

# SAN MIGUEL COUNTY

## BOARD OF COMMISSIONERS

ELAINE FISCHER

ART GOODTIMES

JOAN MAY

### REGULAR MEETING AGENDA

TUESDAY, JUNE 9, 2015

Second Floor, Miramonte Building, 333 W Colorado Ave  
Telluride, Colorado

#### 9:30 am

1. Call to order.
2. Review of Agenda.
3. Calendar Review.
4. CONSENT AGENDA:
  - a. Authorization of May 2015 Payroll and Vendor Payments.
  - b. Acceptance of May 2015 Road Report.
  - c. Acceptance of May 21, 2015 Telluride Regional Airport Monthly Report.
  - d. Approval to authorize the Road and Bridge Department to purchase a 2015 John Deere 310L Backhoe from Honnen Equipment Company at a cost of \$87,109 with capital funds appropriated in the Road and Bridge Fund subject to approval by the County Attorney of any appropriate purchase agreements.
  - e. Approval to authorize the Road and Bridge Department to purchase a roller/compactor attachment for a 772D Motor Grader housed in the Norwood District from Power Equipment Company at a cost of \$19,363 with capital funds appropriated in the Road and Bridge Fund subject to approval by the County Attorney of any appropriate document agreements.
  - f. Approval of Chair's signature on Interagency Agreement with West Central Public Health Partnership counties and Colorado Department of Public Health & Environment (CDPHE) for the Worksite Wellness Project by San Miguel County Department of Health and Environment in an amount not to exceed \$25,310 each grant year.
  - g. Approval of Chair's signature on Purchase Order Statement of Work with Colorado Office of Emergency Preparedness and Response for activities to enhance Colorado's ability to prevent, prepare for, respond and recover from Ebola Virus Disease in the amount of \$20,000 by San Miguel County Department of Health and Environment.
  - h. Approval of Amendment for Task Orders #1, Contract Routing #16 FAA 79740 with Colorado Department of Public Health & Environment in the amount of \$16,987 for the provision of emergency preparedness activities by the County Department of Health and Environment.
  - i. Approval of Amendment for Task Orders #3, Contract Routing #16 FAA 78548 with Colorado Department of Public Health & Environment in the amount of \$49,918 for the provision of public health services by the County Department of Health and Environment.
  - j. Approval to authorize the replacement of the Sheriff's Office Building Rooftop HVAC by Keenan's Plumbing and Heating in the amount of \$12,290 subject to approval by the County Attorney of any appropriate document agreements.
  - k. Ratification of Chair's signature on the 2015 Emergency Fire Fund Agreement with the Colorado Division of Fire Prevention and Control.
  - l. Ratification of Chair's signature on letter to US Department of Transportation in support of Ouray County TIGER VII grant application for improvements to its County Road 1.
  - m. Ratification of Approval to designate John Huebner as an additional Alternate Representative to the County Health Pool in 2015.
  - n. Other.

#### 9:40 am

5. ADMINISTRATIVE MATTERS: (30min)
  - a. Consideration of letter to US Senators Bennet and Gardner and US Representative Tipton in support of legislation to clean up abandoned hardrock mines in San Juan Mountains / MOTION / Joan May (5min)

- b. Update with (CSU) County Extension Agent and CSU Western Region Extension Director / *Yvette Henson, CJ Mucklow* (25min)

**10:10 am**

- 6. **PLANNING MATTERS:** (25min)
  - a. Discussion regarding the Bridal Veil Powerhouse and Penstock, the Lewis Lake Penstock Replacement project and Federal pre-emption of a project within a FERC license boundary / *Mike Rozycki*
  - b. Other, as needed

**10:35 am**

- 7. **ADMINISTRATIVE MATTERS:** (Continued) (45min)
  - a. Public Lands / Presentation of BLM Resource Management Plan rollout with BLM Tres Rios Field Office Manager / *Connie Clementson*
  - b. Other, as needed

**11:20 am**

- 8. **COMMISSIONER AND PUBLIC DISCUSSION:** (25min)
  - a. Public Discussion. (5min)
  - b. Update on Outside Meetings. (15min)
    - 1. Elaine Fischer- SnefelsEB / EcoAction
    - 2. Art Goodtimes – PLP / SWCD?
    - 3. Joan May – Airport / COFlights / BLMSageGr / CCI
  - c. Website postings and press releases.
  - d. General Discussion. (5min)
    - 1. Consideration of canceling July 7, 2015 BOCC meeting.

**11:45 pm**

- 9. **ATTORNEY MATTERS:** (Any of these items may involve an Executive Session)(15min)
  - a. Consideration of county comments regarding BLM preliminary draft EA for the proposed Tri-State Nucla-Montrose-Cahone 230kv transmission line improvements, Citation (4)(b) / MOTION / *Steve Zwick*
  - b. Update on litigation.
  - c. 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](http://www.sanmiguelcounty.org) no later than 5:00 pm on the Friday prior to the meeting.**

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FOR CONSENT AGENDA JUNE 9TH, 2015

APPROVAL OF MAY PAYROLLS &  
MAY 2015 VENDOR PAYMENTS

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

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<b>FUND</b>	<b>PAYROLL</b>	<b>SPECIAL REQUEST VENDOR</b>
GENERAL FUND - 101	\$500,557.35	\$245,268.04
ROAD & BRIDGE FUND - 102	\$117,866.72	\$256,292.73
SOCIAL SERVICES FUND - 103	\$27,630.80	\$0.00
SALES TAX CAPITAL FUND - 104	\$0.00	\$157,427.27
CAPITAL EXPENDITURES - 106	\$0.00	\$22,156.53
RETIREMENT FUND -107	\$26,422.38	\$0.00
PARKS/OPEN SPACE - 108	\$31,552.78	\$345,100.60
CONSERVATION TRUST FUND - 109	\$0.00	\$0.00
LODGING TAX - 110	\$0.00	\$158,714.70
VEGETATION MANAGEMENT - 111	\$0.00	\$26,664.09
PUBLIC HEALTH & ENVIRONMNT - 115	\$34,752.56	\$6,684.05
ENERGY FUND - 116	\$0.00	\$0.00
HOUSING AUTHORITY - 224	\$0.00	\$0.00
DISPOSAL DISTRICT - 226	\$0.00	\$5,101.25
<b>TOTALS</b>	<b>\$738,782.59</b>	<b>\$1,223,409.26</b>

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San Miguel County  
Road & Bridge Department  
PO Box 426  
Norwood CO 81423  
PH: 970.327.4835 Fax: 970.327.4090  
Email: mikeh@sanmiguelcountyco.gov

### May 2015 Road Report

The east end crew has been grading roads and applying dust retardant most of this month. We have chosen a one mile section of Ophir Road to test a new product that will further reduce the amount of chloride applied to the road. The product is a Synthetic Lignosulfonate Replacement (SLR) that, when combined with the previously used Durablend, will further reduce chloride. The test section is a continuation of straight Durablend so we should have an accurate comparison throughout the summer.

West end crews have been hauling gravel to CR 6H and CR 31U and preparing the Klondike and Norwood Gravel Pits for the crushing contractor.

All Road & Bridge employees attended the Class & Compensation orientation meeting.

The District Supervisors and I met to review the backhoe bids and to recommend the purchase of the John Deere machine. We also discussed the equipment maintenance budget which is currently over the four-month guideline.

Due to the cool wet spring, we made the decision to delay the start of opening Ophir Pass by one week. Once the crew reaches the avalanche zone we'll evaluate the hazard before proceeding.

Road & Bridge advertised for equipment operators to fill the two approved positions however only one qualified operator was selected. I plan to advertise again for the second operator soon.

I met with Open Space staff at the old Ilium/Sunshine railroad bridge to determine if the bridge could be removed and repaired. Work on the abutments will also be necessary.

Steve and I spent time searching for alternate access into Summit Canyon if CR S7 is not open to public travel. We are quite confident that there is no other access (without climbing gear) into Summit Canyon. It's my understanding that Dufficy/Heizer will soon be served notice of the County's demand to remove the lock and barricade from CR S7.

Road & Bridge recently hired Chris Maschino to further research the mining history of Summit Canyon per Earl Rhodes' request. We had appropriated \$2000 for research in our 2015 budget.

The USFS once again issued a permit to the Wild Bunch 4x4 group to travel Black Bear Pass in the opposite direction. We have issued a Road & Bridge Permit and requested that all traffic leave the Valley View Lot by 7:00 A.M. and clear the summit by 10:00 A.M. There have been no conflicts in the past.

Prior to treatment of the Lawson Hill Parking Lot with dust retardant this year, it seemed more difficult to get the long-term vehicles and trailers moved. It would seem beneficial to enforce the "No Overnight Parking" restriction.

You may already know the recent lightning storm caused substantial damage to the phones, internet and computers in the Glocksion Building.

Please let me know if you have questions.

# **TELLURIDE REGIONAL AIRPORT**

## **MONTHLY REPORT**

**FOR**

**MAY 21, 2015**

**Jon Dwight, Chairman**

**Ann Brady, Vice Chairperson**

**Richard W. Nuttall, Airport Manager**

**TELLURIDE REGIONAL AIRPORT  
BOARD MEETING – MAY 21, 2015  
12:00 PM, TERMINAL BUILDING**

**MEETING AGENDA**

- 1) 12:00 PM CALL TO ORDER
- 2) 12:05 PM
  - A. APPROVAL OF MINUTES: MARCH 2015
  - B. FINANCIAL REPORT:
    1. Approval of Accounts Payable
  - C. CHAIRMANS COMMENTS
  - 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 – CAT C Approach and Projects
  - B. Proposed Airport Operations Plan Presentation
  - C. Approval of Extension of State Grant
  - D. Approval of Telluride Stone Lease
  - E. Approval of Grant Application & Scope of Work for AIP-33 & 34
  - F. Approval of Grant Management & Oversight Policy as required by the FAA.
- 4) 2:15 PM ANNOUCEMENTS & PUBLIC DISCUSSION
- 5) 2:30 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.**

# AIRPORT MANAGER'S REPORT For May 2015

## Public Announcements

### Grant Updates

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

- AIP-29: The drainage improvement project is complete. The final engineer's report has been sent to the FAA.
- AIP-31: The Wildlife Hazard Assessment is completed. FAA has approved the assessment. A Wildlife plan has been completed and sent to the FAA for approval.
- AIP-32: The runup and deice project has begun.
- State Grant: RS&H has completed the aerial survey and the inventory of existing conditions and the aviation demand forecast.

### Items for Discussion

#### **Category "C" Instrument Approach Update**

Lean Photometrics has established contact with the FAA regarding the Category C approach. The FAA person who will be working on the design has agreed to meet with Lean representatives in June. Based on that meeting, we will have an update for the June 18<sup>th</sup> board meeting.

#### **Airport Operations Plan**

Airport Manager will present to the board an airport operations plan that will encompass customer service and facility upgrades. Facility upgrades will include terminal and apron that are scheduled for the next two years.

#### **Airport Manager will request approval for the following items;**

1. State grant extension to complete the runup/deice pad.
2. Renew Telluride Stone lease.
3. Approve grant application and scope of work for AIP-33& 34. This project will complete the Runway/Safety area improvements, which will include Taxiway A-3 and reconstruction of the entire south apron to meet grade requirements and replace the old pavement.
4. The FAA now requires that airports have a written Grant Management & Oversight Policy. John Steel has drafted this policy based on FAA requirements.

# MINUTES

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## TELLURIDE REGIONAL AIRPORT AUTHORITY BOARD MEETING

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March 19, 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, Gary Bash, Stu Fraser, Lynne Beck. Board Alternates Michael Martelon, Mark Silversher.

Also present: Rich Nuttall (Airport Manager), Linda Soucie (Administrative Assistant), John Steel (Attorney), Paul Hannah (Lean Photometrics), Alec Seabold (LP).

Absent: Board Members Joan May, Matt Skinner, Kevin Jones. Board Alternate Mick Francis.

2. A. Approval of Minutes: February 19, 2015

### Motion

Stu Fraser motioned to approve the minutes of February 19, 2015.

Ann Brady seconded the motion.

Motion passed 8-0.

### B. Financial Report

1. Approval of Accounts Payable

### Motion

Stu Fraser motioned to approve the Accounts Receivable and Payables.

Ann Brady seconded the motion.

Motion passed 8-0.

### C. Chairman's Comments

Jon Dwight had no comments at this time.

### D. Committee Reports

1. Noise Abatement – There were 3 Noise Complaints since the February 19<sup>th</sup> meeting. A G5 (same plane, 2 trips and 2 complaints) and a Citation. All 3 complaints were from Pennington's (TMV). Rich Nuttall was able to speak with the pilots on all 3 complaints.

2. Planning – The Planning Committee met this morning. The Committee will be focusing on customer service and communications. Chuck Horning has offered to send over his CS manager for help with training.

3. Marketing – The new website is in production and is going into development soon. The committee is developing a communications plans for social media, etc. Michael Martelon is trying to get the sign guy on site for a dimensional plan. The building signs are finished with the exception of lighting the one above the tunnel entrance. The tunnel still needs to be addressed.

4. Finance – nothing to report.

#### E. Colorado Flight Alliance Report

Michael Martelon reported that the summer flights for MTJ have been loaded.

### 3. Airport Manager's Comments

#### A. Announcements and Updates

Rich Nuttall reported on 2 lease renewals. Peak Aero Group's lease expires 3/31/15. There were no changes to the lease, however, they have been asked to remove stored items in the electrical room for fire code standards. John Steel is reviewing the lease renewal with Telluride Stone. They have mined 1 acre out of the 10 and the new lease will be for ten years.

State Grant update – Rich had a call from the State Aeronautics Board yesterday. Their final meeting is 4/17/15, but the basic message was that there will probably be no money for 2015. This means TRAA will pay the full 10% match (\$700,000) for the de-ice pad project. If they do end up with funds for this year, we are a first priority, as our FAA grant, bids and contract are all in place. The \$700,000 is already in the 2015 budget, as Rich had the warning in December.

The next big project will be the ramp project for 2016. The FAA is still on target for the \$8 million grant if Congress approves the new AIP project. The current AIP program expires in 2015. Once this project is finished, that would complete all airfield improvements. Hopefully, the State will have grant money available for the \$800,000 match. We won't know until October 2015 on those State 2016 grants.

The De-Ice project will be starting in May. The pre-construction meeting will be the end of April.

#### B. Instrument Approach Update

Paul Hannah and Alec Seabold from Lean Photometrics gave their presentation on the new CAT C LOC-DME approach. They had a handout which outlined their progress and proposed several possibilities. The options on Table 1 Would get the CAT C approach the fastest (6-9 months), and the options on Table 2 involved a possible localizer realignment (2-3 years).

There was much discussion on the process and the different options, minimums, airline minimums, the localizer realignment and costs to do so. LP's recommendation is to start with option A-4 and then see if the localizer could be realigned (5 degrees). The cost to realign the localizer would be around \$4-500,000, and would be AIP funded.

There was discussion on strategy and timing of the option requests, and whether or not a phased request to the FAA would be better than asking for 2 different approaches at the same time.

Paul Talmey asked about the possibility of starting the RNP approach at the same time.

Rich Nuttall stated we need the CAT C approach now (Option A-4), we need to pursue one (or more) of the B Options (with the localizer realignment) and we need to begin the RNP approach process. He recommended letting Lean Photometrics move ahead with all 3 plans for the approaches. LP would present the options to the FAA when they see the timing is right.

Jon Dwight summarized that TRAA is interested in moving forward with A-4 and one or more of the B options, the whole package, and have hired LP to make the strategy, politics and timing call, using their best discretion, with the FAA, not to jeopardize A-4.

There was addition discussion on LP's modeling of the Nav-aid, and the FAA modeling and acceptance.

