

SAN MIGUEL COUNTY

BOARD OF COMMISSIONERS

ELAINE FISCHER

ART GOODTIMES

JOAN MAY

REGULAR MEETING AGENDA
WEDNESDAY, FEBRUARY 25, 2015
Glockson Building, 1120 Summit Street
Norwood, Colorado

9:30 am

1. Call to order.
2. Review of Agenda.
3. Calendar Review.
4. **CONSENT AGENDA:**
 - a. Authorization of January 2015 Payroll and Vendor Payments.
 - b. Approval of Chair's signature on Colorado Department of Transportation Division of Transit and Rail FTA Section 5316 Grant Agreement to receive \$60,800 in 2015 for reimbursement of purchase of two replacement passenger vans used in SMC Van Pool Service.
 - c. Approval of Consulting Agreement with ValueWest, Inc. for commercial real property and residential condominium re-appraisal and website services in 2015 for the benefit of the San Miguel County Assessor in the amount of \$58,980.
 - d. Approval to re-appoint John Arnold as a regular member to County Lodging Tax Panel to a term ending February 8, 2018.
 - e. Approval to re-appoint Frank Ruggeri as a regular member to County Lodging Tax Panel to a term ending February 8, 2018.
 - f. Ratification of county signing on to support Colorado (CO) HB 1194 to allow the CO Department of Public Health and Environment to accept additional state general funds to continue distribution of long-acting reversible contraception as part of its family planning efforts.
 - g. Ratification of Chair's signature on County Veterans Service Officer's January 2015 Report.
 - h. Ratification of Chair's signature on letter dated February 4, 2015 to Telluride Town Council requesting the two entities discuss forming a committee to discuss developing an affordable housing project on county Sunnyside Lot.
 - i. Ratification of Chair's signature on letter dated February 9, 2015 to Colorado Department of Public Health and Environment in support of grant application submitted by the Norwood Fire Protection District for funds toward purchasing a replacement ambulance.
 - j. Ratification of Chair's signature on letter dated February 6, 2015 to USDA grant committee in support of the Town of Ophir's grant request to bring broadband to its community.
 - k. Ratification of Chair's signature on letter dated February 6, 2015 to Telluride School District Board requesting the school assist the Town of Ophir with funding toward a grant match requirement of a CFDA grant application submitted by Town.
 - l. Ratification of Chair's signature on letter dated February 10, 2015 to Town of Ophir committing the county to funding \$10,000 toward a grant match requirement of a CFDA grant application submitted by Town.
 - m. Acceptance of February 19, 2015 Telluride Regional Airport Monthly Report.
 - n. Approval of Chair's signature on Social Services Department December 2014 Earned Revenue and Expenditures, January 2015 Check Register, January 2015 Expenditures through Electronic Benefit Transfers, January 2015 County Allocation / MOE report, December 2014 Balance Sheet, January 2015 Caseload Report.
 - o. Approval to amend the Agreement for Services previously approved July 8, 2014 with Backcountry Surveying to survey Wasatch Trail thru certain mining claims in upper Bear Creek extending term of contract to March 1, 2015 and increasing amount from \$10,000 to \$11,500.

- p. Approval of Chair's signature on a letter to CDPHE Pollution Prevention Advisory Board in support of an EcoAction Partners' RREO grant application for the Sneffels Regional Composting project.
- q. Acceptance of Building Department Monthly Report for January 2015.
- r. Other.

9:40 am

- 5. ADMINISTRATIVE MATTERS: (50min)
 - a. Second reading of County Mass Transportation Ordinance / MOTION / Steve Zwick (5min)
 - b. Presentation of the new county website design / Heather Widlund (20min)
 - c. Public Lands / Consideration to send a letter to State Senator Ellen Roberts and State Representative Don Coram in opposition to SB15039 in the Colorado State Senate that proposes concurrent jurisdiction over certain Federal Lands by the State of Colorado / Leigh Robertson / MOTION (5min)
 - d. Boards and Commissions / Consideration to appoint Monet Ragsdale to regular seat on the Norwood Lone Cone Library Board to a term ending 12/31/19 / MOTION / Nina Kothe (5min)
 - e. Public Lands / Update with USFS Norwood District Ranger / Judy Schutza (15min)
 - f. Other, as needed

10:30 am

- 6. SOCIAL SERVICES MATTERS: (15min)
 - a. Discussion of differential response in Child Welfare / Carol Friedrich
 - b. Other if needed.

10:45 am

- 7. ADMINISTRATOR'S REPORT: (15min)
 - a. Update with County Administrator / Lynn Black

11:00 am

- 8. COMMISSIONER AND PUBLIC DISCUSSION: (30min)
 - a. Public Discussion. (10min)
 - b. Update on Outside Meetings. (5min)
 - 1. Elaine Fischer- SMTAC / CCI / EcoAction / SneffelsEB
 - 2. Art Goodtimes – FSSuper / UteApology / SBADMR / WEBA
 - 3. Joan May – SWCD / Airport / SMH2OShed /
 - c. Website postings and press releases.
 - d. General Discussion. (5min)
 - 1. Discussion of BOCC meeting schedule.

11:30 am

- 9. ATTORNEY MATTERS: (Any of these items may involve an Executive Session)(30min)
 - a. Discussion regarding recreational access easement, Citation (4)(b) / Linda Luther / Steve Zwick
 - b. Other, as needed

12:00 pm

- 10. Adjournment.

This agenda is subject to change including the addition of items or the deletion of items at any time. Times (except for public hearings) are approximate; lengths of discussions may be shorter or longer, at the board's discretion. If you are planning to come speak to a matter, let the board know by calling 728-3844, so we can be sure not to start an item earlier than scheduled.

Packet materials will be available on the San Miguel County website at www.sanmiguelcounty.org no later than 5:00 pm on the Friday prior to the meeting.

Agenda Distribution:

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Town of Mountain Village	Town of Norwood	

FOR CONSENT AGENDA FEBRUARY 25th, 2015

APPROVAL OF JANUARY PAYROLLS &
JANUARY 2015 VENDOR PAYMENTS

CHECKS ISSUED JAN 1ST THRU JAN 31ST, 2015
FROM FUND/DISTRICT AS FOLLOWS:

FUND	PAYROLL	SPECIAL REQUEST VENDOR
GENERAL FUND - 101	\$512,733.35	\$438,522.36
ROAD & BRIDGE FUND - 102	\$116,420.38	\$122,030.56
SOCIAL SERVICES FUND - 103	\$89,302.33	\$225.07
SALES TAX CAPITAL FUND - 104	\$0.00	\$150,132.08
CAPITAL EXPENDITURES - 106	\$0.00	\$21,532.73
RETIREMENT FUND -107	\$34,831.52	\$0.00
PARKS/OPEN SPACE - 108	\$29,138.07	\$67,013.02
CONSERVATION TRUST FUND - 109	\$0.00	\$75,000.00
LODGING TAX - 110	\$0.00	\$1,032.07
VEGETATION MANAGEMENT - 111	\$0.00	\$110.90
PUBLIC HEALTH & ENVIRONMNT - 115	\$33,057.47	\$85,774.36
ENERGY FUND - 116	\$0.00	\$0.00
HOUSING AUTHORITY - 224	\$0.00	\$2,940.09
DISPOSAL DISTRICT - 226	\$0.00	\$5,802.46
TOTALS	\$815,483.12	\$970,115.70

Subject: Fw: 2015-5316 grant for the San Miguel County (2 Van Replacements: 491000813)

From: Nina Kothe (ninak@sanmiguelcounty.org)

To: johnh@sanmiguelcounty.org; lynnb@sanmiguelcounty.org;

Date: Tuesday, February 3, 2015 12:16 PM

Can we place this on the agenda for Norwood on the 25th or authorize signature tomorrow and ratify on the 25th?

Nina Kothe -San Miguel County Commissioners Office

P.O. Box 1170 Telluride - Colorado 81435

970 728-3844 FAX 970 728-3718

ninak@sanmiguelcounty.org

[San Miguel County Website](#)

----- Forwarded Message -----

From: "Caldwell - CDOT, Phillip" <phillip.caldwell@state.co.us>

To: Nina Kothe <ninak@sanmiguelcounty.org>

Cc: Cletus Thiessen - CDOT <cletus.thiessen@state.co.us>; Rob Andresen - CDOT <rob.andresen@state.co.us>; Tom Mauser - CDOT <tom.mauser@state.co.us>; Leah Ware - CDOT <leah.ware@state.co.us>; Shane Gendron <shane.gendron@state.co.us>; George Strimbu <george.strimbu@state.co.us>

Sent: Tuesday, February 3, 2015 12:09 PM

Subject: 2015-5316 grant for the San Miguel County (2 Van Replacements: 491000813)

Hi Nina,

Please find attached the 2015-5316 grant for the **San Miguel County (2 Van Replacements: 491000813)**.

Please review prior to signature to make sure the documents are correct, **print four (4) copies of each document, and sign at the signature page with original signature (NO COPIED OR STAMPED SIGNATURES WILL BE ACCEPTED PER OSC POLICY), single-sided, and have them returned to the address below** as soon as you can so that the amendments can then be sent to the remaining appropriate State parties for signature. Once all parties have provided their signature, DTR will send you a fully executed copy, complete with all signatures. You may retain a copy of the amendments while the signature process takes place. However, the copies submitted for signature must stay together throughout the entire process.

Please contact me if you have any grant amendment specific questions.

If you have any project questions, please contact your Grant Coordinator.

Thank you!

Phillip Caldwell - Contract Administrator

Inline image 1

P 303.757.9756 | F 303.757.9867

4201 E. Arkansas Ave., Suite 200, Denver, CO 80222

Phillip.Caldwell@state.co.us | www.coloradodot.info | www.cotrip.org

STATE OF COLORADO
Colorado Department of Transportation
Division of Transit and Rail
FTA Section 5316 Grant Agreement
with
SAN MIGUEL COUNTY

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1. PARTIES

This Grant (“Grant”) is entered into by and between SAN MIGUEL COUNTY (“Grantee”), and the STATE OF COLORADO acting by and through the Colorado Department of Transportation, Division of Transit and Rail (“State” or “CDOT”). Grantee and the State hereby agree to the following terms and conditions.

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY

This Grant shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (“Effective Date”). Except as provided in Section 7(B)(v), the State shall not be liable to pay or reimburse Grantee for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. RECITALS

A. Authority, Appropriation, and Approval

Authority to enter into this Grant exists in CRS §§43-1-106, 43-1-110, 43-1-117.5, 43-1-701, 43-1-702 and 43-2-101(4)(c) as amended, and funds have been budgeted, appropriated and otherwise made available pursuant to MAP-21, SAFETEA_LU, 23 USC §104 and 23 USC §149 and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. Consideration

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Grant.

C. Purpose

In accordance with 49 USC §5316, the purpose of this Grant is to assist individuals with disabilities with transportation, including transportation to and from jobs and employment support services. 49 U.S.C. 5316. The work to be completed under this Grant by the Grantee is more specifically described in **Exhibit A**.

D. References

All references in this Grant to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

4. DEFINITIONS

The following terms as used herein shall be construed and interpreted as follows:

A. Budget

“Budget” means the budget for the Work described in **Exhibit A**.

B. Evaluation

“Evaluation” means the process of examining Grantee’s Work and rating it based on criteria established in §6 and **Exhibits A, B, C and D**.

C. Exhibits and other Attachments

The following are attached hereto and incorporated by reference herein: **Exhibit A** (Scope of Work and Budget), **Exhibit B** (Additional FTA Requirements), **Exhibit C** (Non-Discrimination Notice), **Exhibit D** (Certifications and Assurances), **Exhibit E** (Verification of Payment), **Exhibit F** (Supplemental Federal Provisions), **Exhibit G** (Security Agreement), and **Exhibit H** (Procurement Authorization).

D. Federal Funds

“Federal Funds” means the funds provided by the Federal Transit Administration (“FTA”) to fund performance of the work.

E. Goods

“Goods” means tangible material acquired, produced, or delivered by Grantee either separately or in conjunction with the Services Grantee renders hereunder.

F. Grant

“Grant” means this Grant, its terms and conditions, attached exhibits, documents incorporated by reference under the terms of this Grant, and any future modifying agreements, exhibits, attachments or references incorporated herein.

G. Grant Funds

“Grant Funds” means available funds payable by the State to Grantee pursuant to this Grant.

H. Grantee

“Grantee” for the purposes of this Grant means the Grantee named in Section 1.

I. Local Funds

“Local Funds” means funds provided by any city, county, or entity (public or private) for performance of the Work and includes in-kind contribution.

J. Master Agreement

“Master Agreement” means the FTA document incorporated by reference and made part of FTA’s standard terms and conditions governing the administration of a project supported with federal assistance awarded by FTA.

K. Other than Urbanized (Non-urbanized) Area

“Other than Urbanized (Nonurbanized) Area” means any area outside of an urbanized area. The term “nonurbanized area” includes Rural Areas and urban areas under 50,000 in population not included in an Urbanized Area.

L. Party or Parties

“Party” means the State or Grantee and “Parties” means both the State and Grantee.

M. Project

“Project” means Work identified in **Exhibit A**.

N. Public Transportation

“Public Transportation” for purposes of the federal transit program, has the same meaning as “transit,” and “mass transportation,” and:

- (1) Includes transportation by a conveyance that provides regular and continuing:
 - a. General transportation to the public, or
 - b. Special transportation to the public, but
- (2) Does not include:
 - a. School bus transportation,
 - b. Charter transportation
 - c. Sightseeing transportation,
 - d. Intercity bus transportation, or
 - e. Intercity passenger rail transportation provided by Amtrak or a successor to the entity described in 49 USC chapter 243 (Amtrak).

O. Review

“Review” means examining Grantee’s Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in **§6, §19** and **Exhibit A**.

P. Rural Area

“Rural Area” means an area with low population and density outside the boundaries of an urban area. However, the term “rural” is commonly used to refer to all areas other than urbanized areas and is so used in this Grant.

Q. Services

“Services” means the required services to be performed by Grantee pursuant to this Grant.

R. Subgrantee

“Subgrantee” means third-parties, if any, engaged by Grantee to aid in performance of its obligations.

S. Third Party Participant

“Third Party Participant” means, unless FTA determines otherwise in writing, all participants in the Grantee’s Project that are not CDOT or FTA, such as:

1. Subgrantees,
2. Lessees,
3. Third party contractors,
4. Third party subcontractors, and
5. Other participants in the Grantee’s Project.

T. Urban Area

“Urban Area” means an area that includes a municipality or other built-up place that the Secretary of Commerce, after considering local patterns and trends of urban growth, decides is appropriate for a local public transportation system to serve individuals in a locality.

U. Urbanized Area

“Urbanized Area” means an area encompassing a population of not less than 50,000 people that has been defined and designated in the most recent decennial census as an “urbanized area” by the Secretary of Commerce. “Small urbanized areas” as used in the context of FTA formula grant programs are urbanized areas with a population of at least 50,000 but less than 200,000.

V. Work

“Work” means the tasks and activities Grantee is required to perform to fulfill its obligations under this Grant and **Exhibit A**, including the performance of the Services and delivery of the Goods.

W. Work Product

“Work Product” means the tangible or intangible results of Grantee’s Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

5. TERM

A. Initial Term-Work Commencement

The Parties’ respective performances under this Grant shall commence on **the Effective Date**. This Grant shall terminate on **December 31, 2017** unless sooner terminated or further extended as specified elsewhere herein.

B. Two Month Extension

The State, at its sole discretion upon written notice to Grantee as provided in **§16**, may unilaterally extend the term of this Grant for a period not to exceed two months if the Parties are negotiating a replacement Grant (and not merely seeking a term extension) at or near the end of any initial term or any extension thereof. The provisions of this Grant in effect when such notice is given, including, but not limited to prices, rates, and delivery requirements, shall remain in effect during the two month extension. The two-month extension shall immediately terminate when and if a replacement Grant is approved and signed by the Colorado State Controller.

6. STATEMENT OF WORK / CONTRACT OBJECTIVE PLAN

A. Completion

Grantee shall complete the Work and its other obligations as described herein and in **Exhibit A** on or before **December 31, 2017**. Except as provided in §7(B)(v), the State shall not be liable to compensate Grantee for any Work performed prior to the Effective Date or after the termination of this Grant.

B. Goods and Services

Grantee shall procure Goods and Services necessary to complete the Work. Such procurement shall be accomplished using the Grant Funds and shall not increase the maximum amount payable hereunder by the State.

C. Employees

All persons employed by Grantee or Subgrantee(s) shall be considered Grantee’s or Subgrantee’s employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Grant.

D. Federal Laws, Rules and Regulations

If the Grant Funds involves federal funding, Grantee understands and agrees that federal laws, rules and regulations will control the Work and its implementation. Unless a written waiver is granted, Grantee agrees to comply with all required federal laws, rules and regulations applicable to the Work, in addition to all State requirements.

7. PAYMENTS TO GRANTEE

The State shall, in accordance with the provisions of this §7, pay Grantee in the following amounts and using the methods set forth below:

A. Maximum Amount

The maximum amount payable under this Grant to Grantee by the State is \$60,800.00, as determined by the State from available funds. Grantee agrees to provide any additional funds required for the successful completion of the Work. Payments to Grantee are limited to the unpaid obligated balance of the Grant as set forth in **Exhibit A**.

B. Payment

i. Invoicing

Any advance payment allowed under this Grant shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant. Grantee shall initiate any payment requests by submitting invoices to the State in the form and manner set forth and approved by the State.

ii. Interest

The State shall fully pay each invoice within 30 days of receipt thereof if the amount invoiced represents performance by Grantee previously accepted by the State. Uncontested amounts not paid by the State within 30 days may, if Grantee so requests, bear interest on the unpaid balance beginning on the 31st day at a rate not to exceed one percent per month until paid in full; provided, however, that interest shall not accrue on unpaid amounts that are subject to a good faith dispute. Grantee shall invoice the State separately for accrued interest on delinquent amounts. The billing shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Available Funds-Contingency-Termination

The State is prohibited by law from making fiscal commitments beyond the term of the State's current fiscal year. Therefore, Grantee's compensation is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions, set forth below. If federal funds are used with this Grant in whole or in part, the State's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Grant shall be made only from available funds encumbered for this Grant and the State's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State or federal funds are not appropriated, or otherwise become unavailable to fund this Grant, the State may immediately terminate this Grant in whole or in part without further liability in accordance with the provisions herein.

iv. Erroneous Payments

At the State's sole discretion, payments made to Grantee in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by Grantee, may be recovered from Grantee by deduction from subsequent payments under this Grant or other Grants, grants or agreements between the State and Grantee or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any person or entity other than the State.

v. Retroactive Payments

The State shall pay Grantee for costs or expenses incurred or performance by the Grantee prior to the Effective Date, only if (1) the Grant Funds involve federal funding and (2) federal laws, rules and regulations applicable to the Work provide for such retroactive payments to the Grantee. Any such retroactive payments shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant or such Exhibit. Grantee shall initiate any payment request by submitting invoices to the State in the form and manner set forth and approved by the State. As authorized by the FTA, such Grantee share (local funds) may include costs or expenses incurred or performance by the Grantee prior to the Effective Date.

C. Use of Funds

Grant Funds shall be used only for eligible costs identified herein and/or in the Budget.

D. Local Funds

Grantee shall provide Local Funds as provided in **Exhibit A**. Payments to Grantee of Grant Funds will be made for Project expenditures reported by Grantee and submitted to and accepted by the State for payment based on the ratio of required Federal Funds and Local Funds for which Grantee has submitted to the State.

E. Payment Compliance

All Grant reimbursements shall comply with 49 CFR Part 18 of the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Additionally, Grantee shall only be reimbursed for costs allowable under 2 CFR Part 125, Appendix A.

8. REPORTING - NOTIFICATION

Reports, Evaluations, and Reviews required under this **§8** shall be in accordance with the procedures of and in such form as prescribed by the State, if applicable.

A. Performance, Progress, Personnel, and Funds

State shall submit a report to the Grantee upon expiration or sooner termination of this Grant, containing an Evaluation and Review of Grantee's performance and the final status of Grantee's obligations hereunder. In addition, Grantee shall comply with all reporting requirements, if any, set forth in the Manual and/or **Exhibits B** and **F**.

B. Litigation Reporting

Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Grant or which may affect Grantee's ability to perform its obligations hereunder, Grantee shall notify the State of such action and deliver copies of such pleadings to the State's principal representative as identified herein. If the State's principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of CDOT.

C. Noncompliance

Grantee's failure to provide reports and notify the State in a timely manner in accordance with this **§8** may result in the delay of payment of funds and/or termination as provided under this Grant.

D. Subgrants

Copies of any and all subgrants entered into by Grantee to perform its obligations hereunder shall be submitted to the State or its principal representative upon request by the State. Any and all subgrants entered into by Grantee related to its performance hereunder shall comply with all applicable federal and State laws and shall provide that such subgrants be governed by the laws of the State of Colorado.

9. GRANTEE RECORDS

Grantee shall make, keep, maintain and allow inspection and monitoring of the following records:

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records until the last to occur of the following: **(i)** a period of three years after the date this Grant is completed or terminated, or **(ii)** final payment is made hereunder, whichever is later, or **(iii)** for such further period as may be necessary to resolve any pending matters, or **(iv)** if an audit is occurring, or Grantee has received notice that an audit is pending, then until such audit has been completed and its findings have been resolved (the "Record Retention Period").

B. Inspection

Grantee shall permit the State, the federal government and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Grantee's records related to this Grant during the Record Retention Period for a period of three years following termination of this Grant or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate Grantee's performance hereunder. The State reserves the right to inspect the Work at all reasonable

times and places during the term of this Grant, including any extension. If the Work fails to conform to the requirements of this Grant, the State may require Grantee promptly to bring the Work into conformity with Grant requirements, at Grantee's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Grantee to take necessary action to ensure that future performance conforms to Grant requirements and exercise the remedies available under this Grant, at law or in equity in lieu of or in conjunction with such corrective measures.

C. Monitoring

Grantee shall permit the State, the federal government, and other governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Grantee pursuant to the terms of this Grant using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Grantee's performance hereunder.

D. Final Audit Report

If an audit is performed on Grantee's records for any fiscal year covering a portion of the term of this Grant, Grantee shall submit a copy of the final audit report to the State or its principal representative at the address specified herein.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

Grantee shall comply with the provisions of this §10 if it becomes privy to confidential information in connection with its performance hereunder. Confidential information, includes, but is not necessarily limited to, any State records, personnel records, and information concerning individuals. Such information shall not include information required to be disclosed pursuant to the Colorado Open Records Act, CRS §24-72-101 *et seq.*

A. Confidentiality

Grantee shall keep all State records and information confidential at all times and to comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of Grantee shall be immediately forwarded to the State's principal representative.

B. Notification

Grantee shall notify its agent, employees, Subgrantees, and assigns who may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before they are permitted to access such records and information.

C. Use, Security, and Retention

Confidential information of any kind shall not be distributed or sold to any third party or used by Grantee or its agents in any way, except as authorized by this Grant or approved in writing by the State. Grantee shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Grantee or its agents, except as permitted in this Grant or approved in writing by the State.

D. Disclosure-Liability

Disclosure of State records or other confidential information by Grantee for any reason may be cause for legal action by third parties against Grantee, the State or their respective agents. To the extent permitted by law, the Grantee shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to this §10.

11. CONFLICTS OF INTEREST

Grantee shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Grantee's obligations hereunder. Grantee acknowledges that

with respect to this Grant, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations to the State hereunder. If a conflict or appearance exists, or if Grantee is uncertain whether a conflict or the appearance of a conflict of interest exists, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict constitutes a breach of this Grant.

12. REPRESENTATIONS AND WARRANTIES

Grantee makes the following specific representations and warranties, each of which was relied on by the State in entering into this Grant.

A. Standard and Manner of Performance

Grantee shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in the industry, trades or profession and in the sequence and manner set forth in this Grant.

B. Legal Authority – Grantee and Grantee's Signatory

Grantee warrants that it possesses the legal authority to enter into this Grant and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Grant, or any part thereof, and to bind Grantee to its terms. If requested by the State, Grantee shall provide the State with proof of Grantee's authority to enter into this Grant within 15 days of receiving such request.

C. Licenses, Permits, Etc.

Grantee represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorization required by law to perform its obligations hereunder. Grantee warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Grant, without reimbursement by the State or other adjustment in Grant Funds. Additionally, all employees and agents of Grantee performing Services under this Grant shall hold all required licenses or certifications, if any, to perform their responsibilities. Grantee, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Grantee to properly perform the terms of this Grant shall be deemed to be a material breach by Grantee and constitute grounds for termination of this Grant.

13. INSURANCE

Grantee and its Subgrantees shall obtain and maintain insurance as specified in this section at all times during the term of this Grant: All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Grantee and the State.

A. Grantee

i. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, *et seq.*, as amended (the "GIA"), then Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Grantee shall show proof of such insurance satisfactory to the State, if requested by the State. Grantee shall require each Grant with Subgrantees that are public entities, providing Goods or Services hereunder, to include the insurance requirements necessary to meet Subgrantee's liabilities under the GIA.

ii. Non-Public Entities

If Grantee is not a "public entity" within the meaning of the GIA, Grantee shall obtain and maintain during the term of this Grant insurance coverage and policies meeting the same requirements set forth in §13(B) with respect to Subgrantees that are not "public entities".

B. Grantee and Subgrantees

Grantee shall require each Grant with Subgrantees, other than those that are public entities, providing Goods or Services in connection with this Grant, to include insurance requirements substantially similar to the following:

i. Worker's Compensation

Worker's Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Grantee and Subgrantee employees acting within the course and scope of their employment.

ii. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: **(a)** \$1,000,000 each occurrence; **(b)** \$1,000,000 general aggregate; **(c)** \$1,000,000 products and completed operations aggregate; and **(d)** \$50,000 any one fire.

iii. Automobile Liability

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

iv. Additional Insured

Grantee and the State shall be named as additional insured on the Commercial General Liability Insurance policy (leases and construction Grants require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent).

v. Primacy of Coverage

Coverage required of Grantee and Subgrantees shall be primary over any insurance or self-insurance program carried by Grantee or the State.

vi. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the Grantee and Grantee shall forward such notice to the State in accordance with §16 (Notices and Representatives) within seven days of Grantee's receipt of such notice.

vii. Subrogation Waiver

All insurance policies in any way related to this Grant and secured and maintained by Grantee or its Subgrantees as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

C. Certificates

Grantee and all Subgrantees shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Grant. No later than 15 days prior to the expiration date of any such coverage, Grantee and each Subgrantee shall deliver to the State or Grantee certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Grant or any subgrant, Grantee and each Subgrantee shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this §13.

