7614	3/7/2023	SALARY 1st QTR 2023	\$ 2,000.00
TOTAL			\$ 2,000.00
	3/1/2023	FC DEPOSIT	\$ 668.80
	3/17/2023	FC DEPOSIT	\$ 600.00
TOTAL			\$ 1,268.80
	3/1/2023	REL DEPOSIT	\$ 74.00
	3/2/2023	REL DEPOSIT	\$ 15.00
	3/7/2023	REL DEPOSIT	\$ 15.00
	3/13/2023	REL DEPOSIT	\$ 30.00
	3/15/2023	REL DEPOSIT	\$ 30.00
	3/15/2023	REL DEPOSIT	\$ 15.00
	3/22/2023	REL DEPOSIT	\$ 60.00
	3/17/2023	REL DEPOSIT	\$ 86.00
	3/28/2023	REL DEPOSIT	\$ 30.00
TOTAL			\$ 355.00

Commissioners Purchasing Review Report by Fund (APLT55)

Item 7j.

Beginning Date: 3/24/2023

Ending Date: 3/24/2023

Huerfano County

Vendor:	Description	Vendor Amount
Fund: 001 GENERAL FUND		
A TO Z ELEVATOR INSPECTIONS, L	Service	\$495.00
ANCHOR MOTEL	Indigent lodging K. Seeger	\$70.00
ANTHONY LUGINBILL	Cell phone stipend	\$40.00
AVENU INSIGHTS & ANALYTICS	Lease agreement February 2023	\$4,842.70
AXIOM HUMAN RESOURCE	April 2023 fees	\$401.25
AXIS BUSINESS TECHNOLOGIES	march invoice	\$62.36
BOB BARKER COMPANY, INC.	Dozen White T-Shirts	\$41.29
BOIES-ORTEGA FUNERAL HOME	Transport	\$300.00
BR PRINTERS	POSTAGE FOR REAL NOV'S	\$6,200.00
CAMERON GONZALES	Reimbursement	\$146.90
CANON FINANCIAL SERVICES INC	Lease Agreement	\$843.71
CARLTON CROFT	Travel & transporation	\$385.80
CHRIS DANIELS-LOCKSMITH SERVICES	Cut and program key and new fob	\$350.00
CITY AUTO PARTS	Vehicle parts and supplies	\$376.34
COLORADO COUNTY ATTORNEYS ASSOC.	membership dues	\$600.00
CRESTONE GRAPHICS	Env Order for BOCC	\$174.23
CUCHARAS SANITATION &	Water	\$445.00
DANIEL'S TOWING & AUTO REPAIR	BSJ187 Mount and balance tires	\$2,398.50
DASH MEDICAL GLOVES	Jail nitrile gloves M, L, XL	\$495.00
DAVE MOWER DEPUTY CORONER	Mileage/Investigations	\$105.24
DAVID MCCAIN	Transports 02/15/23 - 03/15/23	\$2,079.84
DEEP ROCK	Artesian drinking water	\$243.83
DEPARTMENT OF HUMAN SERVICES	Lawyer Services	\$3,525.81
DISTRICT HEALTH DEPT.	March Allocation	\$13,000.00
EMPLOYERS COUNCIL	Professional Services HRIS Implementation Support	\$5,908.00
FIRST CHOICE	Inmate meals	\$1,581.40
FOX THEATRE	Feb. 2023	\$736.03
FRANK MARTIN	Reimburse out of pocket training LaJunta	\$201.50
FRPHI SERVICE & REMODEL INC	Sewer blockage toilet holding cell	\$632.23
GARDNER PUBLIC IMPROVEMENT	Sewer/Water	\$68.00
HEALTHCARE PARTNERS FOUNDATION	Grant	\$13,892.47
HUERFANO COUNTY	Repairs	\$9,084.66

Commissioners Purchasing Review Report by Fund (APLT55)

Beginning Date: 3/24/2023

Ending Date: 3/24/2023

Item 7j.

Huerfano County

Vendor:	Description	Vendor Amount
INDUSTRIAL CHEM LABS	Sewer Cleaner	\$353.61
IOA	Spanish Peaks Airfield Insurance	\$3,629.00
JACK'S TIRE & OIL	8 Firestone Firehawk Pursuit Tires	\$926.56
JEFFREY BYLAND	Cell phone stipend	\$40.00
JOHNSON CONTROLS FIRE	Service	\$2,645.00
Kimberly Sue Trujillo	mileage	\$71.04
LA VETA OIL LLC	'16 Tahoe replace engine	\$10,754.64
LG MAINTENCE ENTERPRISES, LLC	Judicial Center Maintenace	\$3,000.00
LOVE'S TRAVEL STOPS & COUNTRY	Fuel	\$1,514.47
M7 BUSINESS SYSTEMS	personal prop declarations	\$127.20
METROPOLITAN COMPOUNDS INC	Supplies	\$600.62
MOBILE RECORD SHREDDERS, LLC	Office Supplies shredding	\$12.00
MOUNTAIN DISPOSAL, INC	Service	\$205.20
NATALIE FISHER	Office supplies/Land use for new sink	\$32.74
O'REILLY AUTOMOTIVE INC	Vehicle parts, supplies	\$232.52
PAUL NEWMAN	Lettering 2 Chevy Tahoes	\$700.00
PRO COM	Preemployment drug testing	\$244.00
QUILL CORPORATION	File Folders	\$268.53
REBECCA ANN BROWN	mileage/on call/Investigations	\$535.22
ROYAL ELECTRICAL SERVICES, INC	Services	\$1,850.00
SAN ISABEL ELECTRIC	Utilities	\$1,931.66
SAN ISABEL SERVICES	Service	\$540.61
SECOM INC	Internet Service	\$115.47
SPANISH PEAKS REGIONAL	Employee UA testing/accident	\$60.00
Staples	office supplied	\$878.81
STEVE & SONS AUTO GLASS	Rock chip repair 2011 Chev, 2013 Ford	\$130.00
TERMINIX PROCESSING CENTER	Pest control 1 yr advance	\$746.76
THE HOME DEPOT PRO	Parts	\$1,451.23
THE PAWN SHOP	Ammunition	\$167.00
THOMSON REUTERS-WEST Payment Center	Online software subscription	\$441.02
TOWN AND COUNTRY AUTOMALL	VIN/FGC51856: install gear assy-steering	\$1,822.02
VALUE WEST, INC	March Invoice	\$2,100.00
VONNIE VALDEZ	Travel & Transportation	\$15.72
WALSENBURG LUMBER COMPANY	Parts	\$847.55

Operator: nbustos 3/23/2023 3:14:41 PM

Report ID: (APLT55)

Commissioners Purchasing Review Report by Fund (APLT55)

Item 7j.

Beginning Date: 3/24/2023

Ending Date: 3/24/2023

Huerfano County

Vendor:	Description	Vendor Amount
WASTE CONNECTIONS OF CO, INC	Service	\$335.98
WORLD JOURNAL	Publishing	\$622.08
Subtotal for Fund 001 GENERAL FUND :		\$109,675.35
Fund: 002 ROAD & BRIDGE FUND		
ACORN PETROLEUM, INC.	Supplies	\$7,644.27
ALPINE FORD LLC	Parts	\$1,954.75
CENTURYLINK	Telephone Gardner & La Veta R&B	\$116.59
CITY AUTO PARTS	Parts	\$2,295.29
GARDNER PUBLIC IMPROVEMENT	Sewer/Water	\$68.00
INTERSTATE BILLING SERVICE, IN	Parts	\$353.70
J. M. TIRE COMPANY	Parts	\$992.47
J.J. KELLER & ASSOCIATES	Supplies	\$629.00
JERRY SPORCICH	Cell phone stipend	\$40.00
JOHN DEERE FINANCIAL	Parts	\$491.75
KEN HAWKENSON	Operating supplies/purchased	\$600.00
LA VETA OIL LLC	Fuel	\$308.07
LAWSON PRODUCTS, INC.	Parts	\$136.44
LIGHTNING BOLT INC.	Parts	\$12.80
MCCANDLESS TRUCK CENTER, LLC	Parts	\$80.00
MHC KENWORTH-PUEBLO	Parts	\$5,353.36
MOUNTAIN DISPOSAL, INC	Service	\$129.60
NICK L. ARCHULETA	Cell phone stipend	\$40.00
OL' RELIABLE CAR CENTER	Supplies	\$68.00
O'REILLY AUTOMOTIVE INC	Parts	\$184.83
POWER EQUIPMENT COMPANY	Parts	\$394.78
PRECISION HYDRAULICS INC.	Parts	\$48.17
PRO COM	Service	\$78.00
PUEBLO BEARING SERVICE CO	Parts	\$779.03
PUEBLO BRAKE & CLUTCH	Parts	\$1,099.25
REDHYL WELDING LLC	Supplies	\$30.42
SAN ISABEL SERVICES	Propane	\$1,020.75
TOPAR WELDING INC	Parts	\$78.54
TWIN LANDFILL CORPORATION	Service	\$100.00

Commissioners Purchasing Review Report by Fund (APLT55)

Beginning Date: 3/24/2023

Ending Date: 3/24/2023

Huerfano County

Item 7j.

Vendor:	Description	Vendor Amount
U.S. AUTOFORCE	Parts	\$9.80
WAGNER EQUIPMENT COMPANY	Parts	\$1,662.65
WALSENBURG LUMBER COMPANY	Parts	\$210.35
Subtotal for Fund 002 ROAD & BRIDGE FUND :		\$27,010.66
Fund: 003 LODGING TAX TOURISM FUND		
VISTAWORKS	PRINTING/ADVERTISING	\$7,172.00
Subtotal for Fund 003 LODGING TAX TOURISM FUND :		\$7,172.00
Fund: 004 SPECIAL PROJECT FUND		
Electra Johnson Design & Planning LLC	Gardner Community & Economic Master Plan	\$10,276.00
FRIENDS OF HUERFANO SEARCH	DOLA Grant SAR22-027	\$1,831.23
KLJ ENGINEERING LLC	Huerfano River Bridge Rehab Grant Project	\$8,235.60
MACDOUGALL & WOLDRIDGE, P.C.	Professional Fees	\$1,725.00
MOUNTAIN MASONRY LLC	Period E 1-23 to 2-23	\$17,198.10
SE GROUP	Cuchara Mountain Park Consulting	\$5,019.75
SOUTH CENTRAL COG	cdbg rehab contract 20012- Pay #4	\$46,231.79
STATEWIDE INTERNET PORTAL	Google Workspace Bus. Lic.	\$17,896.25
Subtotal for Fund 004 SPECIAL PROJECT FUND :		\$108,413.72
Fund: 010 PARKS AND RECREATION		
HUERFANO COUNTY	Fuel Reimbursements	\$10.88
LESTER BERRY	Cell phone stipend	\$40.00
MOUNTAIN DISPOSAL, INC	Service	\$81.00
Subtotal for Fund 010 PARKS AND RECREATION :		\$131.88
Fund: 051 P.I.L.T.		
CivicPlus	Annual Fee	\$4,500.00
FOX THEATRE	Maintenance closet	\$383.41
Subtotal for Fund 051 P.I.L.T. :		\$4,883.41
Fund: 068 WASTE TRANSFER ENTERPRISE		
HUERFANO COUNTY	Fuel Reimbursements	\$278.30
LG MAINTENCE ENTERPRISES, LLC	Judicial Center Maintenance	\$0.00
WALSENBURG LUMBER COMPANY	Supplies	\$134.75

Commissioners Purchasing Review Report by Fund (APLT55)

Beginning Date: 3/24/2023

Ending Date: 3/24/2023

Huerfano County

Item 7j.

Vendor:	Description	Vendor Amount
Subtotal for Fund 068 WASTE TRANSFER ENTERPRISE :		\$413.05
Fund: 069 EMERGENCY SERVICES FUND		
BRITTNEY CIARLO	Cell phone stipend	\$40.00
EQUATURE/DSS CORPORATION	Operating Supplies	\$4,879.40
HUERFANO COUNTY	Dispatch Jeep Repairs & Oil Change	\$158.88
RAY WALSH	Reimbursement & Training	\$72.23
SAN ISABEL ELECTRIC	Utilities	\$77.81
WALSENBURG LUMBER COMPANY	Parts	\$165.77
Subtotal for Fund 069 EMERGENCY SERVICES FUND :		\$5,394.09
Fund: 070 GARDNER PUBLIC IMP DISTRICT		
CENTURYLINK	telephone	\$198.60
CITY AUTO PARTS	Parts	\$115.11
DWIGHT WORTHINGTON	Bulk water refund close account	\$167.90
Interstate Chemical Co.	Supply	\$324.71
SAN ISABEL ELECTRIC	Utilities	\$822.70
USA BLUE BOOK	parts	\$43.90
Subtotal for Fund 070 GARDNER PUBLIC IMP DISTRICT :		\$1,672.92
Grand Total :		\$264,767.08

Item 7k.



PACKING SLIP



Aurora, CO, 18000 Smith Rd., 8001
303-739-3000 * 877-654-1237
Albuquerque, NM, 700 Wagner Court SE.
87105 * 505-345-8411 * 800-432-6612
www.wagnerequipment.com

Bloomfield, NH Burlington, CO Colo. Spgs., CO Durango, CO El Paso, TX Grand Jct., CO Hayden, CO Hobbs, NM Pueblo, CO Windsor, CO Yuma, CO
505-634-4500 719-346-7880 719-635-1659 970-259-2001 915-821-7651 970-242-2834 970-278-3781 575-393-2148 719-544-4433 970-278-1750 970-848-2911
800-488-5081 877-742-1392 877-654-1237 877-654-1237 800-345-7878 877-654-1237 877-654-1237 800-821-6082 877-654-1237 877-654-1237 877-654-1237

FOR INQUIRIES PLEASE
REFERENCE THIS NUMBER

CUSTOMER QUOTE * EXPIRES 05/21/23

* CHARGE *

DOCUMENT 030038993

SOLD HUERFANO COUNTY

CUSTOMER NO.

SHIP 03WILLCALL 03WILLCALL

FILLED BY ACKNOWLEDGEMENT

401 MAIN ST STE 306
TO WALSBERG CO 81089

44650

TO

WILLCALL
PEEBLO, CO 81008

WIC LOCATION WIC PIECES
BILL OF LADING

ORDERED BY TELEPHONE

CUST. ORDER NO.

INSTRUCTIONS

DELIVERY LOCATION

SHIP VIA

SCOTT 719 738 2420

C7

0-1 DAY

WILLCALL

MAKE/PIC MODEL SERIAL NO.

EQUIP NO. ARRANGEMENT NO.

DATE

TIME

ENT BY

REFERENCE NO.

PAGE

AA I C7 OSAP91276

4/21/23 9:50:20

1

ITEM --- QUANTITY --- PART NUMBER / NO. ORDER SHIP B/O DESCRIPTION LOCATION N/R TR SOS WEIGHT UNIT PRICE EXTD PRICE
PARTS SALES PERSON: THOMAS RICE - 9737

1 1 1 10R-8886 HEAD GP CYL QN 000 311.9 2370.34 2370.34

1-CD 1 1 CORE DEPOSIT QC 2370.34 2370.34

2 1 1 133-4995 GASKET-HEAD 1 000 2.3 99.86 99.86

3 1 1 20R-8059 INJECTOR G-F 000 4.2 780.87 780.87

3-CD 1 1 CORE DEPOSIT QC 253.53 253.53

4 5 5 297-4841 KIT-GASKET-S 1 000 .1 44.43 222.15

5 6 6 272-1956 GASKET 1 000 .1 5.66 33.96

6 42 41 1 217-5701 DM BULK SEAL 1 000 .1 4.08 171.36

!! PART COMES IN PKG OF 23DM...SELL BY PKG ONLY !!
PART SOLD BY THE DM (10CM) EQUAL TO 3.93 INCHES
SOME MACHINE CALL FOR A QUANTITY LESS THAN 23DM,

If you're not completely satisfied please call 1-833-964-3116 or email us at customerexperience@wagnerequipment.com

OPEN ACCOUNT TERMS: CASH CUSTOMER - PAYMENT DUE ON DATE OF INVOICE. TOTAL AMOUNT DUE 10TH OF MONTH

FOLLOWING INVOICE DATE FINANCE CHARGE OF 1 1/2% PER MONTH WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE CHARGED ON PAST DUE INVOICES.FREIGHT TERMS ALL PARTS PURCHASED ARE FOB SOURCE AND INCOMING FREIGHT WILL BE CHARGED FROM SOURCE

CONTINUED

RECEIVED BY DATE

PRINTED NAME

SEE REVERSE SIDE FOR WAGNER'S PARTS RETURN POLICY.

Wagner Equipment Co. hires EEO/AA/M/DF/Women/Disabled Veterans

ENSHRE 4/22/20



PACKING SLIP



Aurora, CO. 18000 Smith Rd. 8001
 303-739-3000 * 877-654-1237
 Albuquerque, NM, 700 Wagner Court SE.
 87105 * 505-345-8411 * 800-432-6672
 www.wagnerequipment.com

Bloomfield, NM Burlington, CO Colo. Spgs., CO Durango, CO El Paso, TX Grand Jct., CO Hayden, CO Hobbs, NM Pueblo, CO Windsor, CO Yuma, CO
 505-634-4500 719-346-7880 719-635-1669 970-299-2001 915-821-7651 970-242-2834 970-276-3781 575-383-2148 719-544-4433 970-278-1750 970-848-2911
 800-468-5081 877-742-1332 877-654-1237 877-654-1237 800-345-7878 877-654-1237 877-654-1237 800-821-6082 877-654-1237 877-654-1237 877-654-1237

CUSTOMER QUOTE * EXPIRES 05/21/23

* CHARGE * DOCUMENT 030038993

SOLD HUERFANO COUNTY

CUSTOMER NO. 44650

SHIP 03WILLCALL 03WILLCALL

ACKNOWLEDGEMENT

401 MAIN ST STE 306
 TO WALSBERG CO 81089

TO WILLCALL
 STORE PUEBLO, CO 81008

WIC LOCATION WIC PIECES
 BILL OF LADING

ORDERED BY TELEPHONE CUST. ORDER NO. INSTRUCTIONS DELIVERY LOCATION SHIP VIA

SCOTT 719 738 2420 C7 0-1 DAY

MAKEPIC MODEL SERIAL NO. EQUIP NO. ARRANGEMENT NO. DATE TIME ENT BY REFERENCE NO. PAGE

AA I C7 OSAP91276 4/21/23 9:50:20 2

ITEM --- QUANTITY --- PART NUMBER / NO. ORDER SHIP B/O DESCRIPTION LOCATION N/R TR SOS WEIGHT UNIT PRICE EXTD PRICE
 PARTS SALES PERSON: THOMAS RICE - 9737

ITEM	NO.	ORDER SHIP	B/O	DESCRIPTION	LOCATION	N/R	TR	SOS	WEIGHT	UNIT PRICE	EXTD PRICE
7	4	2	2	264-6156	ROD-VALVE PU				0.00	32.52	130.08
8	1	1	1	112-3540	SEAL O RING				0.00	15.61	15.61
9	1	1	1	7C-7431	GASKET				0.00	12.35	12.35
10	1	1	1	197-8419	GASKET				0.00	5.15	5.15
11	2	2	2	214-7568	SEAL-O RING				0.00	7.34	14.68
12	1	1	1	214-7566	SEAL-O-RING				0.00	6.59	6.59
13	1	1	1	222-5915	GASKET				0.00	3.47	3.47

BUT STILL SELL BY A PKG OF 23DM. LET THE CUSTOMER CUT THE SEAL TO THE PROPER LENGTH COOP
 ORDER BY PKG. QTY. OF 23 DECAMETERS
 3/13/13 - CAN USE 5P5678-COMPOSITION A LITTLE DIFF BE CAREFUL THE SP IS SOLD BY METER-COOPER

If you're not completely satisfied please call 1-833-954-3116 or email us at customerexperience@wagnerequipment.com

OPEN ACCOUNT TERMS: CASH CUSTOMER - PAYMENT DUE ON DATE OF INVOICE. TOTAL AMOUNT DUE 10TH OF MONTH FOLLOWING INVOICE DATE. FINANCE CHARGE OF 1 1/2% PER MONTH WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE CHARGED ON PAST DUE INVOICES. FREIGHT TERMS ALL PARTS PURCHASED ARE FOB SOURCE AND INCOMING FREIGHT WILL BE CHARGED FROM SOURCE.