**Motion**

Stu Fraser motioned to approve moving forward with option A-4 approval (for Cat C only) and to authorize Lean Photometrics (with their discretion so as not to jeopardize the A-4 process) to start discussions with the FAA on realigning the localizer along with the RNP-AR approach.

Paul Talmey seconded the motion.

Motion passed 8-0.

There was further discussion on LP using Net Jets for the RNP-AR approach, and maintaining the approach for public (public approach would be done by the FAA) and private use (LP proposes using Net Jets for the private approach).

4. Announcements and Public Comments  
None
5. Adjourn – Jon Dwight adjourned the meeting at 1:55pm.

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Jon Dwight, Chairman

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Richard W. Nuttall, Airport Manager

# **OPERATING FINANCIALS**

**Telluride Regional Airport**  
**A/R Aging Summary**  
As of April 30, 2015

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Alpine Luxury Limo	0.00	0.00	0.00	0.00	2,560.00	2,560.00
AT&T	0.00	-1,100.00	0.00	0.00	0.00	-1,100.00
Budget Rent A Car	0.00	25.00	25.00	25.00	0.00	75.00
Enterprise Leasing Company of Denver	0.00	0.00	2,845.00	0.00	1,928.48	4,773.48
Fastsigns #37601	69.53	0.00	0.00	0.00	0.00	69.53
Flight Concepts						
	710.05	0.00	0.00	0.00	0.00	710.05
<b>Total Flight Concepts</b>	<b>710.05</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>710.05</b>
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	-23.71	-47.42	-23.71	-284.52	-379.36
James, Bill						
	269.47	0.00	0.00	0.00	0.00	269.47
<b>Total James, Bill</b>	<b>269.47</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>269.47</b>
Mattson, Bill						
	0.00	480.70	0.00	0.00	0.00	480.70
<b>Total Mattson, Bill</b>	<b>0.00</b>	<b>480.70</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>480.70</b>
Mountain Limo	0.00	346.40	0.00	0.00	692.80	1,039.20
State of Colorado	624.14	623.91	0.00	0.00	-8,667.67	-7,419.62
Tel-Air						
	8.00	0.00	0.00	0.00	0.00	8.00
<b>Total Tel-Air</b>	<b>8.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>8.00</b>
TRA Phase II Condominium Owners Assoc.	0.00	0.00	0.00	0.00	8,581.77	8,581.77
<b>TOTAL</b>	<b>1,681.19</b>	<b>352.30</b>	<b>2,822.58</b>	<b>1.29</b>	<b>3,276.17</b>	<b>8,133.53</b>

**Telluride Regional Airport**  
**A/P Aging Summary**  
As of April 30, 2015

	Current	1 - 30	31 - 60	> 60	TOTAL
4Knee Ventures, LLC	4,681.29	0.00	0.00	0.00	4,681.29
Airgas Intermountain Inc.	48.70	0.00	0.00	0.00	48.70
Ajax Cleaning	2,695.00	0.00	0.00	0.00	2,695.00
Alarm Company of Telluride	1,531.25	0.00	0.00	0.00	1,531.25
ALSCO	106.36	0.00	0.00	0.00	106.36
Aramark	74.49	0.00	0.00	0.00	74.49
Auto Parts of Montrose	190.77	0.00	0.00	0.00	190.77
Blue Tarp Financial, Inc.	40.59	0.00	0.00	0.00	40.59
blueglobes, inc	268.15	0.00	0.00	0.00	268.15
CenturyLink 29040	1,023.17	54.07	0.00	0.00	1,077.24
CenturyLink 52187	457.86	0.00	0.00	0.00	457.86
Clarks	9.17	0.00	0.00	0.00	9.17
Colorado Distributing M.R.O., Inc.	1,719.97	0.00	0.00	0.00	1,719.97
Dex Media East LLC	120.15	0.00	0.00	0.00	120.15
DISSCO	3,114.41	0.00	0.00	0.00	3,114.41
DXP Enterprises, Inc.	2,756.01	0.00	0.00	0.00	2,756.01
Firstview Communications, LLC	287.60	0.00	0.00	0.00	287.60
Galls Incorporated	628.81	0.00	0.00	0.00	628.81
Grand Avenue Parts & Sales	114.36	0.00	0.00	0.00	114.36
Hartman Brothers	37.08	0.00	0.00	0.00	37.08
Home Depot	0.00	293.35	0.00	0.00	293.35
Law Office of John Steel	842.50	0.00	0.00	0.00	842.50
Lone Cone Coffee	78.50	0.00	0.00	0.00	78.50
MacDonald Equipment Co.	0.00	0.00	0.00	-134.03	-134.03
Mesa County Health Dept. Regionl Lab	20.00	0.00	0.00	0.00	20.00
Montrose Water Factory, LLC	518.62	0.00	0.00	0.00	518.62
Mountain High Fire & Safety	187.50	0.00	0.00	0.00	187.50
Parish Oil Company, Inc.	3,604.64	301.69	0.00	0.00	3,906.33
Parkeon Inc.	45.00	0.00	0.00	0.00	45.00
Petty Cash - Linda D. Soucie	124.39	0.00	0.00	0.00	124.39
Pro Heating	275.00	0.00	0.00	0.00	275.00
Quill	557.84	0.00	0.00	0.00	557.84
Rocky Mountain HMO	12,191.89	0.00	0.00	0.00	12,191.89
Rosenbauer Minnesota, LLC	1,800.00	0.00	0.00	0.00	1,800.00
Salt Lake City Dept. of Airports	3,195.00	0.00	0.00	0.00	3,195.00
Sam's Club	637.75	68.06	0.00	0.00	705.81
San Miguel Power Assoc.	3,376.00	0.00	0.00	0.00	3,376.00
Source Gas	2,497.72	0.00	0.00	0.00	2,497.72
Staples Advantage	123.47	0.00	0.00	0.00	123.47
Telluride Gravel	60.33	0.00	0.00	0.00	60.33
Telluride Tire & Auto Service	4,333.04	0.00	0.00	0.00	4,333.04
Timberline Ace Hardware	9.29	0.00	0.00	0.00	9.29
Tom's Electric Motor Service	272.56	0.00	0.00	0.00	272.56
Two-Way Communications, Inc.	125.00	0.00	0.00	0.00	125.00
TWS	440.34	0.00	0.00	-945.86	-505.52
ULINE	135.58	0.00	0.00	0.00	135.58
Verizon Wireless	55.08	0.00	0.00	0.00	55.08
<b>TOTAL</b>	<b>55,412.23</b>	<b>717.17</b>	<b>0.00</b>	<b>-1,079.89</b>	<b>55,049.51</b>

**TELLURIDE REGIONAL AIRPORT  
2015 OPERATING BUDGET  
SUMMARY: JANUARY - APRIL 2015**

	<b>BUDGET 2015</b>	<b>ACTUAL 2015</b>	<b>ACTUAL 2014</b>
Aircraft & Pilot Income	3,726,500	1,425,429	1,869,052
Aircraft & Pilot Cost of Goods Sold	(1,922,550)	(581,700)	(952,456)
Aircraft & Pilot Expenses	(1,056,287)	(363,282)	(443,990)
<b>Net Income (Loss)</b>	<b>747,663</b>	<b>480,447</b>	<b>472,606</b>
Hangar Principal Payments	(75,000)	(27,614)	(201,714)
<b>Net Cash Flows</b>	<b>672,663</b>	<b>452,832</b>	<b>270,892</b>
Terminal Income	111,716	71,956	115,585
Terminal Expenses	(288,373)	(111,344)	(113,671)
<b>Net Income (Loss)</b>	<b>(176,657)</b>	<b>(39,389)</b>	<b>1,914</b>
Airside Income	302,200	146,718	153,896
Airside Expenses	(341,800)	(117,136)	(142,576)
<b>Net Income (Loss)</b>	<b>(39,600)</b>	<b>29,581</b>	<b>11,320</b>
Interest Income	185	25	43
<b>Total Net Cash Flows</b>	<b>456,590</b>	<b>443,050</b>	<b>284,169</b>

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

AIRCRAFT & PILOT INCOME	BUDGET	ACTUAL	ACTUAL	PERCENT
	2015	2015	2014	OF BUDGET
Aircraft Oil	\$ 1,000	\$ 368	\$ 249	37%
AvGas	125,000	38,648	43,630	31%
Catering	7,500	6,897	3,877	92%
Hangar Fees	275,000	131,487	179,217	48%
Jet-A	3,100,000	1,140,572	1,537,604	37%
Jet-A Airlines	-	-	7,014	#DIV/0!
Line Services	65,000	38,017	39,439	58%
Pilot Supplies	18,000	5,613	6,364	31%
Tie-Down Fees	135,000	63,826	51,658	47%
<b>Total Income</b>	<b>3,726,500</b>	<b>1,425,429</b>	<b>1,869,052</b>	<b>38%</b>
<b>AIRCRAFT &amp; PILOT COST OF GOODS SOLD</b>				
Jet-A Fuel	1,805,000	544,390	913,808	30%
100LL Fuel	105,000	26,701	32,245	25%
Oil	800	407	196	51%
De-Ice	2,500	6,711	1,905	268%
Pilot Supplies	250	199	47	79%
Hats & T-Shirts	8,000	3,286	3,996	41%
Unleaded Fuel	1,000	7	259	1%
<b>Total Cost of Goods Sold</b>	<b>1,922,550</b>	<b>581,700</b>	<b>952,456</b>	<b>30%</b>
<b>Gross Profit</b>	<b>1,803,950</b>	<b>843,729</b>	<b>916,596</b>	<b>47%</b>
<b>AIRCRAFT &amp; PILOT EXPENSES</b>				
Aircraft Incidents	-	-	556	#DIV/0!
Pilot Incentive Program	15,000	1,421	4,915	9%
Catering	3,500	1,955	1,817	56%
Pilot Refreshments	5,500	2,235	2,072	41%
Credit Card Fees	90,000	40,571	59,335	45%
Employee Health Insurance	113,606	41,984	43,654	37%
Employee Salaries	462,356	137,248	138,951	30%
Employee Training	3,500	-	-	0%
Equipment Maintenance	40,000	12,849	32,884	32%
Equipment Maintenance Labor	15,000	1,294	1,143	9%
Equipment Rental	1,000	-	-	0%
Fuel Farm Utilities/Insurance	4,000	2,674	2,753	67%
Equipment Fuel & Oil	35,000	9,975	10,857	28%
Hangar Insurance	4,033	5,750	4,033	143%
Hangar Interest	14,000	4,629	6,774	33%
Hangar Maintenance	10,000	1,992	16,216	20%
Hangar Utilities	12,000	8,924	6,602	74%
Liability Insurance	8,511	8,065	8,511	95%
Line Supplies	11,000	5,267	3,075	48%
Pollution Insurance	15,559	-	15,559	0%
Uniforms	8,500	3,213	3,255	38%
Satellite Systems/Runway Camera	4,000	1,521	717	38%
Workman's Compensation	34,000	25,447	26,941	75%
<b>Total Direct Expenses</b>	<b>910,065</b>	<b>317,012</b>	<b>390,620</b>	<b>35%</b>
<b>Net Income Before Allocation of Administrative Costs</b>	<b>893,885</b>	<b>526,717</b>	<b>525,976</b>	<b>59%</b>
<b>Admin &amp; Operations (1/3 of Total)</b>	<b>146,222</b>	<b>46,270</b>	<b>53,370</b>	<b>32%</b>
<b>Net Income</b>	<b>\$ 747,663</b>	<b>\$ 480,447</b>	<b>\$ 472,606</b>	<b>64%</b>
<b>CASH FLOWS</b>				
Net Income	\$ 747,663	\$ 480,447	\$ 472,606	64%
Hangar Principal Payments	\$ 75,000	\$ 27,614	\$ 201,714	
<b>Net Cash Flows</b>	<b>\$ 822,663</b>	<b>\$ 508,061</b>	<b>\$ 674,320</b>	<b>62%</b>

**TELLURIDE REGIONAL AIRPORT  
2015 OPERATING BUDGET  
TERMINAL**

**JANUARY - APRIL 2015**

<b>TERMINAL INCOME</b>	<b>BUDGET 2015</b>	<b>ACTUAL 2015</b>	<b>ACTUAL 2014</b>	<b>PERCENT OF BUDGET</b>
Advertising	\$ 600	\$ 233	\$ 438	39%
Airlines	-	-	37,179	#DIV/0!
Car Rental Agencies	70,000	32,821	39,748	47%
On-Line Services	10,000	8,800	8,800	88%
Copy/Fax	500	91	199	18%
Office Rentals	12,116	5,984	10,118	49%
Parking Lot	5,000	3,326	6,102	67%
Sales Tax Discount	3,000	2,665	1,810	89%
Taxi Service	10,000	18,030	10,960	180%
Vending Machines	500	6	231	1%
Total Income	111,716	71,956	115,585	64%
<b>TERMINAL EXPENSES</b>				
Janitorial Supplies	2,000	518	766	26%
Janitorial Other	32,340	14,161	10,603	44%
Liability Insurance	8,511	8,065	8,511	95%
Maintenance	20,000	5,450	5,365	27%
Maintenance Labor	2,500	-	-	0%
Parking Lot	5,000	180	152	4%
Security	4,000	2,969	2,843	74%
Terminal Insurance	6,800	6,900	6,800	101%
Terminal Utilities	40,000	16,241	15,753	41%
Trash	5,000	1,092	1,391	22%
Vending Machine Expense	1,000	408	334	41%
Water Maintenance	15,000	9,090	7,783	61%
Total Direct Expenses	142,151	65,074	60,301	46%
Net Income Before Allocation of Administrative Costs	(30,435)	6,881	55,284	-23%
Admin & Operations (1/3 of Total)	146,222	46,270	53,370	32%
Net Income	\$ (176,657)	\$ (39,389)	\$ 1,914	22%

**TELLURIDE REGIONAL AIRPORT  
2015 OPERATING BUDGET  
AIRSIDE**

**JANUARY - APRIL 2015**

	BUDGET 2015	ACTUAL 2015	ACTUAL 2014	PERCENT OF BUDGET
<b>AIRSIDE INCOME</b>				
Airline Landing Fees	\$ -	\$ -	\$ 9,311	#DIV/0!
GA Landing Fees	200,000	105,140	91,576	53%
Land Leases	26,000	19,986	20,036	77%
Promotional Fees	1,200	-	-	0%
State Fuel Tax Rebates	75,000	21,592	32,973	29%
Total Income	302,200	146,718	153,896	49%
<b>AIRSIDE EXPENSES</b>				
Airfield Lighting Maintenance	3,000	838	692	28%
Airfield Lighting Utilities	2,000	637	644	32%
Airfield Insurance	6,200	6,200	6,200	100%
Airfield Maintenance	35,000	4,919	1,215	14%
ARFF Building Insurance	275	50	275	18%
ARFF Equipment	4,070	1,007	2,830	25%
ARFF Maintenance	5,000	1,800	-	36%
ARFF Training	22,990	4,562	5,479	20%
ARFF Liability Insurance	1,300	208	-	16%
ARFF Utilities	4,500	1,529	2,941	34%
AWOS Maintenance	5,000	1,668	1,500	33%
AWOS Utilities	600	218	164	36%
Business Auto Policy	6,597	6,314	6,597	96%
Equipment Fuel & Oil	15,000	2,947	6,928	20%
Equipment Insurance	13,835	12,184	12,247	88%
Equipment Maintenance	35,000	5,702	18,188	16%
Equipment Maintenance Labor	15,000	7,631	11,162	51%
Liability Insurance	8,511	8,065	8,511	95%
Operations Training	1,000	-	-	0%
SRE Insurance	700	701	710	100%
SRE Utilities	6,000	3,685	2,923	61%
SWMP Maintenance	4,000	-	-	0%
Total Expenses	195,578	70,866	89,206	36%
Net Income Before Allocation of Administrative Costs	106,622	75,851	64,690	71%
Admin & Operations (1/3 of Total)	146,222	46,270	53,370	32%
Operating Profit	(39,600)	29,581	11,320	-75%
<b>INTEREST INCOME</b>	185	23	32	12%
	\$ (39,415)	\$ 29,604	\$ 11,352	-75%