14. BREACH

A. Defined

In addition to any breaches specified in other sections of this Grant, the failure of either Party to perform any of its material obligations hereunder, in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in §16. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in §15. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Grant in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

15. REMEDIES

If Grantee is in breach under any provision of this Grant, the State shall have all of the remedies listed in this §15 in addition to 49 CFR §18.43 and all other remedies set forth in other sections of this Grant following the notice and cure period set forth in §14(B), provided however, that the State may terminate this Grant pursuant to §15(B) without a breach. The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

A. Termination for Cause and/or Breach

If Grantee fails to perform any of its obligations hereunder with such diligence as is required to ensure its completion in accordance with the provisions of this Grant and in a timely manner, the State may notify Grantee of such non-performance in accordance with the provisions herein. If Grantee thereafter fails to promptly cure such non-performance within the cure period, the State, at its option, may terminate this entire Grant or such part of this Grant as to which there has been delay or a failure to properly perform. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder. Grantee shall continue performance of this Grant to the extent not terminated, if any.

i. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant's terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or subgrants. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State. All Work Product, at the option of the State, shall be delivered by Grantee to the State and shall become the State's property.

ii. Payments

The State shall reimburse Grantee only for accepted performance up to the date of termination. If, after termination by the State, it is determined that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Grant had been terminated in the public interest, as described herein.

iii. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services. Grantee shall be liable for excess costs incurred by the State in procuring from third parties replacement Work, Services or substitute Goods as cover.

B. Early Termination in the Public Interest

The State is entering into this Grant for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or courts. If this Grant ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Grant in whole or in part. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This subsection shall not apply to a termination of this Grant by the State for cause or breach by Grantee, which shall be governed by §15(A) or as otherwise specifically provided for herein.

i. Method and Content

The State shall notify Grantee of such termination in accordance with §16. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Grant.

ii. Obligations and Rights

Upon receipt of a termination notice, Grantee shall be subject to and comply with the same obligations and rights set forth in §15(A)(i).

iii. Payments

If this Grant is terminated by the State pursuant to this §15(B), Grantee shall be paid an amount which bears the same ratio to the total reimbursement under this Grant as the Services satisfactorily performed bear to the total Services covered by this Grant, less payments previously made. Additionally, if this Grant is less than 60% completed, the State may reimburse Grantee for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Grant) incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

C. Remedies Not Involving Termination

The State, in its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

i. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of this Grant pending necessary corrective action as specified by the State without entitling Grantee to an adjustment in price/cost or performance schedule. Grantee shall promptly cease performance and incurring costs in accordance with the State's directive and the State shall not be liable for costs incurred by Grantee after the suspension of performance under this provision.

ii. Withhold Payment

Withhold payment to Grantee until corrections in Grantee's performance are satisfactorily made and completed.

iii. Deny Payment

Deny payment for those obligations not performed, that due to Grantee's actions or inactions, cannot be performed or, if performed, would be of no value to the State; provided, that any denial of payment shall be reasonably related to the value to the State of the obligations not performed.

iv. Removal

Demand removal of any of Grantee's employees, agents, or Subgrantees whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Grant is deemed to be contrary to the public interest or not in the State's best interest.

v. Intellectual Property

If Grantee infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Grant, Grantee shall, at the State's option (a) obtain for the State or Grantee the right to use such products and services; (b) replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, (c) if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.

16. NOTICES and REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party’s principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

A. State:

Cletus Thiessen
Division of Transit and Rail
4201 E. Arkansas Ave.
Denver, CO 80222
303-757-9767
cletus.thiessen@state.co.us

B. Grantee:

Nina Kothe
SAN MIGUEL COUNTY
Box 486 - 1120 Summit St.
Norwood, CO, 81423
970-728-3844
ninak@sanmiguelcounty.org

17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

Grantee agrees to provide to the State a royalty-free, non-exclusive and irrevocable license to reproduce publish or otherwise use and to authorize others to use the Work Product described herein, for the Federal Government and State purposes. All Work Product shall be delivered to the State by Grantee upon completion or termination hereof.

18. GOVERNMENTAL IMMUNITY

Notwithstanding any other provision to the contrary, nothing herein shall constitute a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the GIA. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the GIA and the risk management statutes, CRS §24-30-1501, *et seq.*, as amended.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Grantee under this Grant is \$100,000 or greater, either on the Effective Date or at anytime thereafter, this §19 applies.

Grantee agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state Grants and inclusion of Grant performance information in a statewide Contract Management System.

Grantee’s performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Grant, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Grantee’s performance shall be part of the normal Grant administration process and

Grantee's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Grantee's obligations under this Grant shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Grantee's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Grant term. Grantee shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Grantee demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by CDOT and showing of good cause, may debar Grantee and prohibit Grantee from bidding on future Grants. Grantee may contest the final Evaluation, Review and Rating by: (a) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (b) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Grantee, by the Executive Director, upon a showing of good cause.

20. GENERAL PROVISIONS

A. Assignment and Subgrants

Grantee's rights and obligations hereunder are personal and may not be transferred, assigned or subgranted without the prior, written consent of the State. Any attempt at assignment, transfer, or subgranting without such consent shall be void. All assignments, subgrants, or Subgrantees approved by Grantee or the State are subject to all of the provisions hereof. Grantee shall be solely responsible for all aspects of subgranting arrangements and performance.

B. Binding Effect

Except as otherwise provided in §20(A), all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

C. Captions

The captions and headings in this Grant are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

D. Counterparts

This Grant may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

E. Entire Understanding

This Grant represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

F. Indemnification-General

Grantee shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to the terms of this Grant; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the GIA, or the Federal Tort Claims Act, 28 USC 2671 *et seq.*, as applicable, as now or hereafter amended.

G. Jurisdiction and Venue

All suits, actions, or proceedings related to this Grant shall be held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

H. Modification

i. By the Parties:

Except as specifically provided in this Grant, modifications of this Grant shall not be effective unless agreed to in writing by the Parties in an amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies, including, but not limited to, the policy entitled MODIFICATIONS OF CONTRACTS - TOOLS AND FORMS.

ii. By Operation of Law

This Grant is subject to such modifications as may be required by changes in federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Grant on the effective date of such change, as if fully set forth herein.

I. Order of Precedence

The provisions of this Grant shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Grant and its exhibits and attachments including, but not limited to, those provided by Grantee, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. Exhibit F** (Supplemental Federal Provisions),
- ii. Exhibit B** (Additional FTA Requirements),
- iii.** Colorado Special Provisions,
- iv.** The Provision of the main body of this Grant,
- v. Exhibit A** (Scope of Work and Budget),
- vi. Additional Exhibits** in the order in which they appear.

J. Severability

Provided this Grant can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

K. Survival of Certain Grant Terms

Notwithstanding anything herein to the contrary, provisions of this Grant requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Grantee fails to perform or comply as required.

L. Taxes

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 *et seq.* Such exemptions apply when materials are purchased or services rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Grantee shall be solely liable for paying such taxes as the State is prohibited from paying for or reimbursing Grantee for them.

M. Third Party Beneficiaries

Enforcement of this Grant and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

N. Waiver

Waiver of any breach of a term, provision, or requirement of this Grant, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

O. CORA Disclosure

To the extent not prohibited by federal law, this Grant and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, *et seq.*

21. COLORADO SPECIAL PROVISIONS

These Special Provisions apply to all Grants except where noted in italics.

A. CONTROLLER'S APPROVAL. CRS §24-30-202 (1)

This Grant shall not be deemed valid until it has been approved by the Colorado State Controller or designee.

B. FUND AVAILABILITY. CRS §24-30-202(5.5)

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY

No term or condition of this Grant shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 *et seq.*, or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 *et seq.*, as applicable now or hereafter amended.

D. INDEPENDENT CONTRACTOR

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

E. COMPLIANCE WITH LAW

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

F. CHOICE OF LAW

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this grant. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Grant, to the extent capable of execution.

G. BINDING ARBITRATION PROHIBITED

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Grant or incorporated herein by reference shall be null and void.

H. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00

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

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-201 and 24-50-507

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Grant. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

J. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4

[Not applicable to intergovernmental agreements]

Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, *et seq.*; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

K. PUBLIC GRANTS FOR SERVICES. CRS §8-17.5-101

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]

Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Grant and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Grant, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c), Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant or enter into a grant with a Subgrantee that fails to certify to Grantee that the Subgrantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant. Grantee (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Grant is being performed, (b) shall notify the Subgrantee and the granting State agency within three days if Grantee has actual knowledge that a Subgrantee is employing or contracting with an illegal alien for work under this Grant, (c) shall terminate the subgrant if a Subgrantee does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the State program, Grantee shall deliver to the granting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 *et seq.*, the granting State agency, institution of higher education or political subdivision may terminate this Grant for breach and, if so terminated, Grantee shall be liable for damages.

L. PUBLIC GRANTS WITH NATURAL PERSONS. CRS §24-76.5-101

Grantee, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 *et seq.*, and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this Grant.

SPs Effective 1/1/09

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22. SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS GRANT

*** Persons signing for Grantee hereby swear and affirm that they are authorized to act on Grantee’s behalf and acknowledge that the State is relying on their representations to that effect.**

<p style="text-align: center;">GRANTEE SAN MIGUEL COUNTY</p> <p>By: _____ Print Name of Authorized Individual</p> <p>Title: _____ Print Title of Authorized Individual</p> <p>_____</p> <p>*Signature</p> <p style="text-align: right;">Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO John W. Hickenlooper, Governor Colorado Department of Transportation Donald E. Hunt – Executive Director</p> <p>_____</p> <p>By:</p> <p>Signatory avers to the State Controller or delegate that, except as specified herein, Grantee has not begun performance or that a Statutory Violation waiver has been requested under Fiscal Rules</p> <p style="text-align: right;">Date: _____</p>
<p style="text-align: center;">2nd Grantee Signature if Needed</p> <p>By:</p> <p>Title:</p> <p>_____</p> <p>*Signature</p> <p style="text-align: right;">Date: _____</p>	

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State grants. This Grant is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.

<p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____ Colorado Department of Transportation</p> <p style="text-align: right;">Date: _____</p>
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23. EXHIBIT A - SCOPE OF WORK AND BUDGET

San Miguel County

Title of Project	2014, 5316, San Miguel County, Repl Vans	ALI	11.12.15
Project Description	Purchase of two (2) 15 passenger van replacements		
Recipient	San Miguel County	DUNS	014856074
Contact Name	Nina Kothe	Vendor Number	2000376
Address	Box 486 - 1120 Summit St. Norwood, CO 81423	Phone	970-728-3844
Email	ninak@sanmiguelcounty.org	Fax	(970) 327-4090
Project Budget		*WBS	CO-37-0032.SMCY
	Federal Share (at 80% or less)	\$	60,800
	Local Share (at 20% or more)	\$	15,200
	Total Project Budget	\$	76,000

**The grants and line item WBS numbers may be replaced without changing the amount of the grant at CDOT's discretion.*

A. Agency Overview

San Miguel County Commuter Van Pool Van Replacement Project. The project entails procurement of two new 13-17 passenger replacement vans to service the operation described below. Nina Kothe of the San Miguel County Commissioners Office will be the project manager.

San Miguel County funds and operates point to point commuter van pool services with two vans operating weekday round trips between the City of Montrose (65 miles one-way) and Town of Ridgway (37 miles one-way) to/from the Town of Telluride. This operation serves up to thirty commuter workers daily. The arrival time in Telluride is 7:45 a.m. the departure time for the return commute is 5:05 p.m. This is a year-round service that is open to the general public on a first come first served basis.

B. Project Description

The project entails replacement of two 2008 Ford F350 15-passenger vans that have been in operation in a high mileage service situation described above.

San Miguel County shall use FTA 5316 capital funds to purchase two gas engine, 13-17 passenger commuter replacement vans ("Project Property"). Options may include but are not limited to, the following:

- Back-up camera
- Lettering/Striping
- Mud & snow tires
- Rear Axle – Anti Spin
- Engine Block Heater

The vehicle being purchased is to replace existing vehicles in the fleet, as listed below:

- VIN #1:1FBSS31L08DA68904; 2008 Ford E350 Van
- VIN #2:1FBSS31L28DA81797; 2008 Ford E350 Van

San Miguel County shall perform all project activities as described in the grant application(s) submitted to the State on or about December 2, 2013. The application and application update are incorporated herein by reference to the extent consistent with this Grant.

C. Performance Standards

1. Project Milestones

To the extent possible and practicable, provide details and information, data, explanations, descriptions, copies, and sample documents of milestone activities.

• Grant Agreement with CDOT is Executed	• (Jan 2015)
• Submit Procurement Authorization to CDOT Project Manager for Approval	• (Mar 2015)
• Issue Purchase Order to Vendor for Vehicle	• (April 2015)
• Take Delivery of (First) Vehicle(s)	• (July 2015)
• Take Delivery of and Accept All Vehicles	• (Sep 2015)
• Submit Reimbursement Request (<i>see Procurement Packet</i>) to DTR	• (Aug 2015)
• IMPORTANT NOTE: All milestones in this scope of work must be completed no later than the contract expiration date of December 31, 2017	

2. San Miguel County will utilize the Project Property purchased through this project in its transit operations to achieve the performance goals established by CDOT. San Miguel County will comply with established CDOT requirements for maintenance of effort and effective utilization of equipment that maintains a State or Federal Interest.
3. Performance will be reviewed annually. If the State's review determines San Miguel County's performance does not meet the standards of performance set forth in this section, the following steps will be taken:
 - a. The State will notify San Miguel County in writing that performance does not meet the requirements of this Grant.
 - b. Thirty (30) calendar days after date of such notification, San Miguel County will submit to the State a written explanation of the cause(s) of the substandard performance, which shall include a written plan for improving performance.
 - c. The State will review the plan for improvement and notify San Miguel County of its approval within 21 days.
 - d. If the plan is approved by the Department, the San Miguel County will implement the plan immediately upon receipt of the State's notification. If the plan is not approved by the Department remedial measures will be determined on a case by case basis. Such remedial

measures may include termination of this Grant and return of the grant funds or capital equipment purchased with such funds, in accordance with the terms of this Grant.

D. Project Budget

1. The Total Project Budget is estimated to be and shall be shared as follows:

*WBS CO-37-0032.SMCY	
Federal Share (at 80% or less)	\$ 60,800
Local Share (at 20% or more)	\$ 15,200
TOTAL PROJECT BUDGET	\$ 76,000

2. The Total Project Budget shall not exceed the maximum allowable cost of **\$76,000**. The State will pay no more than 80% of the eligible, actual capital costs up to the maximum federal amount of **\$60,800**. In the event the final, actual Project cost is less than the maximum allowable cost, the State is not obligated to provide any more than 80% of the eligible, actual capital costs. The State will retain any remaining balance of the federal share. San Miguel County shall be solely responsible for all costs incurred in the Project in excess of the amount paid by the State from federal funds for the federal share of eligible, actual costs.
3. No refund or reduction of the amount of San Miguel County's share to be provided will be allowed unless there is at the same time a refund or reduction of the federal share of a proportionate amount.
4. San Miguel County may use federal funds for the local share, but those funds cannot be from other federal Department of Transportation (DOT) programs. San Miguel County's share, together with the federal share, must be enough to ensure payment of Total Project Budget.
5. The State shall have no obligation to provide State funds for use on this Project. The State will administer federal funds for this Project under the terms of this Grant, provided that the federal share of FTA funds to be administered by the State are made available and remain available. In no event shall the State have any obligation to provide State funds or provide federal FTA funds for San Miguel County's share of the Project. San Miguel County shall initiate and prosecute to completion all actions necessary to enable San Miguel County to provide its share of the total project budget at or prior to the time that such funds are needed to meet the total project budget.

E. Contract Expiration

This Grant will expire according to the terms and conditions of the Grant. The expiration date for this Grant is December 31, 2017.

F. Procurement

Procurement of this capital equipment will comply with State procurement procedures outlined in "A Handbook for the Procurement of Goods and Services using FTA/CDOT Funds, November 2009", (found at: http://www.coloradodot.info/programs/transitandrail/transit/transit-grant-programs/procurement-policies-and-practices/2009%20Procurement%20Handbook%20and%20Appendices%20FINAL_11_16_09.pdf/) as well as the FTA's requirements for Third Party Contracting outlined in Circular 4220.1F 11-01-08 (found at: http://www.fta.dot.gov/legislation_law/12349_8641.html). Where available, purchase by

the Grantee of the capital equipment may be pursuant to the most current State Price Agreement, (found at: <http://www.gssa.state.co.us/co/portal.nsf/xpPriceAgreementsByCategory.xsp>).

In addition to the basic State requirements outlined below, State and FTA (where applicable) procedures for purchase of this Project Property must be followed and will be outlined prior to purchase.

1. Before proceeding with the purchase directly from the vendor, San Miguel County shall submit Procurement Authorization along with a purchase order for the Project Property to CDOT for approval.
 - If the Grantee is a non-profit organization, **AND** elects to use the State of Colorado State Price Agreement to purchase goods or services under this contract, the Grantee shall also submit an application to and be qualified by the State Procurement Office prior to proceeding with the purchase.
2. Once the purchase order is verified by CDOT and the Project Property is ordered, the State shall be notified of the agreed upon delivery date between the selected vendor and San Miguel County and CDOT may choose to attend the delivery of the Project Property.
3. Upon delivery, San Miguel County shall be responsible for having the Project Property inspected and accepted within **ten (10) working days of delivery** from the vendor; unless Project Property defects discovered during inspection prevents San Miguel County from accepting the Project Property in the 10 day time frame, at which time the vendor will be contacted to rectify the issue(s) of concern.
4. San Miguel County shall be responsible for reimbursing the entire amount of the Project Property to the selected vendor within **three (3) working days after acceptance** of the Project Property.
5. It is San Miguel County's responsibility to pay the Project Property vendor in full under the terms of this contract, unless financial hardship is proven by the grantee that does not allow a grantee agency to pay the entire amount prior to seeking reimbursement from the State. CDOT must approve this hardship request in advance. In these cases, CDOT will only approve the situation if the vendor is willing to accept payment within a 30 day timeframe and also willing to withhold title and Manufactures Statement of Origin (MSO) paperwork until full payment is received from the grantee. Title paperwork can also be sent to CDOT to withhold if the vendor deems necessary.

The Federal Share provided for this capital purchase is \$60,800.

G. Reimbursement Eligibility

Requests for reimbursement for project costs will be paid to the San Miguel County upon presentation of invoice(s) to the State for eligible costs incurred after the date of execution of this Grant through December 31, 2017 and within the limits of this Grant.

Grantees must bill the State for the state share specified within the provisions set forth in Paragraph F: Procurement or as otherwise specified by the State prior to the receipt of capital equipment. The state share must be paid to the vendor whether or not the Grantee has received the reimbursement from the State. Grantees who fail to ensure quick payment to vendors will be designated as a "High Risk Grantee" and could receive lower scores in future grant applications.

H. Federal Interest-Service Life

Federal Interest in the Project Property will expire as determined by the State. Federal Interest is defined by the service life of the capital equipment, which is determined by the State.

1. No later than three (3) days after the purchase and acceptance of the Project Property, San Miguel County shall provide, in writing, to the State a “Certificate of Procurement and Acceptance” form.
2. Federal Interest of the Project Property is based on and applied to the useful life of the Project Property.
3. San Miguel County shall not sell or otherwise release the Project Property to any party while there is Federal Interest in the Project Property without written approval from the State.

I. Training

In an effort to enhance transit safety, San Miguel County shall make a good faith effort to ensure that appropriate training of agency and contracted personnel is occurring and that personnel are up to date in appropriate certifications. In particular, San Miguel County shall ensure that driving personnel are provided professional training in defensive driving and training on the handling of mobility devices and transporting elderly and disabled clients.

J. Safety Data

San Miguel County shall maintain and submit, as requested, data related to bus safety. This may include, but not be limited to, the number of vehicle accidents within certain measurement parameters set forth by the State; the number and extent of passenger injuries or claims; and, the number and extent of employee accidents, injuries and incidents.

K. Restrictions on Lobbying

San Miguel County shall certify that it complies with P.L. 104-65, Section 10, amended from 49 CFR Part 19, Appendix A, Restrictions on Lobbying, prior to the expenditure of the Federal funds provided in this Grant.

L. Special Conditions

1. San Miguel County will ensure contractors comply with the Federal Transit Administration Drug and Alcohol Regulations.
2. Any costs reimbursed to San Miguel County from other grant programs funds may not be listed as a cost to be shared by FTA on a reimbursement request (i.e., no double billing).
3. San Miguel County shall maintain and report annually through submission of an annual report all information required by the National Transit Database and any other financial, fleet, service data set forth by the State for the purpose of annual reporting required of the State.
4. If San Miguel County is unable to perform the activities described under Paragraph B, Project

Description, or must significantly change its level of service described herein, the Grantee shall notify the State in writing.

5. Except as provided in §7(B)(v), San Miguel County shall not be reimbursed for any purchase, issued purchase order, or leased capital equipment before the contract with the State has been issued.
6. San Miguel County must obtain State approval if FTA funds are intended to be used for payment of a lease or for third-party contracts.
7. San Miguel County sub-grantees must maintain bus safety records, if applicable. These records must be submitted to the State, if the State requests them. The records may include the number of vehicle accidents within certain time frames as requested by the State, the number and extent of passenger injuries and claims, and the number and extent of employee accidents, injuries, and incidents.
8. San Miguel County sub-grantees must demonstrate a good faith effort to provide, and certify as applicable, safety-related training for drivers and other appropriate personnel.
9. San Miguel County shall advertise its fixed route and/or rural based service as available to the general public and service will not be explicitly limited by trip purpose or client type.
10. San Miguel County will provide comparable transportation services to persons with disabilities according to the Americans with Disabilities Act of 1990.
11. Meal delivery for homebound individuals must not conflict with providing public transportation service or reduce service to public transportation passengers.
12. San Miguel County will work cooperatively with CDOT to market and/or publicize this project as requested by CDOT. Such efforts may include ribbon cuttings, news articles, photos, and/or other media to be supplied by San Miguel County as appropriate.

24. EXHIBIT B - ADDITIONAL FTA REQUIREMENTS

1. Special Provisions for the Job Access and Reverse Commute (JARC) Formula Grant Program.

Except as FTA determines otherwise in writing:

- a. Program Repealed. The Recipient understands and agrees that section 20002(a) of MAP-21 expressly repeals 49 U.S.C. § 5316, which authorized the Jobs Access and Reverse Commute (JARC) Grant Program,
- b. MAP-21 Amendments.
 - (1) MAP-21 does not re-authorize a separate grant program, but
 - (2) Section 20007 of MAP-21 amends 49 U.S.C. § 5307 to add those JARC Projects and Project activities previously supported with funding made available or appropriated for the JARC Program authorized by repealed 49 U.S.C. § 5316, to the other Projects and Project activities eligible for assistance under the Urbanized Area Formula Grant Program authorized by 49 U.S.C. § 5307, as amended by MAP-21,
- c. Federal Laws, Regulations, and Guidance.

In administering its Project or Project activities under the JARC Program supported with funding made available or appropriated for Fiscal Year 2012 or a previous fiscal year for repealed 49 U.S.C. § 5316:

 - (1) The Recipient agrees to comply with the:
 - (a) Program and eligibility requirements applicable to the JARC Program, repealed 49 U.S.C. § 5316, for that fiscal year in which the Federal appropriations:
 1. Were then made available for its Urbanized Area Project and Project activities, or
 2. Will be made available for its Urbanized Area Project and Project activities,
 - (b) Other applicable Federal laws and regulations,
 - (c) Its Underlying Agreement,
 - (d) The MAP-21 cross-cutting requirements listed in section 43.b(3) of the Master Agreement that supersede conflicting requirements of the JARC Program, repealed 49 U.S.C. § 5316 in effect in Fiscal Year 2012 or a previous fiscal year, irrespective of whether expressed in Federal law, regulation, or other form, and
 - (e) Other applicable provisions of this Master Agreement, and
 - (2) Except as FTA determines otherwise in writing, the Recipient agrees to follow Federal guidance including:
 - (a) The most recent edition of FTA Circular 9050.1, “The Job Access and Reverse Commute (JARC) Program Guidance and Application Instructions,” to the extent consistent with:
 1. The program and eligibility requirements applicable to the JARC Program, repealed 49 U.S.C. § 5316, for that fiscal year in which funding was appropriated for the Project, except those requirements superseded by MAP-21 cross-cutting requirements, and
 2. Applicable Federal laws, regulations, and guidance, and
 - (b) Other applicable Federal guidance, and
- d. Written Agreements with Subrecipients. The Recipient agrees to enter into a written agreement with each Subrecipient that includes provisions:
 - (1) Describing the Subrecipient’s responsibilities, and
 - (2) Assuring that the Subrecipient will not compromise the Recipient’s compliance with:
 - (a) Any Federal requirements that apply to the Project, or
 - (b) The Recipient’s obligations under:
 1. The Underlying Grant Agreement, and
 2. The Master Agreement.

2. FTA Master Agreement

The Grantee understands that this Grant includes requirements specifically prescribed by federal law or regulation and does not encompass all federal laws, regulations, and directives that may apply to the Grantee or its Project. A comprehensive list of those federal laws, regulations and directives is contained in the Master Agreement at the FTA website <http://www.fta.dot.gov/documents/18-Master.pdf>. The clauses in this **Exhibit B** have been streamlined to remove most provisions not covered by statutory or regulatory certification and assurance requirements (see **Exhibit D**).

The Grantee also agrees to include these requirements in each subcontract to administer any system of records on behalf of the federal government financed in whole or in part with Federal Funds.