CONTINUED

RECEIVED BY _____ DATE _____

PRINTED NAME _____

SEE REVERSE SIDE FOR WAGNER'S PARTS RETURN POLICY.

Wagner Equipment Co. hires EEO/AA/Minorities/Women/Disabld Veterans

Item 7k.

WAGNER

CAT

PACKING SLIP



Aurora, CO, 18000 Smith Rd., 80011
303-739-3000 * 877-654-1237
Albuquerque, NM, 700 Wagner Court SE,
87105 * 505-345-8411 * 800-432-6612
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446

Bloomfield, NM Burlington, CO Colo. Spgs., CO Durango, CO El Paso, TX Grand Jct., CO Hayden, CO Hobbs, NM Pueblo, CO Windsor, CO Yuma, CO
505-634-4500 719-346-7880 719-635-1669 970-259-2001 970-242-2834 970-276-3781 575-393-2148 719-544-4433 970-278-1750 970-948-2911
800-468-5081 877-742-1332 877-654-1237 877-654-1237 877-654-1237 877-654-1237 800-821-6082 877-654-1237 877-654-1237 877-654-1237

FOR INQUIRIES PLEASE
REFERENCE THIS NUMBER

CUSTOMER QUOTE * EXPIRES 05/21/23

* CHARGE *

DOCUMENT 030038993

SOLD HUERFANO COUNTY
401 MAIN ST STE 306
TO WALSBERG CO 81089

CUSTOMER NO.
44650

SHIP TO
03WILLCALL 03WILLCALL
WILLCALL
PEEBLO, CO 81008

STORE
03

ORDERED BY TELEPHONE CUST. ORDER NO. INSTRUCTIONS DELIVERY LOCATION SHIP VIA

SCOTT 719 738 2420 C7 0-1 DAY 03WILLCALL

MAKEPIC MODEL SERIAL NO. EQUIP NO. ARRANGEMENT NO. DATE TIME ENT BY REFERENCE NO. PAGE

AA I C7 0SAP91276 4/21/23 9:50:20 3

ITEM --- QUANTITY --- PART NUMBER / NO. ORDER SHIP B/O DESCRIPTION LOCATION N/R TR SOS WEIGHT UNIT PRICE EXTD PRICE
PARTS SALES PERSON: THOMAS RICE - 9737

14 1 1 136.0812 1 000 .1 3.11 3.11
GASKET
TOTAL GROSS WEIGHT OF SHIPPED ITEMS 325.7

USD SELL TOTAL 6493.45

2320.27
- 253.53

After Core → 3869.58
Returns -

If you're not completely satisfied please call 1-833-954-3116 or email us at customerexperience@wagnerequipment.com

OPEN ACCOUNT TERMS: CASH CUSTOMER - PAYMENT DUE ON DATE OF INVOICE TOTAL AMOUNT DUE WITHIN MONTH
FOLLOWING INVOICE DATE FINANCE CHARGE OF 1 1/2% PER MONTH WHICH IS AN ANNUAL
PERCENTAGE RATE OF 18% WILL BE CHARGED ON PAST DUE INVOICES-FREIGHT TERMS ALL PARTS
PURCHASED ARE FOB SOURCE AND INCOMING FREIGHT WILL BE CHARGED FROM SOURCE

RECEIVED BY _____
DATE _____

PRINTED NAME _____

SEE REVERSE SIDE FOR WAGNER'S PARTS RETURN POLICY.

Wagner Equipment Co. hires EEO/AA/Minorities/Women/Disabled Veterans

2150N ST 41320

**Huerfano County Human Resource Department
401 Main Street, Suite 310
Walsenburg, CO 81089
(719) 738-3000, Ext 205**



April 25, 2023

Art Cruz

RE: Seasonal Contract Position – Fiesta Park

Effective May 1, 2023 through October 31, 2023 Jim Garcia will perform the duties involved in the Seasonal Grounds Maintenance work of the facilities known as “Fiesta Park” under the satisfaction and guidance of the Board of County Commissioners.

The duties will include but are not limited to the care and maintenance of the grounds and facilities at the park to include cleaning the restrooms, removing trash from receptacles, all lawn and ball- park care and maintenance.

This will be a Seasonal Contract position paid at a rate of \$1,000.00 per month. Partial months will be pro-rated accordingly. All time required to perform these duties are inclusive in the rate stated above.

You will be required to submit a completed W9 to the Finance office and the payments will be reported as income the end of the year.

Your signature on this letter confirms your acceptance of the above outlined agreement.

Printed Name

Signature: Art Cruz

Date Signed

Huerfano County Human Resource Department
401 Main Street, Suite 310
Walsenburg, CO 81089
(719) 738-3000, Ext 205



April 25, 2023

Jimmy Garcia

RE: Seasonal Contract Position – Fiesta Park

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You will be required to submit a completed W9 to the Finance office and the payments will be reported as income the end of the year.

Your signature on this letter confirms your acceptance of the above outlined agreement.

Printed Name

Signature: Jimmy Garcia

Date Signed

AIRPORT LAND LEASE AND HANGAR DEVELOPMENT AGREEMENT

This Agreement made and entered into this 1st day of February, 2023, by and between Huerfano County, in the State of Colorado, a County Government, hereafter referred to as the County or "Lessor", acting by and through its Board of County Commissioners, and hereafter referred to as Lessor and Travis Ruff herein referred to as "Lessee"/ The purpose of this agreement is a land lease for aircraft hangar construction and use.

For and in consideration of the rent to be paid by Lessee at the times, in the amounts and under the conditions herein expressed, and in further consideration of the covenants herein imposed upon Lessee, to be by Lessee faithfully kept and performed County hereby leases, lets, and rents unto Lessee the following described tract of land, being a part of the Spanish Peaks Airport in Huerfano County, Colorado more particularly described as follows.

I. DESCRIPTION OF PROPERTY

A tract of land: County Rd 101, Schedule 21447

Hangar # 1

Measuring 42 wide feet by 48 deep

Totaling 2016 square feet of land leased.

~~A structure measuring _____ feet wide by _____ feet deep is to be constructed on above lot. This agreement does not convey any ownership more particularly described above.~~

Lot size is determined by building footprint plus 10 feet added to the depth and sides for parking allowance and hangar spacing. Parking area must be a designed concrete apron and approved by the County Building Inspector.

II. TERM

- A. The term of this lease shall be for a period of (10) years, beginning on January 1, 2023 and, ending January 1, 2033, unless the same is sooner terminated as provided in Sections XI and XII. At expiration or termination, all improvements including the concrete slab will be removed, at Lessee's expense unless the lease is extended by mutual agreement. In the event that Lessee fails to leave the premises in as good as condition when Lessee took possession, Lessor may undertake to clean and restore the premises all at the expense of the Lessee.
- B. The mutual option to renew must be exercised, in writing, by or before, 60 days of the expiration date, should both parties agree. The mutual option to renew will be for ten (10) years. Additional mutual renewal options may be exercised at ten (10) year intervals, not to exceed 3 additional (10) year terms, if lease responsibilities have been adhered to and both parties amenable.

III. RENT

- A. The land rent will be based on \$0.20 cents per square foot, to be paid to the County, by Lessee, in the sum of \$ 403.20 per year; to be paid on or before December 31st of each year payable to Lessor. Renewed leases will be based on \$0.20 cents per square foot.
- B. In the event the County is required to initiate collection of unpaid rent, then Lessee agrees to pay all costs of collection, including attorney's fees.

IV. ACTIVITY

The property herein being leased is limited to personal plane storage, aircraft related items, and personal vehicle while flying and shall not be used for warehousing of Lessee's or anyone else's personal property No residential use shall be permitted of the hangar. Lessee shall not use the premises for commercial purposes whatsoever, unless by separate agreement, and FAA approval. In addition, the storage and accumulation of flammable or hazardous materials in or near the hangar is prohibited. Neither Lessee nor

its assigns shall enter into other uses not specifically authorized by this agreement, or by virtue of another agreement with the County.

V. COMPLIANCE WITH LAWS AND REGULATIONS

Lessee agrees to comply strictly with all Federal, State of Colorado, and local laws, including but not limited to ordinances of Huerfano County, Colorado, all resolutions of the Board of County Commissioners of Huerfano County, Colorado and all regulations of the Federal Aviation Administration or any other regulatory body having jurisdiction with regard to regulations relating to safety. Further, Lessee shall pay all Federal, State, and local taxes assessed on the hanger and aircraft stored within.

VI. CONSTRUCTION

Prior to building any structure, modifications, or additions all plans must be approved by the County Building Inspector, and the FAA by way of form 7640-1 and Categorical Exclusion. Building will be constructed according to the Huerfano County regulations and building codes as adopted at the time of construction, with any necessary building permits issued by the County prior to construction. To insure the viability of the structure, the County will require that the hangar or approved additions to a present structure(s) go through the Huerfano County Building Department submittal and approval process. The proposed hangar must meet all building codes for its intended use, modifications approved before implemented and all pertinent fees paid. The Building Inspector will conduct inspections of the facility during construction, and must be contacted per schedule of inspections as each schedule is make ready, before the next schedule of construction may proceed. Any discrepancies must be corrected before further construction is permitted.

Lessee agrees to and is responsible for the following:

1. All utility permits and installation.
2. To construct connecting apron pavement according to the specifications of the County.

3. Design hangar in such a manner to blend in with architectural and general appearance of the adjoining airport facilities as approved by the County.
4. If a propane tank is installed, it must conform to local codes per location and method of installation.
5. Any interior additions or modifications must be approved by the Airport Manager to ensure compliance with intended hangar use.
6. Hangar development shall commence with 3 months after FAA approval and be completed with a final inspection and acceptance by Huerfano County one year from issuance of a building permit. If a building permit is not applied for with 3 months after FAA approval this lease with automatically terminate.

VII. TITLE OF DESIGNATED IMPROVEMENTS TO REVERT

At termination or expiration of lease, all below ground and ground level improvements constructed by Lessee remain vested with the Airport. If deemed unusable or undesirable by the Airport, Lessee agrees to remove said improvements within 90 days of lease expiration date at Lessee's expense and at the Airport's direction.

VIII. ASSIGNABILITY

This lease agreement shall not be conveyed or assigned to a third party except with the express written consent of the County. The County reserves the right to renegotiate any and all portions of this agreement with said third party who shall not rely upon this agreement as a reason or basis for sub-leasing or assignments. No partial or total sublease of the hangar or other shared use agreement of the hangar is allowed without written approval by County.

IX. ABANDONMENT

Should Lessee abandon the above premises and fail to use the same for a period of ninety (90) consecutive days, then at the option of County, this Lease Agreement may be terminated, and all parties released there from and all improvements on County's land shall then pass to and vest in County.

X. TERMINATION OF LEASE

Should Lessee fail to comply with the provisions of this lease in any respect, the County retains the right to terminate this lease in accordance with the provisions of this agreement. Both parties retain the right to voluntarily terminate this lease upon mutual written consent. Upon termination for noncompliance of any portion of this agreement, Lessee shall have thirty (30) days to remove all personal property including structures and the concrete slab from the premises unless an extension is applied for in writing explaining the nature of need. After the thirty (30) day period all improvements and property will then become part of the real estate and property of Huerfano County.

XI. MAINTENANCE

Lessee agrees to keep premises in a neat and orderly condition at all times. Vegetation shall be kept trimmed to a height not exceeding 6 inches. If repeated violations are noted by Airport staff, and following written notice to Lessee, the Airport will take measures to alleviate the impasse and Lessee agrees to pay restitution in an amount to cover the cost of remedy. The building will be kept in a state of good repair. Lessee agrees to make repairs within 60 days of notice by the Airport in writing. Damaged panels, broken windows, peeling paint, heaved or broken pavement, are examples of conditions that will not be tolerated.

XII. AIRPORT RESPONSIBILITIES

Lessee shall have use of the Spanish Peaks Airport facilities including runways and taxiways, excepting other leased area.

XIII. ENFORCEMENT

A delay by either party in enforcing provisions of this lease does not constitute a waiver thereof.

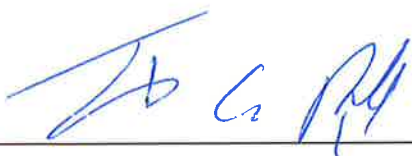
XIV. MODIFICATION

This agreement may be modified at any time by mutual written consent.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

LESSOR:

LESSEE:



Travis Ruff

John Galusha, Chairman, Board of
County Commissioners

ATTEST:

Erica Vigil, Clerk & Recorder

Dustin Hribar, Spanish Peaks Airfield
Manager.



Carl Young <cyoung@huerfano.us>

Re: Fw: Date CR 420 and 421 trash pick up

mike lacy <mdlacy@hotmail.com>
To: Carl Young <cyoung@huerfano.us>
Cc: Arica Andreatta <aandreatta@huerfano.us>

Fri, Apr 14, 2023 at 8:41 AM

Carl,

I have a group of 6 people who would like to pick up trash on CR 420 and 421. We would like to do this on Wednesday, April 26th @ 9:00 AM. We are requesting that the county wave the transfer station dump fees for the trash that we gather. Can the commissioners get this done for us before the pick up date?

Thank you,
Mike Lacy
"Can It, Huerfano"

From: mike lacy <mdlacy@hotmail.com>
Sent: Wednesday, April 5, 2023 2:21 PM
To: Carl Young <cyoung@huerfano.us>
Subject: Re: Fw: CR 420 and 421 trash pick up

Thank you Carl. Can I send that letter to you?
Should it be a request that volunteers will pick up trash on CR 420 and 421 and we ask that we could bring the trash to waste station?

Thank you Carl,
Mike

From: Carl Young <cyoung@huerfano.us>
Sent: Wednesday, April 5, 2023 12:10 PM
To: mike lacy <mdlacy@hotmail.com>
Subject: Re: Fw: CR 420 and 421 trash pick up

I will ask our Maintenance team to bring some bags to the land use office, that's probably the easiest place for pickup. The bags can be taken to the Waste Transfer Station. The BOCC has to approve fee waiver requests so you'd need to send a letter or come to a meeting. Our next regularly scheduled meeting is 4/25, but we are likely to have a meeting on 4/18 as well.

Thanks,

Carl Young
Huerfano County Administrator

On Wed, Apr 5, 2023 at 8:16 AM mike lacy <mdlacy@hotmail.com> wrote:

Thanks Carl,

Where should we take the trash bags that the volunteers have picked up?
Where can I pick up the bags?

Mike

From: Carl Young <cyoung@huerfano.us>
Sent: Wednesday, April 5, 2023 9:14 AM
To: mike lacy <mdlacy@hotmail.com>
Cc: Arica Andreatta <aandreatta@huerfano.us>
Subject: Re: Fw: CR 420 and 421 trash pick up

Hi Mike,

I believe the former code enforcement officer was providing extra assistance in his spare time, now that we've combined that role with building inspection the new folks don't have that kind of time.

Should have an update on timeline for the gym soon.

Thanks,

Carl Young
Huerfano County Administrator

On Tue, Apr 4, 2023 at 10:45 AM mike lacy <mdlacy@hotmail.com> wrote:

Thank you Arica. It was my understanding that when we spoke last year and I meet with the former county enforcement person, that the trash bags would be picked up if we let them know where they were. Has this changed?

BTW, excited to see the new gym/remodel get started. We have extended a new executive position to someone to help Kerrie with her work load.

Mike

From: Arica Andreatta <aandreatta@huerfano.us>
Sent: Tuesday, April 4, 2023 11:40 AM
To: mike lacy <mdlacy@hotmail.com>; Young, Carl <cyoung@huerfano.us>
Subject: Re: Fw: CR 420 and 421 trash pick up

Mike,

I have looped Carl into this email. I am sure we can help in some capacity such as supplying bags but we don't typically do pickup.

Thank you,

Arica Andreatta
Huerfano County Commissioner

401 Main Street Suite 201
Walsenburg, CO 81089
Phone: (719) 251-3691
Fax: (719) 738-3996
Email: aandreatta@huerfano.us
Website: Huerfano.us

On Sun, Apr 2, 2023 at 7:46 PM mike lacy <mdlacy@hotmail.com> wrote:

Arica,

Can we still get large trash bags and can someone pick up the bags when we are done?

Thanks, Mike Lacy

From: lady from austin <ladyfromaustin@yahoo.com>

Sent: Sunday, April 2, 2023 8:44 PM

To: Kate Mccabe <katemccabe69@yahoo.com>; Dennis Ceremuga <d.ceremuga@gmail.com>; SusanStuart Long <sandslong1963@gmail.com>; Dan Spomer <danspomer@gmail.com>

Cc: Mike Lacy <mdlacy@hotmail.com>

Subject: Would you be interested . . .

Hello Piney Ridge Neighbors,

I was wondering if you might be interested in helping pick up trash along CR420/CR421 along the route that leads from Hwy 12 to the Piney Ridge Ranch gate entry. I noticed cans and bottles along the route and wanted to pick them up to recycle or put in the trash before the grass gets tall. If we had 4 couples, we could have two couples start at Hwy 12 and two start at the PRR sign on CR 421 covering both sides of the road and then meet in the middle. Or we could take another approach with four couples or less . . . totally open to ideas. Let me know if you'd be interested and if you can do weekdays or only Saturdays for the pick up. Depending on the number of people we have, we can make a plan to cover the two roads.