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

<b>ADMINISTRATIVE EXPENSES</b>	<b>BUDGET 2015</b>	<b>ACTUAL 2015</b>	<b>ACTUAL 2014</b>	<b>PERCENT OF BUDGET</b>
Accounting Audit	\$ 7,500	\$ -	\$ 5,600	0%
Administrative Salaries	158,750	60,374	51,375	38%
Bad Debts	-	-	-	#DIV/0!
Bank Finance Charges	200	74	40	37%
Copy/Fax/Computer Maintenance/Lease	12,000	1,659	4,821	14%
Dues & Subscriptions	8,500	2,658	5,067	31%
Employee Education	2,000	295	192	15%
Employee Medical Insurance	32,000	11,528	12,262	36%
Fringe Benefits	11,239	5,653	5,613	50%
Legal	40,000	1,318	15,790	3%
Marketing	60,000	20,047	21,464	33%
Office Supplies	4,000	1,626	1,820	41%
Payroll Expenses	46,990	21,629	23,766	46%
Postage & Shipping	2,500	964	1,462	39%
Retirement Benefits	6,000	1,669	1,634	28%
Public Officials Insurance	9,488	-	387	0%
Safety Management System	3,000	-	-	0%
Telephone/Internet	30,000	8,411	7,935	28%
TRAA Meeting	2,000	749	363	37%
Travel	2,000	40	422	2%
Workman's Compensation	500	118	97	24%
<b>Total Expenses</b>	<b>\$ 438,667</b>	<b>\$ 138,810</b>	<b>\$ 160,110</b>	<b>32%</b>

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

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

<b>APRIL 2015</b>	<b>TRAA 2015</b>	<b>TRAA 2014</b>	<b>Percent Change</b>
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**AIRPORT OPERATIONS**

General Aviation:	256	188	36.17%
Commercial Airline:	-	26	-100.00%
Total Operations:	256	214	19.63%

**AVIATION FUEL SALES (GALLONS)**

General Aviation:			
100LL AvGas:	1,030	1,147	-10.17%
Jet-A	9,481	7,796	21.61%
Total GA:	10,511	8,943	17.54%
Commercial Airline:	-	415	-100.00%
Total Fuel Sales:	10,511	9,358	12.32%

GA Passenger Deplanements:	330	252	30.95%
GA Passenger Enplanements:	435	284	53.17%

**AIRLINE COMPLETIONS**

	2015		2014	
Scheduled Departures:	-	0.0%	15	100.0%
Actual Departures:	-	0.0%	13	86.7%
Total Not Completed:	-	0.0%	2	13.3%

**Telluride Regional Airport**  
**Balance Sheet**  
 As of April 30, 2015

	Apr 30, 15
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
1020 · Due From AVFUEL	45,039.49
1035 · FBO Cash Drawer	200.00
1036 · Change Machines	377.00
1040 · Old Operating Bank Account	123.44
1045 · New Operating Bank Account	672,359.02
1046 · Tax Rebate Account	178,651.65
1050 · Petty Cash	561.00
	897,311.60
<b>Total Checking/Savings</b>	
<b>Accounts Receivable</b>	
1100 · *Accounts Receivable	8,133.53
	8,133.53
<b>Total Accounts Receivable</b>	
<b>Other Current Assets</b>	
1210 · Accounts Receivable	-20.78
1235 · US Dot Grants Receivable	-12,500.00
1250 · Inventory	533.91
1260 · Inventory Asset	151,754.17
1270 · Prepaid Insurance	19,764.32
1280 · Undeposited Funds	3,468.37
	162,999.99
<b>Total Other Current Assets</b>	
<b>Total Current Assets</b>	1,068,445.12
<b>Fixed Assets</b>	
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
	69,773,817.85
<b>Total Fixed Assets</b>	
<b>Other Assets</b>	
1410 · Deposit - Securus	708.00
	708.00
<b>Total Other Assets</b>	
<b>TOTAL ASSETS</b>	<b>70,842,970.97</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
2000 · *Accounts Payable	55,049.51
	55,049.51
<b>Total Accounts Payable</b>	
<b>Other Current Liabilities</b>	
2030 · AFLAC INS.	45.86
2100 · Payroll Liabilities	14,862.77
2110 · Direct Deposit Liabilities	2,200.28
2150 · Note Payable - Hangars	689,870.68
2165 · Sales Tax #1	-113,212.39
2200 · Sales Tax Payable	106,912.37
2205 · Sales Tax Payable Correction	-2,646.28
	698,033.29
<b>Total Other Current Liabilities</b>	
<b>Total Current Liabilities</b>	753,082.80
<b>Total Liabilities</b>	753,082.80

7:55 AM

05/13/15

Accrual Basis

# Telluride Regional Airport

## Balance Sheet

As of April 30, 2015

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	<u>Apr 30, 15</u>
Equity	
3012 · Capital Transfers	-1,020,037.82
3430 · Interaccount Transfers	-1,556,477.02
3900 · Retained Earnings	72,203,837.94
Net Income	462,851.20
	<hr/>
Total Equity	70,090,174.30
	<hr/>
TOTAL LIABILITIES & EQUITY	<u>70,843,257.10</u>

# **CAPITAL FINANCIALS**

**TELLURIDE REGIONAL AIRPORT  
2015 CAPITAL BUDGET**

<b>CAPITAL INCOME:</b>	<b>2015 BUDGET</b>	<b>2015 ACTUAL</b>
Beginning Bank Account Balance	\$1,600,000	\$ 2,283,743
Passenger Facility Charges	\$0	\$ 18
FAA Grants	\$6,367,178	\$ 60,045
State Grant	\$725,398	\$ 59,400
Rock Sales	\$175,000	\$ 90,081
Equipment Sales	\$20,000	\$ -
Local Contribution for Cat C Approach	\$105,000	\$ 30,000
Interest Income	\$1,500	\$ 42
<b>TOTAL AVAILABLE FUNDS :</b>	<b>\$8,994,076</b>	<b>\$ 2,523,328</b>
<b>CAPITAL EXPENSES:</b>	<b>2015 BUDGET</b>	<b>2015 ACTUAL</b>
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	\$ 50,498
AIP-33: South Apron Reconstruction Design	\$400,000	
Master Plan Update & Survey	\$428,000	\$ 88,000
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	\$ -
<b>TOTAL CAPITAL EXPENSES:</b>	<b>\$8,208,536</b>	<b>\$ 142,836</b>
<b>REMAINING CAPITAL INCOME:</b>	<b>\$785,540</b>	<b>\$2,380,492</b>
<b>END OF YEAR OPERATING INCOME TRANSFER:</b>	<b>\$494,728</b>	
<b>ESTIMATED BEGINNING BALANCE FOR 2016:</b>	<b>\$1,280,268</b>	

**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

05/13/15

## Balance Sheet

Accrual Basis

As of April 30, 2015

	<u>Apr 30, 15</u>
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
1010 · 10% Bank Account	300,055.55
1030 · FAA Bank Account	33,100.87
1060 · PFC- ANB Bank	253,796.58
1070 · Savings Account	<u>1,793,539.67</u>
Total Checking/Savings	2,380,492.67
Accounts Receivable	
1281 · Accounts Receivable	<u>35,878.25</u>
Total Accounts Receivable	35,878.25
Other Current Assets	
1200 · Grants Receivable	640,624.00
1280 · Undeposited Funds	<u>23,866.83</u>
Total Other Current Assets	664,490.83
Total Current Assets	<u>3,080,861.75</u>
<b>TOTAL ASSETS</b>	<b><u>3,080,861.75</u></b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · *Accounts Payable	<u>300.00</u>
Total Accounts Payable	300.00
Other Current Liabilities	
2050 · Retainage Payable - Capital	<u>570,037.00</u>
Total Other Current Liabilities	570,037.00
Total Current Liabilities	<u>570,337.00</u>
Total Liabilities	570,337.00
Equity	
3040 · Operating Bank Transfers	504,800.00
3430 · Interaccount Transfers	2,131,114.84
3900 · Retained Earnings	-222,139.74
Net Income	<u>96,749.65</u>
Total Equity	<u>2,510,524.75</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>3,080,861.75</u></b>

# **STATISTICS**

## ENPLANEMENTS 2015

	Great Lakes	U.S. Airways	Gen. Av	2015 TOTAL	2014 TOTAL
January	0	0	1982	1982	2602
February	0	0	1675	1675	2223
March	0	0	1998	1998	2531
April	0	0	435	435	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
<b>Total for 2015</b>	-	-	<b>6,090</b>	<b>6,090</b>	16,906
<b>Total for 2014</b>	<b>3,268</b>		<b>12,729</b>	<b>15,997</b>	
<b>Total for 2013</b>	<b>5,325</b>	-	<b>13,530</b>	<b>18,855</b>	
<b>Total for 2012</b>	<b>7,445</b>	<b>3,784</b>	<b>13,128</b>	<b>20,573</b>	

Enplanements Comparisons	2014 GA	2015 GA	2014 Airlines	2015 Airlines
January	2157	1982	445	0
February	1613	1675	610	0
March	1951	1998	580	0
April	284	435	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	1570	1570	2153
March	0	0	1923	1923	2347
April	0	0	330	330	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
<b>Total for 2015</b>	<b>0</b>	<b>0</b>	<b>5406</b>	<b>5406</b>	<b>16001</b>
<b>Total for 2014</b>	<b>3138</b>	<b>0</b>	<b>11664</b>	<b>14802</b>	
<b>Total for 2013</b>	<b>5151</b>	<b>0</b>	<b>13236</b>	<b>18387</b>	
<b>Total for 2012</b>	<b>7649</b>	<b>0</b>	<b>13181</b>	<b>20830</b>	

Deplanement Comparisons	2015 GA	2014 GA	2015 Airlines	2014 Airlines
January	1583	1537	0	400
February	1570	1489	0	664
March	1923	1798	0	549
April	330	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	Total
January	0	0	974	974	1052
February	0	0	916	916	1006
March	0	0	1158	1158	1150
April	0	0	256	256	214
May	0	0	0	0	312
June	0	0	0	0	770
July	0	0	0	0	1012
August	0	0	0	0	1072
September	0	0	0	0	816
October	0	0	0	0	484
November	0	0	0	0	252
December	0	0	0	0	300
<b>Total for 2015</b>	<b>0</b>	<b>0</b>	<b>3304</b>	<b>3304</b>	8440
<b>Total for 2014</b>	574	0	7566	8140	
<b>Total for 2013</b>	888	0	7958	8846	
<b>Total for 2012</b>	1426	0	7740	7636	16802

Operation	2015	2014	2015	2014
Comparisons	GA	GA	Airlines	Airlines
January	974	986	0	66
February	916	872	0	134
March	1158	1056	0	94
April	256	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



San Miguel County  
Road & Bridge Department  
PO Box 426  
Norwood CO 81423  
PH: 970.327.4835 Fax: 970.327.4090  
Email: mikeh@sanmiguelcountyco.gov

MEMORANDUM

TO Board of County Commissioners  
FROM Mike Horner, Road Superintendent *MH*  
DATE Tuesday, May 26, 2015  
RE: Equipment Bid

---

The Road Department recently requested bids for a new 2015, 97 Horsepower Backhoe according to our 2015 approved budget.

We received the following bids from three qualified heavy equipment dealers.

- |                             |                  |           |
|-----------------------------|------------------|-----------|
| • Wagner Equipment Company  | Caterpillar 416F | \$ 87,450 |
| • Honnen Equipment Company  | John Deere 310L  | \$ 87,109 |
| • Century Equipment Company | Case 580SN       | \$ 97,617 |

All three machines are quality backhoes so we are recommending that the Board of County Commissioners approve purchase of the low bid, John Deere 310L in the amount of \$87,109. Funding is approved in the Road & Bridge Capital Fund.

Suggested Motion:

To approve the purchase of a new, 2015 John Deere 310L Backhoe from Honnen Equipment Company in Grand Junction in the amount of \$87,109, with funds appropriated in Road & Bridge Capital.



San Miguel County  
Road & Bridge Department  
PO Box 426  
Norwood CO 81423  
PH: 970.327.4835 Fax: 970.327.4090  
Email: mikeh@sanmiguelcounty.org

MEMORANDUM

TO Board of County Commissioners  
FROM Mike Horner, Road Superintendent *MH*  
DATE Tuesday, June 02, 2015  
RE Purchase of a Roller Attachment

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The 2015 approved Road & Bridge budget included the purchase of a roller/compactor attachment for a 772D Motor Grader in the Norwood District.

Staff recently requested bids for the roller and received the following three quotes for a 75" Compactor with attachment hardware.

- Power Equipment Company \$ 19,363
- Handy Hitch Manufacturing, Inc. \$ 19,536
- TyCox Enterprises \$ 22,310

The Road Department is requesting approval to purchase the lowest bid unit from Power Equipment Company in Grand Junction.

Thank you for your consideration.

Recommended Motion:

To approve the purchase of a roller attachment for Road & Bridge in the amount of \$19,363 from Power Equipment Company in Grand Junction, with funds appropriated in Road & Bridge Capital.



SAN MIGUEL COUNTY DEPARTMENT OF HEALTH AND ENVIRONMENT

6-3-2015

TO; BOCC  
FROM; JUNE

**RE; APPROVAL OF INTERAGENCY AGREEMENT FOR CANCER,  
CARDIOVASCULAR DISEASE & PULMONARY DISEASE GRANT PROGRAM  
AMOUNT: \$25,310.00 YEARLY x 3 years**

Attached please find the above Interagency Agreement for the above grant for the term beginning July 01, 2015 – June 30, 2018. This grant will be renewed yearly for a total of three years. The Scope of Work begins July 01, 2015 to June 30, 2016 and will be evaluated on a yearly basis.

The grant project serves to promote adoption of comprehensive worksite wellness that combines physical activity and healthy eating and to protect, promote and support breastfeeding friendly environments for worksites in the West Central Public Health Partnership.

The West Central Public Health Partnership consists of the six counties of San Miguel, Ouray, Montrose, Delta, and Hinsdale. Delta will be the lead agency for this grant.

Kindly sign both original copies. Please mail back one original to the following address:

**Delta County Health & Human Services  
255 West 6<sup>th</sup> Street  
Delta, CO 81416  
Attention: Bonnie Horn Koehler, Deputy Director/Health Officer**

Thank you for your approval of this grant in the amount of \$25,310.00..

June Nepsky FNP-BC

## Interagency Agreement

### Cancer, Cardiovascular Disease & Pulmonary Disease Grant Program *West Central Public Health Partnership Worksite Wellness Project*

THIS agreement, made this **July 1, 2015**, by and between the Delta County Board of County Commissioners, on behalf of the Delta County Health Department (DCHD) and West Central Public Health Partnership (WCPHP) counties of Gunnison, Hinsdale, Montrose, Ouray and San Miguel hereinafter referred to as Subcontractor

#### **Recitals:**

WHEREAS, the State of Colorado Department of Public Health & Environment (CDPHE) has allocated Amendment 35 Cancer, Cardiovascular Disease & Pulmonary Disease (CCPD) grant funds to DCHD for the purpose of providing funding for the Worksite Wellness Project in the WCPHP communities, and

WHEREAS, each of the Subcontractors provides the staff to complete the strategic goals identified in the scope of work (attached),

NOW THEREFORE, it is hereby agreed that

#### **1. Statement of Work and Responsibilities**

The Subcontractor agrees to carry out the scope of work described in its written plan for CCPD related activities, as approved by DCHD, in conformance with this agreement, the WCPHP Intergovernmental Agreement (fully executed through 2017), WCPHP Operating Agreement, and applicable state laws, rules, and regulations, pertaining to CCPD funding.