3. Compliance with Laws

Some of the clauses contained in this Grant are not governed solely by federal law, but are significantly affected by State law. The laws and regulations cited in this Grant are not all-inclusive of those which may apply to the successful completion of this Grant. The Grantee understands that it is its responsibility to learn what federal, state and local laws and regulations will apply to its operations under this Grant, and that Grantee is solely responsible for its lawful compliance with them.

4. Federal Changes

Grantee shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement, as they may be amended or promulgated from time to time during the term of this Grant. Grantee's failure to so comply shall constitute a material breach of this Grant.

5. Coordination

- a. Public transit systems funded under the 49 USC §5311 Formula Program are required to participate in the local coordinated planning process for public transit-human service transportation in areas applying for funds under 49 USC §§5310, 5316 or 5317.
- b. FTA 49 USC §5311 Formula Program requires maximum feasible coordination of public transportation service with transportation assisted by other federal sources. (49 USC § 5311 (b)(2)(c)(ii)).

6. Buy America Provision

The Grantee agrees that, in its execution of this Grant, it will comply with the requirements of 49 USC §5323(j), with the FTA regulations "Buy America" Requirements at 49 CFR Part 661, and with any implementing guidance that the FTA may issue.

7. Equipment

- a. **General.** The State, on behalf of the Grantee, or the Grantee with the State's prior approval, shall purchase all Project equipment in accordance with applicable State law and the standards set forth by the Uniform Administration Requirement for Grant and Cooperative Agreement to State and Local Government (49 CFR §§18.31 – 18.34).
- b. **Maintenance.** The Grantee agrees that it will maintain its Project property in good operating order, as required by federal laws and regulations, and as provided in federal directives, except as FTA determines otherwise in writing.
- c. **Title to Equipment.** The Grantee shall hold title to Project equipment. The State shall be the first secured party. The State may enforce this provision through legal action to protect its security interests in Project equipment.
- d. **Use of Equipment.** The Grantee shall use Project equipment for transportation Services described in Exhibit A, and in compliance with FTA Circular 9040.1F. If any Project equipment is no longer needed for this Grant, the Grantee shall immediately notify the State and the State shall dispose of such Project equipment.
- e. **Equipment Records.** The Grantee agrees to keep satisfactory records pertaining to the use of the Project property, and submit to FTA upon request such information as may be required to assure compliance with Section 19 of the Master Agreement.

8. Reports

As required by 49 USC §5311(b)(4) and 49 USC §5335(a), any Grantee that is a public transportation operator which receives federal assistance authorized under 49 USC §5311(b) agrees to conform to, the reporting system and the uniform system of accounts and records required by 49 USC §5335(a) for FTA's

national transit database, and will comply with the implementing FTA regulations, “Uniform System of Accounts and Records and Reporting System,” 49 CFR Part 630, and any additional regulations and directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

a. Annual Program Status Report

The State is required to submit to the FTA regional office by October 31 of each year an annual program status report for the program of projects of each active grant, covering the 12-month period ending September 30. States must submit a narrative progress report, update of milestones (milestone status report (MSR) and a Federal Financial Report (FFR)).

b. National Transit Database Annual Report

SAFETEA-LU added the requirement that each grantee under 49 USC §5311 shall submit an annual report to the National Transit Database (NTD) which is FTA’s primary national database for statistics on the transit industry. Items to be reported include total annual revenue; sources of revenue; total annual operating costs; total annual capital costs; fleet size type, and related facilities; revenue vehicle miles; and ridership.

c. Milestone Activity Reports (VI-9 of Circular)

For activity line items (ALIs) for which milestones were required at the time of grant application (for example, for vehicle procurements, construction projects, and program reserve), the State shall enter revised milestone dates as part of the annual report. If the estimated completion date for the Grant has changed, the revised date should be entered, with an explanation as to why the date was changed.

d. Federal Financial Report (FFR)

The State must submit electronically an annual FFR for each active grant, for the period ending September 30. For the purpose of this report, funds are considered encumbered when this Grant is signed. States should prepare the reports using the accrual method of accounting.

9. Air Pollution

No facilities or equipment shall be acquired, constructed, or improved as a part of the Project unless the Grantee obtains satisfactory assurances that they are (or will be) deigned and equipped to limit air pollution as provided in accordance with EPA regulations, applicable federally-approved State Implementation Plan(s), appropriate FTA directives and all other applicable standards.

10. Energy Conservation

The Grantee and its third party contractors shall recognize mandatory standards and policies relating to energy efficiency which are contained in the “State Energy Program Plan” issued in compliance with the Energy Policy and Conservation Act (42 USC §6321, *et seq.*).

11. Charter Service Operations

The Grantee agrees that neither it nor any public transportation operator performing work in connection with a Project financed under 49 USC Chapter 53 or under 23 USC §§133 or 142, will engage in charter service operations, except as authorized by 49 USC §5323 (d) and FTA regulations, “Charter Service,” 49 CFR Part 604, and any Charter Service regulations or FTA directives that may be issued, except to the extent that FTA determines otherwise in writing. Any charter service agreement required by FTA regulations is incorporated by reference and made part of this Grant for the Project. The Grantee understands and agrees that in addition to any remedy specified in the charter service agreement, if a pattern of violations of that agreement is found, the violator will be barred from receiving federal transit assistance in an amount to be determined by FTA or State.

12. School Transportation

The Grantee, or any operator of mass transportation acting on its behalf, shall not engage in school bus operations exclusively for the transportation of students or school personnel in competition with private school bus operators, except as provided under 49 USC §5323 (f) and applicable regulations, “School Bus Operations,” set forth at 49 CFR Part 605, as amended. Any school bus agreement entered into under these regulations is incorporated into this Grant by reference.

13. Substance Abuse

The Grantee shall comply with FTA drug and alcohol rules as established in the “Implementation Guidelines for Drug and Alcohol Regulations in Mass Transit,” set forth in 49 CFR Part 40 and Part 655; Drug-Free Workplace Act. Grantee understands and agrees that failure to comply with this section constitutes default pursuant to §15(A) of this Grant.

14. Ineligible Bidders

“Bidders” or “Suppliers” whose names appear on the US Comptroller General’s List of Ineligible Contractors are not eligible for award of, or participation in, any contract that may be awarded as a result of this Grant. Submission of a bid by any bidder constitutes certification that he or any subcontractor or suppliers to him, on this Grant, if one is awarded, are not on the Comptroller General’s List of Ineligible Contractors. A subsequent determination by FTA that a bidder knowingly made any misstatement of facts in this regard will be cause for immediate disqualification, suspension or termination of this Grant for cause.

15. Employee Political Activity

The provisions of 5 USC §§1501-1508 and 7324-7326 (the “Hatch Act”), and implementing regulations set forth in 5 CFR Part 151 are applicable to State and local agencies and their officers and employees to the extent covered by the statute and regulations. The Hatch Act restricts the political activity of an individual principally employed by a State or local executive agency in connection with a program financed in whole or in part by federal loans, grants, or cooperative agreements.

16. False or Fraudulent Statements or Claims

The Grantee acknowledges that, should it make a false, fictitious claim, statement, submission, or certification to the State or federal government in connection with this Project, FTA reserves the right to pursue the procedures and impose on the Grantee the penalties of 18 USC §1001, 31 USC §3801, *et seq.*, and/or 49 USC §5307(n)(1), as may be deemed by FTA to be appropriate.

17. Pre-Award and Post-Delivery Reviews

The Grantee shall comply with any regulations that may be issued to implement 49 USC §5323(m) and FTA regulations, “Pre-Award and Post-Delivery Audits of Rolling Stock Purchases,” 49 CFR Part 663, and any revision thereto.

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25. EXHIBIT C - NON-DISCRIMINATION NOTICE

The Grantee agrees to comply with all applicable civil rights laws and regulations, in accordance with applicable federal directives, except to the extent that the Federal Government determines otherwise in writing. These include, but are not limited to, the following:

1. Nondiscrimination in Federal Public Transportation Programs. The Grantee agrees to comply, and assures the compliance of each Subgrantee, lessee, third party contractor, or other participant at any tier of the Project, with the provisions of 49 USC §5332, which prohibit discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.
2. Nondiscrimination – Title VI of the Civil Rights Act. The Grantee agrees to comply, and assures the compliance of each subsequent Subgrantee, lessee, third party contractor, or other participant at any tier, with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 USC §§2000d et seq., and with DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act,” 49 CFR Part 21. Except to the extent FTA determines otherwise in writing, the Grantee agrees to follow all applicable provisions of the most recent edition of FTA Circular 4702.1A, “Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Grantees,” and any other applicable federal directives that may be issued.
3. Access to Services for Persons with Limited English Proficiency. The Grantee agrees to facilitate compliance with the policies of Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” 42 USC §2000d-1 note, and follow applicable provisions of DOT Notice, “DOT Policy Guidance Concerning Grantees’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 Fed. Reg. 74087, December 14, 2005, except to the extent that FTA determines otherwise in writing.
4. Environmental Justice. The Grantee agrees to facilitate compliance with the policies of Executive Order No. 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations,” 42 USC §4321 note; and DOT Order 5620.3, “Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations,” 62 Fed. Reg. 18377 et seq., April 15, 1997, except to the extent that the Federal Government determines otherwise in writing.
5. Equal Employment Opportunity. The Grantee agrees to comply, and assures the compliance of each subsequent Subgrantee, lessee, third party contractor, or other participant at any tier, with all equal employment opportunity (EEO) provisions of 49 USC §5332, with Title VII of the Civil Rights Act of 1964, as amended, 42 USC §2000e et seq., and implementing Federal regulations and any later amendments thereto. Except to the extent FTA determines otherwise in writing, the Grantee also agrees to follow all applicable federal EEO directives that may be issued. The Grantee agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Grantee agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotions or transfers, recruitment or recruitment advertising, layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
6. Equal Employment Opportunity Requirements for Construction Activities. For activities determined by the US Department of Labor (DOL) to qualify as “construction,” the Grantee agrees to comply and assures the compliance of each subsequent Subgrantee, lessee, third party contractor, or other participant, at any tier of the Project, with all requirements of DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 CFR Parts 60 et seq.; with implementing Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246 Relating to Equal Employment Opportunity,” 42 USC §2000e note, and with other applicable EEO laws and regulations, and also agrees to follow applicable Federal directives, except as the Federal Government determines otherwise in writing.

7. Disadvantaged Business Enterprise. To the extent authorized by federal law, the Grantee agrees to facilitate participation by Disadvantaged Business Enterprises (DBEs) in the Project and assures that each subsequent Subgrantee, lessee, third party contractor, or other participant at any tier will facilitate participation by DBEs in the project to the extent applicable as follows:
 - a. The Grantee agrees and assures that it shall comply with section 1101(b) of SAFETEA-LU, 23 USC §101 note, and DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 CFR Part 26.
 - b. The Grantee shall abide by the following clause and ensure that it is included in each DOT-assisted contract: The Grantee, Subgrantee or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted procurement and contracts of products and services contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as Grantee deems appropriate. [Note – This language is to be used verbatim, as is stated in §26.13(b).]
 - c. CDOT’s DBE program, which has been approved by the DOT, is incorporated by reference and made part of this Grant and all projects administered in accordance therewith.
8. Nondiscrimination on the Basis of Sex. The Grantee agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 USC §§1681 *et seq.*, and with implementing DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 CFR Part 25, that prohibit discrimination on the basis of sex.
9. Nondiscrimination on the Basis of Age. The Grantee agrees to comply with all applicable requirements of:
 - a. The Age Discrimination Act of 1975, as amended, 42 USC §§6101 *et seq.*, and with implementing US Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 CFR Part 90, which prohibit discrimination against individuals on the basis of age in the administration of programs or activities receiving federal financial assistance.
 - b. The Age Discrimination in Employment Act (ADEA) 29 USC §§621 through 634 and with implementing US Equal Employment Opportunity Commission regulations, “Age Discrimination in Employment Act,” 29 CFR Part 1625, which prohibits discrimination against individuals on the basis of age.
10. Access for Individuals with Disabilities. The Grantee agrees to comply with 49 USC §5301(d), which states the federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Grantee also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 USC §794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC §§12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 USC §§4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Grantee agrees to comply with applicable implementing federal regulations and any later amendments thereto, and agrees to follow applicable federal implementing directives, except to the extent FTA approves otherwise in writing. Among those regulations and directives are:
 - a. US DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR Part 37;
 - b. US DOT regulations, “Nondiscrimination on the Basis of Handicap in Programs and Activities

- Receiving or Benefiting from Federal Financial Assistance,” 49 CFR Part 27;
- c. Joint US Architectural and Transportation Barriers Compliance Board (US ATBCB)/US DOT regulations, “Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 CFR Part 1192 and 49 CFR Part 38;
 - d. US DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 CFR Part 35;
 - e. US DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 CFR Part 36;
 - f. US General Services Administration (US GSA) regulations, “Accommodations for the Physically Handicapped,” 41 CFR Subpart 101-19;
 - g. US EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630;
 - h. US Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled,” 47 CFR Part 64, Subpart F;
 - i. US ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 CFR Part 1194; and
 - j. FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 CFR Part 609; and Federal civil rights and nondiscrimination directives implementing those Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.
11. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. To the extent applicable, the Grantee agrees to comply with the confidentiality and civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 USC §§1101 et seq., the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 USC §§4541 et seq., and the Public Health Service Act of 1912, as amended, 42 USC §§290dd through 290dd-2, and any amendments thereto.
12. Other Nondiscrimination Laws. The Grantee agrees to comply with applicable provisions of other federal laws and regulations, and follow applicable federal directives prohibiting discrimination, except to the extent the Federal Government determines otherwise in writing.

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26. EXHIBIT D - CERTIFICATIONS AND ASSURANCES

A. Standard Assurances

The Grantee assures that it will comply with all applicable federal statutes and regulations in carrying out any project supported by an FTA grant or cooperative agreement. The Grantee agrees that it is under a continuing obligation to comply with the terms and conditions of the incorporated by reference and made part of the latest amendment to its grant agreement or cooperative agreement with CDOT and the FTA issued for its Project. The Grantee recognizes that federal laws and regulations may be modified from time to time and those modifications may affect project implementation. The Grantee understands that Presidential executive orders and federal directives, including federal policies and program guidance may be issued concerning matters affecting the Grantee or its Project. The Grantee agrees that the most recent federal laws, regulations, and directives will apply to the Project, unless FTA issues a written determination otherwise.

B. Suspension and Debarment

The Grantee shall obtain from its third party contractors certifications required by Department of Transportation regulations, "Government-wide Debarment and Suspension (Nonprocurement)," 49 CFR Part 29, and otherwise comply with the requirements of those regulations.

C. US OMB Assurance

Consistent with US OMB assurances set forth in SF-424B and SF-424D, the Grantee assures that, with respect to itself or its Project, the Grantee:

1. Has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of the project cost) to assure proper planning, management, and completion of the Project described in its application;
2. Will give FTA, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to an the right to examine all records, books, papers, or documents related to the award: and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;
4. Will initiate and complete the work within the applicable Project time periods following receipt of FTA approval

D. Lobbying Certification

The Grantee or its subcontractor shall not use federal assistance funds for publicity or propoganda purposes designed to support or defeat legislation or appropriations pending before Congress or a state legislature.

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27. EXHIBIT E – VERIFICATION OF PAYMENT

This checklist is to assist the Grantee in preparation of its billing packets to CDOT. This checklist is provided as guidance and is subject to change by CDOT. CDOT shall provide notice of any such changes to Grantee. All items may not apply to your particular entity. CDOT's goal is to reimburse Grantees as quickly as possible and a well organized and complete billing packet helps to expedite payment.

Verification of Payment –

- ✓ General Ledger Report must have the following:
 - Identify check number or EFT number
 - If no check number is available, submit Accounts Payable Distribution report with the General Ledger
 - In-Kind (must be pre-approved by CDOT) and/or cash match
 - Date of the report
 - Accounting period
 - Current period transactions
 - Account coding for all incurred expenditures.
- ✓ If no General Ledger Report, all of the following are acceptable:
 - copies of checks
 - check registers
 - paycheck stub showing payment number
 - showing the amount paid, the check number or electronic funds transfer (EFT) and the date paid.
- ✓ CDOT needs to ensure that expenditures incurred by the local agencies have been paid by the local agency ***before*** CDOT is invoiced by the local agency.
- ✓ Payment amounts should match the amount requested on the reimbursement. Additional explanation and documentation is required for any variances.

In-Kind or Cash Match – If an entity wishes to use these types of match, they must be approved by CDOT prior to any work taking place.

- ✓ If in-kind or cash match is being used for the local match, the in-kind or cash match portion of the project must be included in the project application and the scope of work attached to the contract or purchase order. FTA does not require pre-approval of in-kind or cash match, but CDOT does.
- ✓ General ledger must also show the in-kind and/or cash match.

Indirect costs – If an entity wishes to use indirect costs, the rate must be approved by CDOT prior to applying it to the reimbursements.

- ✓ If indirect costs are being requested, an approved indirect letter from CDOT or your cognizant agency must be provided. The letter must state what indirect costs are allowed, the approved rate and the time period for the approval. The indirect cost plan must be reconciled annually and an updated letter submitted each year thereafter.

Fringe Benefits- Considered part of the Indirect Cost Rate and must be reviewed and approved prior to including these costs in the reimbursements.

- ✓ Submit an approval letter from cognizant agency that verifies fringe benefit or
- ✓ Submit the following fringe benefit rate proposal package to CDOT Audit Division:
 - Copy of Financial Statement
 - Personnel Cost Worksheet
 - State of Employee Benefits
 - Cost Policy Statement

28. EXHIBIT F - SUPPLEMENTAL FEDERAL PROVISIONS

State of Colorado
Supplemental Provisions for
Federally Funded Contracts, Grants, and Purchase Orders
Subject to
The Federal Funding Accountability and Transparency Act of 2006 (FFATA), As Amended
As of 3-20-13

The contract, grant, or purchase order to which these Supplemental Provisions are attached may be 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, the Special Provisions, the contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these Supplemental Provisions shall control.

1. **Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.
 - 1.1. **“Award”** means an award of Federal financial assistance that a non-Federal Entity receives or administers in the form of:
 - 1.1.1. Grants;
 - 1.1.2. Contracts;
 - 1.1.3. Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
 - 1.1.4. Loans;
 - 1.1.5. Loan Guarantees;
 - 1.1.6. Subsidies;
 - 1.1.7. Insurance;
 - 1.1.8. Food commodities;
 - 1.1.9. Direct appropriations;
 - 1.1.10. Assessed and voluntary contributions; and
 - 1.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

Award *does not* include:

 - 1.1.12. Technical assistance, which provides services in lieu of money;
 - 1.1.13. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
 - 1.1.14. Any award classified for security purposes; or
 - 1.1.15. 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).
 - 1.2. **“Contract”** means the contract to which these Supplemental Provisions are attached and includes all Award types in §1.1.1 through 1.1.11 above.
 - 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.
 - 1.4. **“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>.
 - 1.5. **“Entity”** means all of the following as defined at 2 CFR part 25, subpart C:
 - 1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;
 - 1.5.2. A foreign public entity;

- 1.5.3. A domestic or foreign non-profit organization;
 - 1.5.4. A domestic or foreign for-profit organization; and
 - 1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 1.6. **“Executive”** means an officer, managing partner or any other employee in a management position.
 - 1.7. **“Federal Award Identification Number (FAIN)”** means an Award number assigned by a Federal agency to a Prime Recipient.
 - 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.”
 - 1.9. **“Prime Recipient”** means a Colorado State agency or institution of higher education that receives an Award.
 - 1.10. **“Subaward”** means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient’s support in the performance of all or any portion of the substantive project or program for which the Award was granted.
 - 1.11. **“Subrecipient”** 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.
 - 1.12. **“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.
 - 1.13. **“Supplemental Provisions”** means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act of 2006, As Amended, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institution of higher education.
 - 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>.
 - 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 and includes the following:
 - 1.15.1. Salary and bonus;
 - 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;
 - 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;
 - 1.15.4. Change in present value of defined benefit and actuarial pension plans;
 - 1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 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.
 - 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. The Transparency Act also is referred to as FFATA.
 - 1.17. **“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.** Contractor shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor 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 shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor 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 shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.
4. **Total Compensation.** Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
 - 4.1. The total Federal funding authorized to date under the Award is \$25,000 or more; and
 - 4.2. In the preceding fiscal year, Contractor received:
 - 4.2.1. 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
 - 4.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Sub-awards subject to the Transparency Act; and
 - 4.3. 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.** Contractor shall report data elements to SAM and to the Prime Recipient as required in §7 below if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Supplemental Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in §7 below 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 and shall become part of Contractor's obligations under this Contract, as provided in §2 above. The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at <http://www.colorado.gov/dpa/dfp/sco/FFATA.htm>.
6. **Effective Date and Dollar Threshold for Reporting.** The effective date of these Supplemental Provisions apply to new Awards as of October 1, 2010. Reporting requirements in §7 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.
7. **Sub-recipient Reporting Requirements.** If Contractor is a Sub-recipient, Contractor shall report as set forth below.

- 7.1. To SAM.** A Sub-recipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:

 - 7.1.1.** Sub-recipient DUNS Number;
 - 7.1.2.** Sub-recipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;
 - 7.1.3.** Sub-recipient Parent DUNS Number;
 - 7.1.4.** Sub-recipient’s address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
 - 7.1.5.** Sub-recipient’s top 5 most highly compensated Executives if the criteria in §4 above are met; and
 - 7.1.6.** Sub-recipient’s Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.
- 7.2. To Prime Recipient.** A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:

 - 7.2.1.** Sub-recipient’s DUNS Number as registered in SAM.
 - 7.2.2.** Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.
- 8. Exemptions.**

 - 8.1.** These Supplemental 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.
 - 8.2.** A Contractor 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.
 - 8.3.** Effective October 1, 2010, “Award” currently means a grant, cooperative agreement, or other arrangement as defined in Section 1.1 of these Special Provisions. On future dates “Award” may include other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.
 - 8.4.** There are no Transparency Act reporting requirements for Vendors.
- 9. Event of Default.** Failure to comply with these Supplemental Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract 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, at law or in equity.

29. EXHIBIT G - SECURITY AGREEMENT (IF APPLICABLE)

This Security Agreement is made by and between the State of Colorado for the use and benefit of THE COLORADO DEPARTMENT OF TRANSPORTATION, DIVISION OF TRANSIT AND RAIL, (“State”) and SAN MIGUEL COUNTY, (“Grantee”).

A. Purpose. This Security Agreement is made for the purpose of securing the State interest in transit vehicles or other project equipment (“Project Equipment”) purchased with State grant funds awarded to the Grantee pursuant to the Grant Agreement between the State and Grantee dated this ____ day of _____, 20____ and identified as contract # zero (“Grant”).

The security interest granted to the State herein is to ensure that the State may access, protect and, if necessary, dispose of the federal interest in each item of Project Equipment and to ensure the proper use of the Project Equipment. The Grantee shall have no right in the State interest in such Project Equipment.

B. Project Equipment. Not later than three days after the purchase and acceptance of Project Equipment, the Grantee shall complete and return to the State a “Certificate of Procurement and Acceptance” form, which then becomes Addendum I to this Security Agreement. In the case of vehicle procurement, this certificate must indicate the year, make, model, VIN, and any other information needed to register the vehicle.

C. Security Interest. In consideration of the value provided to the Grantee under the Grant, the Grantee hereby gives and grants to the State a security interest in the Project Equipment described in Addendum I and /or described below as follows:

MAKE/MODEL/VIN or description of equipment: _____.

This security interest shall apply to the Project Equipment acquired pursuant to the Grant whether purchased before or after the date this Security Agreement is executed. The Grantee hereby authorizes the State to describe in the space above the Project Equipment subject to this Security Agreement.

D. Lien. The State may place a lien on the title of each Project Equipment vehicle based upon this Security Agreement. The State shall retain physical possession of the titles of such Project Equipment vehicles and the Grantee agrees that the State shall be considered “in possession” of such vehicles for the purpose of any document required by State law to repossess such vehicles if necessary.

E. Disposition of Equipment. In addition to the security interest granted herein, the Grantee agrees to and acknowledges the right of the State to remove all Project Equipment from the Grantee’s premises and to take possession of any of the Project Equipment, if the Grantee fails to satisfactorily perform the Project services as detailed in the Grant, or if the State determines for any other reason, including but not limited to termination of the Grant, that the disposition of the State interest in such Project Equipment is in the best interest of the State. The Grantee agrees that it will in no way oppose the State’s exercise of such right and that it will assist the State to obtain possession and to remove such vehicles.

F. Assignment. The Grantee agrees not to assert against any assignee of the State any defenses or claims the Grantee may have against the State.

Grantee hereby executes this Security Agreement as of the date below:

ATTEST: _____ **FOR THE GRANTEE By:** _____

Print Name: _____

Date: _____ **Title:** _____

30. EXHIBIT H – PROCUREMENT AUTHORIZATION

_____ (“the Grantee”) has been awarded Federal funds by CDOT with which to purchase capital equipment.

The State has conducted a competitive procurement process and executed a Price Agreement with _____ (Vendor name), identified as Price Agreement # _____, for the purchase of certain vehicles. The Grantee is being awarded funding for a vehicle(s) that fits under the scope of that Price Agreement.

Where available, the Grantee is hereby ordering a vehicle(s) and options under the terms of that Price Agreement. If the Price Agreement is not available, the Grantee is hereby ordering a vehicle(s) based on the terms of the Price Agreement. The eligible vehicle, quantity, floor plan and options being ordered is described as follows:

It is agreed that the total price of the vehicle(s) to be procured based on the Price Agreement is \$_____.

The Federal Share provided for this purchase is \$_____. The Grantee shall pay the Grantee Share of \$_____ and shall separately pay for additional items outlined below, if applicable.

If the Grantee wishes to order any additional items not contained in the Price Agreement, they will be listed below and shall be purchased by the Grantee at its own expense upon delivery of the vehicle.

The Vendor will deliver the vehicle(s) to the Grantee at the following address at a time and date acceptable to both parties: _____

The Grantee shall obtain the approval of the CDOT Transit Unit before submitting this form to the Vendor.