Looking forward to your replies!

Sincerely,
Linda

Linda Lacy

Failure to look up to God, whether your circumstances are good or bad, can mean the difference between victory and defeat. Faith sees the invisible, believes the incredible and receives the impossible!

--

Arica Andreatta
Huerfano County Commissioner

401 Main Street Suite 201
Walsenburg, CO 81089
Phone: (719) 251-3691
Fax: (719) 738-3996
Email: aandreatta@huerfano.us
Website: Huerfano.us



trash.jpg
69K

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



HUERFANO COUNTY GOVERNMENT GRANT APPROVAL MEMORANDUM

Date: 4/20/23

To: Huerfano County Board of County Commissioners

From: Charles R. Bryant-Huerfano County Noxious Weed Manager

Cc: Carl Young, County Administrator

Re: Colorado Invasive Species Plant Management Disaster Supplemental Funding Grant

Attachments: **Attach the completed application.** If a resolution or wet signature is required be sure to attach those forms as well. List ALL attachments here in the order they should be attached with signature pages preferably at the end.

Summary: This funding will be used to mitigate specific noxious plant species that have either been introduced or become more widespread after the prolonged drought periods that Huerfano County has experienced. Along with providing material resources to the department (primarily herbicides and biocontrols), this funding will also fund educational resources for the public and assistance with species detection/distribution mapping.

Requested Motion/Action:

- **Motion:** To approve the *Colorado Invasive Species Plant Management Disaster Supplemental Funding Grant* application for the requested amount of \$25,000 and to authorize the chair or designee to sign all related documents.
- This grant funding will be used to assist landowners in Huerfano County with the control of Colorado State A & B List Noxious Plant Species that have become more problematic/widespread during recent drought cycles.

Grant Program: In this section and each of the following sections write a narrative that includes answers to the questions in each section. Be as concise as possible, but be sure to explain anything that could bring up questions for the BOCC or the public. These memos should rarely exceed two pages.

- **Grant Program Name:**
Colorado Invasive Species Plant Management Disaster Supplemental Funding Grant
- **Purpose:**
To assist landowners with the detection, treatment and monitoring of Colorado A & B List Noxious Plant Species by providing both technical and on the ground assistance, along with the dissemination of educational materials.
- **Funding Source:**
USDA Forest Service administered by the Colorado Department of Agriculture
- **Grant Type:**
Competitive
- **Anticipated Timeline:**
April 2023: 1) Statement of work finalized 2) BOCC approval of SOW
May 1st, 2023 to December 31, 2024: Grant performance/execution period

Our Project:

This project will assist landowners with the control of A & B List Noxious plant species that have become established among drought impacted properties in Huerfano County. Huerfano County owned properties will derive benefits from this grant funding as well. Many problematic species were introduced during recent severe droughts through imported contaminated feed and existing populations were able to spread considerably given their enhanced drought tolerance over native\desirable species.

All work will be completed by Huerfano County Noxious Weed Department staff (Smircich\Bryant) and no new positions are anticipated.

The scope of work includes the following:

- a. Participate in a post-award discussion with the CDA Project Manager (can be via email or virtual meeting),
- b. Communicate progress with USFS Representative,
- c. Create Quarterly Progress Reports,
- d. Create a Final Report,
- e. Hire and/or retain and train staff as needed,
- f. Purchase equipment and supplies,
- g. Locate, identify and treat noxious weeds,
- h. Track acres treated and acres restored,
- i. Monitor treated areas for effectiveness,
- j. Submit species occurrence data to EDDMapS,
- k. Produce education and outreach materials, and
- l. Provide one success story of the project (with photos) with the final report.
- m. The contractor shall locate, identify and treat eligible List A & B noxious species

Period of Performance:

- 5\1\23 through 12\31\24

Alignment with County Objectives:

- What do we want to gain from this grant program?

A: *Enhanced detection, containment and suppression of target noxious plant species and to provide an enhanced level of service to the public.*

- Why are we applying?

A: *To enhance the quality and delivery of services by the department to the taxpaying public, and to address the exponential spread of State List noxious plant species.*

- Describe how the grant aligns with the strategic priorities of the County.

A: *This grant assists the County towards its goal of being good stewards of the exceptional lands within our jurisdiction. It also aids towards county compliance with the Colorado Noxious Weed Act, especially as it relates to “the dissemination of technical and financial resources” to the public as directed in the Act.*

- Describe how the grant aligns with the Department’s mission and goals.

A: *This grant enhances the department’s ability to assist the public with the detection and control of eligible noxious plant species. Specific goals addressed include: dissemination of technical and financial resources, the detection and documentation of affected acres within our jurisdiction, the reduction of infested acres within our jurisdiction and assists multiple stakeholders realize our ultimate mission of creating highly resilient native\desirable plant communities capable of self-regeneration. Doing so assists agricultural producers, conserves vital wildlife habitat and enhances recreational opportunities. The grant also assists towards the completion of CDA defined species containment goals.*

- Does it pay for something the County already does?

A: *Yes, it provides additional department resources which aide the advancement of department goals and objectives.*

Financial Considerations:

- How much funding will the Department/County receive from the grant?

A: *\$25,000*

- Is there a county match required? If yes, identify type and source.

A: *No, only proof of expenses incurred.*

- Identify funding method, whether it is a reimbursement grant or advanced funding.

A: *Reimbursement*

- Does application involve purchasing land, facilities, or equipment valued over \$5,000.00? If so, provide a list.

A: *No.*

- List any future costs related to grant project including maintenance, on-going contractual costs, replacement costs, or any other operating costs. If applicable, estimate any annual recurring costs.

A: *N/A*

- If new positions or retained positions are a component, identify how many (full/part time), job title and requirements after grant period is over.
- A: *N/A*

Background:

This grant was first brought to my attention by CDA staff late in 2021. The funding is originally derived from the “CARES Act”, with the US Forest Service as the granting agency, while the CDA is the administering agency. This was one of the most informal grant applications that I have engaged in during my employment with the county. CDA staff requested a short one to two paragraph proposal unlike other grants that required much more initial documentation\work. As first related by the CDA, the funding was anticipated to be available during the 2022 season.

Organizational issues within the CDA resulted in a postponement of the program until early this year. I feel that this funding will help compliment the funding (\$10,000) that was provided to the department in 2022 by the Upper Huerfano Conservation District (UHCD). This funding will be utilized in much the same manner as the UHCD funding has been, namely assistance for properties that otherwise would (or should) be subject to enforcement actions. By demonstrating effective means of controlling noxious plant species through our assistance efforts we are able to forge a greater awareness and level of education to the public as it relates to noxious plant species. This ensures that it is simply more than department staff and a select few individuals that actively identify and treat problematic noxious species with the most effective means of control available.

Keywords:

- 1) **Stewardship**
- 2) **Conservation**
- 3) **Assistance**
- 4) **Compliance**
- 5) **Awareness**
- 6) **Resiliency**

Signature of the Chair

Approved

Denied



STATE OF COLORADO

Department of Agriculture

ORDER		*****IMPORTANT*****				
Number:	POGG1,BDAA,202300003181	The order number and line number must appear on all invoices, packing slips, cartons, and correspondence.				
Date:	3/10/23					
Description:		BILL TO				
Huerfano County USFS SPF-DSF		Conservation Services 305 Interlocken Parkway Broomfield, CO 80021				
Effective Date:	03/17/23	SHIP TO				
Expiration Date:	12/31/24					
BUYER		Conservation Services 305 Interlocken Parkway Broomfield, CO 80021				
Buyer:						
VENDOR		SHIPPING INSTRUCTIONS				
HUERFANO COUNTY Treasurer's Office 401 MAIN ST STE 206 WALSENBURG, CO 81089						
Contact:	Charles Bryant	Delivery/Install Date: - FOB:				
Phone:	719-989-1353					
VENDOR INSTRUCTIONS						
EXTENDED DESCRIPTION						
<p>Pursuant to Colorado Code of Regulations 101-1, Chapter 3-1.6.5 you are hereby notified that any and all provision(s) applied to this Small Dollar Grant Award that conflicts with Colorado law C.R.S. 24-106-109 are null and void.</p> <p>This Small Dollar Grant Award is subject to the State of Colorado Small Dollar Grant Award (SDGA) Terms and Conditions which can be found at https://osc.colorado.gov/spco/central-contracts-unit/purchase-order-terms-conditions. By accepting this purchase order and/or providing the goods and/or services to the State, you agree to be bound by and accept the State of Colorado Purchase Order Terms and Conditions unless there is a separate agreement with the State which governs.</p>						
Line Item	Commodity/Item Code	UOM	QTY	Unit Cost	Total Cost	MSDS Req.
1	G1000		0	0.00	\$25,000.00	<input type="checkbox"/>
Description: Huerfano County 2023 USFS SPF-DSF Grant						
Service From: 03/17/23			Service To: 12/31/24			
TERMS AND CONDITIONS						
https://www.colorado.gov/osc/purchase-order-terms-conditions						



STATE OF COLORADO
Department of Agriculture

DOCUMENT TOTAL = \$25,000.00

EXHIBIT A, STATEMENT OF WORK

2022 USDA Forest Service
State and Private Forestry – Disaster Supplemental Funding Grant
Colorado Invasive Species Plant Management

I. Project Description / Objectives

This project will focus on surveying for and treatment of List B noxious weed species on public and private lands in Huerfano County, Colorado. Goals include detection and treatment of undocumented populations, treatment, containment, and suppression of known populations, and increasing public awareness of the impacts of noxious weeds through education.

II. Contractor

Contractor Legal Name: Huerfano County
 Contractor dba: Huerfano County Government
 Contractor UEI: DL84BCKRKZC7
 Contractor Designation: Sub-recipient
 Grantor Agency: USDA Forest Service
 Grant Award Number: 22-DG-11021600-014
 CFDA Number: 10.680

III. Definitions

CDA or The State	Colorado Department of Agriculture or State of Colorado
Contractor or Grantee	Used interchangeably as the party receiving the grant award
EDDMapS	Early Detection & Distribution Mapping System
EDRR	Early Detection & Rapid Response
Encumbrance Document	The document provided by the State as the formal commitment voucher. Encumbrance, POGG1, Grant Agreement or Purchase Order Grant are used interchangeably, and all referred as the Encumbrance Document.
GPS	Global Positioning System
Noxious Weeds	Title 35, Article 5.5, Colorado Noxious Weed Act, and the weed species listed at https://www.colorado.gov/ag/weeds
Quarter	A period of 3 months Quarter 1: April-June Quarter 2: July-September Quarter 3: October-December Quarter 4: January-March
SFY	State Fiscal Year, July 1 – June 30
SOW	Statement of Work
SPF	State & Private Forestry
UEI	Unique Entity Identifier
USDA	United States Department of Agriculture
USFS	United States Forest Service

IV. Personnel

The State relied, in part, in the awarding of this grant upon the qualifications of the Contractor's Key Personnel.

1. Key Personnel List

The State considers the following positions, and the assigned Contractor Personnel, to be key personnel:

- a. Charles Bryant, Senior Weed Specialist and Project manager
- b. Angela Safranek, USFS Representative, Pike & San Isabel Forest, Cimarron & Comanche National Grasslands

2. Replacement

Contractor shall immediately notify the State in writing if any Key Personnel cease to serve. Provided there is a good-faith reason for the change, if Contractor wishes to replace its Key Personnel, it shall notify the State within 2 weeks for review and approval. Such approval is at the State's sole discretion.

Such notice shall specify why the change is necessary, who the proposed replacement is, what their qualifications are, and when the change would take effect. Anytime Key Personnel cease to serve, the State, in its sole discretion, may direct Contractor to suspend Work until such time as their replacements are approved. The State shall not compensate the Contractor at a higher rate for Replacement Key Personnel.

Changes to Personnel and Deadlines, except the Effective Date, may be adjusted by mutual written agreement of the Contractor and the State. Exclusively for the purposes of modifying the deadlines and personnel in this SOW, email shall suffice as sufficient written documentation. Extending the SOW or encumbrance document requires a formal modification to the State's encumbrance document.

V. Performance Activities

1. The Contractor shall manage the Project.
 - a. The Effective Date of this SOW is listed on the POGG1 cover page. The period of performance must be within the dates of the cover page.
 - b. Participate in a post-award discussion with the CDA Project Manager (can be via email or virtual meeting),
 - c. Communicate progress with USFS Representative,
 - d. Create Quarterly Progress Reports,
 - e. Create a Final Report,
 - f. Hire and/or retain and train staff as needed,
 - g. Purchase equipment and supplies,
 - h. Locate, identify and treat noxious weeds,
 - i. Track acres treated and acres restored,
 - j. Monitor treated areas for effectiveness,
 - k. Submit species occurrence data to EDDMapS,
 - l. Produce education and outreach materials, and
 - m. Provide one success story of the project (with photos) with the final report.

VI. Performance Standards and Requirements

1. The Contractor's grant application may be interpreted as the prior, express condition of an "Agreed upon" alternative, unless otherwise specified herein or within the Contractor's award notice. The order of precedence for this encumbrance shall be:
 - a. Exhibit B, Federal Terms and Conditions,

- b. The [State of Colorado Small Dollar Grant Award \(SDGA\) Terms & Conditions](https://osc.colorado.gov/spco/central-contracts-unit/purchase-order-terms-conditions), which are periodically updated and can be found at <https://osc.colorado.gov/spco/central-contracts-unit/purchase-order-terms-conditions>
 - c. Exhibit A, Statement of Work
2. The content of electronic documents and information contained on CDA websites may be updated periodically during the term of this agreement. The Contractor shall monitor documents and website content for updates and comply with all updates.
 - a. A list of noxious weeds species is available at: <https://www.colorado.gov/ag/weeds>
3. The Contractor shall locate, identify and treat the following noxious weeds:
 - a. List B Species:
 1. Perennial pepperweed (*Lepidium latifolium*) (approximately 7 gross acres)
 2. Russian knapweed (*Acrotilon repens*) (approximately 30 gross acre)
 3. Spotted knapweed (*Centaurea stoebe*) (approximately 15 gross acres)
 4. Diffuse knapweed (*Centaurea diffusa*)(approximately 20 gross acres)
 5. Leafy spurge (*Euphorbia esula*) (approximately 40 gross acres)
 6. Scotch thistle (*Onopordum acanthium* & *O. tauricum*) (approximately 50 gross acres)
4. The Contractor shall utilize integrated weed management techniques to manage and remove invasive and noxious species that will include biological, cultural, mechanical and/or chemical control methods.
5. The Contractor shall track acres treated and acres restored and monitor treated areas for effectiveness.
 - a. Use photo points throughout the course of the project to show progress, along with entries and re-visits in EDDMapS, and
 - b. Report on at least one success story (with photos) that occurred due to the project.
6. The Contractor shall use best practices when completing restoration activities, including those that do not directly involve noxious weeds.
7. The Contractor shall conduct education and outreach activities.
 - a. Hold trainings\presentations concerning identification and control options.
 - b. Produce and distribute CWMA noxious weed identification booklets along with the knapweed and thistle identification booklets
 - c. publishing some Huerfano County specific "most wanted" or "hot spots" type identify and control option literature.
8. The Contractor shall purchase necessary weed control equipment and supplies. Only purchases made within the POGG1 dates are reimbursable. The State will not be responsible for any applicable taxes or costs outside of the POGG1 performance dates.
9. The Contractor shall strictly follow all label directions for herbicides and use appropriate personal protective equipment during applications.
10. The Contractor shall follow best practices for all treatment methods.
11. The Contractor shall obtain all necessary permits for all activities and follow all applicable laws, regulations, ordinances and similar requirements.
12. All reports and other submittals, except map data, shall:
 - a. Be submitted on a template supplied by CDA or other agreed format,
 - b. Be created in .docx or other agreed upon electronic document format, and
 - c. Be submitted electronically via email to the CDA Project Manager.
13. For map data, the Contractor shall geo-reference and report accurate locations of targeted noxious weed populations.

- a. The Contractor shall use a handheld GPS-enabled device or website.
- b. Enter point, line and/or polygon noxious weed data into EDDMapS West.
EDDMapS West online spatial database and mobile applications for iPhone and Android can be found at the following website: <https://www.eddmaps.org/mrwc/>
- c. Each data point, line and/or polygon needs to include required corresponding ancillary information. These required fields can be found in the document titled “2022 Updated Data Standards.” This document will be sent with your Purchase Order Grant (POGG1). Required fields are outlined on Pages 6 & 7.
- d. This work includes preparation, field survey, data collection, quality control checks, data entry, and map production.

14. Quarterly reports shall:

- a. Be submitted on a template supplied by CDA, and
- b. Be submitted via email to the CDA Project Manager and to your USFS Representative.

15. The Final Report shall:

- a. Be submitted on a template supplied by CDA,
- b. Include requested information on the report form itself, as well as other documentation described on the Final Report template, and
- c. Be signed by your USFS Representative.

VII. Deliverables and Acceptance

- 1. The Contractor shall enter noxious weed data following Section VI.13 above, prior to submitting the Final Report.
- 2. The Contractor shall submit Quarterly Reports to the CDA Project Manager no later than 15 calendar days after the end of each quarter.
- 3. The Contractor shall submit a Final Report to the CDA Project Manager no later than the expiration date of the POGG1 cover page.
- 4. The Contractor shall keep their USFS Representative informed at all reporting deadlines.

VIII. Budget

This SOW contains federal funds.

Performance Activity	Description	USFS SPF-DSF Funds
Personnel	Surveying/monitoring of noxious weeds (approximatley 375 hours @ \$20/hour + chemical treatment @375 hours @\$20/hour	\$15,000
Supplies & Materials	Education & outreach materials (brochures, training, etc.)	\$5,000
	Herbicides, surfactants\adjuvants, dye, PPE, spray nozzles, sprayers, etc.	\$5,000
Total		\$25,000

The Contractor shall manage all budgets by line as they appear in this **Budget** section. The Contractor is authorized to move funds among budget lines only with the prior, expressed written permission of the CDA Project Manager. A request to move funds shall be accompanied by an updated budget and justification for the move. Any changes in expenditures affecting greater than 10% of the grant amount must be approved in writing, in advance, by CDA. This may be accomplished electronically.