#### **2. Payment Amount and Billing Procedure**

DCHD agrees to pay each Subcontractor, in consideration for the services to be preformed, an amount not to exceed **\$25,310** each grant year during the period of this agreement. If allocated funds are not 80% spent or encumbered by the Subcontractor by May 1 of each year, DCHD reserves the right to redirect the balance. Grant funds will be disbursed to the Subcontractor on a reimbursement of actual cost basis. Payment will be made to the Subcontractor upon receipt of legitimate requests for reimbursement and copies of receipts, invoices, and bill of expenditures from the Subcontractor for eligible CCPD expenses. Documentation is to be submitted on the standard CDPHE Reimbursement Invoice Form and must match the amount requested. Any difference will be disallowed unless additional documentation is provided. **The Subcontractor's Reimbursement request must be submitted monthly and within fifteen (15) days after month-end and must include the Subcontractor's General Ledger reports, timesheets and invoice documentation supporting the reimbursement request.** The Subcontractor shall also retain in its files copies of all supporting documents for the request for reimbursement.

Eligible expenditures under this Grant are limited to:

Personnel costs, supplies, operating expenses and travel related to program implementation are to be submitted for reimbursement to DCHD with the check payable to the Subcontractor.

**Deposits on account, late fees, and finance charges are not allowable costs.**

**3. Performance Term**

Both parties agree that the term of this interagency agreement is from July 1, 2015 through June 30, 2018.

**4. Availability of Funds**

Payment pursuant to this agreement is subject to and contingent upon the continuing availability of CCPD funds for the purposes hereof. If any of said funds become unavailable, as determined by the CDPHE, either party may immediately terminate or seek to amend this agreement

Funds are passed through from the CDPHE on Colorado Contract Routing # assigned by CDPHE.

**5. Record Keeping Requirements**

Subcontractor shall retain all client records for program participants at its offices. Subcontractor shall maintain a complete file of all records, documents, communications and other material which pertain to this project and agreement, and shall be easily separable from other Subcontractor records. Subcontractor can either retain the records pertinent to this contract for a period of 5 years after the conclusion of the Contract, or release them to DCHD at the conclusion of the contract for DCHD retention.

**6. Monitoring**

Subcontractor shall permit DCHD and State agency monitoring and auditing of records and activities which are or have been undertaken pursuant to this agreement.

**7. Reporting**

Report Period	Report Type	Due Date
July 1 –September 30, 2015	Quarterly Progress	October 5, 2015
October 1 – December 31, 2015	Quarterly Progress	January 5, 2016
January 1 – March 31, 2016	Quarterly Progress	April 5, 2016
April 1 – June 30, 2016	Quarterly Progress	July 5, 2016
Reporting period and due dates will be the same month and day for Year 2 and Year 3.		

DCHD reserves the right to require additional reporting if required by CDPHE; at which time a reporting deadline will be established.

SUBCONTRACTOR:

*i Environment*  
San Miguel County Health Department

\_\_\_\_\_  
Authorized Signature

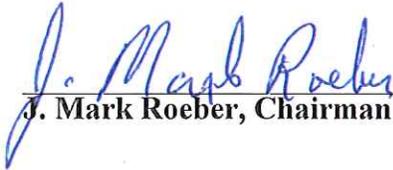
*6/9/15*  
\_\_\_\_\_  
Date

8. Except as otherwise provided, the duties and obligations of Subcontractor shall not be assigned, delegated or subcontracted except with the express prior written consent of DCHD.

9. Any failure of either party to perform in accordance with the terms of this agreement shall constitute a breach of the agreement.

**10. Severability** – If any part of this agreement should be held to be invalid, the remaining portions of the agreement shall remain in full force and effect. Any of the parties shall have the right to terminate their portion of this agreement by giving the other parties 30 days notice. If notice is given, the agreement will terminate at the end of 30 days, and the liabilities of the parties hereunder for further performance of the terms of the agreements shall thereupon cease, but the remaining parties shall not be released from duty to perform up-to-the-date of termination.

**Delta County Commissioners**  
on behalf of the  
**Delta County Health Department**

  
**J. Mark Roeber, Chairman**

**May 4, 2015**  
Date

Enclosed: Subcontractor Scope of Work

STATEMENT OF WORK  
To Original Contract Routing Number 16 FHLA 76477

These provisions are to be read and interpreted in conjunction with the provisions of the contract specified above.

**I. Entity Name:** West Central Public Health Partnership Subcontractor (herein referred to as "Subcontractor")  
**Term:** July 01, 2015 – June 30, 2016

**II. Project Description:**  
This project serves to promote adoption of comprehensive worksite wellness that combines physical activity and healthy eating, and to protect, promote and support breastfeeding-friendly environments for worksites in the WCPHP six county region.

- III. Definitions:**
1. CCPD-Cancer, Cardiovascular and Pulmonary Disease Prevention Program
  2. CDPHE-Colorado Department of Public Health and Environment
  3. DCHD – Delta County Health Department
  4. Evaluation Contractor (to be determined): Third party required by statute to conduct program evaluation
  5. Health Links Colorado- Health Links™ is a nonprofit initiative spearheaded by health and safety experts at the Center for Worker Health and Environment within the Colorado School of Public Health
  6. IGA – Intergovernmental Agreement
  7. MOU-Memorandum of Understanding
  8. Six-county region-Delta, Gunnison, Hinsdale, Montrose, Ouray and San Miguel counties
  9. WANMA-Workplace Accommodation for Nursing Mother’s Act
  10. WCPHP-West Central Public Health Partnership
  11. WWA-Worksite Wellness Advisor
  12. WWAC-Worksite Wellness Advisory Corps

**Quarter Timelines:**

- Quarter 1: July 1 to September 30
- Quarter 2: October 1-December 31
- Quarter 3: January 1-March 31
- Quarter 4: April 1-June 30

**IV. Work Plan:**

<b>Goal #1:</b> Transform communities to support health and make healthy behaviors easier and more convenient for Coloradans.	
<b>Objective #1:</b> No later than the expiration date of this contract, the Subcontractor shall work with regional, county, municipal and/or private employers for adoption of comprehensive worksite wellness that combines physical activity with healthy eating.	
<b>Primary Activity #1</b>	The Subcontractor shall build capacity at the local level by working together with DCHD and WCPHP to achieve worksite wellness.
<b>Sub-Activities #1</b>	<ol style="list-style-type: none"> <li>1. The Subcontractor shall obtain a signed IGA with DCHD.</li> <li>2. The Subcontractor shall work with DCHD to develop implementation plans for completing the scope of work.</li> <li>3. The Subcontractor shall attend at least one meeting each quarter with representatives of participating agencies.</li> <li>4. The Subcontractor shall attend Health Links advisor training (train-the-trainer) to become Health Links ambassadors for each respective county.</li> <li>5. The Subcontractor shall attend monthly check-ins via phone or in-person, individually and regionally as deemed appropriate by Contractor.</li> </ol>
<b>Primary Activity #2</b>	The Subcontractor shall ensure WCPHP Worksite Wellness Programs by identifying and training members of a WWAC to conduct worksite wellness programs across each respective county.

<b>Sub-Activities #2</b>	<ol style="list-style-type: none"> <li>1. The Subcontractor shall identify and recruit a group of potential WWAC members who are representative of stakeholders and have demonstrated knowledge and/or capability to promote worksite wellness.</li> <li>2. The Subcontractor shall work with Health Links to establish a minimum knowledge base for WWAC members and program staff and measure training milestones.</li> </ol>
<b>Objective #2:</b> No later than the expiration date of this contract, the Subcontractor shall develop policies and programs that protect, promote and support breastfeeding-friendly environments.	
<b>Primary Activity #1</b>	The Subcontractor shall work with DCHD to conduct assessments and seek adoption of written breastfeeding policies by decision-makers at respective county worksite to create environments that promote and sustain breastfeeding among women.
<b>Sub-Activities #1</b>	<ol style="list-style-type: none"> <li>1. The Subcontractor shall identify an assessment tool to identify/ categorize/evaluate current lactation policies, resources and practices in workplaces in the respective county.</li> <li>2. The Subcontractor shall work with DCHD to conduct assessments of breastfeeding policies and practices and compliance with the WANMA within their own organizations.</li> <li>3. The Subcontractor shall evaluate and share results of assessments with the DCHD, WCPHP and other stakeholders.</li> <li>4. The Subcontractor shall identify opportunities to implement model policies and practices within their worksites.</li> <li>5. The Subcontractor shall work with key decision makers at respective county worksite to identify opportunities to encourage and protect breastfeeding in workplaces so they are <ol style="list-style-type: none"> <li>a) In compliance with WANMA; and</li> <li>b) Encourage policies and procedures that provide protection beyond the minimum required by the WANMA (e.g. creation and maintenance of “mothers’ rooms” for breastfeeding).</li> </ol> </li> </ol>
<b>Primary Activity #2</b>	The Subcontractor shall develop a final evaluation plan.
<b>Standards and Requirements</b>	<ol style="list-style-type: none"> <li>1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The Subcontractor shall monitor documents and website content for updates and comply with all updates.</li> <li>2. The Subcontractor shall comply with the requirements as specified in the <i>Amendment 35 CCPD Strategy Requirements and Reporting Metrics</i> document. This document is incorporated and made part of this contract by reference and is available on the following website <a href="https://www.colorado.gov/pacific/sites/default/files/DC_A35-CCPD_Strategy-Specifications-and-Metrics.pdf">https://www.colorado.gov/pacific/sites/default/files/DC_A35-CCPD_Strategy-Specifications-and-Metrics.pdf</a></li> <li>3. The Subcontractor shall comply with the requirements as specified in the <i>CCPD Final Evaluation Plan Guidance</i> document. This document is incorporated and made part of this contract by reference and is available on the following website <a href="https://www.colorado.gov/pacific/sites/default/files/DC_A35-CCPD_Evaluation-Plan.pdf">https://www.colorado.gov/pacific/sites/default/files/DC_A35-CCPD_Evaluation-Plan.pdf</a></li> <li>4. The Subcontractor shall submit information required by the evaluation contractor, including quarterly and final reports. This includes project monitoring as well as evaluation activities.</li> <li>5. The Subcontractor shall send 1-2 representatives to attend a kick-off event in the Denver Metro Area in fall 2015 (date(s) TBD).</li> <li>6. Worksite wellness training and certifications completed through Health Links, information found at the following website <a href="https://www.healthlinkscolorado.org/">https://www.healthlinkscolorado.org/</a> and is incorporated and made part of this contract by reference.</li> <li>7. The Subcontractor shall ensure compliance with the Colorado Workplace Accommodation for Nursing Mothers Act. This document is incorporated and made part of this contract by reference and is available on the following website <a href="https://www.colorado.gov/pacific/sites/default/files/Workplace%20Accommodations%20for%20Nursing%20Mothers%20Act_0.pdf">https://www.colorado.gov/pacific/sites/default/files/Workplace%20Accommodations%20for%20Nursing%20Mothers%20Act_0.pdf</a></li> </ol>

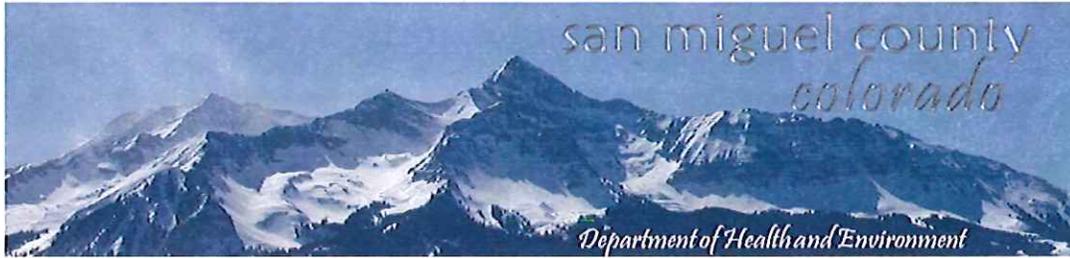
<b>Expected Results of Activity(s)</b>	Employer adoption of comprehensive worksite wellness that combines physical activity with healthy eating, and establish baseline data for worksites in the respective county in compliance with the WANMA.	
<b>Measurement of Expected Results</b>	<ol style="list-style-type: none"> <li>1. Number of signed agreements for agencies participating in worksite wellness initiatives.</li> <li>2. Number of partners achieving Health Links Advisor certification.</li> <li>3. Number of WWAC members.</li> <li>4. Baseline data for worksite breastfeeding policies and practices and compliance with the WANMA.</li> <li>5. Number of worksites in compliance with the WANMA.</li> </ol>	
		<b>Completion Date</b>
<b>Deliverables</b>	The Subcontractor shall submit the following to the DCHD Regional Coordinator via email:	
	1. The Subcontractor shall provide a CDPHE Progress Report.	No later than 5 days following Q1, Q2, Q3, Q4
	2. The Subcontractor shall submit copies of signed IGA.	July 10, 2015
	3. The Subcontractor shall provide copies of implementation plan for the scope of work.	No later than Q1
	4. The Subcontractor shall submit a copy of certificate of completion for Health Links training.	No later than Q3
	5. The Subcontractor shall submit a list of WWAs with descriptions of each advisor and project locations served.	No later than Q3
	6. The Subcontractor shall provide documentation of knowledge and skill levels of WWAs.	No later than Q4
	7. The Subcontractor shall submit a copy of the final evaluation plan.	No later than Q2
	8. The Subcontractor shall submit copies of all assessment tools and results.	No later than Q3, Q4
9. The Subcontractor shall submit a list of all identified opportunities to encourage and protect breastfeeding in workplaces in respective county.	No later than Q4	

**V. Monitoring:**

CDPHE’s monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the CCPD Program Contracts Coordinator. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include fiscal and programmatic documentation as applicable. The Contractor’s performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

**VI. Resolution of Non-Compliance:**

The Contractor will be notified in writing within 10 calendar days of discovery of a compliance issue. Within 30 calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and time line for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the time line, the Contractor must email a request to the contract monitor and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure time lines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.



6-3-15

TO; BOCC  
FROM; JUNE NEPSKY

RE: EBOLA PURCHASE ORDER  
AMOUNT: \$20,000  
June 2015 – September 30, 2016

Attached please find a Purchase Order for Ebola Virus Disease work in the amount of \$20,000. The purpose of this funding is to enhance the ability to prevent, prepare, respond and recover from Ebola Virus Disease (EVD) by improving laboratory capacity and capability, disease surveillance, public and risk communication, state and local Ebola Concept of Operations Plans, workforce help, community and personal preparedness activities and addressing gaps and other public health preparedness challenges related to public health preparedness.

This funding will also be used to support Active and Direct Active monitoring programs for individuals returning to the United States and to their homes after volunteering in West Africa for a period 21 days. These public health actions will better protect potentially exposed individuals and the public as a whole.

Other aspects of this purchase order include participating in Ebola Emergency Preparedness and Response planning, training, and planning coordination as well developing agency plans and protocols for rapid public health actions and risk communication in response to Ebola. SMCDHE will also work with our stakeholders and epidemiologists enhancing preparedness for this scope of work.

This purchase order is effective upon signature and receipt to CDPHE.

Thank you for your approval of this Purchase Order in the amount of \$20,000.