This purchase is authorized for the Grantee by:

This Authorization has been reviewed and approved for content by CDOT:

Consulting Agreement

THIS CONSULTING AGREEMENT (this "Agreement"), made and entered into Jan. 1, 2015, by and between San Miguel County, and through its Board of County Commissioners, with an address at P.O. Box 1170, 333 West Colorado Avenue, Suite 304, Telluride, CO 81435, for the benefit of the San Miguel County Assessor (hereinafter referred to as "Customer"), and ValueWest, Inc., a Colorado corporation, with an address at 5125 S. Kipling Parkway, Suite 301, Littleton, CO, 80127 (hereinafter referred to as "Consultant"):

Section 1

SCOPE OF SERVICES

1.1. Services. Consultant agrees to provide, and Customer agrees to accept, the professional consulting services described in exhibit A hereto.

1.2. Conduct of Services. All work shall be performed in a workmanlike and professional manner.

1.3. Method of Performing Services. Consultant shall have the right to determine the method, details, and means of performing the work to be performed for Customer. Customer shall, however, be entitled to exercise general power of supervision and control over the results of work performed by Consultant to ensure satisfactory performance, including the right to inspect, the right to stop work, the right to make suggestions or recommendations as to the details of the work, and the right to propose modifications to the work. Consultant possesses the required Colorado professional licensure and expertise to perform work described in Exhibit A in compliance with all applicable valuation procedures required by Colorado statutes and the rules, regulations, and guidelines promulgated by the Colorado Division of Property Taxation and/or the Colorado Property Tax Administrator. At least one of the Consultant's appraisers shall hold and maintain a Colorado Certified General Appraiser's license for the term of this Agreement. Consultant's services provided to Customer under this Agreement are professional in nature. Accordingly, Consultant may not assign its rights or delegate its obligations under this Agreement without the Customer's prior written consent.

1.4. Scheduling. The services provided by Consultant are expected to require a substantial part of Consultant's available business time and availability. Consultant will use its best efforts to accommodate work schedule requests as possible.

1.5. Reporting. The San Miguel County Assessor shall serve as Customer's designated agent for purposes of this Agreement, provided, however, that any amendments to and/or renewals of this Agreement shall require the prior written approval of the Customer. Customer and Consultant shall develop appropriate administrative procedures for coordinating with each other. Customer shall periodically provide Consultant with evaluations of Consultant's performance.

1.6. Place of Work. Consultant will perform its work for Customer primarily at Consultant's premises except when such projects or tasks require Consultant to travel off-site.

1.7. Future Services. Notwithstanding anything in this Agreement to the contrary, and regardless of termination of this Agreement by either party for any reason, Consultant agrees to make its services available, when, as, and to the extent required by Customer, to complete or provide follow-up support for any work or projects to which Consultant at any time materially contributed pursuant to this Agreement. Unless otherwise agreed, such services shall be made available at Consultant's actual labor rates otherwise applicable to services provided to Customer pursuant to this Agreement or, if less, to Consultant's other most-favored accounts for similar services, plus reasonable and actual costs of materials provided or consumed in providing such services. Consultant agrees to maintain agreements or commitments from key personnel assigned to work on projects for Customer, so such personnel remain available for completion and follow-on support as reasonably appropriate in the interest of efficiency and continuity of resources.

Section 2

TERM AND TERMINATION

2.1. Term. The term of this Agreement shall be from January 1, 2015 through December 31, 2015. The parties specifically understand and agree that the customer has lawfully budgeted and appropriated sufficient funds for the services to be rendered pursuant to the Agreement for the year 2015, in accordance with the Colorado Local Government Budget Law. This agreement may be renewed for additional terms of one calendar year by the written agreement of the parties hereto, provided, Customer has appropriated sufficient funds for such renewed agreements payment obligations to the Consultant.

2.2. Termination. This Agreement may be terminated by either party upon written notice. Additional termination provisions are contained in exhibit B.

2.3. Remaining Payments. Within sixty (60) days of termination of this Agreement for any reason, Consultant shall submit to Customer an itemized invoice for any fees or expenses theretofore accrued under this Agreement.

Section 3

FEES, EXPENSES, AND PAYMENT

3.1. Fees. In consideration of the services to be performed by Consultant, Consultant shall be entitled to compensation as described in Exhibit B hereto. Compensation is due on a monthly basis, the compensation that accrues in each period shall be paid to Consultant on the last day of such period unless otherwise deferred. (see Exhibit B). All other compensation shall be paid to consultant within thirty (30) days after receipt of Consultant's invoice and satisfaction of product.

3.2. Reimbursement of Expenses. In addition to the foregoing, Customer is not responsible for actual out-of-pocket expenses incurred by consultant.

Section 4

RESPONSIBILITIES OF CONSULTANT FOR TAXES AND OTHER MATTERS

4.1. Restrictions. As an independent contractor, Consultant shall pay and report all federal and state income tax withholding, Social Security taxes, and unemployment insurance applicable to Consultant. Consultant shall not be entitled to participate in health or disability insurance, retirement benefits, or other welfare or pension benefits (if any) to which employees of Customer may be entitled.

Section 5

RIGHTS IN WORK PRODUCT

5.1. Ownership of Work Product. All Work Products shall be considered work(s) made by Consultant for hire for Customer and shall belong exclusively to Customer and its designees. If by operation of law, any of the Work Product, including all related intellectual property rights, is not owned in its entirety by Customer automatically upon creation thereof, then Consultant agrees to assign, and hereby assigns, to Customer and its designees the ownership of such Work Product, including all related intellectual property rights. Consultant shall supply all Work Product in both hard copy and computerized formats, which shall be ODBC compatible, which

Consultant understands to be compatible with and readable by, the Assessor's appraisal computer software. All work shall be performed, and Work Product delivered, in compliance with the applicable statutory and regulatory timeframes and deadlines, including, but not limited to, the statutory deadlines for issuance of Notices of Valuation and Notices of Determination.

5.2. Incidents and Further Assurances. Customer may obtain and hold in its own name copyrights, registration, and other protection that may be available in the Consultant. Consultant agrees to provide any assistance required to perfect such protection. Consultant agrees to take further actions and execute and deliver such further agreements and other instruments as Customer may reasonably request to give effect to this Section 6.

5.3. Pre-existing Materials. Notwithstanding any provision of this Agreement to the contrary, any routines, libraries, tools, methodologies, processes or technologies created, adapted, or used by Consultant in its business generally, including all associated intellectual property rights (collectively, the "Development Tools") shall be and remain the sole property of Consultant, and Customer shall have no interest in or claim to such Development Tools except as necessary to exercise its rights in the Work Product. In addition notwithstanding any provision of this Agreement to the contrary, Consultant shall be free to use any ideas, concepts, or know-how developed or acquired by Consultant during the performance of this Agreement to the extent obtained and retained by Consultant's personnel as impressions and general learning. Subject to Customer's intellectual property rights, nothing in this Agreement shall be construed to preclude Consultant from acquiring, developing, marketing, or enhancing for itself or others similar technology performing the same or similar functions as the technology used or created pursuant to this Agreement.

5.4. "Work Product" Defined. As used herein, the term "Work Product" shall mean any programming, documentation, data compilations, reports, property valuation appraisals, and any other media, materials, or other objects produced as a result of Consultant's work or delivered by Consultant in the course of performing that work.

Section 6

ASSURANCES

6.1. No Conflict. Consultant represents and warrants that it has no obligations to any third party that will in any way limit or restrict its ability to perform consulting services to Customer hereunder. Consultant agrees that it will not disclose to Customer, nor make use in the performance of any work hereunder, any trade secrets, or other proprietary information of any third party, unless Consultant may do so without Consultant or Customer incurring any obligation (past or future) to such third party for such work or any future application thereof.

6.2. No Recruiting. During the term of this Agreement and for a period of six (6) months thereafter, Consultant shall not knowingly solicit, entice, or persuade any employees of Customer to terminate their employment with Customer for any reason.

Section 7

MISCELLANEOUS

7.1. Force Majeure. Consultant shall not be liable to Customer for any failure or delay caused by events beyond Consultant's control, including, without limitation, Customer's failure to furnish necessary information as specified in this Agreement; sabotage, failure or delays in transportation or communication; failure or substitutions of equipment; labor disputes; accidents; shortages of labor, fuel, raw materials, or equipment, or technical failures.

7.2. Governing Law. This Agreement shall be governed and construed in all respects in accordance with the laws of the State of Colorado as they apply to a contract entered into and performed in that State. Venue for

the purposes of any litigation arising from this agreement shall only be proper in the San Miguel County District Court.

7.3. Independent Contractors. The parties are and shall be independent contractors to one another, and nothing herein shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the parties. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Customer and either Consultant or any employee or agent of Consultant.

7.4. Notices. All notices required or permitted hereunder shall be in writing addressed to the respective parties as set for therein, unless another address shall have been designated, and shall be delivered by hand or by registered certified mail, postage prepaid.

7.5. Entire Agreement. This Agreement constitutes the entire integrated and merged understanding of the parties hereto and supersedes all prior terms, conditions, promises, understandings, representations, proposals, discussions, and communications, whether oral or in writing, unless embodied in this Agreement in writing. This Agreement may be modified only in writing and shall be enforceable in accordance with its terms when signed by the party sought to be bound.

7.6. Release of Liability. Customer shall release and hold harmless the Consultant from any and all claims, liabilities, judgements, decrees, and damages of any direct or indirect purchaser or licensee of Customer, arising from or in connection with the Customer's use or application of Consultant's work.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, on the date and year first above-written.

San Miguel County, Colorado, by and through
Its Board of County Commissioners, Chair

By: _____

Title: _____

Date: _____, 20____

Address for correspondence:
Peggy Kanter
San Miguel County Assessor
P.O. Box 506
Telluride, CO 80435



By: _____

Title: President

Date: 2/11, 2015

Address for correspondence:
5125 S. Kipling Parkway, Suite 301
Littleton, CO 80127

VALUEWEST INC.

Exhibit A

Tasks Performed by the Consultant

Continuous Data Gathering and Market monitoring: The major tasks that will be performed by the consultant, under category one, include reviewing new commercial sales, gathering rental rates and other pertinent data from available sources (newspapers, Internet, sales brochures), watching for local and national real estate related trends, and keeping apprised of recommendations from the Division of Property Taxation, Colorado Department of Local Affairs. The above detailed information which is property specific will be input into the San Miguel County Assessor's software package using a remote access program.

The Reappraisal Year Process for Commercial Real Property: The Consultant will utilize the data collected, analyzed and input, from category one, to review and modify commercial vacant land and improved values (State Subclasses: 0200, 0300, 2112, 2212, 2115, 2215, 2120, 2220, 2125, 2225, 2130, 2230, 2135, 2235, 2140, 2240, 3112, 3212, 3115, 3215, 3120, 3220, 3125 and 3225 excluding golf courses and ski area land and improvements). Those values will be determined by how the property existed on 1/01/2015 with an appraisal date of 6/30/2014. A sales ratio study will be conducted to determine the projected audit results. Commercial property protests on the Assessor and the Commissioner's level will be heard and the consultant will make recommendations. Consultant will participate, on behalf of the Assessor, in taxpayer protests of valuation, issuance of Notices of Determination, and presenting expert appraisal evidence and testimony in valuation appeal hearings of the County Board of Equalization, for those property schedules for which Consultant determined the valuation for tax purposes pursuant to this agreement.

The Consultant will travel to Telluride, Colorado as they deem necessary throughout the project. The bulk of the analysis and review will be performed in the Littleton Office.

Tasks Performed by the Assessor's Office – Commercial Reappraisal

1. Assessor will be responsible to send out an income and expenses questionnaire form in 2015.
2. Assessor will be responsible for all data input other than analysis specific data (income and expense, listings etc).
3. Assessor will maintain all information pertinent to the protest.
4. Assessor will set values of special use commercial properties associated with the ski areas and golf courses.
5. Assessor will assist in providing data as needed by the Consultant in an electronic format.
6. Assessor will physically inspect and inform the consultant of all new construction.

Residential Condominiums which have been split by the assessor into individual units consistent with a recorded plat will be valued by ValueWest, Inc. ValueWest will rely on the assessor's collection, transfer and confirmation of residential condominium sales for its valuation. The assessor's office will maintain accurate inventories on residential condominiums. ValueWest, Inc. will have the discretion to apply value using the assessor's CAMA system known as RealWare or if deemed necessary will use override values and supply appropriate documentation of the valuation basis. ValueWest, Inc. will handle protest questions, meetings and hearings through the level of the County Board of Equalization.

The County will be responsible for building and maintaining the protest files. Consultant's fee for higher levels of protest including binding arbitration, Colorado Board of Assessment Appeals, or district court cases will be \$80.00 per hour plus applicable travel expense.

ValueWest, Inc. will continue to provide the services associated with the County Assessor's data web site. Monthly updates and hosting will be billed as a separate line item at the rate of \$200 per month.

Exhibit B

Fees

The Consultant's fee will be \$4,915.00 U.S. dollars per month inclusive of all services in the contract. The Bi-annual Commercial Real Property Reappraisal and Residential Condominium Reappraisal ending on December 31, 2015 will be \$4715 per month. The data web site hosting and monthly data updates will be \$200 per month. Consultant's monthly fees for services rendered under this Agreement in 2015, shall be billed monthly to Customer's designated Agent, the San Miguel County Assessor, P.O. Box 506, Telluride, CO 81435. Customer shall make payments to Consultant on a monthly basis. Such payments to be made within thirty days of Assessor's receipt of Consultant's billings. Subject to the Customer's annual budgeting and appropriation of funding for this Agreement for the year of 2016, if renewed for such additional terms, Consultant's fees shall be due and payable on a monthly basis. Consultant's fee for higher levels of protest including binding arbitration, Colorado Board of Assessment Appeals, or district court cases will be \$80.00 per hour plus travel expenses at rates commensurate with IRS allowances for travel destinations.

Memorandum

To: San Miguel County Board of County Commissioners

From: Nina Kothe – BOCC Administrative Assistant

Date: 2/17/2015

Re: Appointments San Miguel County Lodging Tax Panel

Two seats are open on the San Miguel Lodging Tax Panel due to expired terms. Incumbents John Arnold and Frank Ruggeri have expressed interest in reappointment. Their letters are attached to this memo. These open seats have been duly advertised.

Recommended Motion:

Move to reappoint John Arnold and Frank Ruggeri for three year terms on the San Miguel County Lodging Tax Panel through February 8, 2018.

Subject: Re: Seats on Lodging Panel
From: John Arnold (john.telluride@gmail.com)
To: ninak@sanmiguelcounty.org;
Date: Thursday, January 22, 2015 1:26 PM

Yes, Nina, I am interested in retaining my seat on the lodging panel.
Let me know if you need anything else.

Thank You,
John

On Thu, Jan 22, 2015 at 11:10 AM, Nina Kothe <ninak@sanmiguelcounty.org> wrote:

If you are interested in retaining seats can you shoot me an email to be reappointed in February?
I just noticed that your seats expire on Feb. 8th..
Thanks --- nmk

Nina Kothe -San Miguel County Commissioners Office
P.O. Box 1170 Telluride - Colorado 81435
970 728-3844 FAX 970 728-3718
ninak@sanmiguelcounty.org
San Miguel County Website

--

John Arnold
President/Publisher
Telluride Publications LLC

Subject: RE: Interest in Re-Enlisting
From: Frank Ruggeri (frank@telluride.com)
To: ninak@sanmiguelcounty.org;
Date: Thursday, February 12, 2015 4:45 PM

Sure!

From: Nina Kothe [mailto:ninak@sanmiguelcounty.org]
Sent: Thursday, February 12, 2015 3:51 PM
To: Frank Ruggeri
Subject: Interest in Re-Enlisting

Are you interested in remaining on the County Lodging Tax Panel?

Nina Kothe -San Miguel County Commissioners Office

P.O. Box 1170 Telluride - Colorado 81435

970 728-3844 FAX 970 728-3718

ninak@sanmiguelcounty.org

[San Miguel County Website](#)

Subject: Fw: LARC - quick update

From: Art Goodtimes (commish3@sanmiguelcounty.org)

To: lynnb@sanmiguelcounty.org; johnh@sanmiguelcounty.org; ninak@sanmiguelcounty.org;

Date: Saturday, January 31, 2015 4:58 PM

backup for ratifying our support for the LARC bill

----- Forwarded Message -----

From: Cody Belzley <Cody@coloradokids.org>

To:

Cc: Eliza Schultz - CDPHE <eliza.schultz@state.co.us>; Michele Ames <micheleames@gbsm.com>

Sent: Friday, January 30, 2015 2:44 PM

Subject: LARC - quick update

Friends –

The LARC bill has been introduced: [HB 15-1194](#). Attached is an updated fact sheet with bill number and new supporters included. Below is CDPHE's press release announcing introduction.

Many thanks to those of you who are continuing to recruit supporters for the bill. Please ask organizations with a public position of support to email me so I can be sure to update the fact sheet. If you have lobbying resources to contribute, please [coordinate with Eliza](#). Finally, any supporter of the bill who would like to join us for our strategy meeting next week is welcome to do so. We're meeting **Tuesday, Feb 3 at 1pm at the Children's Campaign** (1580 Lincoln Street, Ste 420).

Have a great weekend –

Cody

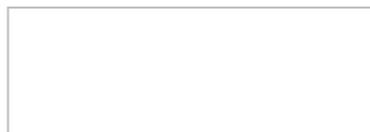
Cody Belzley

Vice President, Health & Strategic Initiatives

cody@coloradokids.org

303.620.4560 (office)

303.913.1453 (cell)



Subject: CDPHE news: Lawmakers seek continued funding for successful family planning program

Mark Salley, Communications Director | 303-692-2013 | mark.salley@state.co.us

FOR IMMEDIATE RELEASE: Jan. 30, 2015

Lawmakers seek continued funding for successful family planning program

Bill would dedicate \$5 million to continue program to lower unintended pregnancy rate

DENVER – A bipartisan pair of state lawmakers today introduced legislation to continue Colorado’s successful efforts to reduce the number of unintended pregnancies in the state.

Rep. KC Becker, D-Boulder, and Rep. Don Coram, R-Montrose, joined forces to introduce a bill that would dedicate \$5 million in this year’s state budget to continuing the important work.

“We are so pleased to have strong Republican and Democratic support for this crucial work,” said Dr. Larry Wolk, chief medical officer and executive director of the department. “When people see the real gains we have made in supporting low-income women and families, in reducing the abortion rate, in reducing the teen pregnancy rate and in avoiding costs to programs such as Medicaid, they understand it’s a win for our entire state. The immediate return on investment is well-documented by the outcomes.”

Launched in 2009, the Colorado Family Planning Initiative, which is overseen by the Colorado Department of Public Health and Environment, focused on 28 family planning clinics serving 37 of Colorado’s 64 counties. Those counties are home to 95 percent of Colorado’s low-income residents. Through a private grant, the clinics were able to allow women to choose the form of contraception that works best for them, regardless of their ability to pay. Between 2009 and 2014, 30,000 women chose intrauterine devices (IUDs) or implants, known as long-acting reversible contraceptives. These devices are the most effective form of birth control. .

“The legislation will allow this incredibly successful program to continue. It is so important to continue the gains we’ve made in Colorado toward ensuring all women have choices and all families are able to make decisions about when they will have children,” said Rep. Becker. “This effort is a major step toward ensuring some families don’t sink further into poverty because family planning options weren’t available to them.”

Since July 2014, the initiative has garnered national attention and posted impressive outcomes:

- The birth rate among low-income women who lived in the counties with Title X agencies dropped 40 percent for women ages 15 to 19 and 22 percent for women ages 20 to 24 between 2009 and 2012.
- Births to single women younger than 25 who hadn’t finished high school dropped 37 percent between 2009 and 2012.
- The abortion rate fell 42 percent among all women ages 15 to 19 and 18 percent among women ages 20 to 24.
- Between March 2010 and January 2014, infant enrollment in the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) fell by 26 percent. The decline began in the year after the Colorado Family Planning Initiative started.
- The birth rate for Medicaid-eligible women ages 15 to 24 dropped sharply each year between 2010 and 2012, and an expected 4,300 to 9,700 births did not occur. The state health department estimates Medicaid saved between \$49 million and \$111 million in birth-related costs.
- For every dollar invested in this program, an average of \$5.85 was avoided within a three-year period by the Colorado Medicaid program.

“With a nearly 40 percent reduction in the teen birth rate and a more than 40 percent reduction in abortions, this effort is well worth continuing,” Rep. Coram said. “When you add in the savings to our state budget and the curtailing of reliance on government programs, it’s really hard to see how anyone would oppose continuing this program.”

For more information visit [Colorado Family Planning](#) on the department’s website.



Votes YES on HB 1194 (Reps KC Becker and Don Coram):

Good for the Health & Prosperity of Colorado's Women, Children and Our State

By investing a small amount of state funds in a long-standing, effective program, we can:

- Support the health and well-being of women and children by reducing unintended pregnancies,
- Empower women to attain their education, helping create financially secure and self-sufficient families,
- Lower the abortion rate, and
- Avoid state spending on social programs such as Medicaid.

Background

Family planning services have been available in Colorado for more than 40 years. In 2008, grant funding was awarded to the state to expand family planning services including distribution of long-acting reversible contraception as part of existing programs. These contraceptive methods are **proven to be safe and effective for women**, but are quite expensive, making it difficult for women to access. However, **when the cost barrier is removed, women choose these methods of contraception** because of reliability and effectiveness.

Colorado experience shows that long-acting reversible contraception is effective at reducing the birth rate, reducing the abortion rate and reducing dependence on government programs.

- Between 2009 and 2013 when the Colorado Family Planning Initiative was successful in making long-acting reversible contraception more widely available, the birth rate among all women ages 15 to 19 dropped 40 percent. **Colorado also saw a 37 percent reduction over the same time period in births to unmarried women under age 25 who had not finished high school.**
- Between 2009 and 2013, when long acting reversible contraception was more readily available to all women, **the abortion rate among women ages 15 to 19 fell by 42 percent and dropped 18 percent among women 20 to 24.**
- Unintended pregnancy among low-income women leads to greater demand for state-funded social programs such as Medicaid. For every dollar invested in the long-acting reversible contraceptive program, an **estimated average of \$5.85 in costs was avoided** by the Colorado Medicaid program within a three-year period.

What This Bill Does

HB 1194 allows the CO Department of Public Health and Environment (CDPHE) to accept additional state general funds to continue distribution of long-acting reversible contraception as part of its family planning efforts and makes an appropriation of \$5 million to support the program.

Reasons to Vote YES on HB 1194

- ✓ It is good for the health and well-being of Colorado's women and children.
- ✓ It supports the goals of educational attainment, financial stability and self-sufficiency for families.
- ✓ It reduces the abortion rate.
- ✓ It is a small investment with a significant return that reduces reliance on government programs.
- ✓ It is bi-partisan legislation with broad community support.

HB 1194 Supporters

American Academy of Pediatrics, Colorado Chapter
Boulder County Board of Commissioners
Boulder County Public Health
Children's Hospital Colorado
Colorado Access
Colorado Association for School-Based Health Care
Colorado Association of Infant Mental Health (CoAIMH)
Colorado Association of Local Public Health Officials (CALPHO)
Colorado Center on Law and Policy
Colorado Chapter, American Congress of Obstetricians and Gynecologists
Colorado Children's Campaign
Colorado Organization for Latina Opportunity and Reproductive Rights (COLOR)
Denver Health
Kaiser Permanente
NARAL Pro-Choice Colorado
Northwest Colorado Visiting Nurse Association
Otero County Public Health Department
Pitkin County Public Health/Community Health Services
Planned Parenthood of the Rocky Mountains
Pueblo City-County Public Health Department
San Miguel County Board of Commissioners
Summit County Board of Commissioners
The Consortium
Tri-County Health Department
Women's Lobby of Colorado

**COLORADO DEPARTMENT OF MILITARY AND VETERANS AFFAIRS
COUNTY VETERANS SERVICE OFFICERS - MONTHLY REPORT AND CERTIFICATION OF PAY**

COUNTY of SAN MIGUEL Month of JAN. 2015

SECTION I: GENERAL INFORMATION

Telephone Calls	7
Office (Public Contacts)	
Home Visits	
Outreach Visits (i.e. NH...)	
Community Events/Forums	

Correspondence Received	1
Correspondence Written	2
Information and Referral/Inquiries	
Other (i.e: VCAA Notice Response)	
State Benefit(s)	

Request for Medals	
Operation Recognition	

Request for Military Records & Corrections	
SF-180	
DD 149	
DD 293	
NA 13075	
Other ()	

Request for Medical Treatment Records	
21-4142	

SECTION II: NEW CLAIMS INITIATED

[Provide number of new claims initiated for current reporting month]

Appointed Representative:		
21-22	CVA	1
21-22	Other	

Death Pension / Widows Pension	
21-534	
w/ Accrued Benefits	

Claims for SC Entitlement:		
21-526	(SC - New/)	
21-4138	(SC - Informal Claim)	
21-4138	(SC - New Issue)	
21-4138	(SC - Reopen)	
21-4138	(SC - Increase)	
21-4138	(SC - Secondary/Aggravation)	
21-4138	(SC - Reinstatement)	
21-4138	(SC w/ IU)	
21-8940	(IU)	
21-4192	(IU - Employer)	
21-4138	(SMC)	
21-686c		

Request for VA Healthcare	
10-10 EZ	
10-10 EZ-R	
10-583	
10-10d (CHAMPVA - Dependents)	
10-7959a (CHAMPVA)	
10-7959C (CHAMPVA - Insurance Cert)	

Vocational Rehabilitation	
28-1900	CH 31
28-1900 (Independent Living Program)	

Non Service Connected Pension:		
21-526		1
21-527		
686c		
21-526/527 w/ A&A		
21-4138 (Reinstatement)		
EVR (Any)		
21-8416		
5655		

Educational Assistance Programs	
MGIB	CH 30
VEAP	CH 32
VN Era GI	CH 34
22-5490	CH 35
Sel Reservist NG	CH 1607
21-674	

Request for Waivers/Compromise:		
21-4138		
5655 (FSR)		

Miscellaneous Claims	
21-8678	(Clothing Allowance)
21-4502	(Auto Grant / Adaptive Equipment)
26-4555	(Housing Grant)
10-0103	(HISA Grant)
Medicaid Application Assistance	
SSA Application Assistance	
Other (Specify)	
Other (Specify)	
Other (Specify)	

Dependent Indemnity Compensation (DIC)		
21-534		
w/ Accrued Benefits		

SECTION II (Continued):

Burial Allowance	
21-530	
40-1330	
21-2008	

Claims for Insurance	
29 -357	
29-4364	
29-336 (Designation of Beneficiary)	
21-4125 (Claim for Lump Sum Payment)	

VA Home Loan	
26-1880 (Certificate of Eligibility)	
26-1817	

Requests w/ VTF (Grant), # Vets Assisted	
Rental Assistance	
Utilities Assistance	
Prescription Assistance / Other Medical	
Food	
Transportation	
Clothing	
Other	

Homeless Veterans Claims Filed	
SC	
NSC	

Incarcerated Veterans	
21-4193 Release/Reinstatement	
21-4138 (Apportionment)	

Appeals	
NOD	
VA 9	

DRO Election	
Review	
Hearing	

SECTION III: CERTIFICATION BY COUNTY VETERANS SERVICE OFFICER

I hereby certify, the above captioned monthly report is true and accurate. I have been paid the following amount(s) for the month of JAN., 2015 from SAN MIGUEL County:

Salary	<u>\$ 200.00</u>
Expenses	_____
Office Space	_____
Telephone	_____
Office Supplies	_____
Travel	_____
Training Conference	_____
Other	_____
Other	_____
Total	_____

J. Botelho

 (Signature of County Veterans Service Officer)

FEB. 1, 2015

 (Date)

SECTION IV: CERTIFICATION BY COUNTY COMMISSIONER OR DESIGNEE

In accordance with CRS 28-5-707, I hereby certify the accuracy of the Report (CVA-26, revised 8/2011):

J. Conroy _____ County Commissioner or Designee of
SAN MIGUEL _____ County
2/4/15 _____ Date

This certification, submitted monthly, properly signed and executed, will be considered as application for the monetary benefits to the County General Fund, in accordance with 28-5-804 (2002) Colorado Revised Statute.