IX. Invoicing

1. To receive reimbursement under the Purchase Order Grant, the Contractor shall submit a signed Invoice Form. The Invoice Form must reference the POGG1 number and include an invoice number. Expenditures shall be in accordance with this Statement of Work and Budget.
2. The Contractor shall retain a copy of all grant documents and make them available upon request, for three years following the expiration date of the encumbrance.
3. The Contractor shall submit the following documentation with the completed invoice, including but not limited to:
 - a. Certified payroll records for personnel expenses to be reimbursed,
 - b. Receipts for direct costs and expenditures,
 - c. Copies of educational materials produced with grant funds,
 - d. The amount of actual acres treated and acres restored,
 - e. One success story from the project that includes pictures,
 - f. Indication of EDDMapS data entry, and
 - g. Other documentation requested by the CDA Project Manager necessary to support the invoice.
4. Scan the completed and signed Invoice Form and supporting documentation into an electronic document. Email the Invoice form and supporting documentation to the CDA Project Manager.

Emily Gilbert, CDA Project Manager
Conservation Services Division
Colorado Department of Agriculture
305 Interlocken Parkway
Broomfield, Colorado 80021
Office: 303-869-9036
Mobile: 720-392-4120
emily.a.gilbert@state.co.us

5. Final invoicing must be received by the State within 45 days after the expiration or termination of the Purchase Order Grant. Refer to the POGG1 cover page for this date. If additional time is needed, contact the CDA Project Manager immediately.
6. Acceptance:
Please review the attached Exhibit B, Federal Terms and Conditions and the [State of Colorado Small Dollar Grant Award \(SDGA\) Terms & Conditions](#), which can be found at <https://osc.colorado.gov/spco/central-contracts-unit/purchase-order-terms-conditions> as they are requirements of this Grant to which you Grantee agree by accepting the Grant Funds.

EXHIBIT B, FEDERAL PROVISIONS

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. 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. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1
 - 2.1.5. “Grant” means the Grant to which these Federal Provisions are attached.
 - 2.1.6. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached.
 - 2.1.7. “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.
 - 2.1.8. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- 2.1.8.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 2.1.8.2. Is not organized primarily for profit; and
 - 2.1.8.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.9. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.10. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.11. “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.
- 2.1.12. “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.
- 2.1.13. “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.
- 2.1.14. “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>.
- 2.1.15. “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. “Unique Entity ID” means the Unique Entity ID established by the federal government for a Grantee at <https://sam.gov/content/home>.
- 2.1.18. “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.

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.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID 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. Unique Entity ID. Grantee shall provide its Unique Entity ID to its Prime Recipient, and shall update Grantee’s information at <http://www.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 contracts and subcontracts 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 contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

- 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 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.
- 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. If Grantee is a Subrecipient, Grantee shall report as set forth below.
- 8.1.1. To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM *for each* 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:
- 8.1.1.1. Subrecipient Unique Entity ID;
 - 8.1.1.2. Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;
 - 8.1.1.3. Subrecipient parent's organization Unique Entity ID;
 - 8.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
 - 8.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
 - 8.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
- 8.1.2. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Grant, the following data elements:
- 8.1.2.1. Subrecipient's Unique Entity ID as registered in SAM.

- 8.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

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 contracts 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 SUBRECEPIENT CONTRACTS.

- 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 subcontracts entered into by it pursuant to this Grant.
- 12.1.1. [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.
- 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 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,” 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.
- 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. Contracts 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 contract 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 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.
- 12.1.7. 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.
- 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.

13. CERTIFICATIONS.

- 13.1. 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.

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



HUERFANO COUNTY GOVERNMENT GRANT APPROVAL MEMORANDUM

Date: 4/20/23
To: Huerfano County Board of County Commissioners
From: Charles Bryant-Huerfano County Noxious Weed Manager
Cc: Carl Young, County Administrator
Re: NWF 2023
Attachments:

1) NWF 2023 Statement of Work

Summary: This grant will be used to fund the seasonal technician position within the Huerfano County Noxious Weed Department

Requested Motion/Action:

- To approve the NWF 2023 funding request provided by the Colorado Department of Agriculture in the amount of \$19,140 and to authorize the Chair or designee to sign all necessary documents.

Grant Program: In this section and each of the following sections write a narrative that includes answers to the questions in each section. Be as concise as possible, but be sure to explain anything that could bring up questions for the BOCC or the public. These memos should rarely exceed two pages.

- **Name of Grant:** NWF 2023
- What is the general purpose of the grant?
A: ***To fund the seasonal technician position within the department***
- Identify if a Federal, State, or private foundation grant.
A: ***State***
- Identify Agency administering the grant.
A: ***Colorado Department of Agriculture***
- Is the grant a federal pass-through? If yes, what is the federal source?
A: ***No***
- Identify whether it is formula or competition grant
A: ***Competitive***
- To the extent possible describe the anticipated timeline for notification and contract
A: ***May 1st, 2023 through December 31st, 2023***

Our Project:

- Which departments and personnel will be involved in the project?

A: ***Both staff members (Smircich and Bryant) will carry out the defined performance activities.***

- Are we collaborating with any outside agencies or community groups? If so, what is the nature of that collaboration.

A: Yes, as in years past we are applying with our partnering agencies within the Upper Arkansas Weed Management Cooperative Area. The Fremont Conservation District is the defined contractor\point of contact for the program. We have participated in this partnership\ funding opportunity since 2018. Through this partnership, members are able to leverage each others resources for the required 50\50 match. Also, a considerable amount of the reporting\administrative work is carried out by the primary contractor (Fremont Conservation District).

Alignment with County Objectives:

- What do we want to gain from this grant program?

A: ***Funding for the seasonal technician position within the department***

- Why are we applying?

A: ***To offset the cost of labor that Huerfano County would otherwise have to fully assume***

- Describe how the grant aligns with the strategic priorities of the County.

A: ***This grant assists the County towards it's goal of being good stewards of the exceptional lands within our jurisdiction. It also aids towards county compliance with the Colorado Noxious Weed Act, especially as it relates to "the dissemination of technical and financial resources" to the public as directed in the Act.***

- Describe how the grant aligns with the Department's mission and goals.

A: ***This grant enhances the department's ability to assist the public with the detection and control of eligible noxious plant species. Specific goals addressed include: dissipation of technical and financial resources, the detection and documentation of affected acres within our jurisdiction, the reduction of infested acres within our jurisdiction and assists multiple stakeholders realize our ultimate mission of creating highly resilient native\desirable plant communities capable of self-regeneration. Doing so assists agricultural producers, conserves vital wildlife habitat and enhances recreational opportunities. The grant also assists towards the completion of CDA defined species containment goals.***

- Does it pay for something the County already does?

A: ***Yes, it provides additional department resources which aide the advancement of department goals and objectives.***

Financial Considerations:

- How much funding will the Department/County receive from the grant?

A: ***\$19,140***

- Is there a county match required? If yes, identify type and source.

A: ***Yes, it is a 50/50 match. As in previous funding cycles, the cost of labor for the department manager (Bryant) will be used as the matching component.***

- Identify funding method, whether it is a reimbursement grant or advanced funding.

A: ***Reimbursement***

- Does application involve purchasing land, facilities, or equipment valued over \$5,000.00? If so, provide a list.

A: ***No***

- List any future costs related to grant project including maintenance, on-going contractual costs, replacement costs, or any other operating costs. If applicable, estimate any annual recurring costs.

A: *N/A*

- If new positions or retained positions are a component, identify how many (full/part time), job title and requirements after grant period is over.

A: *N/A*

Background:

Huerfano County has applied for and received funding through this program every year since 2018. This is perhaps the most important outside funding resource that we receive within the department given the fact that it funds one of the two positions within the department utilizing a matching component that is not an additional expense to the county. As mentioned previously the matching component is the department manager’s cost of labor which an already anticipated expense. The statement of work\deliverables align with those reflected in previous funding cycles (2018-2022).

Keywords: Stewardship, Land Conservation, Healthy Landscapes, Cooperative Effort

Signature of the Chair

Approved

Denied

EXHIBIT A, STATEMENT OF WORK

Freemont Conservation District
Upper Arkansas Cooperative Weed Management Area
 Colorado Department of Agriculture
 2023 Noxious Weed Program Grants
 Weed Management Fund
DRAFT

I. Project Description / Objectives

This project will focus on surveying for, treating and monitoring a subset of noxious weeds on lands within Chaffee, Custer, Fremont, Huerfano, Lake, Park and Teller Counties. These counties are all part of the Upper Arkansas Cooperative Weed Management Area (CWMA). Treatments include ground-based and cost-share methods. Interagency prevention and education efforts will also be a part of this grant, including the planning and implementation of the Upper Arkansas CWMA annual conference.

II. Contractor

Contractor Legal Name: Fremont Conservation District
 Contractor dba: Fremont CD or Upper Arkansas CWMA
 Contractor Designation: Contractor

III. Definitions

CD	Conservation District
CDA or The State	Colorado Department of Agriculture or State of Colorado
Contractor or Grantee	Used interchangeably as the party receiving the grant award
dba	“doing business as” or any nicknames or abbreviations that the grantee goes by
EDDMapS	Early Detection & Distribution Mapping System
EDRR	Early Detection & Rapid Response
Encumbrance Document	The document provided by the State as the formal commitment voucher. Encumbrance, POGG1, Grant Agreement or Purchase Order Grant are used interchangeably, and all referred as the Encumbrance Document.
GPS	Global Positioning System
Noxious Weeds	Title 35, Article 5.5, Colorado Noxious Weed Act, and the weed species listed at https://www.colorado.gov/ag/weeds
Quarter	A period of 3 months Quarter 1: April-June Quarter 2: July-September Quarter 3: October-December Quarter 4: January-March
SFY	State Fiscal Year, July 1 – June 30
SOW	Statement of Work

IV. Personnel

The State relied, in part, in the awarding of this grant upon the qualifications of the Contractor's Key Personnel.

1. Key Personnel List

The State considers the following positions, and the assigned Contractor Personnel, to be key personnel:

- a. Debbie Mitchell, Fremont CD District Manager and Project Manager
- b. Kayla Malone, Chaffee County Weed Manager
- c. Brittany Pierce, Fremont County Weed Manager
- d. Charles Bryant, Huerfano/Custer Counties Weed Manager
- e. Marisa Neuzil, Teller-Park Counties Weed Coordinator

2. Replacement

Contractor shall immediately notify the State in writing if any Key Personnel cease to serve. Provided there is a good-faith reason for the change, if the Contractor wishes to replace its Key Personnel, it shall notify the State within 2 weeks for review and approval. Such approval is at the State's sole discretion.

Such notice shall specify why the change is necessary, who the proposed replacement is, what their qualifications are, and when the change would take effect. Anytime Key Personnel cease to serve, the State, in its sole discretion, may direct Contractor to suspend Work until such time as their replacements are approved. The State shall not compensate the Contractor at a higher rate for Replacement Key Personnel.

Changes to Personnel and Deadlines, except the Effective Date, may be adjusted by mutual written agreement of the Contractor and the State. Exclusively for the purposes of modifying the deadlines and personnel in this SOW, email shall suffice as sufficient written documentation. Extending the SOW or encumbrance document requires a formal modification to the State's encumbrance document.

V. Performance Activities

The Contractor shall manage the Project.

- a. The Effective Date of this SOW is listed on the POGG1 cover page. The period of performance must be within the dates of the cover page.
- b. Participate in the post-award online webinar offered in May, 2023, (or review the recording) and agree to deadlines and deliverables,
- c. Create Quarterly Progress Reports,
- d. Create a Final Report,
- e. Hire and/or retain and train staff as needed,
- f. Hire contractors as needed,
- g. Administer a cost-share program,
- h. Purchase materials and supplies,
- i. Produce educational materials and conduct outreach activities,
- j. Locate, identify and treat noxious weeds,
- k. Track acres treated and acres restored,
- l. Monitor treated areas for effectiveness, and
- m. Submit species occurrence data to EDDMapS.

VI. Performance Standards and Requirements

1. The Contractor's grant application may be interpreted as the prior, express condition of an "Agreed upon" alternative, unless otherwise specified herein or within the Contractor's award notice. The order of precedence for this encumbrance shall be:

- a. The [State of Colorado Small Dollar Grant Award \(SDGA\) Terms & Conditions](#), which are periodically updated and can be found at <https://osc.colorado.gov/spco/central-contracts-unit/purchase-order-terms-conditions>, and
 - b. Exhibit A, Statement of Work
2. The content of electronic documents and information contained on CDA websites may be updated periodically during the term of this agreement. The Contractor shall monitor documents and website content for updates and comply with all updates.
 - a. A list of noxious weeds species is available at: <https://www.colorado.gov/ag/weeds>
 3. The Contractor shall locate, identify and treat the following noxious weeds:
 - a. List A Species:
 1. Elongated mustard (approximately 2,500 gross acres)
 2. Giant reed (approximately 10 gross acres)
 3. Knotweeds (approximately 10 gross acres)
 4. Myrtle spurge (approximately 10 gross acres)
 - b. List B Species:
 1. Bull thistle (approximately 1 infested acre)
 2. Black henbane (approximately 1 infested acre)
 3. Canada thistle (approximately 275 infested acres)
 4. Common tansy (approximately 1 infested acre)
 5. Dalmatian toadflaxes (approximately 2 infested acres)
 6. Diffuse knapweed (approximately 25 infested acres)
 7. Hoary cress (approximately 37 infested acres)
 8. Houndstongue (approximately 2 infested acres)
 9. Leafy spurge (approximately 17 infested acres)
 10. Musk thistle (approximately 122 infested acres)
 11. Oxeye daisy (approximately 1 infested acre)
 12. Perennial pepperweed (approximately 6 infested acres)
 13. Russian knapweed (approximately 26 infested acres)
 14. Russian olive (approximately 9 infested acres)
 15. Salt cedars (approximately 2 infested acres)
 16. Scentless chamomile (approximately 7 infested acres)
 17. Scotch thistles (approximately 40 infested acres)
 18. Spotted knapweed (approximately 12 infested acres)
 19. Teasels: common/cutleaf (approximately 1 infested acre)
 20. Yellow toadflax (approximately 7 infested acres)
 4. The Contractor shall utilize integrated weed management techniques to manage and remove invasive and noxious species that will include biological, cultural, mechanical and/or chemical control methods.
 5. The Contractor shall track acres treated and acres restored and monitor treated areas for effectiveness.
 - a. Use photo points throughout the course of the project to show progress, along with entries and re-visits in EDDMapS.
 6. The Contractor shall use best practices when completing restoration activities, including those that do not directly involve noxious weeds.
 7. The Contractor shall implement a landowner cost-share program.
 - a. Retain lists of participants, and
 - b. Keep records of match provided by landowners (1:1 minimum match).

8. The Contractor shall conduct education and outreach activities.
 - a. Educate private landowners and professionals on the identification, management, and consequences of noxious weeds. This can be done through a variety of ways including, but not limited to: sending informational mailings, publishing newspaper articles, giving presentations, meeting with local landowners and associations, producing trail signs, etc.
 - b. Produce and/or distribute educational reference guides as needed.
 - c. Organize and hold the Upper Arkansas CWMA Annual Conference.
9. The Contractor shall purchase necessary weed control equipment and supplies. Only purchases made within the POGG1 dates are reimbursable. The State will not be responsible for any applicable taxes or costs outside of the POGG1 performance dates.
10. The Contractor shall strictly follow all label directions for herbicides and use appropriate personal protective equipment during applications.
11. The Contractor shall follow best practices for all treatment methods.
12. The Contractor shall obtain all necessary permits for all activities and follow all applicable laws, regulations, ordinances and similar requirements.
13. All reports and other submittals, except map data, shall:
 - a. Be submitted on a template supplied by CDA or another agreed format,
 - b. Be created in .docx or other agreed upon electronic document format, and
 - c. Be submitted electronically via email to the CDA Project Manager.
14. For map data, the Contractor shall geo-reference and report accurate locations of targeted noxious weed populations.
 - a. The Contractor shall use a handheld GPS-enabled device or website.
 - b. Enter point, line and/or polygon noxious weed data into EDDMapS West. EDDMapS West online spatial database and mobile applications for iPhone and Android can be found at the following website: <https://www.eddmaps.org/>
 - c. Each data point, line and/or polygon needs to include required corresponding ancillary information. These required fields can be found in the document titled "2022 Updated Data Standards." This document will be sent with your Purchase Order Grant (POGG1). Required fields are outlined on Pages 6 & 7.
 - d. This work includes preparation, field survey, data collection, quality control checks, data entry, and map production.
15. Quarterly reports shall:
 - a. Be submitted on a template supplied by CDA, and
 - b. Be submitted via email to the CDA Project Manager.
16. The Final Report shall:
 - a. Be submitted on a template supplied by CDA,
 - b. Include requested information on the report form itself, as well as other documentation described on the Final Report template, and

VII. Deliverables and Acceptance

1. The Contractor shall enter noxious weed data following Section VI.14 above, prior to submitting the Final Report.
2. The Contractor shall submit Quarterly Reports to the CDA Project Manager no later than 30 calendar days after the end of each quarter.
3. The Contractor shall submit a Final Report to the CDA Project Manager no later than the expiration date of the POGG1 cover page.

VIII. Budget

This SOW contains state funds.

Performance Activity	Description	SFY23 Funds	SFY24 Funds	Weed Fund Totals:	Matching Funds**
Personnel	Seasonal labor	\$21,000	\$45,140	\$66,140	\$126,215
Contracted Services	Elongated mustard applications	\$2,500	\$6,000	\$8,500	
Cost-Share Program	1:1 landowner match	\$9,000	\$19,000	\$28,000	
Outreach/Education	Eradicate List A project, annual conference, etc.	\$2,400	\$6,200	\$8,600	
Supplies	Mapping (licenses, software, etc.)	\$550	\$1,200	\$1,750	
	Truck mileage (1,560 miles x \$0.625/mile)	\$300	\$675	\$975	
	UTV at \$15/hr (30 hrs)	\$150	\$300	\$450	
	Herbicides, hand tools, PPE, phones	\$3,300	\$5,800	\$9,100	
	Biocontrol Subscription	\$400	\$900	\$1,300	
Administration	Max is 5% of grant total	\$400	\$1,000	\$1,400	
	Totals:	\$40,000	\$86,215	\$126,215	
	Cumulative Total	\$126,215			

*As per usual, funding for SFY24 is expected but not guaranteed until the Long Bill is finalized. That should occur in May, 2023.

**This grant requires a 1:1 match of funding.

1. Funding includes funds from both SFY 2023 and SFY 2024. Funds may only be expended in the SFY for which they are intended. Any invoice submitted for work completed up to June 30, 2023, cannot exceed the total amount of SFY 2023 funds as shown in the table above.
2. The Contractor shall manage all budgets by line as they appear in this **Budget**. The Contractor is authorized to move funds among budget lines only with the prior, expressed written permission of the CDA Project Manager. A request to move funds shall be accompanied by an updated budget and justification for the move. Any changes in expenditures affecting greater than 10% of the grant amount must be approved in writing, in advance, by CDA. This may be accomplished electronically. Funds are NOT authorized to be moved among SFY or among columns.
3. The Contractor can incur matching expenses, including in-kind contributions, up to 90 days prior to the start date of this Grant Agreement. Matching expenses must meet the requirements of the Request for Applications. Documentation of matching expenses shall be submitted with the Final Invoice.