June Nepsky, FNP-BC



**STATEMENT OF WORK**

**I. Entity Name:** San Miguel County Department of ~~Public~~ Health & Environment

**Term:** April 1, 2015 – September 30, 2016

**II. Project Description:**

The purpose of this funding is to enhance Colorado’s ability to Prevent, Prepare for, Respond and Recover from Ebola Virus Disease (EVD), by enhancing laboratory capacity and capability; disease surveillance; public and risk communication; state and local Ebola Concept of Operations Plans (CONOPS); the availability of personal protective equipment; training and education of the public health workforce; community and personal preparedness activities; and addressing gaps and other public health preparedness challenges related to public health preparedness and response to Ebola Virus Disease (EVD). This funding will also be used to support Active and Direct Active monitoring programs throughout the State. These public health actions will better protect potentially exposed individuals and the American public as a whole.

**III. Work Plan:**

<b>Goal #1:</b> Enhance Colorado’s ability to Prevent, Prepare for, Respond and Recover from Ebola Virus Disease (EVD).	
<b>Objective #1:</b> Conduct monitoring for persons in the local public health jurisdiction who return from a country experiencing widespread Ebola transmission or countries with Ebola cases in urban settings with uncertain control measures.	
<b>Primary Activity #1</b>	The Contractor shall develop active and direct active monitoring plans that are coordinated with the jurisdiction’s broader operational and emergency response plans.
<b>Sub-Activity #1</b>	1. Develop plans for following up on individuals who are lost in the monitoring process and those who are noncompliant.
<b>Primary Activity #2</b>	The Contractor shall conduct Ebola traveler monitoring activities.
<b>Sub-Activities #2</b>	1. Contact persons eligible for monitoring within 24 hours of arrival in the jurisdiction to assess Ebola exposure risk and issue a monitoring letter or public health order. 2. Ensure daily contact with persons under active monitoring or direct active monitoring during the monitoring period. 3. Report monitoring data weekly to CDPHE.
<b>Objective #2:</b> No later than the expiration date of the Purchase Order provide Ebola preparedness response and recovery activities in Colorado local jurisdictions through planning and exercise.	
<b>Primary Activity #1</b>	<b>PLANNING:</b> The Contractor shall participate in Ebola Emergency Preparedness and Response planning, training, and planning coordination.
<b>Sub-Activities #1</b>	1. The Contractor shall update their CONOPs plan for responding to Ebola, utilizing input from healthcare coalition members, infection control groups, and other jurisdictional response agencies. 2. The Contractor shall develop plans and protocols for rapid and appropriate public health actions due to suspected Ebola, including controlled movement and alternate travel plans, safe housing, compensation and other support for individuals under public health order, environmental cleaning and waste management in community settings, and coordination with healthcare facilities and jurisdictional authorities during quarantine and isolation. 3. The Contractor shall develop risk communication plans for the healthcare sector and public regarding Ebola 4. The Contractor shall assess, with healthcare system partners, jurisdictional public health and healthcare system training needs for Ebola response. 5. The Contractor shall provide training identified by jurisdictional assessment, including training in the proper use of PPE and cleaning and disinfecting procedures.

<b>Primary Activity #2</b>	<b>EXERCISING:</b> The Contractor shall participate in Ebola Emergency Preparedness and Response exercises.
<b>Sub-Activities #2</b>	<ol style="list-style-type: none"> <li>1. The Contractor shall develop Ebola specific exercise scenarios and update</li> <li>2. The Contractor shall develop and conduct an Ebola table top or functional exercise based on their updated CONOPs Plan that includes healthcare coalition members and other response agencies.</li> <li>3. The Contractor shall ensure the Ebola table top or functional exercise date and location information is posted to CO.TRAIN.</li> <li>4. The Contractor shall ensure the Ebola table top or functional exercise date and location information is posted on the Exercise calendar on CO-SHARE.</li> <li>5. The Contractor shall complete an after action report and improvement plan based on completed table top or functional exercise.</li> </ol>
<b>Standards and Requirements</b>	<ol style="list-style-type: none"> <li>1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates.</li> <li>2. Complete this work plan according to the CDPHE Communicable Disease Branch guidance document titled "Colorado Protocol for Monitoring Travelers from Ebola-Affected West African Countries" and associated documents, which are all distributed via email to local public health partners and posted as updates occur on the CO-SHARE web site at <a href="https://sites.google.com/a/state.co.us/co-share">https://sites.google.com/a/state.co.us/co-share</a> and incorporated and made part of this contract by reference.</li> <li>3. Updated CONOPS planning should consistently connect with surveillance, selection of hospitals for Ebola treatment and assessment, monitoring, patient referral, and infection control activities.</li> <li>4. The Contractor shall ensure that appropriate Regional Emergency Preparedness and Response Staff time and resources are allocated to support all identified activities for all local agencies within the region.</li> <li>5. The Contractor shall provide an After Action Report and Improvement Plan for the Ebola table top or functional exercise based on lessons learned utilizing established Homeland Security Exercise Evaluation Program (HSEEP) documentation guidance.</li> <li>6. The Contractor shall upload required deliverables into CO-SHARE using the following link <a href="http://sites.google.com/a/state.co.us/co-share/">http://sites.google.com/a/state.co.us/co-share/</a>.</li> <li>7. CDPHE Communicable Disease Branch will notify the Contractor of the contact information for the assigned epidemiologist for this contract.</li> </ol>
<b>Expected Results of Activity(s)</b>	<ol style="list-style-type: none"> <li>1. All persons in the local public health jurisdiction who return from a country experiencing widespread Ebola transmission or countries with Ebola cases in urban settings with uncertain control measures will be monitored by public health to ensure rapid identification of illness.</li> <li>2. Public Health and emergency response agencies will acquire the necessary skills and tools to complete their responsibilities in the event of an outbreak of Ebola.</li> <li>3. Effective communication and situational awareness will improve between CDPHE, local public health agencies, and organizations representing community collaborators through planning and exercises.</li> </ol>
<b>Measurement of Expected Results</b>	<ol style="list-style-type: none"> <li>1. Weekly (for active monitoring) and daily (for direct active monitoring) monitoring data provided to the CDPHE Communicable Disease Branch will be examined to assess compliance, and transmitted to CDC.</li> <li>2. Measures of Public Health Emergency Operations Plans effectiveness and validity will be evaluated per the performance measures for PHEP and HPP capabilities – resources to reference include: <ol style="list-style-type: none"> <li>a. An updated and tested (exercised) Ebola/infectious disease CONOPS that includes PUI protocols.</li> <li>b. Evidence (meeting minutes, regional plans identifying partners involved) of collaborative Ebola/infectious disease planning at the Healthcare Coalition level</li> <li>c. Ebola/infectious disease contact and notification protocols</li> </ol> </li> <li>3. Exercises will be evaluated through After Action Reports and Improvement Plans to determine plan or system response readiness.</li> </ol>

	4. After Action Reports of real incident (PUI evaluation or treatment of a confirmed case) with Improvement Plans to and evidence of steps taken to fill gaps or resolve issues.	
		<b>Completion Date</b>
<b>Deliverables</b>	1. The Contractor shall submit via email or fax a signed copy of the monitoring letter or public health order to the CDPHE Communicable Disease Branch assigned epidemiologist for each monitored person.	Within 24 hours (or on the next business day if contact with the monitored person occurs on a weekend/holiday) of the Contractor receiving a signed copy from the monitored person
	2. The Contractor shall submit monitoring data weekly via email or fax to the CDPHE Communicable Disease Branch assigned epidemiologist for persons undergoing monitoring.	By the close of business on Monday for data collected since the last report to CDPHE (or the next business day if Monday is a holiday)
	3. The Contractor shall upload their agency's updated CONOPs Plan to the appropriate CO-SHARE Grant Reporting Folder.	No later than September 30, 2016
	4. The Contractor shall upload their agency's plans and protocols for rapid public health actions and risk communication in response to Ebola to the appropriate CO-SHARE Grant Reporting Folder	No later than September 30, 2016
	5. The Contractor shall upload the sign-in sheet from each exercise provided under this grant to the appropriate CO-SHARE Grant Reporting Folder.	Within 10 business days of the training date.
	6. The Contractor shall upload the Table Top or Functional Exercise After-Action Report and Improvement Plan to the appropriate CO-SHARE Grant Reporting Folder.	Within 45 calendar days after completion of the exercise
	7. The Contractor shall upload the sign in sheet from Table Top Exercise to the appropriate CO-SHARE Grant Reporting Folder.	Within 10 business days of the exercise date.

**IV. Budget:**

<b>Personnel</b>				
<u>Title:</u>	<u>Annual/Hourly</u> <u>/Salary Rate &amp;</u> <u>Fringe</u>	<u># of</u> <u>Mont</u> <u>hs</u>	<u>% of</u> <u>Time</u> <u>FTE</u>	<u>Cost</u>
Public Health director	\$92,472.00	12	0.10	\$9,247.00
EPR coordinator	\$8,400.0	12	0.50	\$4,200.00
<b>Personnel Budget Total:</b>				<b>\$13,447.00</b>
<b>Supplies/Operating/Other Direct Expenses</b>				
<u>Description</u>	<u>Cost</u>			
New computer – HP elite mobile workstation	\$2,999.00			
New HP ;aser jet enterprise printer with color cartridges x one year	\$1,200.00			

Planning/training mtgs. 2 people x 4 nights ea lodging, meals, incidental	\$1,500.00
<b>Supplies/Operating/Direct Costs Budget Total:</b>	<b>\$5,699.00</b>
<b>Travel (In-State/Out-of-State)</b>	
<b>Description</b>	<b>Cost</b>
Mileage to training, workshops, meetings to Montrose, Mesa county @.56cents/mi	\$854.00
<b>Travel Budget Total:</b>	<b>\$854.00</b>
<b>Consultant/Contractual</b>	
<b>Description</b>	<b>Cost</b>
<b>Contractual/Consultant Budget Total:</b>	<b>\$0.00</b>
<b>Direct Costs Budget Total:</b>	<b>\$20,000.00</b>
<b>Administrative/Indirect Cost</b>	
<b>Indirect: 21.72% of Direct salary and fringe cost</b>	<b>\$0.00</b>
<b>BUDGET TOTAL:</b>	<b>\$20,000.00</b>

**V. Additional Provisions:**

- To receive compensation under the Purchase Order, the Contractor shall submit a signed **Monthly**, CDPHE Reimbursement Invoice Form. This form is accessible from the CDPHE internet website <http://www.colorado.gov/pacific/cdphe/standardized-invoice-form-and-links> and is incorporated and made part of this SOW by reference. CDPHE will provide technical assistance in accessing and completing the form. The CDPHE Reimbursement Invoice Form and Expenditure Details page must be submitted no later than **forty-five (45)** calendar days after the end of the billing period for which services were rendered. Expenditures shall be in accordance with this Statement of Work and Budget. The Contractor shall submit the invoice using one of the following three methods.

Mail to:

OEPR Fiscal Staff  
Office of Emergency Preparedness and Response  
Colorado Department of Public Health and Environment  
A2-4350  
4300 Cherry Creek Drive South  
Denver, Colorado 80246

Scan the completed and signed CDPHE Reimbursement Invoice Form into an electronic document. Email the scanned invoice with the Excel workbook containing the Expenditure Details page to: OEPR Fiscal Staff, [cdphe\\_eprfiscal@state.co.us](mailto:cdphe_eprfiscal@state.co.us).

Fax the completed and signed CDPHE Reimbursement Invoice Form and Expenditure Details page to:  
Attention: OEPR Fiscal Staff, 303-691-7811

Final billings under the Purchase Order must be received by the State within a reasonable time after the expiration or termination of the Purchase Order; but in any event no later than **forty-five (45)** calendar days from the effective expiration or termination date of the Purchase Order.

Unless otherwise provided for in the Purchase Order, "Local Match", if any, shall be included on all invoices as required by funding source.

The Contractor shall not use federal funds to satisfy federal cost sharing and matching requirements unless approved in writing by the appropriate federal agency.

**2. ADDITIONAL PROVISIONS – FEDERAL FUNDS**

This award does not include funds for Research and Development.

Procurement Method:	Exempt
Contractor DUNS:	14856074
Contractor Entity Type:	Political Subdivision of the State of Colorado
Classification:	Subrecipient

The United States Department of Health and Human Services ("USDHHS"), through the Center of Disease Control ("CDC") has awarded as of 04/01/2015 \$2,197,741.00 federal funds under Notice of Cooperative Agreement Award, hereinafter "NCAA", number **3U90TP000510-03S2**. The Purchase Order contains federal funds under CFDA number (93.074) and incorporates the following additional provisions for federal awards

**The following terms and conditions are in addition to the standard purchase order terms and conditions and are to be read and interpreted in conjunction with the provisions of the purchase order. Wherever used in the following federal provisions, "Contractor" and "Vendor" shall have the same meaning. Contractor and/or Vendor – any party to which a Purchase Order is issued.**

1. Conformance with Law. If this Contract involves federal funds or compliance is otherwise federally mandated, the Contractor and its agent(s) shall at all times during the term of this contract strictly adhere to all applicable federal laws, state laws, Executive Orders and implementing regulations as they currently exist and may hereafter be amended. Without limitation, these federal laws and regulations include:
  - a. Office of Management and Budget Circulars and The Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable;
  - b. the "Hatch Act" (5 U.S.C. 1501-1508) and Public Law 95-454, Section 4728
  - c. when required by Federal program legislation, the "Davis-Bacon Act", as amended (40 U.S.C. 3141-3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction");
  - d. when required by Federal program legislation, the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building of Public Work Financed in Whole or in Part by Loans or Grants from the United States");
  - e. 42 U.S.C. 6101 *et seq.*, 42 U.S.C. 2000d, 29 U.S.C. 794 (regarding discrimination);
  - f. the "Americans with Disabilities Act" (Public Law 101-336; 42 U.S.C. 12101, 12102, 12111 - 12117, 12131 - 12134, 12141 - 12150, 12161 - 12165, 12181 - 12189, 12201 - 12213 and 47 U.S.C. 225 and 47 U.S.C. 611);
  - g. if the Contractor is acquiring an interest in real property and displacing households or businesses in the performance of this Contract, then the Contractor is in compliance with the "Uniform Relocation Assistance and Real Property Acquisition Policies Act", as amended, (Public Law 91-646, as amended, and Public Law 100-17, 101 Stat. 246 - 256);

- h. when applicable, the Contractor shall comply with the provisions of the "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (Common Rule);
  - i. Section 2101 of the Federal Acquisition Streamlining Act of 1994, Public Law 103-355; and
  - j. If the Contractor is a covered entity under the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. 1320d – 1320d-8, the Contractor shall comply with applicable HIPAA requirements. **If Contractor is a business associate under HIPAA, Contractor hereby agrees to, and has an affirmative duty to, execute the State's current HIPAA Business Associate Agreement. In this case, Contractor must contact the State's representative and request a copy of the Business Associate Agreement, complete the agreement, have it signed by an authorized representative of the Contractor, and deliver it to the State.**
  - k. The Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required there under. This Act is also referred to as FFATA.
  - l. Contractor shall comply with the provisions of Section 601 of Title VI of the Civil Rights Act of 1964, as amended.
  - m. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 comply with the equal opportunity clause provided under 41 CFR 60-1.3(b), in accordance with Executive Order 11246, "Equal Employment Opportunity: (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
  - n. where applicable, Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).
  - o. if the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into an agreement with a small business firm or nonprofit organization, comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
  - p. the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.
  - q. if applicable, comply with the mandatory standards and policies on energy efficiency contained within the State of Colorado's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201.
2. Contractor Affirmation. If the Purchase Order involves federal funds or compliance is otherwise federally mandated, then by accepting the Purchase Order the Contractor affirmatively avers that:
- a. the Contractor is in compliance with the requirements of the "Drug-Free Workplace Act" (Public Law 100-690 Title V, Subtitle D, 41 U.S.C. 701 et seq.);
  - b. the Contractor and all principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; the Contractor and all principals shall comply with all applicable regulations pursuant to Executive Order 12549 (3 CFR Part 1986 Comp., p. 189) and Executive Order 12689 (3 CFR Part 1989 Comp., p. 235), Debarment and Suspension; and,
  - c. the Contractor shall comply with all applicable regulations pursuant to Section 319 of Public Law 101-121, Guidance for New Restrictions on Lobbying, including, Certification and Disclosure, 29 C.F.R. 93.110(1990) and where applicable, the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).
3. Annual Audits. If the Contractor expends federal funds from all sources (direct or from pass-through entities) in an amount of \$500,000 or more during its fiscal year, then the Contractor shall have an audit of that fiscal year in accordance with Office of Management and Budget (OMB) Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations). If the Contractor expends federal funds received from the State in an amount of \$500,000 or more during its fiscal year, then the Contractor shall furnish one (1) copy of the audit report(s) to the State's Internal Audit Office within thirty (30) calendar days after the Contractor's receipt of its auditor's report or nine (9) months after the end of the Contractor's audit period, whichever is

earlier. If (an) instance(s) of noncompliance with federal laws and regulations occurs, then the Contractor shall take all appropriate corrective action(s) within six (6) months of the issuance of (a) report(s).