This form is to be submitted by the 15th day of the following month. Mail to:

Colorado Division of Veterans Affairs
 Attention: Director Bill Conroy
 1355 S. Colorado Blvd., Suite 113, Bldg C
 Denver, CO 80222

CVA-26 (Revised 8/2011)

SAN MIGUEL COUNTY

BOARD OF COMMISSIONERS

ELAINE FISCHER

ART GOODTIMES

JOAN MAY

February 4, 2015

Town Council
Town of Telluride
PO Box 397
Telluride, CO 81435

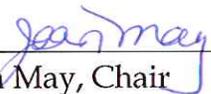
Dear Town of Telluride Council:

San Miguel County would like to enter into a conversation to discuss a possible partnership, similar to the Gold Run partnership, on the development of land known as the Sunnyside Lot. This parcel is directly to the west of the Eider Creek Condos and is owned by the County. The property has some preliminary feasibility studies completed and could potentially increase the region's housing.

We ask that, should you agree to enter into discussions, a committee be formed consisting of Town and County staff and an elected official from each government.

Thank you for your consideration,

SAN MIGUEL COUNTY, COLORADO
BOARD OF COUNTY COMMISSIONERS



Joan May, Chair

SAN MIGUEL COUNTY

BOARD OF COMMISSIONERS

ELAINE FISCHER

ART GOODTIMES

JOAN MAY

February 9, 2015

Colorado Department Public Health and Environment
EMTS Grant Funding Division
4300 Cherry Creek Dr. South
Denver, CO 80246

To whom it may concern:

The San Miguel County Board of Commissioners is in full support of the Norwood Fire Protection District grant application to the Colorado Department of Public Health and Environment EMTS Grant Funding Division.

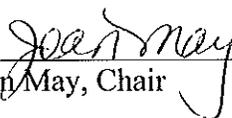
The Norwood Fire Protection District (NFPD) serves a population of approximately 2,500 in south central Montrose County and central San Miguel County encompassing an area of 380 square miles around the towns of Norwood and Redvale. The dedicated 40 member all-volunteer staff serves with pride and distinction.

The NFPD Emergency Medical Technicians (EMT's) are trained Advanced Lifesaving Support to patients when it responds to emergencies. The ambulance crews transport patients to Montrose Memorial Hospital (65 miles) or to St Mary's Hospital in Grand Junction (115 miles).

The NFPD is seeking to purchase a Type One Ambulance to replace an aging and often unreliable 2003 ambulance. The new ambulance will cost approximately \$195,000 and the NFPD is equipped to pay the required 50% grant match.

Thank you for your consideration of this deserving grant application.

SAN MIGUEL COUNTY, COLORADO
BOARD OF COUNTY COMMISSIONERS


Joan May, Chair

SAN MIGUEL COUNTY

BOARD OF COMMISSIONERS

ELAINE FISCHER

ART GOODTIMES

JOAN MAY

February 6, 2015

USDA Grant Committee

Dear Grant Committee members:

The San Miguel County Board of Commissioners is fully supportive of the Town of Ophir's grant request to bring broadband to the community. Ophir currently has no service provider. CenturyLink is unwilling to work with Ophir to provide broadband services. Unfortunately, this situation has been widespread in San Miguel County and the Town is taking the first step to insure that their citizens have services.

As you can see in the grant application, the Town of Ophir has worked untiringly to create partnerships in order to make this project happen. We hope you will positively consider this application, and provide assistance to the Town of Ophir to bring broadband services to its citizens.

Thank you,

SAN MIGUEL COUNTY, COLORADO
BOARD OF COUNTY COMMISSIONERS



Joan May, Chair

SAN MIGUEL COUNTY

BOARD OF COMMISSIONERS

ELAINE FISCHER

ART GOODTIMES

JOAN MAY

February 6, 2015

Board of Education
Telluride School District R-1
725 W. Colorado Avenue
Telluride CO 81435

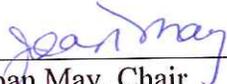
Dear School Board Members:

It is our understanding that the Town of Ophir is requesting a financial match for their USDA Broadband grant from the Telluride School District. As you are aware, Ophir has no wired or wireless broadband services. Students residing in the Town of Ophir have a difficult time researching on-line and as a result have to go to extreme efforts to find a location with broadband services.

We encourage you to assist the Town of Ophir with funding for this important project.

Thank you,

SAN MIGUEL COUNTY, COLORADO
BOARD OF COUNTY COMMISSIONERS



Joan May, Chair

SAN MIGUEL COUNTY

BOARD OF COMMISSIONERS

ELAINE FISCHER

ART GOODTIMES

JOAN MAY

February 10, 2015

Ms. Corinne Platt
Town Mayor
Town of Ophir
36 Porphyry
Ophir, Colorado 81426

Re: Grant Application Submitted by Town of Ophir, Colorado
Community-Oriented Connectivity Broadband Grant Program
CFDA: 10.863

Dear Ms. Platt:

Please accept this letter of commitment for funding from San Miguel County, Colorado to the Town of Ophir, Colorado, in the amount of \$10,000 towards the matching grant requirement in connection with Ophir's submittal of the above-entitled grant. The commitment from San Miguel County is to be used to support the Town of Ophir Community Broadband Project.

Also please find attached a copy of a bank statement titled in the name of the San Miguel County Treasurer showing that the county has the requisite funds in hand. The Treasurer manages the county investment accounts and cannot commit County funds. The Board of County Commissioners solely has the authorization to commit funds.

San Miguel County fully supports the Town of Ophir's efforts to bring broadband to this corner of southwest corner of Colorado to serve local businesses and local school children.

Sincerely,

SAN MIGUEL COUNTY, COLORADO
BOARD OF COUNTY COMMISSIONERS



Joan May, Chair

cc: Randy Barnes, Town Manager

TELLURIDE REGIONAL AIRPORT

MONTHLY REPORT

FOR

FEBRUARY 19, 2015

Jon Dwight, Chairman
Ann Brady, Vice Chairperson
Richard W. Nuttall, Airport Manager

**TELLURIDE REGIONAL AIRPORT
BOARD MEETING – FEBRUARY 19, 2015
12:00 PM, TERMINAL BUILDING**

MEETING AGENDA

- 1) 12:00 PM CALL TO ORDER
- 2) 12:05 PM
 - A. APPROVAL OF MINUTES: JANUARY 2015
 - B. FINANCIAL REPORT:
 1. Approval of Accounts Payable
 - C. CHAIRMANS COMMENTS
 1. Great Lakes Airlines Update
 - D. COMMITTEE REPORTS
 1. Noise Abatement
 2. Planning
 3. Marketing
 4. Finance
 - E. COLORADO FLIGHT ALLIANCE REPORT
- 3) 12:30 PM AIRPORT MANAGER'S COMMENTS
 - A. Announcements & Updates
 - B. Instrument Approach Update
- 4) 1:00 PM ANNOUCEMENTS & PUBLIC DISCUSSION
- 5) 1:15 PM ADJOURN

Buffet Lunch will be provided. \$6.00 per person

ADDITIONAL NOTICE

There will be a Planning Committee meeting at 11:00 a.m. in the Airport conference room prior to the regular board meeting. The topic to be discussed is communications.

**AIRPORT MANAGER'S REPORT
For February 2015**

Public Announcements

Grant Updates

The following is an update regarding our FAA and State grants:

- AIP-28: This project is closed out.
- AIP-29: The drainage improvement project is complete. The final engineer's report is being drafted for the FAA.
- AIP-31: The Wildlife Hazard Assessment is completed. It has been submitted to the FAA for their review and approval.
- AIP-32: The runup and deice project is scheduled to begin on May 1, 2015.
- State Grant: RS&H has completed the aerial survey and the inventory of existing conditions.

Items for Discussion

Category "C" Instrument Approach Update

The planning committee will be having a conference call before the board meeting with Lean Photometrics. An update will be given at the meeting.

MINUTES

TELLURIDE REGIONAL AIRPORT AUTHORITY BOARD MEETING

January 15, 2015

12:00 pm

1. Call to Order 12:08 pm

Chair Jon Dwight called the meeting of the Telluride Regional Airport Authority to order.

Roll Call

Present: Chair Jon Dwight, Vice Chair Ann Brady. Board Members Paul Talmey (phone), Gary Bash, Joan May, Stu Fraser, Lynne Beck. Board Alternates Michael Martelon, Mark Silversher, Mick Francis.

Also present: Rich Nuttall (Airport Manager), Linda Soucie (Administrative Assistant), Renee Marr (Law Office of John Steel).

Absent: Board Members Kevin Jones, Matt Skinner.

2. A. Approval of Minutes: December 18, 2014

Motion

Ann Brady motioned to approve the minutes of December 18, 2014.

Stu Fraser seconded the motion.

Motion passed 9-0.

B. Financial Report

1. Approval of Accounts Payable

Motion

Stu Fraser motioned to approve the Accounts Receivable and Payables.

Gary Bash seconded the motion.

Motion passed 9-0.

C. Chairman's Comments

Jon Dwight had no comments.

D. Committee Reports

1. Noise Abatement –One complaint on 1/7/15 from Pennington's. Rich Nuttall was able to speak with the pilots.

The Noise Abatement Policy is to be signed today.

Motion

Ann Brady motioned to approve the Noise Abatement Policy as presented.

Stu Fraser seconded the motion.
Motion passed 9-0.

2. Planning – The Planning Committee will meet at 11:00am on Feb. 19, 2015.
3. Marketing – Rich Nuttall reported that the big terminal sign will be installed this week – weather permitting. Michael Martelon is doing some PR planning with Kiera Skinner. Jon Dwight is to send the contact information for the metal worker in Ouray to Michael. The breezeway is ready to be completed. The website update/redo will be done this year. The airport entry monument has to be redesigned for visibility and readability.
4. Finance – nothing to report.

E. Colorado Flight Alliance Report

Michael Martelon reported that the TTB just launched the 2 for 1 Allegiant flights from Montrose. Jon Dwight reported that talks are still ongoing with GLA.

3. Airport Manager's Comments

A. Announcements and Updates

Rich Nuttall gave a report on the holiday season activity. The first 3-4 days were stormy and snowy, but after that the airport was very busy through the first week of January.

President's Day will be very busy.

There was discussion on Jet A and 100LL prices.

Project Updates;

AIP 28 - The Slide Remediation has been closed out.

AIP 29 – We are waiting on the report.

AIP 31 – Wildlife Assessment – We are waiting on the final report.

AIP 32 – The run-up and de-ice pad project will start in May.

RH&S – Rich has not heard anything yet.

Budget Rent-A-Car wants to take over the terminal space vacated by Enterprise. Rich has the lease to be signed.

Rich reported that the Colorado Division of Aeronautics director was dismissed and the grant hearings for the end of this month have been cancelled. It will be at least 60 days before we know the status of our state grant.

The Commemorative Air Force has cancelled their appearance for the 2015 Fly-In and Cars and Colors weekend. Rich is checking on other aircraft.

Rich met with the TMV Town Council today for their bi-annual update. He will be attending the February Aldasoro HOA meeting in February. Stu Fraser will put him on the TOT agenda, and Joan May will put on the SMC BOC agenda.

Rich went over the end of the 2014 year budget figures. Even with no commercial service in May, and from September 16th on, the budget came out very well. GA enplanements were up .8%, operations up 6% and fuel sales were up 7.4% (which was higher than the national averages).

B. Lean Photometrics Contract

The Contract was signed and sent back and the preliminary report should be available for the February or March meeting. They are starting with the obstruction analysis.

Jon Dwight stressed that there are two major elements to this contract. The first is the public approach/Category C, and the second is the private approach for an airline. He wants to remind

everyone that once we have the Cat C approach, we have it forever. Technology changes and the airlines will adapt and change too.

Rich is looking forward to a very positive year for 2015.

4. Announcements and Public Comments

Mick Francis stated that the approach is very important for TEX and a great opportunity for the future.

5. Adjourn – Jon Dwight adjourned the meeting at 12:45pm.

Jon Dwight, Chairman

Richard W. Nuttall, Airport Manager

OPERATING FINANCIALS

Telluride Regional Airport
A/P Aging Summary
As of February 11, 2015

	Current	1 - 30	31 - 60	> 60	TOTAL
4Knee Ventures, LLC	1,262.75	0.00	0.00	0.00	1,262.75
Ajax Cleaning	2,695.00	0.00	0.00	0.00	2,695.00
ALSCO	141.72	0.00	0.00	0.00	141.72
Auto Parts of Montrose	196.78	0.00	0.00	0.00	196.78
Avionics Specialists, LLC	1,668.00	0.00	0.00	0.00	1,668.00
Blue Tarp Financial, Inc.	0.00	0.00	-180.35	0.00	-180.35
Brainstorm Internet, Inc.	70.00	0.00	0.00	0.00	70.00
CCNC	100.00	0.00	0.00	0.00	100.00
CEI	100.00	0.00	0.00	0.00	100.00
Central Distributing Co.	203.43	0.00	0.00	0.00	203.43
CenturyLink 52187	28.44	0.00	0.00	0.00	28.44
Chuck's Glass	1,645.87	0.00	0.00	0.00	1,645.87
Coach's Mother	6,529.40	0.00	0.00	0.00	6,529.40
Dewco Pumps & Equipment, Inc.	312.74	0.00	0.00	0.00	312.74
GCR Tires & Service	1,231.50	0.00	0.00	0.00	1,231.50
Hammerweb Holdings	100.00	0.00	0.00	0.00	100.00
Hartman Brothers	149.38	0.00	0.00	0.00	149.38
JC Propane	301.27	0.00	0.00	0.00	301.27
John Deere Financial	1,285.73	0.00	0.00	0.00	1,285.73
Lone Cone Coffee	153.00	0.00	0.00	0.00	153.00
Loveland Meter Service	178.50	0.00	0.00	0.00	178.50
MacDonald Equipment Co.	0.00	0.00	0.00	-134.03	-134.03
Montrose Water Factory, LLC	271.66	0.00	0.00	0.00	271.66
Mountain High Fire & Safety	819.90	0.00	0.00	0.00	819.90
NBAA	485.00	0.00	0.00	0.00	485.00
Parish Oil Company, Inc.	3,003.17	0.00	0.00	0.00	3,003.17
Parkeon Inc.	45.00	0.00	0.00	0.00	45.00
Patrick Miller Kropf Noto PC	446.77	0.00	0.00	0.00	446.77
Pitney Bowes	32.00	0.00	0.00	0.00	32.00
Quill	0.00	-4.99	0.00	0.00	-4.99
San Miguel Power Assoc.	3,898.00	0.00	0.00	0.00	3,898.00
Telluride Bytes	525.00	0.00	0.00	0.00	525.00
Telluride Kitchen - vendor	151.00	0.00	0.00	0.00	151.00
Two-Way Communications, Inc.	125.00	0.00	0.00	0.00	125.00
TWS	0.00	0.00	0.00	-945.86	-945.86
Verizon Wireless	50.08	0.00	0.00	0.00	50.08
Waste Management	351.53	0.00	0.00	0.00	351.53
Xerox	166.68	0.00	0.00	0.00	166.68
TOTAL	28,724.30	-4.99	-180.35	-1,079.89	27,459.07

Telluride Regional Airport
A/R Aging Summary
As of January 31, 2015

TRA A/R January 2015	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Aero Solutions Corp.	0.00	2,527.85	0.00	0.00	0.00	2,527.85
Total Aero Solutions Corp.	0.00	2,527.85	0.00	0.00	0.00	2,527.85
Alpine Luxury Limo	0.00	2,860.00	0.00	0.00	0.00	2,860.00
Cunniffe, Charles	0.00	6.40	0.00	0.00	0.00	6.40
Total Cunniffe, Charles	0.00	6.40	0.00	0.00	0.00	6.40
DAA LLC	0.00	1,202.29	0.00	0.00	0.00	1,202.29
Total DAA LLC	0.00	1,202.29	0.00	0.00	0.00	1,202.29
Dominion Aviation Services	0.00	4,636.88	0.00	0.00	0.00	4,636.88
Total Dominion Aviation Services	0.00	4,636.88	0.00	0.00	0.00	4,636.88
Enterprise Leasing Company of Denver	0.00	0.00	0.00	759.04	1,169.44	1,928.48
Gehan, Tim	0.00	2,163.07	0.00	0.00	0.00	2,163.07
Total Gehan, Tim	0.00	2,163.07	0.00	0.00	0.00	2,163.07
Great Lakes- Other NO FUEL	0.00	0.00	0.00	0.00	-3,101.46	-3,101.46
Great Lakes JET-A	0.00	0.00	0.00	0.00	1,566.77	1,566.77
Hertz Rent-A-Car Offices	0.00	710.33	1,926.51	-47.42	-213.39	2,376.03
Horigan, Paul	0.00	10.00	0.00	10.00	670.00	690.00
Hotel Madeline	0.00	0.00	0.00	0.00	800.00	800.00
James, Bill	269.47	0.00	0.00	0.00	0.00	269.47
Total James, Bill	269.47	0.00	0.00	0.00	0.00	269.47
Lumiere Hotel	0.00	800.00	0.00	0.00	0.00	800.00
Mattson, Bill	0.00	5.50	0.00	0.00	0.00	5.50
Mattson, Bill - Other	0.00	480.70	0.00	0.00	0.00	480.70
Total Mattson, Bill	0.00	486.20	0.00	0.00	0.00	486.20
Mountain Limo	0.00	0.00	0.00	346.40	346.40	692.80
Peak Aero Group	0.00	431.15	0.00	0.00	0.00	431.15
Peaks Resort & Golden Door Spa	0.00	800.00	0.00	0.00	0.00	800.00
QuadGraphics	0.00	5,834.01	0.00	0.00	0.00	5,834.01
Total QuadGraphics	0.00	5,834.01	0.00	0.00	0.00	5,834.01
Sprint Nextel	0.00	1,100.00	0.00	0.00	0.00	1,100.00
State of Colorado	3,133.58	-5,502.51	0.00	0.00	-3,165.16	-5,534.09
TRA Phase 1 Hangar Assoc.	0.00	8,535.34	0.00	0.00	0.00	8,535.34
TRA Phase II Condominium Owners Assoc.	0.00	8,581.77	0.00	0.00	0.00	8,581.77
Valued Customer	0.00	7,043.55	0.00	0.00	0.00	7,043.55

Telluride Regional Airport
A/R Aging Summary
As of January 31, 2015

TRA A/R January 2015

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
VanHeltebrake	0.00	0.00	63.89	0.00	0.00	63.89
White Tail Aviation						
	0.00	1,911.50	0.00	0.00	0.00	1,911.50
Total White Tail Aviation	0.00	1,911.50	0.00	0.00	0.00	1,911.50
TOTAL	3,403.05	44,137.83	1,990.40	1,068.02	-1,927.40	48,671.90

**TELLURIDE REGIONAL AIRPORT
2015 OPERATING BUDGET
SUMMARY**

	BUDGET	ACTUAL	ACTUAL
	2015	2015	2014
Aircraft & Pilot Income	3,726,500	460,352	649,641
Aircraft & Pilot Cost of Goods Sold	(1,922,550)	(216,027)	(308,129)
Aircraft & Pilot Expenses	(1,056,287)	(98,826)	(137,119)
Net Income (Loss)	747,663	145,499	204,393
Hangar Principal Payments	(75,000)	(7,060)	(63,572)
Net Cash Flows	672,663	138,439	140,821
Terminal Income	111,716	21,747	39,953
Terminal Expenses	(288,373)	(21,955)	(23,198)
Net Income (Loss)	(176,657)	(208)	16,755
Airside Income	302,200	55,127	55,907
Airside Expenses	(341,800)	(21,513)	(27,355)
Net Income (Loss)	(39,600)	33,614	28,552
Interest Income	185	11	11
Total Net Cash Flows	456,590	171,857	186,139

**TELLURIDE REGIONAL AIRPORT
2015 OPERATING BUDGET
AIRCRAFT & PILOT
JANUARY 2015**

AIRCRAFT & PILOT INCOME	BUDGET	ACTUAL	ACTUAL	PERCENT
	2015	2015	2014	OF BUDGET
Aircraft Oil	\$ 1,000	\$ 66	\$ 37	7%
AvGas	125,000	10,125	12,912	8%
Catering	7,500	321	228	4%
Hangar Fees	275,000	39,163	63,616	14%
Jet-A	3,100,000	387,761	539,973	13%
Jet-A Airlines	-	-	634	#DIV/0!
Line Services	65,000	7,253	11,013	11%
Pilot Supplies	18,000	1,554	2,134	9%
Tie-Down Fees	135,000	14,111	19,094	10%
Total Income	3,726,500	460,352	649,641	12%

AIRCRAFT & PILOT COST OF GOODS SOLD	BUDGET	ACTUAL	ACTUAL	PERCENT
	2015	2015	2014	OF BUDGET
Jet-A Fuel	1,805,000	206,535	299,068	11%
100LL Fuel	105,000	7,746	7,737	7%
Oil	800	54	10	7%
De-Ice	2,500	803	499	32%
Pilot Supplies	250	-	1	0%
Hats & T-Shirts	8,000	888	764	11%
Unleaded Fuel	1,000	-	50	0%
Total Cost of Goods Sold	1,922,550	216,027	308,129	11%
Gross Profit	1,803,950	244,326	341,512	14%

AIRCRAFT & PILOT EXPENSES	BUDGET	ACTUAL	ACTUAL	PERCENT
	2015	2015	2014	OF BUDGET
Aircraft Incidents	-	-	556	#DIV/0!
Pilot Incentive Program	15,000	300	1,517	2%
Catering	3,500	383	603	11%
Pilot Refreshments	5,500	524	602	10%
Credit Card Fees	90,000	8,947	16,979	10%
Employee Health Insurance	113,606	10,475	8,310	9%
Employee Salaries	462,356	30,031	38,821	6%
Employee Training	3,500	-	-	0%
Equipment Maintenance	40,000	1,129	3,612	3%
Equipment Maintenance Labor	15,000	-	599	0%
Equipment Rental	1,000	-	-	0%
Fuel Farm Utilities/Insurance	4,000	213	214	5%
Equipment Fuel & Oil	35,000	1,105	1,895	3%
Hangar Insurance	4,033	-	-	0%
Hangar Interest	14,000	1,001	1,984	7%
Hangar Maintenance	10,000	-	-	0%
Hangar Utilities	12,000	3,400	2,069	28%
Liability Insurance	8,511	-	-	0%
Line Supplies	11,000	1,172	1,010	11%
Pollution Insurance	15,559	-	15,559	0%
Uniforms	8,500	1,215	1,082	14%
Satellite Systems/Runway Camera	4,000	804	-	20%
Workman's Compensation	34,000	25,447	26,560	75%
Total Direct Expenses	910,065	86,146	121,972	9%

Net Income Before Allocation of Administrative Costs 893,885 158,180 219,540 18%

Admin & Operations (1/3 of Total) 146,222 12,681 15,147 9%

Net Income \$ 747,663 \$ 145,499 \$ 204,393 19%

CASH FLOWS

Net Income	\$ 747,663	\$ 145,499	\$ 204,393	19%
Hangar Principal Payments	\$ 75,000	\$ 7,060	\$ 63,572	
Net Cash Flows	\$ 822,663	\$ 152,559	\$ 267,965	19%

**TELLURIDE REGIONAL AIRPORT
2015 OPERATING BUDGET
TERMINAL
JANUARY 2015**

TERMINAL INCOME	BUDGET 2015	ACTUAL 2015	ACTUAL 2014	PERCENT OF BUDGET
Advertising	\$ 600	\$ -	\$ 124	0%
Airlines	-	-	12,393	#DIV/0!
Car Rental Agencies	70,000	734	8,637	1%
On-Line Services	10,000	2,200	2,200	22%
Copy/Fax	500	15	22	3%
Office Rentals	12,116	2,392	2,770	20%
Parking Lot	5,000	837	2,486	17%
Sales Tax Discount	3,000	378	349	13%
Taxi Service	10,000	15,185	10,960	152%
Vending Machines	500	6	12	1%
Total Income	111,716	21,747	39,953	19%
TERMINAL EXPENSES				
Janitorial Supplies	2,000	203	489	10%
Janitorial Other	32,340	2,850	94	9%
Liability Insurance	8,511	-	-	0%
Maintenance	20,000	-	1,110	0%
Maintenance Labor	2,500	-	-	0%
Parking Lot	5,000	45	38	1%
Security	4,000	417	-	10%
Terminal Insurance	6,800	-	-	0%
Terminal Utilities	40,000	4,957	4,890	12%
Trash	5,000	-	327	0%
Vending Machine Expense	1,000	83	83	8%
Water Maintenance	15,000	718	1,020	5%
Total Direct Expenses	142,151	9,274	8,051	7%
Net Income Before Allocation of Administrative Costs	(30,435)	12,473	31,902	-41%
Admin & Operations (1/3 of Total)	146,222	12,681	15,147	9%
Net Income	\$ (176,657)	\$ (208)	\$ 16,755	0%