IX. Invoicing

1. To receive reimbursement under the Purchase Order Grant, the Contractor shall submit a signed Invoice Form. The Invoice Form must reference the POGG1 number and include an invoice number. Expenditures shall be in accordance with this Statement of Work and Budget.
2. The Contractor shall retain a copy of all grant documents and make them available upon request, for three years following the expiration date of the encumbrance.
3. The Contractor shall submit the following documentation with the completed invoice, including but not limited to:
 - a. Certified payroll records for personnel expenses to be reimbursed,
 - b. Invoices for contracted services,
 - c. Records of cost-share participants and funds granted,
 - d. Receipts for direct costs and expenditures,
 - e. Copies of educational items produced with grant funds,
 - f. Photo-points showing treatment of target species (a minimum of one per species),
 - g. The number of actual acres treated, and acres restored,
 - h. Indication of EDDMapS data entry,
 - i. Itemized matching expenses and proof of in-kind match contributions, and
 - j. Other documentation requested by the CDA Project Manager necessary to support the invoice.
4. Scan the completed and signed Invoice Form and supporting documentation into an electronic document. Email the Invoice form and supporting documentation to the CDA Project Manager.

Patty York, CDA Project Manager
 Conservation Services Division
 Colorado Department of Agriculture
 305 Interlocken Parkway
 Broomfield, Colorado 80021
 Office: 303-869-9035
 Mobile: 303-241-7908
patty.york@state.co.us

5. Final invoicing must be received by the State within 45 days after the expiration or termination of the Purchase Order Grant. Refer to the POGG1 cover page for this date. If additional time is needed, contact the CDA Project Manager immediately.
6. Acceptance:
 Please review the [State of Colorado Small Dollar Grant Award \(SDGA\) Terms & Conditions](#), which can be found at <https://osc.colorado.gov/spco/central-contracts-unit/purchase-order-terms-conditions> as they are requirements of this Grant to which you Grantee agree by accepting the Grant Funds.



**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 Jose & Lisa Perez. Who own A parcel of land located in Yellowstone Creek Ranch Lot 28, TWP 28, RNG 69, SEC 17 (parcel 429283) , zoned agricultural (see parcel map) After investigating, the property, there is one structure currently on the property.

The land owners currently have a 1000 gallon cistern at there vacation house and occasionally need water hauled up to fill it and are requesting a bulk water permit to haul water from Gardner.

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

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



▼ PEREZ, JOSE A & LISA A Item 7q.

Show search results for PEREZ, ...



105 12512 37.61395 Degrees **100ft**

ACCOUNT FILE MAINTENANCE

INQUIRY ONLY

Item 7q.

Account Name PEREZ, JOSE A & LISA A
 Address 1 15930 SPRINGHILL CT
 Address 2 WELLINGTON
 Address 3
 Address 4
 State/Zip FL 33414 0000
 Property YELLOWSTONE CREEK RD # 01550
 Map Num 28-5153-081-01-028

429283 Flag R LEGAL DESCRIPTION
 LOT 28 YELLOWSTONE CREEK RANCH AKA TWP 28 RNG 69:
 SEC 17: SE4NE4 40.23 A.
 REC#354344-MAP#445
 274-97 373-132-133 374-127
 374-128 377-272-273 #351024

Prev Name1 BLUEGREEN CORPORATION OF THE
 Prev Name2 10920 SPLT:YELLOWSTONE SUB MAP445
 Use 1212 City 00000 Subdv 0710
 Anlys SF8 Tax/Dst 100 Zone 0D
 Exempt Late Filing Advrt Y Bnkrpt N
 ACRES: Master Legal Value Ignore PP \$
 0000004023 000 4023 NOV # NOD #

VALUES-ASSD TAXABLE EXEMPT
 LAND 3650
 IMPROVMENT 13944

TOTALS 17594
 \$ 15080 Exemption N

CHANGES

Parcel On 07/17/2018 By COHUMELI
 Name On 09/10/2015 By COHUPTON
 Values On 03/28/2017 By COHUMELI
 Legal On 02/17/2016 By COHUPKAT

CMD1-Value Change
 CMD2-Legal Change
 CMD3-Both Changes
 CMD4-Sales Change
 CMD22-Abort Entry
 HELP-More Details

429283

Item 7q.

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:

Jose + Lisa Perez to become effective on now 3-13-23
(Printed Name) ("Effective Date").

Applicant is requesting bulk water as a:

County Resident: _____ Non County Resident:

Licensed Contractor of Huerfano County _____

Physical address of property where water will be used:
1530 Yellowstone Creek Rd. Gardner, Co 81040

In space provided please explain why you are requesting to open a bulk water account:

We have a 1000 gallon cistern at our vacation house + occasionally need water hauled up to fill

I show this property in CAVEIRA

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: [Signature]

DL
7670-421-06-177-0 Jose Peru
5454 521-65 68-1
DL# _____ State FL Expires 5/27/30
Expiration date 2/12/08 5-27-65 05/27/66
e-mail address: peru23047e@icloud.com

Phone number: 561 951-5104

Application received by: _____
Office Representative

Date: 3-14-23

Date application received by Public Works Director: _____



368319

Page 1 of 2
07/05/2005 09 17A
D 10 00**WHEN RECORDED RETURN TO:**

Name: JOSE A. PEREZ
Address: 15930 SPRINGHILL CT.
 WELLINGTON, FL 33414

WARRANTY DEED

THIS DEED, made this 29th day of June, 2005, between BLUEGREEN CORPORATION OF THE ROCKIES, A DELAWARE CORPORATION whose legal address is 6719 JANWAY RD., RICHMOND VA23228, grantor, and JOSE A. PEREZ AND LISA A. PEREZ whose legal address is 15930 SPRINGHILL CT., WELLINGTONFL33414, grantee:

WITNESS, that the grantor, for and in consideration of the sum of \$100,000.00, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantees, their heirs and assigns forever, not in tenancy in common but in **joint tenancy**, all the real property, together with improvements, if any, situate, lying and being in the said County of Huerfano and State of Colorado described as follows:

LOT 28, YELLOWSTONE CREEK RANCH, ACCORDING TO THE MAP FILED JUNE 13,2002 AT RECEPTION NO. 354344, AS MAP NO. 445, COUNTY OF HUERFANO, STATE OF COLORADO

also known by street and number as:

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and 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, his heirs and assigns forever. And the grantor, for himself, his heirs, and personal representatives, does covenant, grant, bargain, and agree to and with the grantee, his heirs and assigns, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible



368319
Page: 2 of 2
07/05/2005 08:17A

estate of inheritance, in law, 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 2005 taxes and all subsequent years. Also subject to those specific exceptions described by reference to recorded documents as reflected in title documents accepted by Buyer in accordance with §8a of the Contract to Buy and Sell Real Estate dated JUNE 12, 2005 and incorporated herein by reference.

The grantor shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

BLUEGREEN COPPORATION OF THE ROCKIES

Jeff M. Loholdt
BY: JEFFREY LOHOLDT, VICE-PRESIDENT

STATE OF VIRGINIA)
) ss.
COUNTY OF)
Henri Co.

On this 29 day of June, 2005, before me, the undersigned, a Notary Public, in and for said State, personally appeared BLUEGREEN CORPORATION OF THE ROCKIES, A DELAWARE CORPORATION, BY: JEFFREY LOHOLDT, VICE-PRESIDENT, known to me, and/or identified to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.
My commission expires March 31, 2006

Indrawati Khuldip
INDRAWATI KHUDLIP
Notary Public

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



HUERFANO COUNTY GOVERNMENT BRIEFING MEMORANDUM

Date: April 25, 2023
To: Huerfano County Board of County Commissioners
From: Carl Young, County Administrator and Kim Trujillo, Finance Officer
Re: Update on Audit Preparation and Accounting Policy Consulting

Summary: As you know we have been working with DMC Auditing and Consulting to prepare the 2022 books for the audit and to advise the County on internal controls and other accounting policy updates stemming from either the 2021 audit or are needed to comply with 2 CFR 200. This has been a big project and the entire Administration Office is engaged with helping move things along. You will see below an update directly from DMC. We are requesting that you increase the not to exceed amount on this contract by \$25,000 to a total of \$43,000 including the previous limit of \$18,000. Our Auditor, Hinkle and Company, will be on site the week of May 22, 2023.

Requested Motion/Action:

Motion to authorize an additional \$25,000 for accounting services from DMC Auditing and Consulting to a total not to exceed amount of \$43,000.

Background: Update from DMC Auditing and Consulting.

To summarize our work for the past month and a half, we were able to reconcile the County's books to the treasurer, review auditor's issues, and fix the payroll issues that were causing issues for staff since September 2022. We reconciled the County's books to match the treasurer and fixed some issues on the County's accounting records October - December 2022. In addition, we have completed the following:

- Reconciled payroll registers to CIC from September to December and provided correcting journal entries to Nancy and Kim
- Corrected unreconciled items in the bank reconciliations with Treasurer
- Reconciled treasurer reports to CIC and provided correcting journal entries to Nancy and Kim
- In the middle of the grants process with DHS and Kim to prepare the Schedule of Expenditures of Federal Awards (SEFA) for the auditors - single audit requirement
- Reviewed internal controls and made some recommendations
- Working on re-vamping the capital asset schedule per auditor's request

The next phase for our work over the next month is to get the County ready for the audit. This means we will be doing the following:

- Review other balance sheet accounts for issues and make corrections
- Preparing County's books on accrual basis for the audit by identifying and preparing accrual entries for the revenues and expenditures
- Calculate interest income and allocate accordingly

- Reconcile and calculate capital assets
- Work with Kim and Melva at DHS to reconcile grants and prepare SEFA
- Create debt schedule for auditors
- Review leases for new GASB 87 when they are provided to us

Subsequent to the audit, we are hoping to have conversations with finance staff to establish some monthly and yearly processes, internal controls, and best practices.

Signature of the Chair

Approved

Denied

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



**HUERFANO COUNTY GOVERNMENT
BRIEFING MEMORANDUM**

Date: April 25, 2023
To: Huerfano County Board of County Commissioners
From: Carl Young, County Administrator
Re: Community Development Funding Recommendations

Summary: On February 16, 2023 the County opened our 2023 Community Development Funding Request Process. The application window closed on March 21, 2023. We received 22 Funding Requests from 15 organizations totaling \$353,199.78. A committee of staff and elected officials reviewed the applications has recommended the award of \$128,000 in Community Development Spending. \$89,000 of which was competitively awarded will come from the American Rescue Plan State and Local Funds and \$39,000 of which was not competitively awarded and will come from the Local and Tribal Consistency Funds. This leaves \$11,000 remaining in American Rescue Plan State and Local Funds for that have been obligated for non-profit support.

Requested Motion/Action:

Motion to authorize the following expenditures from the American Rescue Plan State and Local Funds:

- \$5,000 to Museum of Friends;
- \$3,000 to La Veta Village, Inc.;
- \$8,000 to Two Peaks Fitness Inc.;
- \$5,000 to Huerfano County Youth Services;
- \$22,000 to Panadero Ski Corporation;
- \$2,000 to Metro Volunteers;
- \$1,000 to Huajatolla Heritage Foundation;
- \$2,000 to The American Legion, Post 16 Huerfano;
- \$3,000 to La Veta Trails, Inc.;
- \$4,500 to Walsenburg Downtown Revitalization Committee;
- \$1,000 to La Clinica;
- \$2,500 to Rocky Mountain Farmers Union Educational & Charitable Foundation;
- \$20,000 to Spanish Peaks Community Foundation Inc.; and
- \$10,000 to Scenic Highway of Legends Inc. for Grant Administration

Motion to authorize the expenditure of \$39,000 from the Local and Tribal Consistency Fund for free concerts and outdoor movies to the Spanish Peaks Community Foundation.

Background:

On February 16, 2023 the County opened our 2023 Community Development Funding Request Process. The application window closed on March 21, 2023. We received 22 Funding Requests

from 15 organizations totaling \$353,199.78. The committee met on April 11, 2023 and reviewed the applications made the following recommendations:

Applicant	Recommendation
Museum of Friends	\$5,000.00
La Veta Village, Inc.	\$3,000.00
Two Peaks Fitness Inc.	\$8,000.00
Huerfano County Youth Services	\$5,000.00
Panadero Ski Corporation	\$22,000.00
Metro Volunteers	\$2,000.00
Huajatolla Heritage Foundation	\$1,000.00
The American Legion, Post 16 Huerfano	\$2,000.00
La Veta Trails, Inc.	\$3,000.00
Walsenburg Downtown Revitalization Committee	\$4,500.00
La Clinica	\$1,000.00
Rocky Mountain Farmers Union Educational & Charitable Foundation	\$2,500.00
Spanish Peaks Community Foundation Inc.	\$20,000.00
Scenic Highway of Legends	\$10,000.00
Total	\$89,000.00

The Cuchara Foundation was recommended for award, but withdrew their request on Friday, April 21, 2023.

The Committee recommends that the above recommended \$10,000 for the Scenic Highway of Legends, which was requested for grant administration fees, be set aside until the grant is awarded. The Committee also requested County Staff reach out to SCEDD to see if they might be able to assist with that grant administration at a lower amount.

The Committee made a non-competitive recommendation to provide \$27,000 in funding for a free concert series and another \$12,000 in funding for a free outdoor movie series with the Fox Theatre Walsenburg as the selected partner. This was submitted through a Community Development Funding Request Application, but not considered with the other applications.

The total amount recommended to be awarded is \$128,000.

Signature of the Chair

Approved

Approved with Changes

Denied

—



Colorado Rhino Plumbing

Ryan A. Gies, Master Plumber
1920 Hooker St. Denver, CO 80204-1739
720-309-4464 fax 303-395-7091

Estimate No 230411-01

Item 7t.

ESTIMATE

Customer			
Name	Huerfano County Building Dept	Date	4/11/2023
Address	401 Main Street	Order No.	
City	Walsenburg State CO ZIP 81089	Rep	Bechaver
Phone	719-621-8127 cbechaver@huerfano.us	FOB	

Qty	Description	Unit Price	TOTAL
	<u>Community Services Building</u> 121 w 6th Street Walsenburg, CO 81089 Contact:		
	<u>Pressure Backflow Installation</u> -per city requirement		
1	<u>Permit - State of Colorado</u>	\$56.00	\$56.00
1	Third-party Certification	\$100.00	\$100.00
	<u>Labor estimate -</u>		
4	Labor Hours -bypass loop in office near front wall - including relief pipe though wall to outside -core drill by others	\$250.00	\$1,000.00
	<u>Materials Estimate</u> (materials provided by the county)	\$0.00	
1	Febco RPBFP Lead free 1-1/2" size		
15	1-1/2" copper tube type L \$ / per foot		
12	1-1/2" copper elbows		
2	1-1/2" copper street elbows		
2	1-1/2" copper Pro-Press male adaptor		
1	1-1/2" copper repair coupling		
1	1-1/2" x 3/4" copper tee		
1	3/4" copper repair coupling		
1	24" unistrut		
4	1-1/2" copper tube size unistrut clamp		
1	Misc. PVC Drainage pipe & fittings		
	Labor Charges	\$800.00	
	Materials	\$0.00	
	Permits and Inspections	\$126.00	

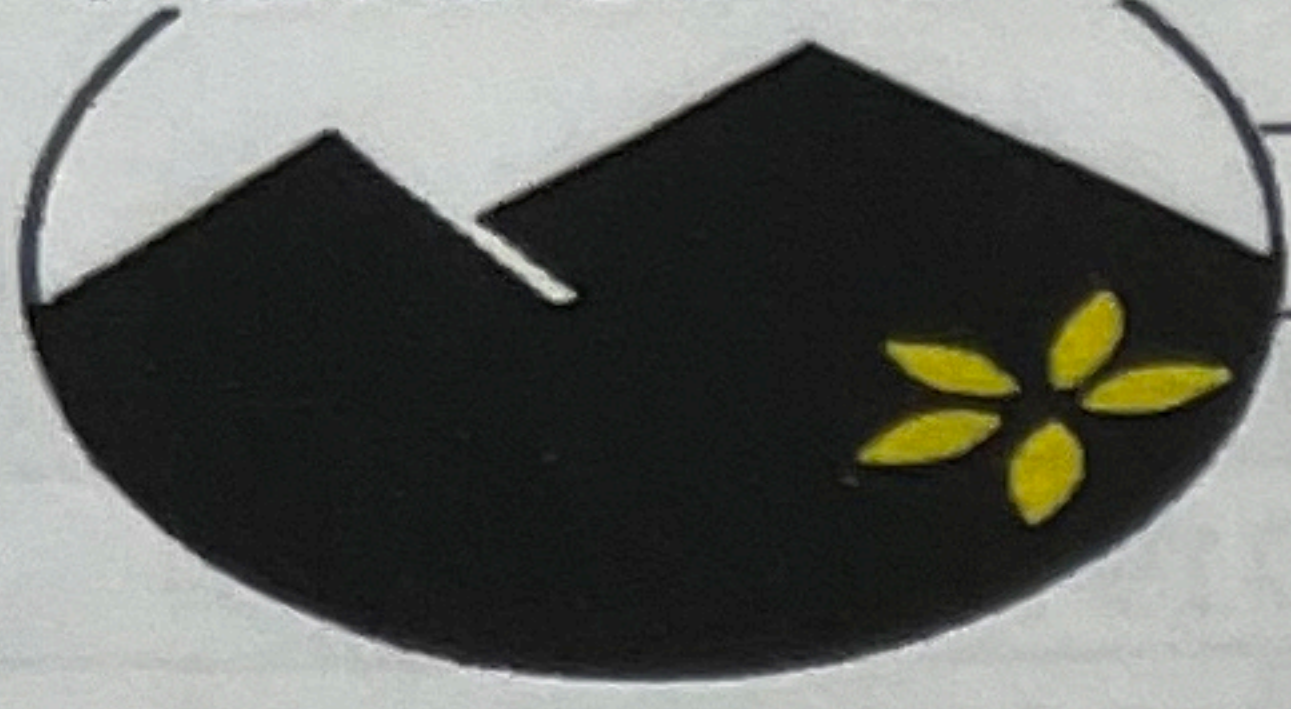
Payment Details

Name _____

SubTotal	\$1,156.00
Shipping & Handling	
Taxes	
Discount	
TOTAL	\$1,156.00

Office Use Only

City of Walsenburg



525 South Albert * Walsenburg, Colorado 81089 * (719) 738-1048 * FAX (719) 738-1875

February 1, 2023

Huerfano County Social Services
121 W 6th St.
Walsenburg, CO 81089

To Whom it may concern,

The Colorado Department Health and Environment Water Quality Division requires the City of Walsenburg to survey all Non-Single-Family buildings for compliance with backflow preventer and cross connection regulations.