**VIII. Monitoring:**

CDPHE's monitoring of the purchase order for compliance with performance requirements will be conducted throughout the purchase order period by the fiscal and program monitor. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress report and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the contractor.

**IX. Resolution of Non-Compliance:**

The Contractor will be notified in writing within (30) calendar days of discovery of a compliance issue. Within (30) calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and time line for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the time line, the Contractor must email a request to the Program Manager and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure time lines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the Terms and Conditions of this Purchase Order.

**X. Attestation:**

The Vendor agrees to perform services in accordance with the terms and conditions of the Purchase Order to include Statement of Work and Budget.

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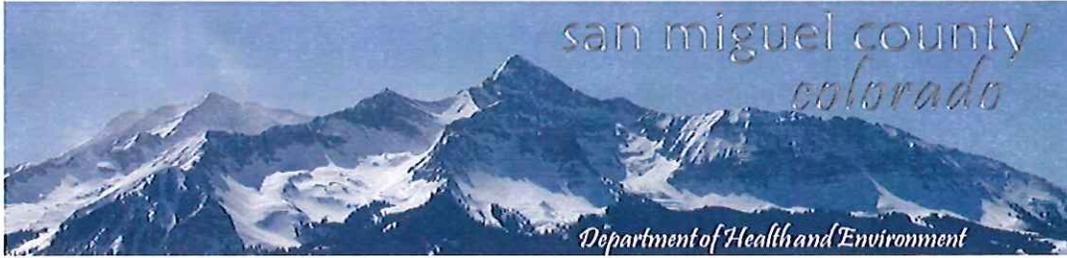
Contractor Name (Print) and Title

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Contractor Signature

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Date



June 3, 2015

TO: BOCC  
FROM: June Nepsky *June*

RE: EMERGENCY PREPAREDNESS AND RESPONSE CONTRACT  
AMOUNT \$16,987.00  
JULY 1, 2015 – JUNE 30, 2016

Attached please find the Emergency Preparedness and Response contract in the amount of \$16,987.00 for the period beginning July 1, 2015 to June 30, 2016.

The purpose of this contract is to increase capacity for preparedness response and recovery in San Miguel County. This contract outlines all the Work Plan activities that are required to fulfill the goals and objectives and sub-activities associated with the statement of work.

SMCDHE will participate in emergency preparedness trainings, activities, drills with the CDPHE, Regional EPR Team and with our county stakeholders per the provisions of this contract.

The primary activities target Planning, Training, and Exercising as well as other additional activities with local, regional and state emergency preparedness and response Staff.

Thank you for your approval of this contract in the amount of \$16,987.00 beginning on July 1, 2015 and ending on June 30, 2016.

DEPARTMENT OR AGENCY NAME  
COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT  
OERP-FHJA

DEPARTMENT OR AGENCY NUMBER  
FAAA

CONTRACT ROUTING NUMBER  
16-79740

AMENDMENT FOR TASK ORDERS #1

This Amendment is made this 1st day of May, 2015, by and between the State of Colorado, acting by and through the DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT, whose address or principal place of business is 4300 Cherry Creek Drive South, Denver, Colorado 80246, hereinafter referred to as the "State"; and, Board of County Commissioners of San Miguel County, (a political subdivision of the state of Colorado)333 West Colorado Avenue Telluride, Colorado 81435 for the use and benefit of San Miguel County Department of Health and Environment, whose address or principal place of business is 333 West Colorado Avenue Telluride, Colorado 81435-9999, hereinafter referred to as the "Contractor".

FACTUAL RECITALS

The parties entered into a Master Contract, dated January 1, 2012, with contract routing number 13 FAA 00047.

Pursuant to the terms and conditions of the Master Contract, the parties entered into a Task Order Contract, dated April 01, 2014, with encumbrance number PO FHJA EPR1567604, collectively referred to herein as the "Original Task Order Contract, whereby the Contractor was to provide to the State the following:

**Contractor shall work with and through state, regional, and local partnerships to achieve emergency preparedness activities. Contractor shall ensure collaboration with the Colorado Department of Public Health and Environment, the Office of Emergency Preparedness and Response, local public health agencies, and regional epidemiologist and generalist staff members within the designated All Hazards Region.**

The State promises to increase the amount of funds to be paid to the Contractor by Sixteen Thousand Nine Hundred Eighty Seven Dollars, (\$16,987.00) for the renewal term of One year ending on June 30, 2016, in exchange for the promise of the Contractor to perform the **increased work** described herein.

**NOW THEREFORE**, in consideration of their mutual promises to each other, stated below, the parties hereto agree as follows:

1. Consideration for this Amendment to the Original Task Order Contract consists of the payments and services that shall be made pursuant to this Amendment, and promises and agreements herein set forth.
2. It is expressly agreed to by the parties that this Amendment is supplemental to the Original Task Order Contract, contract routing number contract routing number 15 FHJA 67604, collectively referred to herein as the Original Contract, which is by this reference incorporated herein. All terms, conditions, and provisions thereof, unless specifically modified herein, are to apply to this Amendment as though they were expressly rewritten, incorporated, and included herein.
3. It is expressly agreed to by the parties that the Original Task Order Contract is and shall be modified, altered, and changed in the following respects only:
  - A. This Contract Amendment is issued pursuant to paragraph 05 of the Original Task Order Contract

identified by contract routing number 15 FHJA 67604. This Amendment is for the **renewal term of July 01, 2015**, through and including **June 30, 2016**. This Amendment modifies the Original Task Order Contract by adding descriptive elements. The following provision modifications are incorporated herein by this reference.

- i. The following information shall be added as a supplement to page 1 of the Task Order Contract:
  - a Contractor DUNS: \*\*\*\*\* (insert)
  - b Classification: Subrecipient
- ii. The following information shall be added as a supplement to Exhibit A, Additional Provisions, of the Task Order Contract:
  - a This award does not include funds for Research and Development.

B. This Amendment is issued pursuant to paragraph 5 of the Original Task Order Contract identified by contract routing number 15 FHJA 67604. This Amendment is for the **renewal term of July 01, 2015**, through and including **June 30, 2016**. The maximum amount payable by the State for the work to be performed by the Contractor during this renewal term is **Sixteen Thousand Nine Hundred Eighty Seven Dollars, (\$16,987.00)** for an amended total financial obligation of the State of **Thirty Three Thousand Five Hundred Fifty Dollars, (\$33,550.00)**. This is an increase of **Sixteen Thousand Nine Hundred Eighty Seven Dollars, (\$16,987.00)** of the amount payable from the previous term. Of the maximum amount for this renewal term **Zero Dollars, (\$0.00)** are attributable to a funding source of the State of Colorado and **Sixteen Thousand Nine Hundred Eighty Seven Dollars, (\$16,987.00)** are attributable to a funding source of the United States Government (see Catalog of Federal Domestic Assistance (CFDA) number \*93.069). The revised **Statement of Work** is incorporated herein by this reference and identified as "**Exhibit D**". The revised **Budget** is incorporated herein by this reference and identified as "**Exhibit E**".

The Original Task Order Contract is modified accordingly. All other terms and conditions of the Original Task Order Contract are reaffirmed.

4. The Effective Date of this Amendment is **July 01, 2015**, or upon approval of the State Controller, or an authorized delegate thereof, whichever is later.
5. Except for the Special Provisions and other terms and conditions of the Master Contract and the General Provisions of the Original Task Order Contract, in the event of any conflict, inconsistency, variance, or contradiction between the terms and provisions of this Amendment and any of the terms and provisions of the Original Task Order Contract, the terms and provisions of this Amendment shall in all respects supersede, govern, and control. The Special Provisions and other terms and conditions of the Master Contract shall always control over other provisions of the Original Task Order Contract or any subsequent amendments thereto. The representations in the Special Provisions to the Master Contract concerning the absence of personal interest of state of Colorado employees and the certifications in the Special Provisions relating to illegal aliens are presently reaffirmed.
6. 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.

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day first above written.

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

CONTRACTOR:

STATE:

BOARD OF COUNTY COMMISSIONERS OF  
SAN MIGUEL COUNTY  
(a political subdivision of the state of Colorado)  
For the use and benefit of  
San Miguel County Department of Health and Environment

STATE OF COLORADO  
John W. Hickenlooper, Governor

\_\_\_\_\_  
Signature of Authorized Officer

By: \_\_\_\_\_  
For the Executive Director  
DEPARTMENT OF PUBLIC HEALTH  
AND ENVIRONMENT

6/9/15  
\_\_\_\_\_  
Date

Joan May  
\_\_\_\_\_  
Print Name of Authorized Officer

Chair  
\_\_\_\_\_  
Print Title of Authorized Officer

PROGRAM APPROVAL:

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

**ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER**

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

STATE CONTROLLER  
Robert Jaros, CPA, MBA, JD

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

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

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**STATEMENT OF WORK**  
 To Original Contract Routing Number 15 FHJA 67604  
 Contract Amendment #4 Routing Number 16 FHJA 79740

These provisions are to be read and interpreted in conjunction with the provisions of the contract specified above.

**I. Entity Name:** San Miguel County Department of Health and Environment  
**Term:** July 1, 2015 – June 30, 2016.

**II. Project Description:**

**Purpose:** The purpose of the aligned 2012-2017 Hospital Preparedness Program (HPP) - Public Health Emergency Preparedness (PHEP) cooperative agreement programs is to provide technical assistance and resources that support state, local, territorial, and tribal public health departments and healthcare systems/organizations in demonstrating measurable and sustainable progress toward achieving public health and healthcare preparedness capabilities that promote prepared and resilient communities.

**Contract Objectives –** The HPP and PHEP cooperative agreements are authorized under Section 319C-1 and 319C-2 of the Public Health Service Act, as amended by the Pandemic and All-Hazards Preparedness Act (PAHPA) of 2006.

**Public Health Emergency Preparedness (PHEP):** CDC has developed 15 capabilities to serve as national public health preparedness standards. CDC's Public Health Preparedness Capabilities: National Standards for State and Local Planning ensures that federal preparedness funds are directed to priority areas within jurisdictions. CDC strongly recommends that awardees prioritize the order of the capabilities in which they intend to invest based upon: 1) their jurisdictional risk assessments, 2) an assessment of current capabilities and gaps, and 3) CDC's recommended tiered strategy for capabilities.

**III. Definitions:**

AAR – After Action Report  
 ASPR – Assistant Secretary for Preparedness and Response  
 CDC – Centers for Disease Control and Prevention  
 CRI – Cities Readiness Initiative  
 CDPHE – Colorado Department of Public Health and Environment  
 CEDRS – Colorado Electronic Disease Reporting Systems  
 CHS – Colorado Inventory Management System  
 CO-SHARE – Colorado State Health Alert and Readiness Exchange  
 CO.TRAIN – Colorado Training Finder for Real-Time Affiliated Integrated Network  
 Contractor and/or Vendor – Any party to which a purchase order is issued  
 DOC – Department Operations Center  
 EPR – Emergency Preparedness and Response  
 FY – Fiscal Year  
 HPP – Hospital Preparedness Program  
 HSEEP – Homeland Security Exercise and Evaluation Program  
 ID – Identification Number  
 JRA - Joint Jurisdictional Risk Assessment  
 LTP – Local Transfer Point  
 L – TAR – Legal Technical Assistance Review  
 MHz – Megahertz  
 MCM - Medical Case Management  
 NORIS – National Outbreak Reporting System  
 OEPR – Office of Emergency Preparedness and Response  
 OMS – Outbreak Management System  
 PAHPA – Pandemic and All-Hazards Preparedness Act  
 POD – Point of Dispensing

PHEOP - Public Health Emergency Operations Plan  
 PHEP – Public Health Emergency Preparedness  
 PIC – Public Information and Communication  
 RSS – Receiving, Staging Storage Warehouse  
 RTP – Regional Transfer Point  
 SRPOC – State Regional Point of Contact  
 STEC - Shiga toxin-producing *E. coli*  
 SNS – Strategic National Stockpile

**IV. Work Plan:**

<b>Goal #1: Increase capacity for preparedness response and recovery in the San Miguel County.</b>	
<b>Objective #1: No later than the expiration date of the Contract, provide public health preparedness response and recovery activities in San Miguel County through planning, training, exercises and real events.</b>	
<b>Primary Activity #1</b>	<b>PLANNING: Participate in Emergency Preparedness and Response planning and planning coordination.</b>
<b>Sub-Activities #1</b>	<ol style="list-style-type: none"> <li>1. The Contractor shall identify and update an annex of their Public Health Emergency Operations Plan (PHEOP), based upon Public Health Emergency Preparedness (PHEP) Capabilities.</li> <li>2. The Contractor shall complete an agency specific Hazard Vulnerability Analysis (HVA), on a template provided by CDPHE.</li> <li>3. The Contractor shall assist their healthcare coalition partners to complete a Joint Risk Assessment (JRA), utilizing resources, JRA online application, and templates as provided by CDPHE.</li> <li>4. The Contractor shall ensure their PHEOP / Communications Annex includes a process for creating, approving and disseminating an Incident Action Plan (IAP) during an incident response.</li> <li>5. The Contractor shall update their Strategic National Stockpile (SNS) Mass Dispensing/Vaccination/Point of Dispensing (POD) Annexes.</li> <li>6. The Contractor shall complete the POD Operational Data Sheet for their jurisdiction using the CDC POD Planning Standards Template.</li> <li>7. The Contractor shall ensure that all LPHAs complete the Site Survey Tab on the Colorado Public Health Emergency IMS Tool in the in the CIIS-SNS Inventory Management System for their POD and hospitals sites.</li> <li>8. The Contractor shall assist CDPHE OEPR Staff in reviewing LPHA Pandemic Annexes based on criteria developed by CDPHE (<b>FOR REGIONAL HOSTING AGENCIES ONLY</b>)</li> <li>9. The Contractor shall update their Continuity of Operations Plan to include all planning elements, as outlined in CDPHE’s Continuity of Operations Plan Development Guidance.</li> <li>10. The Contractor shall establish / update protocol and procedures for processing emergency public health funds to include identification of the appropriate approving authority for emergency / supplemental public health funding.</li> <li>11. The Contractor shall complete, at a minimum, one (1) Colorado Inclusion in Colorado (CICO) Map activity out of the list provided in the 2015-2016 Grant Guidance.</li> <li>12. The Contractor shall identify at least one (1) individual to be the Colorado Volunteer Mobilizer (CVM) administrator for county volunteers.</li> </ol>
<b>Primary Activity #2</b>	<b>TRAINING: Participate in Emergency Preparedness Training and Training Activities</b>
<b>Sub-Activities #2</b>	<ol style="list-style-type: none"> <li>1. The Contractor shall attend Joint Risk Assessment (JRA) training as provided by CDPHE or EPR Regional Staff.</li> <li>2. The Contractor shall participate in a minimum of one (1) training to address a gap or necessary improvement identified in the 2014-15 HCC tabletop exercise.</li> <li>3. The Contractor shall create or update a training and exercise plan, based on identified needs and lessons learned.</li> <li>4. The Contractor shall share their training and exercise plan with healthcare coalition members.</li> <li>5. The Contractor shall participate in or host a mass fatality training.</li> </ol>