**TELLURIDE REGIONAL AIRPORT
2015 OPERATING BUDGET
AIRSIDE
JANUARY 2015**

	BUDGET 2015	ACTUAL 2015	ACTUAL 2014	PERCENT OF BUDGET
AIRSIDE INCOME				
Airline Landing Fees	\$ -	\$ -	\$ 2,090	#DIV/0!
GA Landing Fees	200,000	33,442	32,127	17%
Land Leases	26,000	18,551	18,601	71%
Promotional Fees	1,200	-	-	0%
State Fuel Tax Rebates	75,000	3,134	3,089	4%
Total Income	302,200	55,127	55,907	18%
AIRSIDE EXPENSES				
Airfield Lighting Maintenance	3,000	275	-	9%
Airfield Lighting Utilities	2,000	183	219	9%
Airfield Insurance	6,200	-	-	0%
Airfield Maintenance	35,000	-	812	0%
ARFF Building Insurance	275	-	-	0%
ARFF Equipment	4,070	820	-	20%
ARFF Maintenance	5,000	-	-	0%
ARFF Training	22,990	-	1,009	0%
ARFF Liability Insurance	1,300	-	-	0%
ARFF Utilities	4,500	548	117	12%
AWOS Maintenance	5,000	1,668	-	33%
AWOS Utilities	600	57	56	10%
Business Auto Policy	6,597	-	-	0%
Equipment Fuel & Oil	15,000	675	1,663	4%
Equipment Insurance	13,835	-	-	0%
Equipment Maintenance	35,000	3,257	3,913	9%
Equipment Maintenance Labor	15,000	-	3,600	0%
Liability Insurance	8,511	-	-	0%
Operations Training	1,000	-	-	0%
SRE Insurance	700	-	-	0%
SRE Utilities	6,000	1,350	819	23%
SWMP Maintenance	4,000	-	-	0%
Total Expenses	195,578	8,832	12,208	5%
Net Income Before Allocation of Administrative Costs	106,622	46,295	43,699	43%
Admin & Operations (1/3 of Total)	146,222	12,681	15,147	9%
Operating Profit	(39,600)	33,614	28,552	-85%
INTEREST INCOME	185	11	11	6%
	\$ (39,415)	\$ 33,625	\$ 28,563	-85%

**TELLURIDE REGIONAL AIRPORT
2015 OPERATING BUDGET
SCHEDULE OF ADMINISTRATIVE EXPENSES
JANUARY 2015**

ADMINISTRATIVE EXPENSES	BUDGET 2015	ACTUAL 2015	ACTUAL 2014	PERCENT OF BUDGET
Accounting Audit	\$ 7,500	\$ -	\$ -	0%
Administrative Salaries	158,750	18,112	12,844	11%
Bad Debts	-	-	-	#DIV/0!
Bank Finance Charges	200	-	40	0%
Copy/Fax/Computer Maintenance/Lease	12,000	70	1,114	1%
Dues & Subscriptions	8,500	425	3,154	5%
Employee Education	2,000	-	-	0%
Employee Medical Insurance	32,000	2,882	3,065	9%
Fringe Benefits	11,239	3,491	3,433	31%
Legal	40,000	-	5,432	0%
Marketing	60,000	2,915	5,816	5%
Office Supplies	4,000	744	328	19%
Payroll Expenses	46,990	6,824	6,917	15%
Postage & Shipping	2,500	42	401	2%
Retirement Benefits	6,000	409	422	7%
Public Officials Insurance	9,488	-	-	0%
Safety Management System	3,000	-	-	0%
Telephone/Internet	30,000	2,134	2,179	7%
TRAA Meeting	2,000	(5)	199	0%
Travel	2,000	-	-	0%
Workman's Compensation	500	-	97	0%
Total Expenses	\$ 438,667	\$ 38,042	\$ 45,441	9%

Administrative Expenses are divided equally among Aircraft & Pilot, Terminal, and Airside expenses.

Telluride Regional Airport
Balance Sheet
As of January 31, 2015

	Jan 31, 15
ASSETS	
Current Assets	
Checking/Savings	
1020 · Due From AVFUEL	15,750.32
1035 · FBO Cash Drawer	200.00
1036 · Change Machines	377.00
1040 · Old Operating Bank Account	51.20
1045 · New Operating Bank Account	942,868.53
1046 · Tax Rebate Account	150,616.87
1050 · Petty Cash	561.00
Total Checking/Savings	1,110,424.92
Accounts Receivable	
1100 · *Accounts Receivable	48,671.90
Total Accounts Receivable	48,671.90
Other Current Assets	
1210 · Accounts Receivable	-20.78
1235 · US Dot Grants Receivable	-12,500.00
1250 · Inventory	533.91
1260 · Inventory Asset	150,752.57
1270 · Prepaid Insurance	19,764.32
1280 · Undeposited Funds	44,472.88
Total Other Current Assets	203,002.90
Total Current Assets	1,362,099.72
Fixed Assets	
1310 · Accumulated Depreciation	-14,158,281.45
1320 · Building	5,446,150.11
1330 · Equipment	2,722,670.97
1350 · Land Acquisition	7,337,699.15
1370 · Office Equipment	928.99
1390 · Runway	68,424,650.08
Total Fixed Assets	69,773,817.85
Other Assets	
1410 · Deposit - Securus	708.00
Total Other Assets	708.00
TOTAL ASSETS	71,136,625.57
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · *Accounts Payable	64,814.16
Total Accounts Payable	64,814.16
Other Current Liabilities	
2030 · AFLAC INS.	45.95
2100 · Payroll Liabilities	13,150.03
2110 · Direct Deposit Liabilities	2,200.28
2150 · Note Payable - Hangars	689,870.68
2165 · Sales Tax #1	-68,382.39
2200 · Sales Tax Payable	77,279.67
2205 · Sales Tax Payable Correction	-2,646.28
Total Other Current Liabilities	711,517.94
Total Current Liabilities	776,332.10
Total Liabilities	776,332.10

2:04 PM
02/11/15
Accrual Basis

Telluride Regional Airport
Balance Sheet
As of January 31, 2015

	<u>Jan 31, 15</u>
Equity	
3012 · Capital Transfers	-520,037.82
3430 · Interaccount Transfers	-1,536,677.02
3900 · Retained Earnings	72,205,384.47
Net Income	<u>211,909.97</u>
Total Equity	<u>70,360,579.60</u>
TOTAL LIABILITIES & EQUITY	<u>71,136,911.70</u>

CAPITAL FINANCIALS

**TELLURIDE REGIONAL AIRPORT
2015 CAPITAL BUDGET**

CAPITAL INCOME:	2015 BUDGET	2015 ACTUAL
Beginning Bank Account Balance	\$1,600,000	\$ 1,700,636
Passenger Facility Charges	\$0	\$ -
FAA Grants	\$6,367,178	\$ 24,901
State Grant	\$725,398	\$ 39,600
Rock Sales	\$175,000	\$ 22,449
Equipment Sales	\$20,000	\$ -
Local Contribution for Cat C Approach	\$105,000	\$ 50,000
Interest Income	\$1,500	\$ 10
TOTAL AVAILABLE FUNDS :	\$8,994,076	\$ 1,837,596

CAPITAL EXPENSES:	2015 BUDGET	2015 ACTUAL
AIP-28 Slide Repair Closeout (See note #3)	\$70,000	\$ -
AIP-31: Wildlife Mitigation Plan	\$5,000	\$ 2,020
AIP-32: Runup/Deice Pad	\$6,907,976	\$ -
AIP-33: South Apron Reconstruction Design	\$400,000	
Master Plan Update & Survey	\$428,000	\$ 44,000
New Instrument Approach Design (See note #1)	\$320,000	\$ -
Non-Grant Funded Construction (See Note #2)	\$55,000	\$ -
Non-Grant Funded Equipment	\$0	\$ 2,318
Security/Computer Equipment	\$20,000	\$ -
ARFF Equipment	\$0	\$ -
Maintenance Tools	\$2,500	\$ -
Bank Fees	\$60	\$ -
TOTAL CAPITAL EXPENSES:	\$8,208,536	\$ 48,338

REMAINING CAPITAL INCOME:	\$785,540	\$1,789,259
END OF YEAR OPERATING INCOME TRANSFER:	\$494,728	
ESTIMATED BEGINNING BALANCE FOR 2016:	\$1,280,268	

Notes:

1. LOC/DME Cat C.
2. Entrance sign(s) and new carpet
3. AIP-28 did not close-out in 2014.

Telluride Regional Airport - Capital Account
Balance Sheet
 As of January 31, 2015

	Jan 31, 15
ASSETS	
Current Assets	
Checking/Savings	
1010 · 10% Bank Account	200,834.11
1030 · FAA Bank Account	41,137.34
1060 · PFC- ANB Bank	253,747.30
1070 · Savings Account	1,293,539.67
Total Checking/Savings	1,789,258.42
Accounts Receivable	
1281 · Accounts Receivable	79,469.75
Total Accounts Receivable	79,469.75
Other Current Assets	
1200 · Grants Receivable	640,624.00
Total Other Current Assets	640,624.00
Total Current Assets	2,509,352.17
TOTAL ASSETS	2,509,352.17
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · *Accounts Payable	46,317.79
Total Accounts Payable	46,317.79
Other Current Liabilities	
2050 · Retainage Payable - Capital	570,037.00
Total Other Current Liabilities	570,037.00
Total Current Liabilities	616,354.79
Total Liabilities	616,354.79
Equity	
3040 · Operating Bank Transfers	485,000.00
3430 · Interaccount Transfers	1,631,114.84
3900 · Retained Earnings	-272,139.74
Net Income	49,022.28
Total Equity	1,892,997.38
TOTAL LIABILITIES & EQUITY	2,509,352.17

STATISTICS

**TELLURIDE REGIONAL AIRPORT
AIRCRAFT AND PILOT SERVICES - 2015**

JANUARY 2015	TRAA 2015	TRAA 2014	Percent Change
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AIRPORT OPERATIONS

General Aviation:	974	986	-1.22%
Commercial Airline:	-	66	-100.00%
Total Operations:	974	1,052	-7.41%

AVIATION FUEL SALES (GALLONS)

General Aviation:			
100LL AvGas:	1,972	2,178	-9.45%
Jet-A	75,262	84,279	-10.70%
Total GA:	77,234	86,457	-10.67%
Commercial Airline:	-	1,585	-100.00%
Total Fuel Sales:	77,234	88,042	-12.28%

GA Passenger Deplanements:	1,583	1,537	2.99%
GA Passenger Enplanements:	1,982	2,157	-8.11%

AIRLINE COMPLETIONS	2015	2014	2014
Scheduled Departures:	-	0.0%	41 100.0%
Actual Departures:	-	0.0%	33 80.5%
Total Not Completed:	-	0.0%	8 13.2%

ENPLANEMENTS 2015

	Great Lakes	U.S. Airways	Gen. Av	2015 TOTAL	2014 TOTAL
January	0	0	1982	1982	2602
February	0	0	0	0	2223
March	0	0	0	0	2531
April	0	0	0	0	430
May	0	0	0	0	402
June	0	0	0	0	1291
July	0	0	0	0	1877
August	0	0	0	0	2054
September	0	0	0	0	1538
October	0	0	0	0	648
November	0	0	0	0	401
December	0	0	0	0	909
Total for 2015	-	-	1,982	1,982	16,906
Total for 2014	3,268		12,729	15,997	
Total for 2013	5,325	-	13,530	18,855	
Total for 2012	7,445	3,784	13,128	20,573	

Enplanements	2014	2015	2014	2015
Comparisons	GA	GA	Airlines	Airlines
January	2157	1982	445	0
February	1613	0	610	0
March	1951	0	580	0
April	284	0	146	0
May	402	0	0	0
June	946	0	345	0
July	1393	0	484	0
August	1615	0	439	0
September	1319	0	219	0
October	648	0	0	0
November	401	0	0	0
December	909	0	0	0

DEPLANEMENTS FOR 2015

	Great Lakes	U.S.Airways	Gen Av	2015 Total	2014 Total
January	0	0	1583	1583	1937
February	0	0	0	0	2153
March	0	0	0	0	2347
April	0	0	0	0	313
May	0	0	0	0	406
June	0	0	0	0	1480
July	0	0	0	0	1827
August	0	0	0	0	2033
September	0	0	0	0	1298
October	0	0	0	0	622
November	0	0	0	0	386
December	0	0	0	0	1199
Total for 2015	0	0	1583	1583	16001
Total for 2014	3138	0	11664	14802	
Total for 2013	5151	0	13236	18387	
Total for 2012	7649	0	13181	20830	

Deplanement Comparisons	2015 GA	2014 GA	2015 Airlines	2014 Airlines
January	1583	1537	0	400
February	0	1489	0	664
March	0	1798	0	549
April	0	252	0	61
May	0	406	0	0
June	0	1088	0	392
July	0	1353	0	474
August	0	1609	0	424
September	0	1124	0	174
October	0	622	0	0
November	0	386	0	0
December	0	1199	0	0

OPERATIONS

2015

	2015		2015	2014
	Great Lakes	U.S. Airways	Gen. Av.	Total
January	0	0	974	1052
February	0	0	0	1006
March	0	0	0	1150
April	0	0	0	214
May	0	0	0	312
June	0	0	0	770
July	0	0	0	1012
August	0	0	0	1072
September	0	0	0	816
October	0	0	0	484
November	0	0	0	252
December	0	0	0	300
Total for 2015	0	0	974	8440
Total for 2014	574	0	7566	8140
Total for 2013	888	0	7958	8846
Total for 2012	1426	0	7740	7636

Operation	2015	2014	2015	2014
Comparisons	GA	GA	Airlines	Airlines
January	974	986	0	66
February	0	872	0	134
March	0	1056	0	94
April	0	188	0	26
May	0	312	0	0
June	0	706	0	64
July	0	932	0	80
August	0	1002	0	70
September	0	776	0	40
October	0	484	0	0
November	0	252	0	0
December	0	300	0	0

SCHEDULED DEPARTURES 2015

	U.S. Airways	Great Lakes	Total
January	0	0	0
February	0	0	0
March	0	0	0
April	0	0	0
May	0	0	0
June	0	0	0
July	0	0	0
August	0	0	0
September	0	0	0
October	0	0	0
November	0	0	0
December	0	0	0
Total for 2015	0	0	0
Total for 2014	0	328	328
Total for 2013	0	491	491
Total for 2012	0	758	758

ACTUAL DEPARTURES 2015

	U.S. Airways	Great Lakes	Total
January	0	0	0
February	0	0	0
March	0	0	0
April	0	0	0
May	0	0	0
June	0	0	0
July	0	0	0
August	0	0	0
September	0	0	0
October	0	0	0
November	0	0	0
December	0	0	0
Total for 2015	0	0	0
Total for 2014	0	287	287
Total for 2013	0	454	454
Total for 2012	0	719	719

DEPARTMENT OF SOCIAL SERVICES

SAN MIGUEL COUNTY
PO BOX 96
TELLURIDE, CO 81435
phone (970) 728-4411
fax (970) 728-4412

I, Carol Friedrich, Director of Social Services of San Miguel County, Colorado, hereby present the attached reports:

Earned Revenue and Expenditures, December, 2014
Check Register for the Month of January, 2015
Expenditures through Electronic Benefit Transfers, January, 2015
County Allocation / MOE Report, DEC-15
Balance Sheet, December, 2014

Caseload Report, January 2015

and certify that detailed, additional financial reports are available for inspection.



Carol Friedrich, February 25, 2015

I, Joan May, Chair of San Miguel County Board of Commissioners, hereby certify that the payments that are listed and set forth on the attached reports have been approved, and the payments issued from the Social Services fund.

Joan May, Chair, February 25, 2015

SAN MIGUEL COUNTY DSS
EARNED REVENUE YTD 100%
DECEMBER, 2014

	REVISED BUDGET	YTD REVENUES EARNED	% OF REVENUES COLLECTED
CURRENT PROPERTY TAX	112,932.00	112,967.31	100%
SPECIFIC OWNERSHIP	4,000.00	4,546.07	114%
DELINQUENT & INTEREST	150.00	504.22	336%
 COLORADO WORKS			
ADMIN	22,000.00	31,119.62	141%
GRANTS	40,000.00	28,749.30	72%
 CHILD CARE			
ADMIN	5,000.00	4,781.12	96%
CLIENT BENEFITS	47,000.00	15,523.66	33%
 CHILD WELFARE			
CHILD WELFARE 80/20	188,000.00	228,289.54	121%
CHILD WELFARE 100%	10,000.00	12,387.20	124%
 COUNTY ADMINISTRATION	107,000.00	68,569.20	64%
HCPF - MEDICAID		41,917.05	
ADULT PROTECTION		12,683.44	
CW - DISCRETIONARY GRANT		473.40	
CORE			
CW CORE SERVICES 80/20	40,000.00	6,089.68	15%
CW CORE SERVICES 100%	10,870.00	13,262.79	122%
 CHILD SUPPORT			
ADMIN	6,600.00	8,384.49	127%
 LEAP			
ADMIN/OUTREACH	4,500.00	4,039.40	90%
BASIC	60,000.00	47,913.47	80%
SALE OF ASSETS		1,575.00	
OAP			
HOME CARE ALLOWANCE	950.00	0.00	
ADMIN	4,000.00	2,841.36	71%
GRANTS	50,000.00	54,410.09	109%
 AID TO NEEDY DISABLED	9,600.00	5,502.11	57%
PSSF		950.87	
MEDICAID TRANSPORTATION	20,000.00	7,974.99	40%
FS JOB SEARCH		10,429.73	
FOOD ASSISTANCE BENEFITS	625,000.00	570,200.18	91%
GRANTS/INCENTIVES	15,000.00	8,400.29	56%
RETAINED COLLECTIONS	1,000.00	173.13	17%
 TOTAL BUDGETED REVENUES	1,383,602.00	1,304,658.71	94%

SAN MIGUEL COUNTY DSS
EXPENDITURES YTD 100%
DECEMBER, 2014

	REVISED BUDGET	EXPENDITURES YTD	% OF BUDGET EXPENDITURES SPENT
TANF			
ADMIN	40,000.00	37,341.58	93%
GRANTS	40,000.00	34,460.12	86%
CHILD CARE			
ADMIN	8,000.00	5,976.45	75%
CLIENT BENEFITS	56,000.00	20,347.69	36%
CHILD WELFARE			
CHILD WELFARE 80/20%	280,000.00	285,361.96	102%
CHILD WELFARE 100%	10,000.00	12,387.20	124%
COUNTY ADMINISTRATION	133,000.00	93,226.47	70%
HCPF - MEDICAID		39,375.21	
NON ALLOCATED ADMIN		147.96	
ADULT PROTECTION		15,854.31	
CW DISCRETIONARY GRANT		473.40	
CORE			
CW CORE SERVICES 80/20%	50,000.00	7,612.10	15%
CW CORE SERVICES 100%	0.00	13,262.79	0%
CHILD SUPPORT	10,000.00	9,603.31	96%
LEAP			
LEAP ADMIN/OUTREACH	4,500.00	4,039.40	90%
LEAP BASIC BENEFITS	60,000.00	47,913.47	80%
OAP			
OAP HOME CARE ALLOWANCE	1,000.00	0.00	0%
OAP ADMIN	4,000.00	2,841.36	71%
OAP GRANTS	50,000.00	54,410.09	109%
AID TO NEEDY DISABLED	12,000.00	7,746.98	65%
GENERAL ASSISTANCE	10,000.00	2,294.97	23%
MEDICAID TRANSPORTATION	20,000.00	10,263.39	51%
PSSF		950.87	
FA REFUNDS		0.00	
FA JOB SEARCH		10,228.65	
FOOD ASSISTANCE BENEFITS	625,000.00	570,200.18	91%
DIRECT COST ALLOCATION	(7,500.00)	(10,747.97)	143%
GRANTS	15,000.00	8,173.19	54%
COUNTY FUNDED GRANTS	60,000.00	77,267.95	129%
TOTAL BUDGETED EXPENDITURES	1,481,000.00	1,361,013.08	92%

SAN MIGUEL COUNTY DEPT OF SOCIAL SERVICES
CHECK REGISTER
JANUARY, 2015

Warrant No.	Date	To	WARRANT AMOUNT
29389	2-Jan	ALLAN GERSTLE	137.76
29390	7-Jan	CARD SERVICE	451.23
29391	7-Jan	COLORADO DOCUMENT SECURITY	100.00
29392	7-Jan	QUILL	149.34
29393	7-Jan	SOCIETY CONOCO	51.77
29394	7-Jan	DISCOVER GOODWILL	328.50
29395	7-Jan	SUNSHINE PHARMACY	184.04
29396	7-Jan	SAM'S SERVICE	34.01
29397	7-Jan	VOID	0.00
29398	7-Jan	SAN MIGUEL COUNTY FINANCE	300.00
29399	7-Jan	EATON SALES AND SERVICE	2.79
29400	15-Jan	SOCIETY CONOCO	40.00
29401	15-Jan	CLIENT/MT	294.15
29402	15-Jan	VOID	0.00
29403	15-Jan	MONTROSE COUNTY CSEU	800.00
29404	15-Jan	VOID	0.00
29405	15-Jan	CLIENT/MT	31.82
29406	15-Jan	CLIENT/MT	144.30
29407	15-Jan	VERIZON	197.57
29408	15-Jan	SENIOR COMMUNITY MEALS	2,500.00
29409	15-Jan	HOCKERSMITH AND MUELLER	120.00
29410	15-Jan	BAKED IN TELLURIDE	600.00
29411	27-Jan	CLIENT/MT	65.12
29412	27-Jan	VOID	0.00
29413	27-Jan	VOID	0.00
29414	27-Jan	CENTURY LINK	134.02
29415	27-Jan	COLORADO CORRECTIONAL INDUSTRIES	12.57
29416	27-Jan	HILLTOP COMMUNITY RESOURCES	728.86
29417	27-Jan	LA COCINA DE LUZ	950.00
29418	27-Jan	SSTABS	10.00
29419	27-Jan	QUILL	387.00
TOTALS			8,754.85
PERSONNEL PAYROLL			93,302.04
GRAND TOTAL			102,056.89

SAN MIGUEL COUNTY DSS
 EXPENDITURES THROUGH ELECTRONIC BENEFIT TRANSFERS
 JANUARY, 2015

	CASES	TOTAL COST
TANF(Temporary Aid to Needy Families)	9	3,892.00
OAP(Old Age Pension)	11	3,576.00
AND(Aid to Needy Disabled)	5	945.00
CHILD CARE	10	1,728.31
CHILD WELFARE	3	5,996.95
CORE SERVICES	2	340.00
FOOD ASSISTANCE	192	47,466.00
LEAP(Low-income Energy Assistance Program)	15	4,926.70
TOTALS	<u>247</u>	<u>68,870.96</u> *

*THESE ARE OUR BEST ESTIMATES BASED ON THE DISCREPANCIES BETWEEN THE COLORADO FINANCIAL MANAGEMENT SYSTEM AND THE COLORADO BENEFIT MANAGEMENT SYSTEM.