The City of Walsenburg recently performed a backflow preventer and cross connection survey and discovered that no backflow preventer is installed at the above mentioned property.

An RPZ (Reduced Pressure Zone) needs to be installed on the main water service line entering the building. **The deadline for installation is April 30th, 2023.** After installing the RPZ, the RPZ needs to be tested by a certified backflow tester. A copy of the test results needs to be forwarded to the City of Walsenburg. Each year thereafter, the RPZ needs to be tested annually and a copy of the test results need to be forwarded to the City of Walsenburg. A diagram depicting a reduced pressure zone backflow preventer has been included for your information.

The Walsenburg Municipal Code Sec. 13-2-520 (f) (2)-(3) states as follows.

“(2) Water service to any premises shall be denied or discontinued, as the case may be, by the utility if:

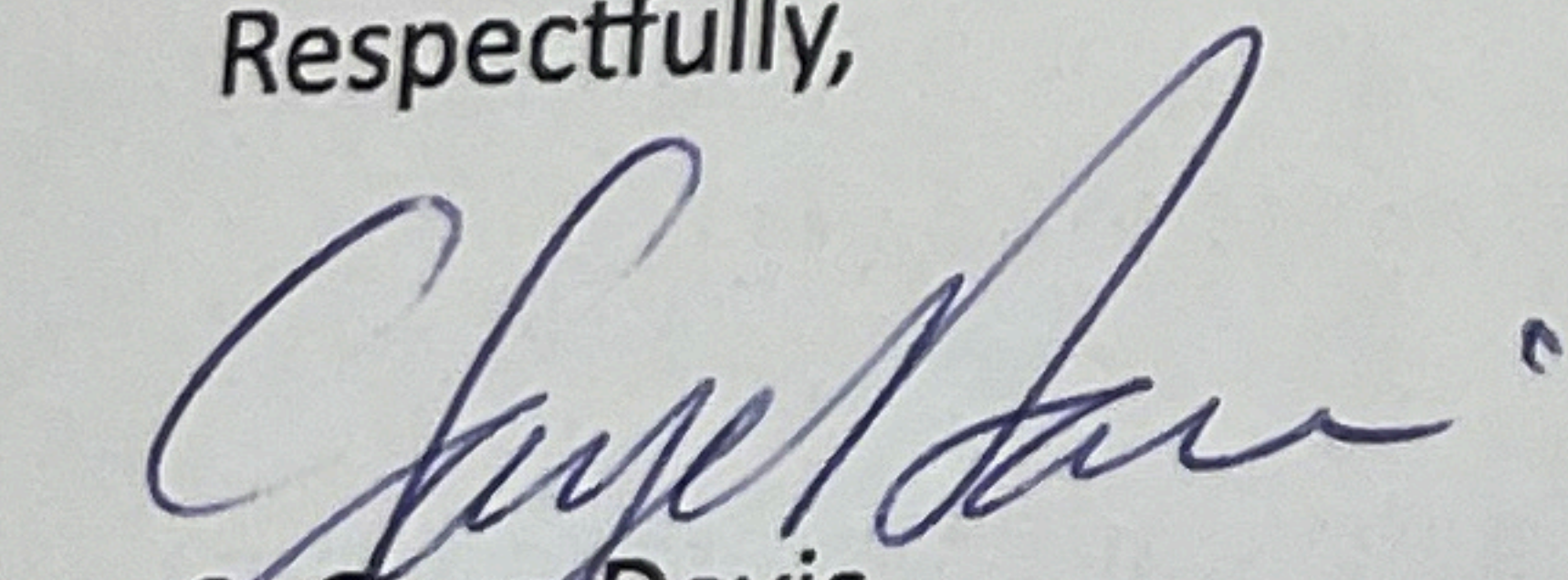
- a. A backflow preventer required by this Article is not installed within the time period specified by the director;
- b. An approved backflow preventer has been removed or bypassed; or
- c. An unprotected cross-connection exists on the premises; or
- d. An approve backflow preventer is not maintained.”

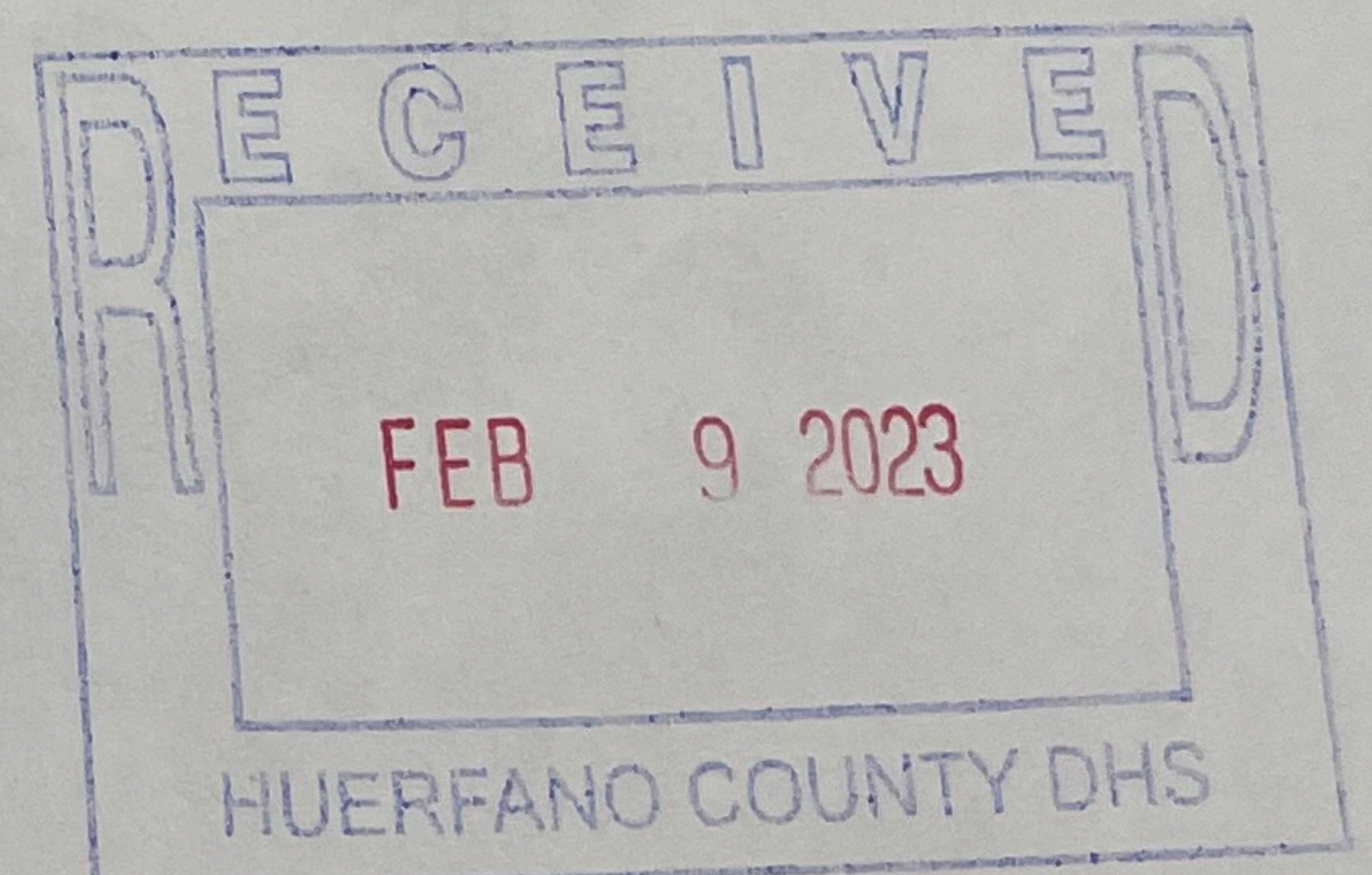
“(3) Whenever service is denied or discontinued, it shall not be provided or restored until the condition or defect in Subsection (f)(2) has been corrected.”

If you have any questions, please contact City Administrator, Gaye Davis at cityadmin@walsenburg.org or 719-695-1030.

Thank you for your cooperation on this matter.

Respectfully,


C. Gaye Davis
City Administrator





Carl Young <cyoung@huerfano.us>

RESOLUTION 23-02

Joseph Edes <hcfmld@gmail.com>
To: Carl Young <cyoung@huerfano.us>

Mon, Apr 3, 2023 at 10:44 AM

Carl,
We voted to go ahead and request some changes in the Huerfano County Mineral Lease Board members. Thank you for looking this over.
Joe Edes
Secretary

 [Resolution to Increase Board of Directors](#)

 [2023 March 13 Minutes](#)

RESOLUTION NO. 23-02
BOARD OF DIRECTORS
HUERFANO COUNTY FEDERAL MINERAL LEASE DISTRICT
HUERFANO COUNTY, COLORADO

RESOLUTION REGARDING Increasing the Number of Board of Directors from Three to Four, and reappointment of Gerald Cisneros to the Board.

WHEREAS C.R.S. 30-20-1306 (2014) 30-20-1306. Board of directors - appointment or election – removal (1) (a) (I) Except as provided in subparagraph (II) of this paragraph (a), immediately after the creation of a district, the board of county commissioners of the county shall, by majority vote, appoint a board of directors for the district. The number of directors on the board shall be as set forth in the resolution creating the district; and

WHEREAS, RESOLUTION 15-03: A Resolution Establishing The Huerfano County Federal Mineral Lease District and Setting Forth the Purpose and Duties of the Huerfano County Federal Mineral Lease District Board. Section 2. Membership of the FML District Board There shall be Three (3) members of the FML District Board ("District Board") appointed by a vote of the majority of the BOCC; and

WHEREAS, retirements or vacancies for other reasons on the District Board may occur; and

WHEREAS, it is difficult to find citizens willing to serve on county boards; and

WHEREAS, Huerfano County Federal Mineral Lease District President Gerald Cisneros has served on the District Board for eight years; and

WHEREAS, Gerald Cisneros has expressed interest and has demonstrated his qualifications to serve on the Federal Mineral Lease District Board for Huerfano County and agrees to serve as a member of the Board while adhering to the principles applicable to governmental units and other requirements of law; and,

WHEREAS, Gerald Cisneros' experience and knowledge of the affairs of Huerfano County has been an asset to the District Board; and

WHEREAS, an additional member of the District Board will increase efficiency in establishing a quorum due to absences; now, therefore, be it

Resolved, that the District Board hereby requests that the Huerfano County Board of County Commissioners:

1. increase the number of directors on the District Board to four members; and
2. reappoint Gerald Cisneros to the District Board for a term of three years.
3. also suggests removing the need for an acting County Commissioner to serve on the board. The sole intent being to lighten the Commissioners work load of various board memberships. The District reports annually to the Board of County Commissioners, and the District annual budget of less than \$20,000 is so small that it could be considered a nuisance to have to attend the five or more District meetings. The District has no objection to a Commissioner on the board.

Introduced, Read, Approved and Adopted this 13th day of March,
2023.

Board of Huerfano Federal Mineral Lease District

David Rogers aye

Joseph Edes aye

Karl Sporleder absent

Minutes
Huerfano County Federal Mineral Lease District
Quarterly Meeting March 13, 2023
Meeting Room Lathrop State Park

Call to Order at 1:26 PM

Attendance Quorum: David Rogers, Joseph Edes, due to unfortunate mixup of meeting date change Karl Sporleder was absent

Agenda Reviewed and Approved

Minutes Reviewed, corrected, and approved

President's Report: none

Treasurer's Report: Checking Balance is \$3,113.91

Secretary's Report: none

Old Business: Discussion of request to County Commissioners to allow a fourth board member and reappoint Gerald Cisneros. The resolution to request this change will also suggest removing the need for an acting County Commissioner to serve on the board. The intent being to lighten the Commissioner's work load of various board memberships. The District reports annually to the Board of County Commissioners, and the District annual budget of less than \$20,000 is so small that it could be considered a nuisance to have to attend the five or more District meetings. The District has no objection to a Commissioner on the board.

Public Comments: Former board member Gerald Cisneros offered advice and guidance on the above old business.

New Business: We were not aware of the meeting time mixup, but on Wednesday, the original meeting date, Karl Sporleder emailed the board asking why no one attended, and gave us his phone number.

Next Regular Meeting June 7, 2023 at 1:00 PM

Adjournment at 2:00 PM

City of Walsenburg



525 South Albert * Walsenburg, Colorado 81089 * (719) 738-1048 * FAX (719) 738-1875

April 11, 2023

Carl Young
County Administrator
Huerfano County
401 Main Street, Suite #201
Walsenburg, CO 81089

Dear Mr. Young,

Council appreciates the communication from March 28, 2023 and fully agree that the best approach moving forward is to "extend our previous agreement to the end of 2023". This will remove what you have interpreted as a month-to-month agreement and provide some stability to employment contracting.

Your March 28, 2023 letter proposes an extension of 2017 agreement to the end of 2023. Council agrees to the extension of the original 2017 agreement through the end of this year at the annual rate to the County of seven hundred thirteen thousand eight hundred and fifty-seven dollars \$ 713,857.00 payable in monthly payments of \$59,488.00. the City proposes adding verbiage to the agreement for the option of an additional 6 month to one year extension of the agreement to allow the City time to either develop a police department or negotiate a contractual agreement with the Sheriff for long-term law enforcement services.

Council acknowledges that under an extension, the Sheriff's office will provide continued service to the City based on its current staffing level.

Over the course of the next few months City administration will try to coordinate with the Sheriff's Office to obtain the inventory of equipment that was requested during the initial conversation last fall.

Respectfully,

C. Gaye Davis
City Administrator

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



Item 8a.

HUERFANO COUNTY GOVERNMENT ADMINISTRATOR'S REPORT

Date: April 25, 2023
To: Huerfano County Board of County Commissioners
From: Carl Young, County Administrator
Re: Report for the April 25 Regular BOCC Meeting

Commissioners please accept the following report of accomplishments, updates, and upcoming activities.

Water for Road Construction Request

Yesterday we received a request from the Huerfano Water Conservancy Board to partner on an effort to supply water for the CDOT construction project on I-25 over the Huerfano River. I recommend that we discuss the details of this request in Executive Session.

Legislative Update

With the State Legislative Session getting closer to the May 8th Sine Die, I am continuing to monitor several bills that have the potential to impact Huerfano County:

- HB23-1057 Restroom Amenities for All Genders in Public Buildings
- HB23-1066 Public Access Landlocked Publicly Owned Land
- HB23-1075 Wildfire Evacuation and Clearance Time Modeling
- SB23-166 Establishment of A Wildfire Resiliency Code Board
- SB23-108 Allowing Temporary Reductions in Property Tax Due
- SB23-213 Omnibus Land Use Bill

Energy Performance Contracting

We continue to make progress getting ready for our energy performance contraction project. McKinstry staff will be on site for a final walkthrough of County facilities on May 1st through 4th. We hope to receive contracts from DOLA this week and are working on finalizing the lease purchase financing with the Huerfano County Asset Management Corporation.

Redistricting

Please be reminded that during your next regular meeting on May 9th at 10AM we will be hosting a public hearing regarding redistricting of the Huerfano County Commissioners Districts under C.R.S. 30-10-306. You have been presented with four options from County Staff that show possible configurations of districts, however you are not limited to these options. The presented options can be viewed outside the Office of the Board of County Commissioners, 401 Main Street, Suite 201, Walsenburg, Colorado and on the County website at <https://huerfano.us/redistricting2023/> Public Comment can be given in person at the public hearing, mailed or delivered to the Office of the Board of County Commissioners, or submitted electronically using the form on the website above.



Dedicated to protecting and improving the health and environment of the people of Colorado

April 13, 2023

CARL YOUNG
 GARDNER WATER AND SANITATION DIST - PWSID CO0128300
 401 MAIN ST
 WALSENBURG CO 81089

**Requirements Change Notice
 Decreased Monitoring for GROSS ALPHA (WITHOUT RADON AND URANIUM) AND ASSOCIATED
 COMBINED URANIUM**

The Colorado Department of Public Health and Environment (“Department”) has identified the following monitoring change per Section 11.22(3)(b) of the Colorado Primary Drinking Water Regulations (“Regulation 11”), 5 CCR 1002-11 for **GARDNER WATER AND SANITATION DIST (“Supplier”)**:

Analyte Name: GROSS ALPHA (WITHOUT RADON AND URANIUM) AND ASSOCIATED COMBINED URANIUM		
Facility ID: 001		Sample Point ID: 001
Previous Sample Schedule	New Sample Schedule	New Schedule Start Date
1 Sample per 6 Years	1 Sample per 9 Years	January 1, 2020

- **Why did the sample schedule change?** Recent sample results allow for reduced monitoring.

The Supplier’s monitoring schedule, posted at wqcdcompliance.com/schedules, contains detailed monitoring requirements and has been updated to reflect the changes.

If there are any questions regarding the contents of this letter and/or requirements for the Supplier, please contact:

Leah York
 303-692-3254
leah.york@state.co.us

ec:

CARL YOUNG - CYOUNG@HUERFANO.US; AC
 CHRISTOPHER L BECHAVER - CBECHAVER@HUERFANO.US; OPERATOR
 CHARLES BRYANT - CBRYANT@HUERFANO.US; OPERATOR
 HUERFANO COUNTY GOVERNMENT - CYOUNG@HUERFANO.US; OWNER
 ROBIN SYKES - RSYKES@LA-H-HEALTH.ORG; LAS ANIMAS-HUERFANO COUNTIES DISTRICT HEALTH DEPT
 KIM GONZALES - KGONZALES@LA-H-HEALTH.ORG; LAS ANIMAS-HUERFANO COUNTIES DISTRICT HEALTH DEPT

File: CO0128300, HUERFANO COUNTY, COMMUNITY - GROUNDWATER



3-14-2023

To whom it may concern,

I am curious as to why the bill for account number 76 has not been adjusted since it clearly was a faulty meter? We never used as much water as we are being charged for. In the three years that I have lived at this residence, I have never watched our gallons exceed 5,000 and yet for two months the bill reflect over 24,000 gallons of water. Common sense will kick in and make a person question who and how can someone use so many

gallons in one month and have no leaks. After finally getting the faulty meter replaced two months later, the gallons are back to the consistent 2,000 - 3,000 mark.

So why has the bill not reflected that? I would love to know when this is going to get resolved? Clearly we should not have been charged for a faulty meter reading.