	<ol style="list-style-type: none"> <li>6. The Contractor shall participate in (1) CIIS-SNS Inventory Management face-to-face training as provided by regional staff.</li> <li>7. The Contractor shall participate in (1) CIIS-SNS Inventory Management train-the-trainer as provided by CDPHE (FOR REGIONAL HOSTING AGENCIES ONLY)</li> <li>8. The Contractor shall deliver (1) face-to-face CIIS-SNS Inventory Management training to local public health staff (FOR REGIONAL HOSTING AGENCIES ONLY)</li> <li>9. The Contractor shall participate in a CVM administrator webinar.</li> <li>10. The Contractor shall post all hosted trainings into the appropriate CO-SHARE Training Calendar.</li> </ol>
<p><b>Primary Activity #3</b></p>	<p><b>EXERCISING / DRILLS:</b> Participate in Emergency Preparedness and Response exercises and drills.</p>
<p><b>Sub-Activities #3</b></p>	<ol style="list-style-type: none"> <li>1. The Contractor shall participate in a healthcare coalition based functional exercise planning meeting to assist in the modification of exercise documentation, provided by CDPHE.</li> <li>2. The Contractor shall modify all necessary functional exercise documentation templates to reflect HCC and agency needs.</li> <li>3. The Contractor shall assist CDPHE in marketing the functional exercise to community response partners, as well as internally within the HCC.</li> <li>4. The Contractor shall recruit volunteers to serve in specific roles for the Functional Exercise, as defined by CDPHE, by their exercise date.</li> <li>5. The Contractor shall participate in the planning and implementation of one (1) Regional Transfer Point Drill, to include the CIIS-SNS IMS, as coordinated by CDPHE (FOR REGIONAL HOSTING AGENCIES ONLY)</li> <li>6. The Contractor shall participate in one- (1) functional exercise sponsored by CDPHE, including healthcare coalition partners.</li> <li>7. The Contractor shall initiate quarterly Regional / local communication drills.</li> <li>8. The Contractor shall complete an after action report survey, including improvement plan elements, based on completed functional exercise.</li> <li>9. The Contractor shall participate in the planning and implementation of one (1) Regional Transfer Point Functional exercise, the CIIS-SNS Inventory Management System (IMS), as coordinated by CDPHE.</li> <li>10. The Contractor shall complete the following two (2) operational drills for one (1) Open POD site in each county that includes -- <i>Staff Notification, Site Activation or Facility Set-Up</i> -- OR complete one (1) Open POD functional or full-scale exercise.</li> <li>11. The Contractor shall participate in two (2) tactical communications drills initiated by CDPHE focusing on CDPHE DOC to Local POD and RSS to RTP/LTP communication via 800MHz radio and cell phone equipment.</li> <li>12. The Contractor shall participate in a minimum of two (2) DOC/RTP/LTP to POD communications drills initiated by the agency.</li> <li>13. The Contractor shall post all hosted exercise / drills into the appropriate CO-SHARE Exercise Calendar.</li> </ol>
<p><b>Primary Activity #4</b></p>	<p><b>ADDITIONAL ACTIVITIES:</b> Coordinate collaborative activities with local, regional and state emergency preparedness and response staff.</p>
<p><b>Sub-Activities #4</b></p>	<ol style="list-style-type: none"> <li>1. The Contractor shall act as a liaison between CDPHE and EPR Regional Staff to local community preparedness associates.</li> <li>2. The Contractor shall use CDPHE-provided evaluation tools to collect CDPHE and federally specified data, including surveys, upon request.</li> <li>3. The Contractor shall coordinate and participate in site visits as requested by CDPHE.</li> <li>4. The Contractor shall participate in workshops, conferences, mandatory meetings, and communication drills as requested by CDPHE.</li> <li>5. The Contractor shall participate in work groups as requested by CDPHE.</li> <li>6. The Contractor shall seek planning, training, exercise and other emergency preparedness and response technical assistance from EPR Regional Staff and CDPHE OEPR as needed.</li> </ol>

**Standards and Requirements**

1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates.
2. Mass Dispensing/Vaccination/Point of Dispensing (POD) Annex update shall be based upon the 2015 POD Plan Review with new Medical Countermeasure Operational Readiness Review (MCM ORR) criteria.
3. The Contractor shall include all planning elements, outlined in CDPHE's Continuity of Operations Plan Development Guidance, in their updated Continuity of Operations Plan.
4. The Contractor is required to modify all Functional exercise documentation, provided by CDPHE, as a Healthcare Coalition.
5. Regions must come to an agreement on what date of play shall be chosen, as all regional partners are expected to "play" on the same day. If the date selection has not been made by September 1, 2015 then remaining regions who have not chosen a date, will be assigned a date of play.
6. The list of available "dates of play" will be listed within CDPHE Grant guidance. These dates will remain available on a first come, first served basis. It is recommended that regions begin discussions early to make date selections, and have regional staff inform their SRPOC as soon as the date is selected, in order to guarantee availability.
7. The EPR Regional Staff will coordinate and report Functional Exercise date selection information to the State Regional Point of Contact (SRPOC) for the entire region.
8. Functional Exercise marketing must include, but is not limited to, distribution of marketing materials, encouraging partners to participate, collaborating with other HCCs on marketing.
9. The Contractor shall utilize the Functional Exercise scenario and associated templates as provided by CDPHE. These templates should be modified to better reflect local exercise needs.
10. Functional exercise play will take place regionally. Regions are not expected to respond as a region, but all HCC partners within the region will participate in exercise play on the same date, as chosen by HCC partners within the region.
11. It is expected that all Healthcare Coalition partners shall take part in Functional Exercise play, whether by activating internal emergency operations, or participating with another partner agency.
12. The Contractor is required to utilize Homeland Security Exercise Evaluation Program (HSEEP) guidance for any exercise development and implementation or for real event documentation.
13. Necessary Functional Exercise documentation includes, at a minimum, the following documents: Exercise Plan (ExPlan), Exercise Evaluation Guides (EEGs), Master Scenario Events List, Exercise Power Point presentations (PPT), Exercise marketing fliers.
14. As part of the functional exercise, volunteers may be needed to serve in the following roles: evaluators, controllers, exercise role players, SimCell volunteers (if agency chooses to have a SimCell). Contractors shall work with HCC partners to identify community members who can serve in these roles.
15. The Contractor shall ensure that appropriate Regional Emergency Preparedness and Response Staff time and resources are allocated to support all identified activities for all local agencies within the region.
16. The Contractor shall utilize CIIS SNS Inventory Management training materials to deliver instruction to local public health staff as developed by CDPHE.
17. The Contractor shall utilize the POD Operational Drill templates as developed by CDC for the POD drills.
18. If Contractor elects to complete a Functional or Full Scale POD exercise, an After Action Report and Improvement Plan must be submitted.
19. Any communication drills should be reported utilizing the Drill Reporting Template, as provided by CDPHE.

EXHIBIT D

	<p>20. The Contractor is responsible for working with EPR Regional Staff to ensure local staffing and other support (partner, logistics) for the Regional/Local Transfer Point that would support their county in the event of a medical countermeasure emergency.</p> <p>21. The Contractor shall post all hosted trainings into CO.TRAIN.</p>	
<b>Expected Results of Activity(s)</b>	Increase capacity for preparedness response and recovery in the San Miguel County.	
<b>Measurement of Expected Results</b>	<p>1. Measures of Public Health Emergency Operations Plans effectiveness and validity will be evaluated per the performance measures for PHEP and HPP capabilities – resources to reference include:</p> <ul style="list-style-type: none"> <li>a. PHEP Performance Measures Specifications and Implementation Guidance</li> <li>b. Hospital Preparedness Program (HPP) Performance Measure Manual.</li> </ul> <p>2. Exercises and drills will be evaluated through After Action Reports and Improvement Plans to determine plan or system response readiness</p>	
<b>Completion Date</b>		
<b>Deliverables</b>	1. The Contractor shall upload their updated PHEOP annex(es) into the appropriate CO-SHARE folder.	June 1, 2016
	2. The Contractor shall upload their updated PHEOP / Communications annex which includes an updated process for creating, approving and disseminating an Incident Action Plan to the appropriate CO-SHARE Folder.	June 1, 2016
	3. The Contractor shall upload the updated Mass Dispensing/ Vaccination/ POD Annex to CO-SHARE under their County PHEOP POD Annex folder.	June 1, 2016
	4. The Contractor shall upload the completed POD Planning Standards Template in CO-SHARE.	June 1, 2016
	5. The Contractor shall upload the completed Site Survey tab on the Colorado Public Health Emergency Inventory Management System (IMS) Tool (in CIIS) into the appropriate CO-SHARE folder.	October 31, 2015
	6. The Contractor shall upload CO.TRAIN course number and training roster of local public health staff completing the CIIS-SNS IMS training to the appropriate CO-SHARE folder ( <b>FOR REGIONAL HOSTING AGENCIES ONLY</b> )	June 1, 2016
	7. The contractor shall upload their updated Continuity of Operations Plan to the appropriate CO-SHARE Grant Reporting folder.	February 15, 2016
	8. The Contractor shall upload their established or updated protocol and procedures for processing emergency public health fund to CO-SHARE.	June 1, 2016
	9. The Contractor shall post to CO-SHARE which Colorado Inclusion Mapping activity (CICO) was completed.	February 15, 2016
	10. The Contractor shall submit the name and contact information of the individual within the county that is the Colorado Volunteer Mobilizer (CVM) administrator to the appropriate CO-SHARE folder.	December 15, 2015
	11. The Contractor shall upload a certificate of completion of CVM Webinar to the appropriate CO-SHARE folder.	April 1, 2016
	12. The Contractor shall upload a completed agency specific Hazard Vulnerability Analysis (HVA) into the Joint Risk Assessment system, and indicate completion of the activity on the Grant Reporting Spreadsheet.	Within two weeks following JRA training, no later than December 31, 2015.
	13. The Contractor shall upload one complete CDPHE JRA Template	June 1, 2016

EXHIBIT D

	per coalition to CO-SHARE.	
14.	The Contractor shall upload verification of participation in a training related to a gap identified in the 2014-15 HCC tabletop exercise to the appropriate CO-SHARE folder.	June 15, 2016
15.	The Contractor shall upload their updated training and exercise plan to the appropriate CO-SHARE Folder.	February 1, 2016
16.	The Contractor shall upload an HCC Agenda indicating training and exercise plans were discussed to the appropriate CO-SHARE folder.	June 1, 2016
17.	The Contractor shall upload verification of participation in or hosting of a mass fatality training to the appropriate CO-SHARE folder.	June 1, 2016
18.	The Contractor shall upload verification of participation in one (1) train-the-trainer for the CHS-SNS Inventory Management System. <b>(FOR REGIONAL HOSTING AGENCIES ONLY)</b>	June 1, 2016
19.	The Contractor shall upload verification of participation in one (1) CHS-SNS Inventory Management face-to-face training as provided by regional staff to the appropriate CO-SHARE folder.	June 1, 2016
20.	The Contractor shall participate in a healthcare coalition based functional exercise planning meeting to assist in the selection of one or more optional functional exercise objective, from a list provided by CDPHE.	October 1, 2015
21.	The Contractor shall modify all necessary functional exercise documentation templates, as provided by CDPHE, to reflect HCC and agency needs as well as selected optional exercise objective/s.	June 1 2016
22.	The Contractor shall recruit volunteers to serve in specific roles, as defined by CDPHE, during their exercise date of play.	September 1, 2015.
23.	The Contractor shall assist CDPHE in marketing the functional exercise to community response partners, as well as internally within the HCC.	No later than one month prior to the selected regional date of play Or June 1, 2016
24.	The Contractor shall participate in one functional exercise sponsored by CDPHE, including healthcare coalition partners.	No later than one month prior to the selected regional date of play Or June 1, 2016
25.	The Contractor shall complete an after action report survey including improvement plan elements based on completed functional exercise.	No later than one month after exercise completion Or June 1, 2016
26.	The Contractor shall upload agency attendance sheets following the RTP / LTP Functional Exercises conducted by CDPHE, to the appropriate CO-SHARE folder.	June 1, 2016
27.	The Contractor shall upload drill report template for two (2) tactical communications focusing on CDPHE DOC to Local POD and RSS to RTP/LTP communication via 800MHz radio and cell phone equipment.	June 1, 2016
28.	The Contractor shall upload drill report template for a minimum of two (2) DOC/RTP/LTP to POD communications drills initiated by the agency.	June 1, 2016

	<p>29. The Contractor shall upload the completed:</p> <p>a. POD Drill Report Templates into the appropriate CO-SHARE Folder if POD drill activity was completed</p> <p>OR</p> <p>b. After Action Report and Improvement Plan if a POD Functional Exercise was completed.</p>	<p>No later than June 1, 2016.</p>
	<p>30. The Contractor shall complete the Drill Report Template in CO-SHARE.</p>	<p>Within 30 days of the drill No Later than June 1, 2016.</p>
	<p>31. The Contractor shall post all hosted trainings and exercises on the appropriate CO-SHARE Training and Exercise calendars.</p>	<p>At least two weeks prior to training or June 1, 2016.</p>

**V. Monitoring:**

CDPHE’s monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the Contract Monitor. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports and other fiscal and programmatic documentation as applicable. The Contractor’s performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

**VI. Resolution of Non-Compliance:**

The Contractor will be notified in writing within (30) calendar days of discovery of a compliance issue. Within (30) calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and time line for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the time line, the Contractor must email a request to the Grants Branch Manager and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure time lines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

**Budget**  
**To Task Order Dated 04/01/2012 - Contract Routing Number 15 FHJA 67604**  
**Contract Amendment #1 Routing Number 16 FHJA 79740**

**San Miguel County Department of Health and Environment**  
**Fiscal Year 2015 – 2016 Budget**

**County Budget**

<b>Personnel</b>				
<u>Title:</u>	<u>Annual/Hourly</u> <u>/Salary Rate &amp;</u> <u>Fringe</u>	<u># of</u> <u>Mont</u> <u>hs</u>	<u>% of</u> <u>Time</u> <u>FTE</u>	<u>Cost</u>
EPR Coordinator	\$16,987.00	12	1.00	\$16,987.00
<b>Personnel Budget Total:</b>				<b>\$16,987.00</b>
<b>Supplies/Operating/Other Direct Expenses</b>				
<u>Description</u>	<u>Cost</u>			
<b>Supplies/Operating/Direct Costs Budget Total:</b>				<b>\$0.00</b>
<b>Travel (In-State/Out-of-State)</b>				
<u>Description</u>	<u>Cost</u>			
<b>Travel Budget Total:</b>				<b>\$0.00</b>
<b>Consultant/Contractual</b>				
<u>Description</u>	<u>Cost</u>			
<b>Contractual/Consultant Budget Total:</b>				<b>\$0.00</b>
<b>Direct Costs Budget Total:</b>				<b>\$16,987.00</b>
<b>Administrative/Indirect Cost</b>				
<b>Indirect: 10% of Direct Salaries and Wages including Fringe Benefits</b>				<b>\$0.00</b>
<b>BUDGET TOTAL:</b>				<b>\$16,987.00</b>



**San Miguel County Department of Health and Environment**

**6-3-2015**

To: BOCC

From: June

RE: APPROVAL FOR LOCAL PUBLIC HEALTH CONTRACT

AMOUNT: \$49,918.00

FISCAL YEAR: JULY 1, 2015 – JUNE 30, 2016

Attached please find the Local Public Health Contract beginning July 1, 2015 to June 30, 2016 in the amount of \$49,918.00.