CFMS SET OF BOOKS
COUNTY ALLOCATIONS/MOE REPORT
Current Period: DEC-15

Currency: USD
CTY=113 (San Miguel)

	COUNTY ALLOCATION / MOE - FULL YEAR - BUDGET VS. ACTUALS	BUDGET VS. ACTUALS FY VARIANCE
	FY BUDGET BALANCES	ACTUALS FY VARIANCE
COLORADO WORKS BLOCK GRANT	83,637.72	46,965.42
NET COLORADO WORKS MOE	12,362.88	(50.0)
CHILD CARE ALLOCATION:		
CHILD CARE DIRECT	47,524.92	35,949.83
CHILD CARE ADMINISTRATION	0.00	(3,465.12)
TOTAL CHILD CARE ALLOCATION	47,524.92	33.5
NET CHILD CARE COUNTY MOE	4,270.56	(50.0)
CHILD WELFARE ALLOCATION:		
CHILD WELFARE 80/20 ALLOCATION ITEMS:		
CHILD WELFARE OUT-OF-HOME ALLOCATION	199,222.20	171,359.11
CHILD WELFARE ADMIN 80/20	0.00	(111,477.49)
CHILD WELFARE CASE SERVICES	0.00	0.00
CHILD WELFARE RELATED CHILD CARE	0.00	(1,371.49)
CHILD WELFARE SUBSIDIZED ADOPTION	0.00	0.00
CHILD WELFARE RELATIVE GUARDIANSHIP	0.00	0.00
TOTAL CHILD WELFARE 80/20 ALLOCATION	199,222.20	70.6
CHILD WELFARE 100% ADMINISTRATION *	18,736.92	18,388.44
TOTAL CHILD WELFARE 80/20 AND 100% ALLOC	217,959.12	64.7
CHILD WELFARE TRCCF ALLOCATION	0.00	0.00
CHILD WELFARE CHRP ALLOCATION *	4,364.64	4,364.64
CHILD WELFARE PRIF - FFS *	6,099.48	6,099.48
TOTAL CHILD WELFARE ALLOCATION	228,423.24	61.8
COUNTY ADMINISTRATION ALLOCATION *	0.00	(72,957.92)
ADULT PROTECTION ALLOCATION	0.00	(8,854.88)

CFMS SET OF BOOKS
COUNTY ALLOCATIONS/MOE REPORT
Current Period: DEC-15

Currency: USD
CTY=113 (San Miguel)

	COUNTY ALLOCATION / MOE - FULL YEAR	- BUDGET VS. ACTUALS	
	FY ACTUAL	FY FUNDS	BUDGET VS
	EXPENDITURES	AVAILABLE	ACTUALS FY
			VARIANCE
CORE SERVICES ALLOCATION:			
CORE SERVICES MENTAL HEALTH 100%	0.00	0.00	n/m
CORE SERVICES ADAD 100%	0.00	0.00	n/m
CORE SERVICES SPECIAL ECONOMIC ASSIST 100%	544.92	544.92	0.0
CORE SERVICES OTHER 100% *	23,462.16	15,543.82	33.7
CORE SERVICES 80/20	12,800.04	10,122.54	20.9
TOTAL CORE SERVICES ALLOCATION	36,807.12	26,211.28	28.8
EMPLOYMENT FIRST 80/20 PARTICIPANT REIMB	0.00	(147.10)	n/m
EMPLOYMENT FIRST 100%	0.00	(5,075.54)	n/m

FEDERAL FISCAL YEAR PROGRAMS (ENDING SEP. 30): **

NON-FISCAL YEAR PROGRAMS: **

* - NOTE: Allocations for Child Welfare 100%, Child Welfare CHRP, Child Welfare PRIF - FFS, County Administration, and Core Services 100% Include Funds Allocated from the Department of Health Care Policy and Financing, in Addition to those Allocated from the Department of Human Services

** - NOTE: Expenditures Refer to State Fiscal Year-To-Date

SAN MIGUEL COUNTY DEPT OF SOCIAL SERVICES
BALANCE SHEET
DECEMBER, 2014

ASSETS:

CASH:

101.1000	CASH - GENERAL	102,315.56	
101.2000	CASH - IV-E RESERVES	0.00	
101.3000	CASH - PARENTAL FEES	1,022.01	
101.4000	CASH - CSBG	0.00	
101.5000	CASH - PETTY	50.00	
101.4381	CASH - CBMS	0.00	
115.1000	A/R - TANF	9,031.00	
115.2000	A/R - AND	687.00	
115.3000	A/R - OAP	0.00	
115.4000	A/R - CC	0.00	
115.5000	A/R - LEAP	0.00	
115.6000	A/R - MEDICAID	0.00	
115.7000	A/R - FOOD ASSISTANCE	2,093.00	
115.8000	A/R - CHILD SUPPORT	134,862.91	
115.9000	A/R - ERRONEOUS DISBURSEMENTS	1,160.00	
	TOTAL CASH	<u>1,160.00</u>	251,221.48

DUE TO DUE FROM

132.4200	DTDF - TANF	3,595.71	
132.2300	DTDF - CHILD CARE	475.13	
132.2500	DTDF - CORE	169.18	
132.1210	DTDF - CHILD WELFARE	20,280.85	
132.M100	DTDF - AUDIT ADJUSTMENT	6,614.18	
132.7000	DTDF - ADMIN	9,386.15	
132.4011	DTDF - NON ALLOCATED ADMIN	(12.33)	
132.1010	DTDF - ADULT PROTECTION	1,431.10	
132.8000	DTDF - CHILD SUPPORT	354.34	
132.6300	DTDT - FA JOB SEARCH	584.21	
132.5000	DTDF - LEAP	657.00	
132.4800	DTDF - AND	(257.04)	
132.4600	DTDF - HOME CARE ALLOWANCE	0.00	
132.4050	DTDF - OAP ADMIN	684.35	
132.9700	DTDF - TANF WORK PARTICIPATION	0.00	
132.8500	DTDF - TANF COLLECTIONS	12.39	
132.1296	DTDF - FA COLLECTIONS	0.00	
132.9800	DTDT - COST ALLOCATION	0.00	
132.9430	DTDF - STATE INCENTIVES	633.92	
132.9450	DTDF - FEDERAL INCENTIVES	0.00	
132.0000	DTDF - ADVANCES	(9,635.00)	
132.1296	DTDF - CW DISCRETIONARY GRANT	40.01	
132.1590	DTDF - PARENTAL FEE	0.00	
132.2752	DTDF - PSSF	91.79	
	TOTAL DUE TO DUE FROM	<u>91.79</u>	35,105.94

FIXED ASSETS

TOTAL ASSETS

18,749.00	
<u>18,749.00</u>	305,076.42
	<u><u>305,076.42</u></u>

LIABILITIES:

215.1000	A/R CONTRA - TANF	(9,031.00)
215.2000	A/R CONTRA - AND	(687.00)
215.3000	A/R CONTRA - OAP	0.00
215.4000	A/R CONTRA - CC	0.00
215.5000	A/R CONTRA - LEAP	0.00
215.6000	A/R CONTRA - MEDICAID	0.00
215.7000	A/R CONTRA - FOOD ASSISTANCE	(2,093.00)
215.8000	A/R CONTRA - CHILD SUPPORT	(134,862.91)
215.9000	A/R CONTRA - ERRONEOUS DISBURSEMENTS	0.00
220.4000	DEFERRED REVENUE - IV-E	0.00
220.5000	DEFERRED REVENUE - PARENTAL	(1,022.01)
220.6000	DEFERRED REVENUE - CSBG	0.00
220.4381	DEFERRED REVENUE - CBMS	0.00
220.7000	A/P - INDIRECT COST ALLOCATION	0.00
220.8200	DEFERRED REVENUE IV-D FED INC	0.00
221.1000	SUSPENSE - MISC	251.08
221.2000	SUSPENSE - MT	0.00
221.4000	SUSPENSE - TEFAP	0.00
		<hr/>
	TOTAL LIABILITIES	(147,444.84)

RESERVE:

	FUND BALANCE AS OF 12/31/14	(138,882.58)
	RESERVE FOR FIXED ASSETS	(18,749.00)
		<hr/>
	TOTAL RESERVE	(157,631.58)
		<hr/>
	TOTAL LIABILITIES AND RESERVE	(305,076.42)

SAN MIGUEL COUNTY BOARD OF SOCIAL SERVICES
CASELOAD REPORT 2015

	T.A.N.F.	DIVER- SION	O.A.P + HCA	AND,SSI +SSA	HCBS	MAGI*	LEAP	CHILD CARE	F.S.	GA etc	BUY IN	TOTAL
January	3	0	11	147	22	516	86	5	222	1	8	1021
February	2	0	10	147	24	565	90	5	227	0	10	1080
March	6	0	11	159	26	654	97	5	229	0	10	1197
April	6	0	12	169	24	725	110	5	233	0	10	1294
May	5	0	12	168	24	765	0	5	223	1	14	1217
June	3	0	13	173	20	782	0	7	214	0	14	1226
July	4	0	12	166	20	806	0	7	196	1	14	1226
August	5	0	11	172	22	811	0	7	194	1	12	1235
September	6	0	12	165	22	826	0	7	189	1	12	1240
October	7	0	11	171	22	799	0	7	207	0	8	1232
November	8	0	12	92	11	743	41	7	205	3	3	1125
December	8	0	10	92	12	774	60	7	202	1	3	1169
January 2015	8	0	10	86	10	811	75	7	209	0	3	1219

MEMORANDUM

TO: BOCC

FROM: Linda Luther-Broderick, OSR Coordinator

Date: February 25, 2015

RE: Amendment to Agreement for Services with Dave Foley re Wasatch Trail

On July 8, 2014 San Miguel County signed an agreement for services with Dave Foley, Backcountry Surveying, Inc. to complete a survey of the centerline of the East Fork and Wasatch Trails as they cross the Gertrude, Modena, Maryland and Dandy mining claims in upper Bear Creek. At least one boundary corner for the Dandy and Maryland claims were to be monumented , and the surveyor was to provide the applicable plats and monument records being filed as required by state laws. This requirement and the timeline were part of the court order in the Wasatch litigation. The contract deadline was Sept 1, 2014 with a not to exceed amount of \$10,000.

Dave Foley is requesting to be paid \$11,500 of the \$13,665 in time and effort expended to perform the survey and related recording.

Suggested motion to amend the July 8, 2014 Agreement for Services with Dave Foley, Backcountry Surveying, Inc. to extend the contract to March 1, 2015 and increase the contract amount from \$10,000 to \$11,500, by initialing the said changes .

AGREEMENT FOR SERVICES
Independent Contractor

PROJECT: Trail Survey of the centerline of the East Fork and Wasatch Trails

LOCATION: Upper Bear Creek Basin

San Miguel County wishes to engage the services of an independent contractor. The undersigned contractor has agreed to provide such services, as an independent contractor, in return for the compensation stated herein. The undersigned contractor has read and agrees to the terms and conditions stated herein.

Be it agreed as follows:

1. Contractor agrees to perform the following services for San Miguel County:

Survey and prepare a legal description for the centerline of the East Fork and Wasatch Trails where they cross the Gertrude, Modena, Maryland and Dandy mining claims. At least 1 boundary corner for the Dandy and Maryland claims will be monumented with applicable plats and monument records being filed as required by State laws.

2. San Miguel County agrees to pay . Total amount is not to exceed \$10,000.00.

\$11,500

J.R.F

Invoices must be approved by Linda Luther-Broderick .

Invoices must be submitted to and approved by the appropriate County official (see above) and delivered to the San Miguel County Finance Office. Approved invoices that are received by the Finance Office prior to the 1st day of the month will be paid on the tenth day of the month; invoices received in the Finance Office the 2nd through the 10th day of the month will be paid on the 20th day of the month; invoices received on the 11th through the 20th day of the month will be paid on the last working day of the month. Payment of invoices does not constitute final acceptance of work, nor shall it be construed as a waiver by the County of any of its rights as may be provided by law.

3. **INDEPENDENT CONTRACTOR**. Unless otherwise specified in writing, contractor shall furnish all supervision, labor, materials, equipment, supplies and other incidentals to complete the requirements of the job. The contractor has the authority to control and direct the details of the work; San Miguel County is interested only in the results. Contractor shall pay all required employment taxes, including all federal and state income taxes on all monies paid pursuant to this Agreement. The contractor shall have no authorization; either express or implied, to make any commitments on behalf of the County. The services as defined herein are subject to San Miguel County's right of inspection and approval. The contractor agrees to comply with all federal, state and municipal laws, rules, regulations and safety procedures that are or may be applicable to the work performed.
4. **WORK PERFORMED AT CONTRACTOR'S RISK**. Contractor shall take all precautions necessary and shall be responsible for the safe performance of the services described herein. All work shall be done at contractor's risk. Contractor shall be responsible for any damage or loss to

San Miguel County property, and for any loss or damage to materials, tools or other articles used or held for use in connection with the work performed.

5. **INSURANCE TO BE SECURED BY CONTRACTOR.** Contractor agrees to comply with all state and federal requirements pertaining to workers' compensation, general liability and employment liability insurance relating to the performance and completion of this Agreement. The County does not intend to waive, by any provision of this Agreement, any rights, immunities and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, et seq, C.R.S.
6. **INDEMNIFICATION.** Contractor agrees to indemnify, release, save and hold harmless San Miguel County, its officials, employees and agents, from and against all liability of loss and against all claims or actions based upon or arising out of damage or injury to persons or property caused by or sustained in connection with the performance of this Agreement. If any arrangement, however informal and of whatever duration, is made whereby employees of San Miguel County are used by contractor, they shall, while engaged in such work, be considered employees of contractor, regardless of who may be paying them at the time. Contractor shall indemnify San Miguel County against any and all liability, loss, cost, damage or expense, by reason of any act or omission of any such employee while such employee is being used by the contractor.
7. **PROFESSIONAL SERVICES AGREEMENT. THIS PROVISION ONLY APPLIES TO AGREEMENTS FOR PROFESSIONAL SERVICES.** The parties agree that contractor is a professional person, and that the relationship created by this contract is that of employer-independent contractor. Contractor is not an employee of San Miguel County and is not entitled to any benefits provided by San Miguel County to its employees. Contractor may practice his profession for others during periods of time when he is not performing work under this Agreement for San Miguel County. San Miguel County may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the contractor performs.
June 30 March 1, 2015
8. **TERM OF AGREEMENT.** The term of this Agreement is from ~~July 15~~ to ~~Sept 30~~, 2014. Time is of the essence in the contractor's performance of its obligations under this Agreement. San Miguel County's expenditure of any funds under this Agreement beyond the current County fiscal year shall be expressly subject to and contingent upon the County budgeting and appropriating funds for such purposes in accordance with the Colorado Local Government Budget Law. Should such funds not be budgeted and appropriated for the County's obligations under this Agreement for future fiscal years, this Agreement shall terminate at the end of the fiscal year for which such funding has been lawfully budgeted and appropriated, and the County shall provide the contractor with prior written notice of such termination.
June 30 March 1, 2015
9. **NOTICE.** All rights, obligations, privileges and duties created herein may be terminated at any time by either party by the giving of written notice to the other party at their last known address.
10. **COMPLIANCE WITH H.B. 06-1343, 07-1073, and S.B. 08-193, C.R.S. TITLE 8, ARTICLE 17.5, Part 1. Illegal Aliens – Public Contracts for Services Requirements.**
 - A. Contractor hereby certifies that, at the time of the certification, and prior to its execution of this Agreement, that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that the contractor will participate in either the E-Verify Program or the Department Program, as defined in §8-17.5-101,

Backcountry Surveying, Inc.
P. O. Box 825, Ophir, CO 81426
Phone/fax 970-728-9998
surveyfoley@gmail.com

INVOICE

To: San Miguel County Open Space and Recreation Department
PO Box 1170
Telluride, CO 81435

Date: February 12, 2015

Project No.: 1405

Legal Description: East Fork and Wasatch Trails through the Modena and Gertrude Lodes MS 13375, the Dandy Lode MS 16144 and the Maryland Lode MS 4882A

Job Description: write legal description for the centerline of the trails as they cross the Modena, Gertrude, Dandy and Maryland Lodes. Set controlling monuments for applicable claim corners, file survey maps in the County Surveyors files and file monument records for each claim corner monument set.

1-man survey crew	73.5 hours @ \$110/hour	\$ 8,085.00
2-man survey crew	11.5 hours @ \$145/hour	\$ 1,667.50
Land Surveyor	9.0 hours @ \$125/hour	\$ 1,125.00
AutoCad drafting	32.5 hours @ \$80/hour	\$ 2,600.00
Vehicle mileage	250 miles @ \$0.75/mile	\$ <u>187.50</u>
TOTAL		\$13,665.00

*** Total Amount Not to Exceed \$11,500.00 ***

TOTAL AMOUNT DUE \$11,500.00

Terms: Balance due within 30 days. Interest will be charged at a rate of 2% per month on all past due accounts. Liens will be filed against the Owner's real property on all delinquent accounts. Please contact me promptly if you have any questions regarding this invoice.

Subject: Grant Support Compost Facility

From: Nina Kothe (ninak@sanmiguelcounty.org)

To: joanm@sanmiguelcounty.org; johnh@sanmiguelcounty.org; lynnb@sanmiguelcounty.org;
daves@sanmiguelcounty.org;

Date: Wednesday, February 18, 2015 11:57 AM

Dave and I met with Kris last week and some of the issues we had with supporting the proposal are addressed. We can outline those in more detail when/if needed. Concerns have to do with ensuring they are going to follow state permit guidelines with the CDPH on compost facilities.

Lynn also wanted to see more of an actual business plan. It is my impression that they do have these two issues covered.

Attached is a draft letter for the Feb. 25th meeting that I will give to John for packet if that is okay.

Nina Kothe -San Miguel County Commissioners Office

P.O. Box 1170 Telluride - Colorado 81435

970 728-3844 FAX 970 728-3718

ninak@sanmiguelcounty.org

[San Miguel County Website](#)

SAN MIGUEL COUNTY

BOARD OF COMMISSIONERS

JOAN MAY

ELAINE FISCHER

ART GOODTIMES

February 25, 2015

Eric Heyboer
Pollution Prevention Advisory Board
Colorado Department of Public Health & Environment
4300 Cherry Creek Drive South
Denver, CO 80246-1530

RE: EcoAction Partners' RREO 2015 Grant application

Dear Eric:

We the Commissioners of San Miguel County are submitting this letter of support for EcoAction Partners' RREO grant application. We have supported EcoAction Partners since its inception in 2007. As a government within an interconnected, interdependent region, we have long recognized the value in having one organization with the mission of addressing regional sustainability.

In 2009 in response to a grant received from the Colorado Governor's Energy Office, EcoAction Partners brought together representatives from the regional governments, the local power utilities and interested citizens to form what is now called the Sneffels Energy Board. As part of that grant a regional Sustainability Action Plan was completed. Near the top of the desired outcomes in the plan was the establishment of a regional composting program.

We feel that the Sneffels Regional Composting project will offer numerous benefits to our region. The proposal addresses several of the challenges we face in dealing with our waste stream in this remote corner of the state. It is difficult for small rural governments to fund a regional facility yet we fully embrace the environmental benefits of reduced transport of materials, reduced landfill methane production and increased use of compost as a soil amendment - made locally, of local materials and purchased and used in large part by locals. It is a winning combination for our region. We are very pleased that the grant opportunity has expanded to promote just this sort of hub and spoke regional facility.

We fully support the grant application and truly hope it is awarded as the project would be a major benefit to our rural/resort region.

Sincerely,

SAN MIGUEL COUNTY, COLORADO
BOARD OF COUNTY COMMISSIONERS

Joan May, Chair

JAN

BUILDING DEPARTMENT VALUATION AND FEES MONTHLY REPORT



JANUARY 2015

	Residential	Commercial	Mechanical	2105 Year to Date	2014 Prior Year
Number of Permits	3		2	5	4
Valuation	\$119,000.00		\$932.00	\$119,932.00	\$230,810.00

Permit Fees	\$1,542.58			\$1,542.58	\$1,041.60
Plan Review Fees	\$1,002.67			\$1,002.67	\$1,462.42
Use Tax	\$476.00		\$3.73	\$479.73	\$923.24
Impact Fees				\$0.00	\$0.00
Mechanical Fees			\$97.60	\$97.60	\$30.75
TOTAL FEES	\$3,021.25	\$0.00	\$101.33	\$3,122.58	\$3,458.01

Certificate of Occupancy/Completion	4			4	12
Inspections	37			37	43

Issuance Report by Permit Type

Permits Issued From Thursday, January 1, 2015 through Saturday, January 31, 2015

Permit Number	Location Address	Sq Ft	Valuation	Issued	Site Location	Owner
Mechanical Permit						
MECH-1-15-2011	522 SOCIETY Dr	0	932	1/06/15		Noel Jones
MECH-1-15-2014	101 PINE VIEW Ct	0	0	1/26/15		Melanie Wasserman
		0	932.00			
						Number of Permits for Mechanical Permit : 2

Residential Building						
RES-1-15-2012	1810 PEARL St	0	2,000	1/21/15	Wright's Mesa	Nicholas Ostrom
RES-1-15-2013	101 PINE VIEW Ct	0	22,000	1/15/15	Lawson	Samuel Craig Wasserman
RES-8-14-1915	192 HILLSIDE Ln	0	95,000	1/26/15	Hillside	Lois Ann Schultz
		0	119,000.00			
						Number of Permits for Residential Building : 3

Grand Total Sq Footage 0
Grand Total Valuation 119,932.00

San Miguel County Monthly Permit Log - Permit Issued from 1/1/2015 to 1/31/2015

ISSUANCE	OWNER	PERMIT ID	OWNER MAILING ADDR.	VALUATION	CLASS OF WORK	JOB ADDRESS	CONTRACTOR INFO
1/06/2015	Noel Jones	MECH-1-15-2011	522 Society Dr Telluride, CO 81435	932	New	522 SOCIETY Dr Telluride, CO 81435	
1/15/2015	Samuel Craig Wasserman	RES-1-15-2013	530 Society Dr Telluride, CO 81435	22,000	Single Family Residence	101 PINE VIEW Ct Telluride, CO 81435	JS Richardson Construction (970)729-0854 (970)729-0854 (Cell) 11750 6450 Rd Montrose, CO 81401
1/21/2015	Nicholas Ostrom	RES-1-15-2012	PO Box 564 Norwood, CO 81423	2,000	Single Family Residence	1810 PEARL St Norwood, CO 81423	
1/26/2015	Melanie Wasserman	MECH-1-15-2014	530 Society Dr Telluride, CO 81435	0	New	101 PINE VIEW Ct Telluride, CO 81435	JS Richardson Construction (970)729-0854 (970)729-0854 (Cell) 11750 6450 Rd Montrose, CO 81401
1/26/2015	Lois Ann Schultz	RES-8-14-1915	PO Box 347 Booker, TX 79005	95,000	Addition	192 HILLSIDE Ln Telluride, CO 81435	Todd Herman (970)708-1360 CO

Grand Total Valuation 119,932

Permit Payments - Building Only (By GL Code)

From 1/1/2015 To 1/31/2015

0010.3800

Residential Building

Building Permit Fee

01/15/2015	RES-1-15-2013	Building Permit Fee	\$391.16
01/26/2015	RES-8-14-1915	Building Permit Fee	\$1,073.80
01/21/2015	RES-1-15-2012	Building Permit Fee	\$77.62

\$1,542.58

TOTAL FEES

\$1,542.58

0010.7100

Residential Building

Plan Review Fee

01/15/2015	RES-1-15-2013	Plan Review Fee	\$254.25
01/26/2015	RES-8-14-1915	Plan Review Fee	\$697.97
01/21/2015	RES-1-15-2012	Plan Review Fee	\$50.45

\$1,002.67

TOTAL FEES

\$1,002.67

0010.8000

Mechanical Permit

Use Tax

01/06/2015	MECH-1-15-2011	Use Tax	\$3.73
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\$3.73

Residential Building

Use Tax

01/15/2015	RES-1-15-2013	Use Tax	\$88.00
01/26/2015	RES-8-14-1915	Use Tax	\$380.00
01/21/2015	RES-1-15-2012	Use Tax	\$8.00

\$476.00

TOTAL FEES

\$479.73

0010.8100

Mechanical Permit

Forced-air or gravity type furnace <= 100,000 BTU

01/26/2015 MECH-1-15-2014 Forced-air or gravity type furnace <= 100,000 BTU \$14.80

Hoods serving a mechanical exhaust

01/26/2015 MECH-1-15-2014 Hoods serving a mechanical exhaust \$10.65

Mechanical Permit Fee

01/26/2015 MECH-1-15-2014 Mechanical Permit Fee \$23.50

01/06/2015 MECH-1-15-2011 Mechanical Permit Fee \$23.50

Miscellaneous Appliances not mentioned above

01/06/2015 MECH-1-15-2011 Miscellaneous Appliances not mentioned \$10.65

Ventilation Fan

01/26/2015 MECH-1-15-2014 Ventilation Fan \$14.50

\$97.60

TOTAL FEES \$97.60

Total Payments: \$3,122.58

**FUNDS COLLECTED BY THE BUILDING DEPARTMENT
TENDERED TO TREASURER -**

(Payment Date or Date Range of) 1/1/2015 To 1/31/2015

Date	Received From (Applicant)	TREAS# (GL Account)	Finance (GL Debit)	Pay Type	Amount
Type of Permit: Mechanical Permit					
Permit Number: MECH-1-15-2011					
1/6/2015	Noel Jones	0010.8100	101.0350.10.32105	Check # 6458	\$10.65
1/6/2015		0010.8000	101.0350.10.31120	Check # 6458	\$3.73
1/6/2015		0010.8100	101.0350.10.32105	Check # 6458	\$23.50
					Total Check Amount: \$37.88
Permit Number: MECH-1-15-2014					
1/26/2015	Samuel Craig Wasserman	0010.8100	101.0350.10.32105	Check # 2136	\$10.65
1/26/2015		0010.8100	101.0350.10.32105	Check # 2136	\$14.80
1/26/2015		0010.8100	101.0350.10.32105	Check # 2136	\$23.50
1/26/2015		0010.8100	101.0350.10.32105	Check # 2136	\$14.50
					Total Check Amount: \$63.45
Mechanical Permit Permits: 2 Total: \$101.33					
Type of Permit: Residential Building					
Permit Number: RES-1-15-2013					
1/15/2015	Samuel Craig Wasserman	0010.3800	101.0350.10.32105	Check # 2116	\$391.16
1/15/2015		0010.8000	101.0350.10.31120	Check # 2116	\$88.00
1/15/2015		0010.7100	101.0350.10.33105	Check # 2116	\$254.25
					Total Check Amount: \$733.41
Permit Number: RES-1-15-2012					
1/21/2015	Nicholas Ostrom	0010.8000	101.0350.10.31120	Check # 1037	\$8.00
1/21/2015		0010.7100	101.0350.10.33105	Check # 1037	\$50.45
1/21/2015		0010.3800	101.0350.10.32105	Check # 1037	\$77.62
					Total Check Amount: \$136.07
Permit Number: RES-8-14-1915					
1/26/2015	Lois Ann Schultz	0010.8000	101.0350.10.31120	Check # 1	\$380.00
1/26/2015		0010.3800	101.0350.10.32105	Check # 1	\$1,073.80
1/26/2015		0010.7100	101.0350.10.33105	Check # 1	\$697.97
					Total Check Amount: \$2,151.77
Residential Building Permits: 3 Total: \$3,021.25					

Grand Total Permits Issued: 5

Grand Total Permit Fees: \$3,122.58

Certificate of Occupancy & Certificate of Completion Issuance Report

By Permit Type

C.O.'s Issued From Thursday, January 1, 2015 through Saturday, January 31, 2015

C.O. Number	Issued	Location Address	Permit Status	Permit Number
Commercial Building				
Certificate of Completion				
CoC-1645	1/26/2015	22855 HIGHWAY 145	Completed	COMM-10-14-1987
				Totals for Commercial Building : 1

Mechanical Permit				
Certificate of Completion				
CoC-1641	1/7/2015	522 SOCIETY Dr	Completed	MECH-1-15-2011
				Totals for Mechanical Permit : 1

Residential Building				
Certificate of Completion				
CoC-1644	1/21/2015	1810 PEARL St	Approved	RES-1-15-2012
Certificate Of Occupancy				
CO-1640	1/7/2015	1305 Elk Run	Approved	RES-4-13-1704
				Totals for Residential Building : 2

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF
SAN MIGUEL COUNTY, COLORADO,
ORDAINING A PROCESS TO DEVELOP, MAINTAIN, AND OPERATE
MASS TRANSPORTATION SYSTEMS WITHIN THE COUNTY
PURSUANT TO §30-11-101(1)(f), C.R.S.**

Ordinance #2015-1

WHEREAS, Section 30-11-101(1)(f), C.R.S., authorizes counties to develop, maintain, and operate mass transportation systems, which power shall be vested either individually in the board of county commissioners or jointly with other political subdivisions or governmental entities formed pursuant to the provisions of part 2 of Article 1 of Title 29, C.R.S.; and,

WHEREAS, on December 17, 1996, the San Miguel County Board of Commissioners (“BOCC”), adopted on second reading Ordinance No. 96-3, “An Ordinance of the Board of County Commissioners of San Miguel County, Colorado, ordaining a process for entering into Intergovernmental Agreements between the Town of Telluride and San Miguel County to provide Transportation Services”, pursuant to which the BOCC and the Telluride Town Council have entered into Intergovernmental Agreements on an annual basis for the Town’s provision of public bus service within areas of the County located outside the Town of Telluride, which Ordinance and the implementing intergovernmental agreements would continue to remain in full force and effect following the adoption of this ordinance; and,

WHEREAS, Section 30-11-101(1)(f), C.R.S., provides that “Counties, by ordinance adopted, administered, and enforced in accordance with part 4 of Article 15 of this Title [30], shall have the authority: To fix, maintain, and revise passenger fees, rates, and charges and terms and conditions for such systems; to prescribe the method of development, maintenance, and operation of such mass transportation systems; and to receive contributions, gifts, or other support from public and private entities to defray the operating costs of such systems”; and,

WHEREAS, the BOCC has applied for and received approval for grant assistance funding from the Colorado Department of Transportation (“CDOT”), which funds include monies that CDOT has received from the United States Department of Transportation, Federal Transit Administration, to assist in defraying the costs associated with contracting with the Town of Telluride to provide public bus service within areas of the County located outside the Town, as well as to fund various other County public transportation programs that provide services to persons working, visiting, and/or residing within the County, which programs and services are intended to reduce the number of vehicles using the public roads and highways in the County, both within and outside the Telluride region, and thereby promote the public’s health, safety, and welfare, by improving air quality and reducing traffic congestion; and,

WHEREAS, this San Miguel County Ordinance #2015-1 was published in full in the Norwood Post, an official publication of record in San Miguel County, along with Notice of the date, time, and place of a public hearing whereby all interested persons were invited to attend and give testimony or submit written statements for the Board of Commissioners consideration, on January 28, 2015; more than ten days prior to the adoption of this Ordinance on second reading.