Thank you for your time,
Megan Gurule and Cay Perrino

Distracted Driving

According to the CDC, 9 people in the United States are killed every day in crashes that are reported to involve a distracted driver. Defined as any activity that takes a person's attention away from the primary task of driving, distracted driving is an ever-increasing problem as more and more technology creeps into our vehicles, dividing our focus. Texting, cell phone use, eating, changing the station on the radio, or even carrying on a conversation all count as distracted driving. There are three types of distractions while driving:

TYPES OF DISTRACTIONS

- **Visual:** taking your eyes off of the road
- **Manual:** taking your hands off of the wheel
- **Cognitive:** taking your mind off of the task of driving

Many common activities people engage in while driving can be distracting. One of the biggest and most risky is cell phone use, which causes visual, manual, and cognitive distractions. According to insurance claim data, 19% of auto accidents in 2019 were caused by phone-based distractions.

Driving is a complex task that requires the full focus and attention of every driver on the road. People tend to think that they are good at multitasking, especially while driving; however, study after study has found that the brain cannot give full attention to more than one task at a time. Distracted driving can cause life-changing injuries, and it can be fatal.

TIPS TO AVOID DISTRACTED DRIVING

The best way to avoid distracted driving is to limit distractions before putting the vehicle in drive. Plan your route before starting the trip, as even GPS navigation systems can be a distraction. Set the radio, climate controls, etc., before driving. Do not eat while driving. If you are taking a long trip, plan to stop for food and rest breaks. Put cell phones out of sight and out of reach. Set your cell phone to send an automatic text informing anyone who texts that you are driving and will contact them later, or better yet, turn off your cell phone while in the car. According to one study, using a cell phone while driving reduces your focus on driving by 37%.

Counties can help prevent distracted driving by establishing clear procedures for what is and is not acceptable behavior in county vehicles, such as banning employees from cellphone use while driving. Make safe driving a priority with training plans that encourage employees to pull over if they need to make a phone call, check a map, send a text, or engage in other potentially distracting activities.

WHAT THIS MEANS FOR COUNTIES

Auto accidents pose an enormous risk to the county pools and endanger county employees. Implement clear policies that discourage distracted driving in county vehicles. In addition, provide training to county employees about the risks of distracted driving. CTSI offers several safety videos on distracted driving, including "Hang up and Drive" and a "Defensive Driving Refresher" webinar at www.ctsi.org/ctsi-films. Members will need to log in to view the videos. For more information about the dangers of distracted driving or for information on implementing a fleet safety program, contact CTSI at (303) 861 0507.

Federal Child Labor Regulations

The Fair Labor Standards Act restricts the use of child labor. The most recent changes to the law in 2010 expanded and clarified the types of activities and occupations forbidden to youth under the age of 18. Review the various restrictions to ensure that your county is in compliance. Remember that even where the rules do not apply to volunteers, allowing a minor to engage in an activity that is regulated or considered hazardous can increase potential liability in the event of an injury.

REPRESENTATIVE HAZARDOUS DUTY RESTRICTIONS ON YOUTH AGED 16-18

Generally, hazardous occupations involve using or exposure to various hazardous tools, power-driven equipment, and naturally dangerous conditions such as heat, pressure, fire, chemical hazards, explosive substances, and the like. Here are some examples:

- Occupations in or about plants or establishments manufacturing or storing explosives or articles containing explosive components.
- Occupations of motor-vehicle driver and outside helper on any public road.
- Occupations in the operation of any sawmill, lath mill, shingle mill, or cooperage stock mill.
- Occupations involved in the operation of power-driven woodworking machines.
- Occupations involved in the operation of power-driven hoisting apparatus.
- Occupations in connection with mining, other than coal.

REPRESENTATIVE HAZARDOUS DUTY RESTRICTIONS ON YOUTH AGED 14-16 AND YOUNGER

This would include all restricted activities for the older age group, plus the following:

- Occupations that involve operating, tending, setting up, adjusting, cleaning, oiling, or repairing any power-driven machinery including, but not limited to, lawnmowers, golf carts, all-terrain vehicles, trimmers, cutters, weed-eaters, grass edgers, food slicers, grinders, choppers, food processors, cutters, food cutters, and food mixers.
- Any outside window washing that involves working from window sills or using ladders, scaffolds, or substitutes for ladders or scaffolds.
- Transportation occupations including rail, highway, air, water, pipeline, or other means; warehousing & storage.
- Communications and public utilities occupations.
- Construction of all kinds, except office work or sales that don't involve performing duties on trains, motor vehicles, aircraft, vessels, or other means of transportation, or at a construction site.

These provisions may be viewed on the [Electronic Code of Federal Regulations](#) (e-CFR) website. Child labor regulations are covered in [Title 29, Subtitle B, Chapter V, Subchapter A, Part 570 -Child Labor Regulations, Orders and Statements of Interpretation](#). Be careful to review both the CFR and the links to the Federal Register Material.

WHAT THIS MEANS FOR COUNTIES

Review your youth employee occupational assignments and determine a plan for addressing any needed changes. For more information, contact CTSI at (303) 861 0507.

How to Identify a Phishing Email

Phishing emails are malicious emails that ask the reader to click on a link that will ask for the recipient's username and password or will install harmful software on the receiver's computer and network; they can look almost identical to legitimate emails. Cybercriminals will often take the time to copy logos from legitimate companies and even mimic the text of an email. The best way to avoid a phishing scam is to hover the mouse over the link you are asked to click on and view the web address. If the web address does not contain the company name or looks suspicious in any way, do not click on the link.

WHY DID YOU RECEIVE THE EMAIL?

Another step you can take to identify phishing emails is to consider why you received the email in the first place. Most companies send confirmation emails only if you signed up for a new service or made a change to your account, such as updating information. If you did nothing to trigger such an email, be suspicious. Also, be wary of emails that do not fully load or display correctly. Many companies bundle plain-text and HTML versions of emails together to ensure that they display correctly on multiple email clients; cybercriminals often do not bother with this step, so their emails may display with missing graphics or text.

Cybercriminals can steal email signatures from people you know and with whom you regularly do business. If you receive an email with an attachment, a request to divulge information, make a money transfer, buy something, or pay an invoice, even from someone you know, approach it with suspicion and then look for reasons to trust it. Never allow an email attachment to "Enable macros" in Microsoft Office. If you open a PDF that wants you to log in to Microsoft, don't do it. A PDF has nothing to do with Microsoft 365. If you're curious why the individual is asking you to do something or if they sent you something you weren't expecting, pick up the phone and call them.

HOW IS THE EMAIL WORDED?

Phishing emails are often sent to large groups of people in the hopes of tricking a handful of recipients into taking the bait, so look out for generic subject lines and greetings. The text of the email is often vaguely threatening or alarmist, stating that if you do not click on the offered link or enter your personal information, your account will be closed or your data compromised. Legitimate emails will never ask you for your personal information or password. Any organization you are a member of already has this information.



WHAT THIS MEANS FOR COUNTIES

CTSI does provide coverage for cyberattacks (see [ctsi.org](https://www.ctsi.org) for cyber policy); however, the best way to protect your organization from cybercrime is to be diligent and proactive. Trust your instincts. If something about an email seems off (e.g., an unusual request, odd URL, etc.), be suspicious. Do not click on attachments or links if there is any doubt about the validity of an email, even if the sender is someone you know. Contact the sender and ask if they sent you the email. For questions about recognizing and avoiding cybercrime, contact CTSI at (303) 861 0507.

Summer Time is County Fair Time

It's that time of year when counties across the state hold their county fairs. Your county can limit its risk exposure and promote a safe environment by following these tips.

POST YOUR FACILITIES WITH EQUINE LIABILITY SIGNAGE

Colorado law allows counties to protect themselves from potential liability involving equine activities such as rodeos and horse shows due to the inherent risks involved with activities associated with horses and llamas. To be immune, the county must post warning signs or correct known dangerous conditions that could lead to injuries for participants in these activities. Willful negligence is not excluded from liability.

MAINTAIN WALKWAYS AND FAIRGROUNDS

It's not uncommon for a fairgoer to be injured from a slip and fall. Minimize your risk by assigning personnel to keep the walkways free of debris and maintained in good condition. If a member of the public is injured while on county property, CAPP provides premises medical pay coverage.

Make sure fencing is secure, especially in the rodeo arena. More than one instance has occurred when a steer has crashed through a fence and injured spectators.

INSURANCE COVERAGE FOR THE COUNTY FAIR BOARD AND ITS VOLUNTEERS

Colorado Counties Casualty & Property Pool (CAPP) member county employees, appointed boards, and county volunteers have liability coverage through CAPP. The County Workers Compensation Pool provides workers' compensation to member county employees and appointed board members while in the scope and course of their duties for the county. Fair volunteers (except certain statutory volunteers) are not covered for workers' compensation. Volunteers should sign a waiver form. The CWCP & CAPP Operations Manual has sample waiver forms at [ctsi.org](https://www.ctsi.org). A volunteer accident protection plan is available through CTSI, which provides minimal medical coverage secondary to the person's own health insurance for non-statutory volunteers. Contact Brenda at CTSI, 303-861-0507, extension 110, for more information.

EVENT PARTICIPANTS

Event participants are not eligible for premises medical pay and are not covered for liability or injuries to themselves. Participants should sign waivers of liability.

VENDORS AT THE COUNTY FAIR

CAPP does not protect or defend the liability of vendors or service providers at the fair. For example, the stock producers for your rodeo or food vendors must have their own liability insurance.

PEOPLE USING COUNTY FACILITIES

For other summertime activities, people often use or rent the county's property for a private event such as a wedding reception, dance, or flea market. CAPP does not protect or defend the liability of non-county people putting on an event at your fairgrounds or county property. Tenant Users Liability Insurance Program (TULIP) coverage is available to cover the people putting on the event because if they do not have their own liability insurance, their personal assets could be at risk. Contact CAPP's broker, Tracy Paladino, at 1-800-889-2614, for a quote.

WHAT THIS MEANS TO COUNTIES

By following these tips, you'll keep your county's summertime festivities fun and safe and limit your county's risk. Contact CTSI at 303-861-0507 for more information.

**Huerfano County Historical Society
P.O. Box 3, Walsenburg, CO 81089**

www.huerfanohistory.com

**OUR MISSION: TO PRESERVE AND PRESENT THE HISTORY
OF HUERFANO COUNTY AND ITS CITIZENS**

2023 Membership Form

- Individual \$20.00 Family \$30.00 Business \$50.00
- Butte Membership \$100.00

Additional Donation \$ _____

Interested in volunteering at:

Walsenburg Mining Museum - your particular interest _____

Huerfano Heritage Center - your particular interest _____

Please send check to: Huerfano County Historical Society
P.O. Box 3, Walsenburg, CO 81089

Date: _____

Name: _____

Mailing Address: _____

City, State and ZIP Code: _____

Email (for newsletter): _____

Phone: _____

Huerfano County Historical Society is a registered 501(c)(3) non-profit organization. Donors may deduct contributions to the Society as provided by section 170 of the IRS Code.

Dear Huerfano County Historical Society Members, 2022 was a productive year for the HCCHS. Here is a summary of some of the accomplishments.

Carolyn Newman sponsored a competition for the best original Huerfano County historical research project. Two winners were selected, Bob DeWitt and Sandy Dolak, each to receive a grant for \$2000 for their historical projects. Bob DeWitt's project, "Gone But Not Forgotten: Some Early Coal Camps of Southern Colorado," will focus on the history and people of some of the smaller coal camps, Hezron, Ideal, Old Rouse, Rouse, Pryor, Lester and others. Sandy Dolak is teaming up with Sylvia Brandl and Ron Sandoval to produce a "Photographic Tribute to the Hispanic Founders of Huerfano County," which will feature photos and stories from 25 families that have been instrumental in the early history of Huerfano County.

The HCCHS now has historic photo prints and books for sale at the Walsenburg Mercantile and sales have been good. Our thanks to the World Journal for sharing their booth with us. The Walsenburg Mercantile is on Russell St. across from the old railroad depot and be sure to check out their deli.

Tours are back this year. A Sangre de Cristo Pass Tour is scheduled for Saturday, June 10. This year the tour will follow, the approximate path of the 1853 Gunnison Expedition, builders of the first wagon road over Sangre de Cristo Pass, with stops at the historic Montoya homestead at Farasita and an abandoned adobe homestead on South Oak Creek. We are also putting together a tour of the Hezron Mine with owner Bob DeWitt, also owner of DeWitt Historical Books in Colorado Springs. A date and details will be announced soon. Because of parking limitations this tour will be limited to 20 persons, members and guests only. A tour of the historic Libre Commune is scheduled for the fall, hopefully to coincide with the Gardner Chuck Wagon on August 5. Members will receive discounts on tours.

The HCCHS received a COSHARP grant (Colorado Humanities American Rescue Plan) of \$12,600 which was used on a much needed new computer, large format scanner, office supplies, the new website and the digitization of a collection of photo negatives from La Veta and surrounding areas from the early 1900's, which were donated by the Francisco Fort Museum from the W.A. Campbell family and give an incredible look at the history of early La Veta. A slideshow of these photographs was presented at the La Veta Library last fall. Donations of over \$400 were received from the Spanish Peaks Business Alliance Annual Christmas Giving Event.

The Huerfano Heritage Center has been very active, with information requests coming as far away as Switzerland. Historian Virginia Sanchez has translated several local oral histories for us which were recorded in 1980 in Spanish. She also translated a remarkable store ledger of the Domingo C. Baca and Brothers Company written in Spanish in 1878. The Bacas' may have been partners of Walsen and Levi. Virginia also donated numerous historic documents from the Cucharas area, including Cucharas School history from Minnie Jean

Barela and historic homestead documents from the Cucharas area. A collection of letters and documents from the 1890's of Walsenburg blacksmith Henry Snedden and his school teacher daughters, Lizzie and Jessie, was found in an attic in Walsenburg and donated by Mike Reyes. Marty and Betty Schmidt gave us a detailed history of life on the J-M Ranch and the Meyer family going back to the 1870's written by Lida A. Kepley Meyer. A history of the Saliba family, written by Jeanette Thach, is being typed out and digitized. A wonderful collection of photo negatives taken by Jeanette Faris Thach documenting life in the Farasita area in the 1930's and 40's was converted to positives and digitized. A slideshow presentation of these photos is planned for the Spanish Peaks Regional Library in Walsenburg this summer. All of these collections and more can be viewed at the Huerfano Heritage Center.

New interpretive photo displays have been added to the Walsenburg Mining Museum by Diane Hanish. The Mining Museum will open on Memorial Day. People interested in meeting and greeting visitors for several hours a week at the museum are encouraged to contact Carolyn Newman at 719-738-2840.

We thank our members for their continued interest and participation in our history and we hope you will renew your membership in 2023,

Huerfano County Historical Society

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	1456969.39	367207.57	1824176.96	2506032.78	2043048.78	18.47
0012 PARKS AND RECREATION	43203.69					
0012 FUND TOTALS	33019.45	20872.29-	12147.16			
0013 HOUSING AUTHORITY	.00					
0013 FUND TOTALS	.00	.00	.00			
0014 UNCLAIMED	746.47					
0014 FUND TOTALS	746.47	6.00	752.47			
0015 SPECIAL PROJECT FUND	1480815.53					
0015 FUND TOTALS	1293149.89	261531.31-	1031618.58			
0020 ROAD & BRIDGE	510726.83					
0020 FUND TOTALS	532666.76	220332.75-	312334.01	14581.10	11887.51	18.47
0025 LEASE PURCHASE FUND	.00					
0025 FUND TOTALS	.00	.00	.00			
0028 EMERGENCY SERVICES FUNDS (DISPATCH)	917930.34					
0028 FUND TOTALS	979577.92	34650.48	1014228.40			
0030 RETIREMENT	110438.25					
0030 FUND TOTALS	99810.40	23135.44	122945.84	131230.18	106987.82	18.47
0035 LODGING TAX TOURISM FUND	114242.91					
0035 FUND TOTALS	146689.37	23280.72-	123408.65			
0040 DISASTER RECOVERY FUND	1161767.14					
0040 FUND TOTALS	1161767.14	.00	1161767.14			
0045 GARDNER PUBLIC IMPROVEMENT DISTRICT	16274.15					
0045 FUND TOTALS	16623.67	8912.10	25535.77			
0051 WALSENBURG GATEWAY METRO DIST	.00					
0051 FUND TOTALS	.00	.00	.00			
0080 SPANISH PEAKS LIBRARY DIST	2704.99					
0080 FUND TOTALS	2154.62	39548.30	41702.92	234726.29	193324.01	17.63
0081 SPANISH PEAKS LIBRARY DIST (BOND)	2606.74					
0081 FUND TOTALS	2074.79	38258.44	40333.23	227081.70	187027.80	17.63
0090 HUEFFANO CO. AMBULANCE ENTERPRISE	.00					
0090 FUND TOTALS	.00	.00	.00			
0095 WASTE TRANSFER STATION ENTERPRISE	60811.65					
0095 FUND TOTALS	57444.75	8272.76-	49171.99			
0100 MINERAL LEASING	.00					
0100 FUND TOTALS	.00	.00	.00			
0105 CREDIT CARD ADJ FUND	.00					
0105 FUND TOTALS	.00	.00	.00			

Item 9k.

ACCT DESCRIPTION	BALANCE FORWRD	CURRENT	TOTAL YTD	PROJ REV	BALANCE	PCT
0110 PUBLIC TRUSTEE	.00		.00			
0110 FUND TOTALS	.00	.00	.00			
0120 SOCIAL SERVICES	863729.18	29746.97	913635.14	364437.27	297108.14	18.47
0120 FUND TOTALS	863888.17					
0130 HOSPITAL DISTRICT (OPERATING)	14505.51	252521.70	253699.48	1020418.22	831895.58	18.47
0130 FUND TOTALS	1177.78					
0140 HOSPITAL ANTIC. WARRANTS (BOND)	1.38	.00	.00			
0140 FUND TOTALS	.00					
0160 CITY OF WALSENBURG	41010.02	72862.76	110933.61	297592.73	224444.35	24.58
0160 FUND TOTALS	38070.85					
0165 WALSENBURG TIF	459.55	1914.56	1955.59	17133.88	15115.93	11.77
0165 FUND TOTALS	41.03					
0170 WAL (DOWNTOWN REV COMM) GID 28018	.00	.00	.00			
0170 FUND TOTALS	.00					
0180 TOWN OF LAVETA	14091.05	9900.47	22368.82	45307.14	36276.93	19.93
0180 FUND TOTALS	12468.35					
0190 LA VETA FIRE PROT. DIST.	4444.37	110902.77	113301.02	192705.06	151669.63	21.29
0190 FUND TOTALS	2398.25					
0200 LA VETA CEMETERY DIST	423.37	10260.33	10485.35	18079.89	14229.81	21.29
0200 FUND TOTALS	225.02					
0210 HUERFANO WATER CONS. DIST.	4408.31	80462.42	83534.03	309833.28	252620.89	18.46
0210 FUND TOTALS	3071.61					
0220 NAVAJO WATER DIST.	482.97	10614.77	11059.61	35068.25	23764.45	32.23
0220 FUND TOTALS	444.84					
0230 CUCHARA SAN. WATER DIST.	2258.59	23449.85	24628.12	101110.64	76181.00	24.65
0230 FUND TOTALS	1178.27					
0240 LA VETA LIB. DIST.	4616.18	100837.43	103335.15	200677.47	157944.29	21.29
0240 FUND TOTALS	2497.72					
0250 RYE FIRE DIST.	83.11	2716.26	2869.84	9798.74	7078.25	27.76
0250 FUND TOTALS	153.58					
0260 ECONOMIC & REVOLVING LOAN	.00	.00	.00			
0260 FUND TOTALS	.00					
0270 CUCHARA BOND	.00	.00	.00			
0270 FUND TOTALS	.00					
0280 UPPER HUERFANO CONSERVATION DIST	544.99	13251.51	13706.17	49211.50	41655.88	15.35
0280 FUND TOTALS	454.66					
0290 UPPER HUERFANO FIRE DIST.	1274.12	16041.90	17543.62	130907.03	113673.94	13.16
0290 FUND TOTALS	1501.72					

Item 9k.

ACCT DESCRIPTION	BALANCE FORWRD	CURRENT	TOTAL YTD	PROJ REV	BALANCE	PCT
0300 HUERFANO CO FIRE PROTECTION DIST	5606.86					
0300 FUND TOTALS	4124.82	83124.74	87249.56	471726.63	384942.53	18.39
0310 COUNTY CLERK	135517.25					
0310 FUND TOTALS	167762.50	14732.85	182495.35			
0311 COUNTY CLERK SUR CHARGE	5752.10					
0311 FUND TOTALS	5801.52	11.11	5812.63			
0320 SCHOOL DIST. RE-1 GENERAL	36225.11					
0320 FUND TOTALS	26904.41	506144.57	533048.98	2926054.44	2410641.85	17.61
0330 SCHOOL DIST. RE-1 CAP. RES.	.00	.00	.00			
0330 FUND TOTALS	.00	.00	.00			
0340 SCHOOL DIST. RE-1 BOND	15352.37					
0340 FUND TOTALS	9858.97	185962.06	195821.03	1071545.23	882538.95	17.63
0350 SCHOOL DIST. RE-1 INSURANCE REV.	.47	.00	.47			
0350 FUND TOTALS	.47	.00	.47			
0360 SCHOOL DIST. RE-2 GENERAL	21474.86					
0360 FUND TOTALS	11344.14	517955.15	529299.29	900646.94	708858.93	21.29
0370 SCHOOL DIST. RE-2 CAP. RES.	.00	.00	.00			
0370 FUND TOTALS	.00	.00	.00			
0380 SCHOOL DIST. RE-2 BOND	10689.63					
0380 FUND TOTALS	5646.73	151343.15	156989.88	447588.15	352276.61	21.29
0390 TAX SALE & REDEMPTIONS	10206.08					
0390 FUND TOTALS	10206.08	430.30	10636.38			
0410 BACK TAX UNAPPORTIONED	.00	.00	.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	.00	.00			
0430 FUND TOTALS	.00	.00	.00			
0440 TREASURERS FEES	.00	.00	.00			
0440 FUND TOTALS	.00	.00	.00			
0450 SPECIFIC OWNERSHIP	.00	.00	.00			
0450 FUND TOTALS	.00	.00	.00			
0460 LAND USE FUND	.00	.00	.00			
0460 FUND TOTALS	.00	.00	.00			
0470 CONSERVATION TRUST FUND	29767.54					
0470 FUND TOTALS	29770.06	2.29	29772.35			
0480 MOTOR VEHICLE	.00	.00	.00			
0480 FUND TOTALS	.00	.00	.00			

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 WALSENBERG HOUSING AUTHORITY	.00					
0520 FUND TOTALS	.00	.00	.00			
0540 ADVANCE TAX COLLECTIONS	16695.79					
0540 FUND TOTALS	3802.69	1679.33	5482.02			
0550 COUNTY PROPERTY SALES	765.00					
0550 FUND TOTALS	765.00	.00	765.00			
0560 PILT	64301.71					
0560 FUND TOTALS	64301.71	.00	64301.71			
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	.38	.04	.42	4.79	4.79	.00
0660 BUSINESS RECRUITMENT	.00					
0660 FUND TOTALS	.00	.00	.00			
0690 EMERGENCY RESERVE FUND	.00					
0690 FUND TOTALS	.00	.00	.00			

***** FUND TOTALS ***** 7147801.35 2174297.79 9322099.14 11723499.33 9525198.65 18.75

HUERFANO COUNTY
ACCT DESCRIPTION

TREASURERS FUND LEDGER FOR RANGE 02/01/2023 TO 02/28/2023 FEBRUARY REPRINT 04/06/2023 09:33 PAGE 5
BALANCE FORWRD CURRENT TOTAL YTD PROJ REV BALANCE PCT

TIME FINISHED-09:33

Item 9k.

ACCT DESCRIPTION	BALANCE FORWRD	CURRENT	TOTAL YTD	PROJ REV	BALANCE	PCT
9000 COMMUNITY BANKS OF SO COLORADO	489245.31	894387.36	1297806.13			
9000 FUND TOTALS	403418.77					
9100 TREASURERS CASH	700.00		700.00			
9100 FUND TOTALS	700.00	.00				
9200 COLO TRUST (INVESTMENT)	1435775.92	506290.07	1947632.74			
9200 FUND TOTALS	1441342.67					
9300 BANK OF THE WEST OPERATING ACCT	684755.51	619334.09	1858468.67			
9300 FUND TOTALS	1239134.58					
9350 BANK OF THE WEST MM ACCT	1227488.99	199998.53-	178754.15			
9350 FUND TOTALS	378752.68					
9375 BANK OF THE WEST CD START 3/25/22	50000.00	.00	50000.00			
9375 FUND TOTALS	50000.00					
9400 HCB CD START 4/18/13-CLOSED 4/25/19	.00	.00	.00			
9400 FUND TOTALS	.00					
9500 HUERFANO CONSERVATION TRUST FUND	29767.54	2.29	29772.35			
9500 FUND TOTALS	29770.06					
9600 CSAFE (INVESTMENT)	831111.49	353096.39	1187360.67			
9600 FUND TOTALS	834264.28					
9650 PEAKS INVESTMENTS MANAGEMENT	523061.70	.00	523061.70			
9650 FUND TOTALS	523061.70					
9700 LPL FINANCIAL	1720892.57	.00	1720892.57			
9700 FUND TOTALS	1720892.57					
9800 WELLS FARGO (TRANSFD TO PEAKS INV)	.00	.00	.00			
9800 FUND TOTALS	.00					
9900 PFM FUNDS - CSIP (START 2/26/13)	526464.04	1186.12	527650.16			
9900 FUND TOTALS	526464.04					

***** FUND TOTALS ***** 7147801.35 2174297.79 93222099.14

HUERFANO COUNTY
ACCT DESCRIPTION

TREASURERS FUND LEDGER FOR RANGE 02/01/2023 TO 02/28/2023 FEBRUARY REPRINT 04/06/2023 09:34 PAGE 2
BALANCE FORWRD CURRENT TOTAL YTD PROJ REV BALANCE PCT

TIME FINISHED-09:34

Item 9k.

9000 COMMUNITY BANKS OF SO COLORADO					
9000.0100 DEPOSITS (CBC)	489245.31		1347192.16		
9000.0200 INTEREST EARNED	360962.11	986230.05			
9000.0300 CREDIT CARD DEPOSIT	4515.43	3544.92	8060.35		
9000.0400 ACH/EFT DEPOSITS	451304.08	95387.61	546691.69		
SUB TOTAL	403418.77	894387.36	1297806.13		
9000.9100 TRANSFER OUT					
SUB TOTAL	403418.77	894387.36	1297806.13		
9000 FUND TOTALS					
9100 TREASURERS CASH	700.00				
9100.0100 CASH ON HAND	700.00		700.00		
SUB TOTAL	700.00		700.00		
9100 FUND TOTALS					
9200 COLO TRUST (INVESTMENT)	1435775.92				
9200.0100 TRANSFERS IN		500000.00	500000.00		
9200.0200 INTEREST EARNED	5566.75	6290.07	11856.82		
SUB TOTAL	1441342.67	506290.07	1947632.74		
9200.9100 TRANSFER OUT (COLOTRUST)					
SUB TOTAL					
9200 FUND TOTALS	1441342.67	506290.07	1947632.74		
9300 BANK OF THE WEST OPERATING ACCT	684755.51				
9300.0100 DEPOSITS (BOW)	599998.79	1522084.87	2122083.66		
9300.0200 INTEREST EARNED	6.46	6.25	12.71		
9300.0300 CREDIT CARD DEPOSIT	46760.54	255423.22	302183.76		
9300.0400 ACH/EFT DEPOSITS	672100.52	566828.42	1238928.94		
SUB TOTAL	2003621.82	2344342.76	4347964.58		
9300.9100 TRANSFER OUT	764487.24	1725008.67	2489495.91		
SUB TOTAL	764487.24	1725008.67	2489495.91		
9300 FUND TOTALS	1239134.58	619334.09	1858468.67		
9350 BANK OF THE WEST MM ACCT	1227488.99				
9350.0100 TRANSFERS IN (BOW MM)					
9350.0200 INTEREST EARNED (BOW MM)	1263.69	1.47	1265.16		
SUB TOTAL	1228752.68	1.47	1228754.15		
9350.9100 TRANSFER OUT (BOW MM)	850000.00	200000.00	1050000.00		
SUB TOTAL	850000.00	200000.00	1050000.00		
9350 FUND TOTALS	378752.68	199998.53	178754.15		
9375 BANK OF THE WEST CD START 3/25/22	50000.00				
9375.0100 TRANSFERS IN					
9375.0200 INTEREST EARNED					
SUB TOTAL	50000.00		50000.00		
9375.9100 TRANSFERS OUT					
SUB TOTAL					
9375 FUND TOTALS	50000.00		50000.00		
9400 HCB CD START 4/18/13-CLOSED 4/25/19					
9400.0100 TRANSFERS IN					
9400.0200 INTEREST EARNED					
9400.0300 XXXX					
SUB TOTAL					
9400.9100 TRANSFER OUT					
SUB TOTAL					

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	.00	.00			
9500.0200 INTEREST EARNED	2.52	2.29	4.81			
SUB TOTAL	29770.06	2.29	29772.35			
9500.9100 TRANSFER OUT	.00	.00	.00			
9500.9130 BANK SERVICE CHARGE	.00	.00	.00			
SUB TOTAL	.00	.00	.00			
9500 FUND TOTALS	29770.06	2.29	29772.35			
9600 CSAFE (INVESTMENT)	831111.49					
9600.0100 TRANSFERS IN	.00	350000.00	350000.00			
9600.0200 INTEREST EARNED	3152.79	3096.39	6249.18			
SUB TOTAL	834264.28	353096.39	1187360.67			
9600.9100 TRANSFER OUT	.00	.00	.00			
SUB TOTAL	.00	.00	.00			
9600 FUND TOTALS	834264.28	353096.39	1187360.67			
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	526464.04	1186.12	527650.16			
SUB TOTAL	526464.04	1186.12	527650.16			
9900.9100 TRANSFER OUT	.00	.00	.00			
9900 FUND TOTALS	526464.04	1186.12	527650.16			

***** FUND TOTALS *****

 7147801.35 2174297.79 9322099.14

Item 9k.

HUERFANO COUNTY
ACCT DESCRIPTION

TREASURERS FUND LEDGER FOR RANGE 02/01/2023 TO 02/28/2023 FEBRUARY REPRINT 04/06/2023 09:34 PAGE 4

BALANCE FORWRD CURRENT TOTAL YTD PROJ REV BALANCE PCT

TIME FINISHED-09:34

Item 9k.

MONTHLY REPORT OF HUERFANO COUNTY TREASURER
 FEBRUARY 01, 2023 THRU FEBRUARY 28, 2023

FUND	BEGINNING BALANCE	REVENUES	DISBURSEMENTS	ENDING BALANCE
COUNTY GENERAL FUND	1,456,969.39	1,132,034.79	764,827.22	1,824,176.96
PARKS AND RECREATION	33,019.45		20,872.29	12,147.16
HOUSING AUTHORITY	0.00			0.00
UNCLAIMED	746.47	6.00		752.47
SPECIAL PROJECT FUND	1,293,149.89	129,222.31	390,753.62	1,031,618.58
ROAD & BRIDGE	532,666.76	135,748.47	356,081.22	312,334.01
LEASE PURCHASE FUND	0.00			0.00
EMERGENCY SERVICES FUNDS (DISPATCH)	979,577.92	101,381.65	66,731.17	1,014,228.40
RETIREMENT	99,810.40	39,567.66	16,432.22	122,945.84
LODGING TAX TOURISM FUND	146,689.37	12,780.97	36,061.69	123,408.65
DISASTER RECOVERY FUND	1,161,767.14			1,161,767.14
GARDNER PUBLIC IMPROVEMENT DISTRICT	16,623.67	10,905.95	1,993.85	25,535.77
WALSENBURG GATEWAY METRO DIST	0.00			0.00
SPANISH PEAKS LIBRARY DIST (BOND)	2,154.62	42,935.01	3,386.71	41,702.92
SPANISH PEAKS LIBRARY DIST (BOND)	2,074.79	41,525.18	3,266.74	40,333.23
HUERFANO CO. AMBULANCE ENTERPRISE	0.00			0.00
WASTE TRANSFER STATION ENTERPRISE	57,444.75	4,984.14	13,256.90	49,171.99
MINERAL LEASING	0.00			0.00
CREDIT CARD ADJ FUND	0.00			0.00
PUBLIC TRUSTEE	0.00			0.00
SOCIAL SERVICES	883,888.17	262,678.70	232,931.73	913,635.14
HOSPITAL DISTRICT (OPERATING)	1,177.78	252,084.31	437.39	253,699.48
HOSPITAL ANTIIC. WARRANTS (BOND)	0.00			0.00
CITY OF WALSENBURG	38,070.85	113,523.07	40,660.31	110,933.61
WALSENBURG TIF	41.03	1,955.59	41.03	1,955.59
WAL (DOWNTOWN REV COMM) GID 28018	0.00			0.00
TOWN OF LA VETA	12,468.35	22,941.16	13,040.69	22,368.82
LA VETA FIRE PROT. DIST.	2,398.25	116,758.06	5,855.29	113,301.02
LA VETA CEMETERY DIST	225.02	10,805.21	544.88	10,485.35
HUBRFANO WATER CONS. DIST.	3,071.61	86,041.69	5,579.27	83,534.03
NAVAJO WATER DIST.	444.84	11,393.09	778.32	11,059.61
CUCHARA SAN. WATER DIST.	1,178.27	25,365.11	1,915.26	24,628.12
LA VETA LIB. DIST.	2,497.72	106,482.02	5,644.59	103,335.15
RYE FIRE DIST	153.58	2,797.87	81.61	2,869.84
ECONOMIC & REVOLVING LOAN	0.00			0.00
CUCHARA BOND	0.00			0.00
UPPER HUERFANO CONSERVATION DIST	454.66	14,118.06	866.55	13,706.17
UPPER HUERFANO FIRE DIST.	1,501.72	18,054.22	2,012.32	17,543.62
HUERFANO CO FIRE PROTECTION DIST	4,124.82	89,832.35	6,707.61	87,249.56
COUNTY CLERK SUR CHARGE	167,762.50	182,495.35	167,762.50	182,495.35
COUNTY CLERK	5,801.52	190.00	178.89	5,812.63
SCHOOL DIST. RE-1 GENERAL	26,904.41	534,327.02	28,182.45	533,048.98
SCHOOL DIST. RE-1 CAP. RES.	0.00			0.00
SCHOOL DIST. RE-1 BOND	9,858.97	195,821.03	9,858.97	195,821.03
SCHOOL DIST. RE-1 INSURANCE REV.	0.47			0.47
SCHOOL DIST. RE-2 GENERAL	11,344.14	530,608.02	12,652.87	529,299.29
SCHOOL DIST. RE-2 CAP. RES.	0.00			0.00
SCHOOL DIST. RE-2 BOND	5,646.73	156,989.88	5,646.73	156,989.88
TAX SALE & REDEMPTIONS	10,206.08	155,117.67	154,687.37	10,636.38
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			0.00
SPECIFIC OWNERSHIP	0.00			0.00
LAND USE FUND	29,770.06			29,772.35
CONSERVATION TRUST FUND	0.00			0.00
MOTOR VEHICLE	0.00	2,709.23	2,709.23	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	3,802.69	1,679.33	5,482.02
COUNTY PROPERTY SALES	765.00		765.00
PILT	64,301.71		64,301.71
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.	0.38	.04	0.42
BUSINESS RECRUITMENT	0.00		0.00
EMERGENCY RESERVE FUND	0.00		0.00
GRAND TOTALS	\$7,147,801.35	\$4,677,251.10	\$2,502,953.31
			\$9,322,099.14

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

Debra J Reynolds
 HUERFANO COUNTY TREASURER:

4-6-2013
 DATE:

MONTHLY REPORT OF HUERFANO COUNTY TREASURER
 FEBRUARY 01, 2023 THRU FEBRUARY 28, 2023

FUND	REVENUES DEPOSITS	INTEREST EARNED	TRANSFERS (IN)	DISBURSEMENTS - TRANSFERS (OUT)	ENDING BALANCE
COMMUNITY BANKS OF SO COLORADO	986,230.05		91,842.69		1,297,806.13
TREASURERS CASH	500,000.00	6,290.07			700.00
COLO TRUST (INVESTMENT)	1,522,084.87	6.25	822,251.64	1,725,008.67	1,947,632.74
BANK OF THE WEST OPERATING ACCT		1.47			1,858,468.67
BANK OF THE WEST MM ACCT					1,178,754.15
BANK OF THE WEST CD START 3/25/22					50,000.00
HCB CD START 4/18/13-CLOSED 4/25/19					0.00
HUERFANO CONSERVATION TRUST FUND		2.29			29,772.35
CSAPE (INVESTMENT)	350,000.00	3,096.39			1,187,360.67
PEAKS INVESTMENTS MANAGEMENT					523,061.70
LPL FINANCIAL					1,720,892.57
WELLS FARGO (TRANSFED TO PEAKS INV)					0.00
PFM FUNDS - CSIP (START 2/26/13)		1,186.12			527,650.16
GRAND TOTALS	\$3,358,314.92	\$10,582.59	\$730,408.95	\$1,925,008.67	\$9,322,099.14

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

4-6-2023
 DATE

Debra J Reynolds
 HUERFANO COUNTY TREASURER