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

Section 1: AUTHORIZATION TO DEVELOP, MAINTAIN, AND OPERATE PUBLIC MASS TRANSPORTATION SYSTEMS

The BOCC does hereby approve and authorize the development, maintenance, and operation of public mass transportation systems and programs that provide transportation services to persons working, visiting, and/or residing within the County, to be provided either directly through the County or jointly through intergovernmental agreements with other political subdivisions or governmental entities formed in accordance with part 2, Article 1, Title 29, C.R.S., including the BOCC's authority, subject to prior notice and hearing, to fix, maintain, and revise passenger fees, rates, and charges and terms and conditions for such public mass transportation systems and programs as the BOCC may in future specifically authorize by written resolution, and to prescribe the method of development, maintenance, and operation of such public mass transportation systems and programs; and to receive contributions, gifts, or other support from public and private entities to defray the operating costs of such systems.

Section 2: ORDINANCE NO. 96-3 ORDAINING A PROCESS FOR THE SAN MIGUEL COUNTY, COLORADO, BOARD OF COUNTY COMMISSIONERS TO ENTER INTO INTERGOVERNMENTAL AGREEMENTS WITH THE TOWN OF TELLURIDE TO PROVIDE TRANSPORTATION SERVICES TO REMAIN IN FULL FORCE AND EFFECT

The provisions set forth in this Ordinance are intended to be in addition to the provisions set forth in Ordinance No. 96-3, which Ordinance's provisions are not repealed and/or superseded by the provisions of this Ordinance and which shall remain in full force and effect.

Section 3: ORDINANCE EFFECTIVE THIRTY-ONE DAYS FOLLOWING PUBLICATION OF THE NOTICE OF ADOPTION

Pursuant to §30-15-405, C.R.S., the provisions of this Ordinance shall become effective on the thirty-first day following the publication of its notice of adoption in the Norwood Post.

**INTRODUCED, READ, ADOPTED ON FIRST READING, AND ORDERED
PUBLISHED AS ADOPTED, AT A DULY NOTICED REGULAR MEETING OF THE
BOARD OF COUNTY COMMISSIONERS OF SAN MIGUEL COUNTY, COLORADO,**
at Telluride, Colorado, on January 21, 2015.

**SAN MIGUEL COUNTY, COLORADO
BOARD OF COUNTY COMMISSIONERS**

Joan May, Chair

Vote:

Joan May	Aye	Nay	Abstain	Absent
Elaine R.C. Fischer	Aye	Nay	Abstain	Absent
Art Goodtimes	Aye	Nay	Abstain	Absent

ATTEST:

John Huebner, Chief Deputy Clerk

ADOPTED ON SECOND AND FINAL READING, at Norwood, Colorado, on February 25, 2015.

**SAN MIGUEL COUNTY, COLORADO
BOARD OF COUNTY COMMISSIONERS**

Joan May, Chair

Vote:

Joan May	Aye	Nay	Abstain	Absent
Elaine R.C. Fischer	Aye	Nay	Abstain	Absent
Art Goodtimes	Aye	Nay	Abstain	Absent

ATTEST:

John Huebner, Chief Deputy Clerk

Subject: Letter to Consider for Feb. 25 BOCC Meeting

From: Leigh Robertson (leigh@sheepmountainalliance.org)

To: joanm@sanmiguelcounty.org; commish3@sanmiguelcounty.org; elainef@sanmiguelcounty.org;

Cc: johnh@sanmiguelcounty.org;

Date: Thursday, February 19, 2015 8:57 AM

Dear Joan, Art, and Elaine,

As you may know, there is currently a bill (SB15-039) in the Colorado State Senate that proposes CONCURRENT JURISDICTION OVER CERTAIN FEDERAL LANDS by the State of CO (attached). This is just one of several bills expected this year where the State will try to take over federal lands in CO.

SMA is working with Conservation Colorado and other groups to nip this in the bud. We'd appreciate it if you would consider sending a letter, like the one attached, to our State Senators and Representatives.

According to Conservation Colorado, the earlier we get this started, the better, because: SB 39 isn't out of committee yet, and if we start pushing back against it now (before it moves for a vote) we don't have to take the chance of moderate republicans voting yes because of pressure from their party. The sooner we nip this in the bud, the better off our legislators and public sentiment will be. If we wait till this bill starts moving to express our opposition, we'll have to expend much more energy much more quickly than if we get out in front of it and frame the issue.

Thanks for your consideration. Please let me know if you'd like me to attend the Feb. 25 BOCC meeting to speak about this.

Sincerely,

Leigh Robertson
Executive Director
Sheep Mountain Alliance
PO Box 389
Telluride, CO 81435
970.728.3729
www.sheepmountainalliance.org

----- Forwarded message -----

From: **Michal Rosenoer** <michal@conservationco.org>
Date: Wed, Feb 18, 2015 at 4:24 PM
Subject: FINAL: Letter for Elected Officials
To: Leigh Robertson <leigh@sheepmountainalliance.org>

Attached is the final version - thanks for your help and work on this, Leigh!

Sb15-039 sb39

First Regular Session
Seventieth General Assembly
STATE OF COLORADO

INTRODUCED

LLS NO. 15-0437.01 Bob Lackner x4350 SENATE BILL 15-039

Senate Committees House Committees

State, Veterans, & Military Affairs

A BILL FOR AN ACT

101 CONCERNING THE RETENTION BY THE STATE OF COLORADO OF
102 CONCURRENT JURISDICTION OVER CERTAIN FEDERAL LANDS,
103 AND, IN CONNECTION THEREWITH, THE RETENTION BY THE
104 STATE OF CONCURRENT JURISDICTION OVER LAND OWNED AND
105 OPERATED WITHIN THE STATE BY THE UNITED STATES FOREST
106 SERVICE AND THE UNITED STATES BUREAU OF LAND
107 MANAGEMENT.

Bill Summary

(Note: This summary applies to this bill as introduced and does
Not reflect any amendments that may be subsequently adopted. If this bill
Passes third reading in the house of introduction, a bill summary that
Applies to the reengrossed version of this bill will be available at
[Http://www.leg.state.co.us/bills/summaries.](http://www.leg.state.co.us/bills/summaries))

SENATE SPONSORSHIP

Lambert, Cadman

HOUSE SPONSORSHIP

Humphrey,

Shading denotes HOUSE amendment. Double underlining denotes SENATE amendment.

Capital letters indicate new material to be added to existing statute.

Dashes through the words indicate deletions from existing statute. Currently, the federal government holds exclusive legislative

Jurisdiction over land within the state owned and operated by the United States forest service (USFS) and the United States bureau of land Management (BLM). This means the federal government possesses all of The authority of the state to legislate and to exercise executive and judicial Powers in connection with a particular land area, and the state has not Reserved to itself a general right to exercise any of its authority

Concurrently with the United States. Concurrent legislative jurisdiction is

A term that is applied to circumstances where a particular state reserves To itself the right to exercise, concurrently with the United States Government, all of the same authority possessed by the United States Government with respect to a particular area.

Under the bill, the state retains a concurrent legislative jurisdiction With the United States under the laws of the state in and over all USFS Lands and BLM lands within the state:

! So that the state retains jurisdiction over civil and criminal

Processes with respect to such lands;

! To tax persons and corporations and their property and

Transactions on such lands so acquired; and

! To exercise such additional powers and legislative

Authority as will further protect the life, health, and safety

Of the residents of the state in accordance with the state's Police power subject to any limitations arising from federal Law.

1 Be it enacted by the General Assembly of the State of Colorado:

2 SECTION 1. In Colorado Revised Statutes, add 3-3-105 as follows:

3 3-3-105. United States forest service - bureau of land

4 management - concurrent jurisdiction - legislative jurisdiction -

5 legislative declaration - definitions. (1) (a) THE GENERAL ASSEMBLY

6 HEREBY FINDS, DETERMINES, AND DECLARES THAT:

7 (I) THE UNITED STATES SUPREME COURT HAS CONSISTENTLY

8 REAFFIRMED THE LEGAL STATUS OF THE FIFTY STATES AS "SEPARATE AND

9 INDEPENDENT SOVEREIGNS";

10 (II) **THE GENERAL POWER OF GOVERNING, POSSESSED BY THE**

11 **STATES BUT NOT BY THE FEDERAL GOVERNMENT, IS THE POLICE POWER.**

12 BECAUSE THE POLICE POWER IS CONTROLLED BY FIFTY DIFFERENT STATES

13 INSTEAD OF ONE NATIONAL SOVEREIGN, THE COMPONENTS OF GOVERNING

14 THAT TOUCH ON THE DAILY LIVES OF THE CITIZENRY ARE NORMALLY

15 ADMINISTERED BY SMALLER UNITS OF GOVERNMENT CLOSER TO THE

16 GOVERNED, THEREBY ENSURING THAT THE POWERS DIRECTLY AFFECTING

17 THE LIFE, LIBERTY, AND PROPERTY OF THE PEOPLE ARE HELD BY

18 GOVERNMENTS MORE LOCAL AND ACCOUNTABLE THAN A DISTANT

19 BUREAUCRACY.

20 (III) ARTICLE 1, SECTION 8, CLAUSE 17 OF THE UNITED STATES

21 CONSTITUTION GIVES THE FEDERAL GOVERNMENT THE POWER TO

22 "EXERCISE EXCLUSIVE LEGISLATION IN ALL CASES WHATSOEVER OVER

23 SUCH DISTRICT . . . AS MAY BY CESSION OF PARTICULAR STATES, AND THE

24 ACCEPTANCE OF CONGRESS, BECOME THE SEAT OF THE GOVERNMENT OF

25 THE UNITED STATES, AND TO EXERCISE LIKE AUTHORITY OVER ALL PLACES

26 PURCHASED, BY THE CONSENT OF THE LEGISLATURE OF THE STATE IN

27 WHICH THE SAME SHALL BE, FOR THE ERECTION OF FORTS, MAGAZINES,

28 ARSENALS, DOCKYARDS AND OTHER NEEDFUL BUILDINGS";

29 (IV) THE DOMAIN OF EXCLUSIVE JURISDICTION BY THE FEDERAL

30 GOVERNMENT IS LIMITED TO THE DISTRICT OF COLUMBIA AND OTHER

31 PLACES PURCHASED BY THE CONSENT OF THE STATE LEGISLATURES FOR

32 THE ERECTION OF FORTS, MAGAZINES, DOCKYARDS, AND OTHER NEEDFUL

33 BUILDINGS INCIDENTAL TO THE POWERS EXPRESSLY GRANTED WITHIN THE

34 CONSTITUTION;

35 (V) THE TERM "OTHER NEEDFUL BUILDINGS" DOES NOT INCLUDE

36 VAST ACRES OF UNDEVELOPED LAND WITHIN THE EXTERIOR BOUNDARIES

37 OF THE STATES;

38 -3- SB15-0391 (VI) IN PRIOR DECISIONS, THE UNITED STATES SUPREME COURT

39 HAS HELD THAT THE POWER OF THE UNITED STATES TO PROTECT ITS OWN

40 PROPERTY BY ITS OWN LEGISLATION DOES NOT IMPLY A GENERAL POLICE

41 POWER OVER THE VACANT LANDS WITHIN THE STATE;

42 (VII) DURING THE EISENHOWER ADMINISTRATION, THE UNITED

43 STATES GOVERNMENT ISSUED A REPORT ON JURISDICTION OVER FEDERAL

44 AREAS WITHIN THE STATES THAT STATED IN RELEVANT PART THAT

45 "UNLESS THERE HAS BEEN A TRANSFER OF JURISDICTION PURSUANT TO

46 CLAUSE 17 BY A FEDERAL ACQUISITION OF LAND WITH STATE CONSENT, OR

47 BY CESSION FROM THE STATE TO THE FEDERAL GOVERNMENT, OR UNLESS

11 THE FEDERAL GOVERNMENT HAS RESERVED JURISDICTION UPON THE
12 ADMISSION OF THE STATE, THE FEDERAL GOVERNMENT POSSESSES NO
13 LEGISLATIVE JURISDICTION OVER ANY AREA WITHIN A STATE, SUCH
14 JURISDICTION BEING FOR EXERCISE ENTIRELY BY THE STATE, SUBJECT TO
15 NON-INTERFERENCE BY THE STATE WITH FEDERAL FUNCTIONS . . . THE
16 CONSENT REQUIREMENT OF . . . CLAUSE 17 WAS INTENDED BY THE
17 FRAMERS OF THE CONSTITUTION TO PRESERVE THE STATES'
18 JURISDICTIONAL INTEGRITY AGAINST FEDERAL ENCROACHMENT. . . THE
19 FEDERAL GOVERNMENT CANNOT, BY UNILATERAL ACTION ON ITS PART,
20 ACQUIRE LEGISLATIVE JURISDICTION OVER ANY AREA WITHIN THE
21 EXTERIOR BOUNDARIES OF A STATE."

22 (VIII) THE MANAGEMENT OF FOREST WILDFIRES, WILDFIRE
23 MITIGATION EFFORTS, AND THE INVESTIGATION AND PROSECUTION OF
24 CRIMINAL ACTS SUCH AS ARSON AND ILLEGAL DRUG PRODUCTION REQUIRE
25 A CONCURRENT APPROACH AMONG FEDERAL, STATE, AND LOCAL
26 GOVERNMENTS;

27 (IX) THE UNITED STATES DEPARTMENT OF AGRICULTURE
-4- SB15-0391 THROUGH THE UNITED STATES FOREST SERVICE HAS BEEN REMISS IN
2 WORKING WITH STATE AND LOCAL GOVERNMENTS TO EFFECTIVELY PLAN,
3 MANAGE, AND COORDINATE BOTH ROUTINE AND EMERGENCY RESPONSES
4 TO THE SEVERE AND GROWING WILDFIRE THREAT TO COLORADO FROM
5 LAND THAT IS CURRENTLY UNDER EXCLUSIVE FEDERAL JURISDICTION; AND

6 (X) THE ABILITY OF COLORADO COUNTIES AND THE STATE TO
7 RESPOND TO WILDFIRES THAT START ON LAND OWNED AND OPERATED BY
8 THE UNITED STATES GOVERNMENT, AND SPECIFICALLY BY THE UNITED
9 STATES FOREST SERVICE AND THE BUREAU OF LAND MANAGEMENT, HAS
10 BEEN RESTRICTED BY THE FEDERAL GOVERNMENT, RESULTING IN CLEAR
11 AND IMMINENT DANGERS TO THE LIFE, HEALTH, AND SAFETY OF RESIDENTS
12 OF THE STATE, BOTH WITHIN FEDERAL LANDS AND ON LAND WITHIN THE
13 TERRITORIAL BOUNDARIES OF COUNTIES AND MUNICIPALITIES THAT
14 BORDER FEDERAL LAND.

15 (b) BY ENACTING THIS SECTION, THE STATE OF COLORADO RETAINS
16 FOR ITSELF CONCURRENT JURISDICTION OVER PUBLIC LANDS OWNED AND
17 OPERATED WITHIN THE STATE BY THE UNITED STATES FOREST SERVICE
18 WITHIN THE UNITED STATES DEPARTMENT OF AGRICULTURE AND THE
19 BUREAU OF LAND MANAGEMENT WITHIN THE UNITED STATES
20 DEPARTMENT OF THE INTERIOR. RETENTION BY THE STATE OF
21 CONCURRENT JURISDICTION OVER SUCH LANDS IN ACCORDANCE WITH THE
22 PROVISIONS OF THIS SECTION WILL, AMONG OTHER THINGS, FACILITATE
23 THE PLANNING, MANAGEMENT, AND COORDINATION OF FEDERAL, STATE,
24 AND LOCAL RESPONSE TO WILDFIRE THREATS AND EMERGENCIES, THEREBY
25 REDUCING THE CLEAR AND IMMINENT DANGERS SUCH WILDFIRES POSE TO
26 LIFE AND PUBLIC HEALTH AND SAFETY OF THE RESIDENTS OF THE STATE.

27 (2) AS USED IN THIS SECTION:

-5- SB15-0391 (a) "BLM LANDS" MEANS LANDS WITHIN THE STATE THAT ARE
2 OWNED AND OPERATED BY THE BUREAU OF LAND MANAGEMENT WITHIN
3 THE UNITED STATES DEPARTMENT OF THE INTERIOR AS OF JULY 1, 2015,
4 AND ALL SUCH LANDS THEREAFTER ACQUIRED.

5 (b) "USFS LANDS" MEANS LANDS WITHIN THE STATE THAT ARE
6 OWNED AND OPERATED BY THE UNITED STATES FOREST SERVICE AS OF
7 JULY 1, 2015, AND ALL SUCH LANDS THEREAFTER ACQUIRED.

Comment [LR1]: Is this true?

8 (3) THE STATE OF COLORADO HEREBY RETAINS CONCURRENT
9 LEGISLATIVE JURISDICTION WITH THE UNITED STATES UNDER THE LAWS
10 OF THE STATE IN AND OVER ALL USFS LANDS AND BLM LANDS:
11 (a) SO THAT CIVIL PROCESSES IN ALL CASES, AND SUCH CRIMINAL
12 PROCESSES AS MAY ISSUE UNDER THE AUTHORITY OF THIS STATE AGAINST
13 ANY PERSON CHARGED WITH THE COMMISSION OF ANY CRIME WITHOUT OR
14 WITHIN SUCH JURISDICTION, MAY BE EXECUTED ON SUCH PERSON AS IF
15 THIS CONSENT HAD NOT BEEN GRANTED;
16 (b) TO TAX PERSONS AND CORPORATIONS AND THEIR PROPERTY
17 AND TRANSACTIONS ON SUCH LANDS SO ACQUIRED; AND
18 (c) TO EXERCISE SUCH ADDITIONAL POWERS AND LEGISLATIVE
19 AUTHORITY AS WILL FURTHER PROTECT THE LIFE, HEALTH, AND SAFETY OF
20 THE RESIDENTS OF THE STATE IN ACCORDANCE WITH THE POLICE POWER
21 OF THE STATE SUBJECT TO ANY LIMITATIONS ARISING FROM FEDERAL LAW.
22 SECTION 2. Effective date. This act takes effect July 1, 2015.
23 SECTION 3. Safety clause. The general assembly hereby finds,
24 determines, and declares that this act is necessary for the immediate
25 preservation of the public peace, health, and safety.

Feb xx, 2015

Dear CO State Senators and Representatives,

As an elected official in Colorado, I am writing to **affirm my support for Colorado's 24 million acres of national public lands** and the wide-ranging benefits they provide to our state. I urge state lawmakers and members of our congressional delegation to not support legislation that would undermine Coloradans' access to our national public lands, including transferring them into state control or auctioning them off to the highest bidder. These efforts are not in the public's interest.

Colorado's national public lands, largely managed by the US Forest Service and the Bureau of Land Management, are an irreplaceable asset to our state. They **provide the backbone of our \$13 billion outdoor recreation economy and are paramount to the livelihoods of ranchers, businesses, and outfitters**. Additionally, our national public lands are critical to our unique and cherished way of life here in Colorado - they **provide access to hunting, fishing and recreation opportunities, support our world-class wildlife, and protect our waterways**. Transferring our national public lands to state control would damage these economic and access opportunities, causing irreparable harm to our constituents and state.

If the State of Colorado was forced to manage these lands, **it would cost us upwards of \$300 million annually**, and a single wildfire would add tens of millions of dollars to the bill. These expenses are too much to ask Coloradans alone to pay - the cost of managing our national public lands should be shared by all Americans. Additionally, national public lands are managed for multiple uses and are generally open to the public, whereas state trust lands have no such mandate. Rather, the state exclusively manages land to maximize revenue and as a result, **80% of Colorado's state land is currently closed to the public**. Allowing our national public lands to go the same way would have dire consequences for our constituents' quality of life and our local economies.

For these reasons, among others, **70% of voters in Colorado - along with the editorial boards of the Grand Junction Sentinel, Durango Herald, and Denver Post - oppose selling or transferring away national public lands**. Public land transfer efforts run counter to the wishes and best interests of Coloradans and our pragmatic, collaborative tradition of solving problems and managing our natural resources. Please represent Coloradans by standing up for our national public lands and not supporting efforts to seize them.

Sincerely,

XX

Memorandum

To: San Miguel County Board of County Commissioners

From: Nina Kothe – BOCC Administrative Assistant

Date: 2/17/2015

Re: Appointment to the Norwood Lone Cone Public Library Board of Trustees

The Norwood Lone Cone Public Library Board of Trustees currently has one open seat with a term that ended on December 31, 2014. The opening has been duly advertised in the legal paper of record for San Miguel County, the Norwood Post.

Attached please find a letter from Monet Ragsdale expressing interest in this appointment which would be for the five year term to expire 12/31/19. Please consider this appointment and if favorable make the following motion:

Move to appoint Monet Ragsdale to the Norwood Lone Cone Public Library Board to fulfill a five year term ending on 12/31/19.

Monet Ragsdale
PO Box 5
Norwood, CO 81423
monetragsdale@gmail.com

February 8, 2015

Nina Kothe
San Miguel County

Via email: ninak@sanmiguelcounty.org

12/31/19

RE: Lone Cone Library District Board

Nina-

I am writing to express my interest in serving on the Lone Cone Library District Board. I am an advocate of libraries in general and an avid user of the Norwood Library. Serving on the Board during this time as the Library District is beginning the process of designing and building a new facility would be especially rewarding for me.

My professional background is in city planning, construction, and commercial real estate development and I believe this experience will be valuable to the Board. My current position is in real estate development and I travel the western US delivering new grocery stores for a particular client. This work entails directing the entire process of development from due diligence and design to entitlement and construction.

My personal background includes a belief in community service and I have served on more than half a dozen boards including a county recreation district, a city economic development commission, a school district advisory committee, and more. My current interests lie with youth and education and I serve on the boards of the Norwood Youth Organization and the Wright Stuff Community Foundation. I am also a member of the Norwood Friends of the Library.

I have lived in Norwood with my family for the past 12 years. My husband works in the service industry in Telluride, and we have 2 teenagers – Charlie and Stephanie- that attend the Norwood High School.

Please feel free to contact me at monetragsdale@gmail.com or 970 497 0066 if you have any questions for me. I look forward to hearing from you.

Sincerely,

Monet

**SAN MIGUEL COUNTY, COLORADO
BOARD OF COUNTY COMMISSIONERS
2015 PUBLIC MEETING SCHEDULE**

COMMISSIONER MEETINGS ARE HELD AT 333 West Colorado Avenue, Second Floor, Miramonte Building, Telluride –OR– 1120 Summit Street, Glockson Building, Norwood

JANUARY

7 th Telluride
21st Telluride

FEBRUARY

4 th Telluride
25 th Norwood

MARCH

4 th Telluride
25 th Telluride

APRIL

1 st Telluride
22 nd Norwood

MAY

6 th Telluride
20 th Telluride

JUNE

9 th Telluride
17 th Telluride
24 th Norwood

JULY

7 th Telluride
15 th Telluride
22 nd Norwood

AUGUST

5 th Telluride
19 th Telluride

SEPTEMBER

2 nd Telluride
16 th Telluride
30 th Norwood

OCTOBER

7 th Telluride
21 st Telluride
28 th Norwood

NOVEMBER

4 th Telluride
18 th Telluride

DECEMBER

8 th Telluride
16 th Telluride

NOTE: Meetings are scheduled to begin at 9:30 a.m. unless otherwise noted. Meeting dates and locations are subject to change when circumstances warrant. Changes to the meeting schedule will be officially posted at the **designated posting places** for BOCC notices located at front entrance kiosk at the San Miguel County Courthouse, Telluride, CO, and front entrance to the County Offices, located in the Miramonte Building Second Floor, 333 West Colorado Avenue, Telluride CO., and entrance hall in the County Offices, located in the Glockson Building, 1120 Summit Street, Norwood CO., and on the **County website** at www.sanmiguelcounty.org

Adopted: 12/9/14