The purpose of this contract is to continue to support and strengthen Colorado's public health system by ensuring core public health services in San Miguel County. This contract aids in optimizing the health and well being of mothers and children by employing primary prevention and early intervention utilizing the development of public health strategies.

Activities for this contract include providing information and resources for community partners and families of children and youth with special health care needs. San Miguel County will also conduct individual, case specific, multidisciplinary reviews of child fatalities assigned to a local child fatality prevention review team based on the coroner's jurisdiction. Other activities for this contract included promotion of evidence-based injury and violence prevention strategies for the implementation of the Colorado Child Fatality Prevention System.

Other duties and activities for this contract include conducting regulatory inspections of retail food establishments in accordance with state laws, regulations and standards and uniformly implement and administer the Food Protection Act. San Miguel County will comply with the rules and regulations governing the health and sanitation of child care facilities, school labs and all other regulations issued by DEHS and participate in individual and statewide trainings offered by DEHS.

Thank you for your approval of this contract in the amount of \$49,918.00

June Nepsky FNP-BC  
Director

DEPARTMENT OR AGENCY NAME  
COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT  
OFFICE OF PLANNING AND PARTNERSHIPS

DEPARTMENT OR AGENCY NUMBER  
FAAA

CONTRACT ROUTING NUMBER  
16-78548

AMENDMENT FOR TASK ORDERS #3

This Amendment is made this 15 day of April, 2015, by and between the State of Colorado, acting by and through the DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT, whose address or principal place of business is 4300 Chery Creek Drive South, Denver, Colorado 80246, hereinafter referred to as the "State;" and, BOARD OF COUNTY COMMISSIONERS OF SAN MIGUEL COUNTY (a political subdivision of the State of Colorado) for the use and benefit of the SAN MIGUEL COUNTY DEPARTMENT OF HEALTH AND ENVIRONMENT, whose address or principal place of business is 333 West Colorado Avenue, Telluride, Colorado 81435-9999, hereinafter referred to as the "Contractor."

FACTUAL RECITALS

The parties entered into a Master Contract, dated January 17, 2012, with contract routing number 13 FAA 00047.

Pursuant to the terms and conditions of the Master Contract, the parties entered into a Task Order Contract, dated April 1, 2012, with encumbrance number PO FAA OPP1342847, and contract routing number 13 FAA 42847, as amended by Amendment for Task Orders #1, contract routing number 13 FAA 50328, Option Letter #1, contract routing number 14 FAA 55625 and Amendment for Task Orders #2, contract routing number 15 FAA 67683, collectively referred to herein as the "Original Task Order Contract," whereby the Contractor was to provide to the State the following:

Provide support for public health services, as established by the State Board of Health pursuant to §25-1-503(1), C.R.S. and in accordance with Section §25-1-512 C.R.S. and Section §24-75.1104.5 (1.5) (a) (IV) C.R.S. The district public health agency shall participate in assessment and planning efforts at the state, regional, and local level facilitated by the Office of Planning of Partnerships. These efforts shall include maintaining and improving local capacity to provide services as established by the State Board of Health.

The State promises to increase the amount of funds to be paid to the Contractor by Forty-Nine Thousand, Nine Hundred Nineteen Dollars, (\$49,918.00) for the renewal term of 1 year, ending on June 30, 2016, in exchange for the promise of the Contractor to perform the increased work described herein.

**NOW THEREFORE**, in consideration of their mutual promises to each other, stated below, the parties hereto agree as follows:

1. Consideration for this Amendment to the Original Task Order Contract consists of the payments and services that shall be made pursuant to this Amendment, and promises and agreements herein set forth.
2. It is expressly agreed to by the parties that this Amendment is supplemental to the Original Task Order Contract, contract routing number 13 FAA 42847, as amended by Amendment for Task Orders #1, contract routing number 13 FAA 50328, Option Letter #1, contract routing number 14 FAA 55625 and Amendment for Task Orders #2, contract routing number 15 FAA 67683, collectively referred to herein as the Original Contract, which is by this reference incorporated herein. All terms, conditions, and provisions thereof, unless specifically modified herein, are to apply to this Amendment as though they were expressly rewritten, incorporated, and included herein.
3. It is expressly agreed to by the parties that the Original Task Order Contract is and shall be modified,

altered, and changed in the following respects only:

- A. This Contract Amendment is issued pursuant to paragraph 5 of the Original Task Order Contract identified by contract routing number 13 FAA 42847. This Amendment is for the **renewal term of July 1, 2015**, through and including **June 30, 2016**. This Amendment modifies the Original Task Order Contract by adding descriptive elements. The following provision modifications are incorporated herein by this reference.
- i. The following information shall be added as a supplement to page 1 of the Task Order Contract:
    - a. Contractor DUNS: 014856074
    - b. Classification: Subrecipient
  - ii. The following information shall be added as a supplement to Exhibit A, Additional Provisions, of the Task Order Contract:
    - a. This award does not include funds for Research and Development.
- B. This Amendment is issued pursuant to paragraph 5 of the Original Task Order Contract identified by contract routing number 13 FAA 42847. This Amendment is for the **renewal term of July 1, 2015**, through and including **June 30, 2016**. The maximum amount payable by the State for the work to be performed by the Contractor during this **renewal term is Forty-Nine Thousand, Nine Hundred Nineteen Dollars, (\$49,918.00)** for an amended **total financial obligation of the State of One Hundred Eighty Thousand, Seven Hundred Seven Dollars, (\$180,707.00)**. This is an increase of **Forty-Nine Thousand, Nine Hundred Nineteen Dollars, (\$49,918.00)** of the amount payable from the previous term. Of the maximum amount for this **renewal term Forty-One Thousand, Eight Hundred Dollars, (\$41,800.00)** are attributable to a funding source of the State of Colorado and **Eight Thousand, One Hundred Eighteen Dollars, (\$8,118.00)** are attributable to a funding source of the United States Government (see Catalog of Federal Domestic Assistance (CFDA) number 93.994). Of the amended **total financial obligation of the State referenced above One Hundred Fifty-Seven Thousand, Five Hundred Fifty-Two Dollars, (\$157,552.00)** are attributable to a funding source of the State of Colorado and **Twenty-Three Thousand, One Hundred Fifty-Five Dollars, (\$23,155.00)** are attributable to a funding source of the United States Government. The revised **Statement of Work** is incorporated herein by this reference and identified as "**Exhibit G**". The revised **Budget** is incorporated herein by this reference and identified as "**Exhibit H**".

The Original Task Order Contract is modified accordingly. All other terms and conditions of the Original Task Order Contract are reaffirmed.

- 4. The Effective Date of this Amendment is July 1, 2015, or upon approval of the State Controller, or an authorized delegate thereof, whichever is later.
- 5. Except for the Special Provisions and other terms and conditions of the Master Contract and the General Provisions of the Original Task Order Contract, in the event of any conflict, inconsistency, variance, or contradiction between the terms and provisions of this Amendment and any of the terms and provisions of the Original Task Order Contract, the terms and provisions of this Amendment shall in all respects supersede, govern, and control. The Special Provisions and other terms and conditions of the Master Contract shall always control over other provisions of the Original Task Order Contract or any subsequent amendments thereto. The representations in the Special Provisions to the Master Contract concerning the absence of personal interest of state of Colorado employees and the certifications in the Special Provisions relating to illegal aliens are presently reaffirmed.
- 6. 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.

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day first above written.

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

CONTRACTOR:

STATE:

BOARD OF COUNTY COMMISSIONERS OF  
SAN MIGUEL COUNTY (a political subdivision of  
the State of Colorado) for the use and benefit of the  
SAN MIGUEL COUNTY DEPARTMENT OF  
HEALTH AND ENVIRONMENT

STATE OF COLORADO  
John W. Hickenlooper, Governor

\_\_\_\_\_  
Signature of Authorized Officer

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

6/9/15

For the Executive Director  
DEPARTMENT OF PUBLIC HEALTH  
AND ENVIRONMENT

Date

\_\_\_\_\_  
Joan May

Print Name of Authorized Officer

Chair

Print Title of Authorized Officer

PROGRAM APPROVAL:

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

**ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER**

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

STATE CONTROLLER  
Robert Jaros, CPA, MBA, JD

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

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

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**STATEMENT OF WORK**  
**To Task Order - Contract Routing Number 13 FAA 42847**  
**Contract Amendment #3 Routing Number 16 FAAA 78548**

These provisions are to be read and interpreted in conjunction with the provisions of the contract specified above.

**I. Project Description:**

Local public health agencies are essential to the provision of quality and comprehensive public health services throughout the state and are critical partners with the Colorado Department of Public Health and Environment in maintaining a strong public health system. Each local public health agency shall assure the provision of Core Public Health Services within their jurisdiction. The scope of the provision of each Core Public Health Service is determined at the local level, and may differ across agencies based on community needs, priorities, funding and capacity. The Office of Planning and Partnerships and the local public health agency are accountable in assuring state moneys are being used effectively to provide Core Public Health Services.

**II. Definitions:**

- CDPHE: Colorado Department of Public Health and Environment
- CDS: CYSHCN Data System
- CFPS: Child Fatality Prevention System
- CYSHCN: Children and Youth with Special Health Care Needs
- DEHS: Division of Environmental Health and Sustainability
- DHD: Digital Health Department
- HACCP: Hazard Analysis Critical Control Points
- HCP: Program for Children and Youth with Special Health Care Needs
- MCH: Maternal and Child Health
- VNRFPS: Voluntary National Retail Food Regulatory Program Standards

**III. Work Plan:**

**A. Local Planning and Support**

<b>Goal #1:</b> Strengthen Colorado's public health system by ensuring core public health services are available statewide.	
<b>Objective #1:</b> No later than the expiration of the contract, the contractor shall provide support for Core Public Health Services.	
<b>Primary Activity #1</b>	The Contractor shall provide or assure the provision Core Public Health Services within their jurisdiction.
<b>Sub-Activities #1</b>	1. The Contractor shall participate in assessment and planning efforts at the state, regional and local level facilitated by the Office of Planning and Partnerships. These efforts shall assist in defining the core services delivery appropriate to meet local needs and in identifying strategies to improve local health outcomes.
<b>Standards and Requirements</b>	<ol style="list-style-type: none"> <li>1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates.</li> <li>2. The Contractor shall comply with the <i>Core Public Health Services Rule 6 CCR 1014-7</i>. This document is incorporated and made part of this contract by reference and is available on the following website: <a href="http://www.sos.state.co.us/CCR/Welcome.do">http://www.sos.state.co.us/CCR/Welcome.do</a>.</li> <li>3. The Contractor shall be guided by <i>Colorado Minimum Quality Standards for Public Health Services 6CCR 1014-9</i>. This document is incorporated and made part of this contract by reference and is available on the following website: <a href="http://www.sos.state.co.us/CCR/Welcome.do">http://www.sos.state.co.us/CCR/Welcome.do</a>.</li> <li>4. The Contractor shall contribute funding for its local health services as determined necessary by the Contractor to meet their local health needs.</li> </ol>

	5. CDPHE will compile data that has been provided by the Contractor to other CDPHE programs to verify services provided or assured.	
<b>Expected Results of Activity(s)</b>	Increase or maintain core public health services within the Contractor's jurisdiction to meet local needs.	
<b>Measurement of Expected Results</b>	Data provided in the Contractor annual report provides evidence of the services provided or assured through another local public health agency and how these services are funded. Additional data is provided at the program level to CDPHE.	
		<b>Completion Date</b>
<b>Deliverables</b>	The Contractor shall submit an annual report via email to the Administrative Manager in a format provided the Office of Planning and Partnerships.	No later than April 30th

**B. Maternal and Child Health Services**

<b>Goal #1:</b> Optimize the health and well-being of mothers and children by employing primary prevention and early intervention public health strategies.		
<b>Objective #1:</b> No later than the expiration of the contract, the Contractor shall identify and address maternal and child health needs within their county jurisdiction to improve the health and well-being of mothers and children.		
<b>Primary Activity #1</b>	The Contractor shall ensure the implementation of activities to improve the health and well-being of mothers and children.	
<b>Sub-Activities #1</b>	<ol style="list-style-type: none"> <li>1. The Contractor shall complete the Maternal and Child Electronic Health Planning Form, including identification of optional priority(ies) and strategy(ies) to be implemented.</li> <li>2. The Contractor shall meet with internal partners to identify ongoing areas of alignment between MCH and local public health improvement plan strategies, with the goal of accelerating the achievement of mutual objectives.</li> <li>3. The Contractor shall implement activities to impact the MCH priority indicated on the Maternal and Child Health Electronic Planning Form, if applicable.</li> <li>4. The Contractor shall participate in a minimum of two progress check-in calls with their MCH consultant.</li> <li>5. The Contractor shall complete the MCH portion of the Office of Planning and Partnership's Local Planning and Support Annual Report.</li> </ol>	
<b>Primary Activity #2</b>	The Contractor shall provide information and resources for community partners and families of children and/or youth with special health care needs, within their agreed upon jurisdiction.	
<b>Primary Activity #3</b>	If HCP is selected on the most recently submitted MCH Electronic Planning Form, the Contractor shall implement HCP, a Program for Children and Youth with Special Health Care Needs, within their agreed upon jurisdiction.	
<b>Sub-Activities #3</b>	<ol style="list-style-type: none"> <li>1. The Contractor shall complete the HCP Electronic Planning Form.</li> <li>2. The Contractor shall conduct outreach to community organizations to establish connections and strengthen referral systems with HCP.</li> <li>3. The Contractor shall provide the HCP model of care coordination.</li> <li>4. The Contractor shall have the option to participate in HCP statewide meetings every other month as scheduled.</li> <li>5. The Contractor shall participate in a progress check-in call with their HCP consultant to</li> </ol>	

	review their annual HCP Electronic Planning Form.	
<b>Standards and Requirements</b>	<ol style="list-style-type: none"> <li>1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates.</li> <li>2. The Contractor's work shall be guided by the MCH priority local action plans that correspond with their selected priorities. This information is located on the MCH website <a href="http://www.mchcolorado.org">www.mchcolorado.org</a> and incorporated and made part of this contract by reference.</li> <li>3. The Contractor shall comply with HCP policies and guidelines, if HCP is selected on the MCH Electronic Planning Form. This information is located on the HCP website <a href="http://www.hcpcolorado.org">http://www.hcpcolorado.org</a> and incorporated and made part of this contract by reference.</li> <li>4. The Contractor shall use the MCH Electronic Planning Form, as referenced in the sub-activities, located on the CDPHE Maternal and Child Health Program planning web page <a href="https://www.colorado.gov/cdphe/maternal-and-child-health-planning">https://www.colorado.gov/cdphe/maternal-and-child-health-planning</a>. This form is incorporated and made part of this contract by reference.</li> <li>5. The Contractor shall use the HCP Electronic Planning Form located on the CDPHE Maternal and Child Health Program planning web page <a href="https://www.colorado.gov/cdphe/maternal-and-child-health-planning">https://www.colorado.gov/cdphe/maternal-and-child-health-planning</a>. This form is incorporated and made part of this contract by reference.</li> </ol>	
<b>Expected Results of Activity(s)</b>	Increase or maintain the health status and needs of the maternal and child population within the Contractor's jurisdiction.	
<b>Measurement of Expected Results</b>	<p>The expected results will be measured based on selections made to the MCH and HCP Electronic Planning Forms. All listed expected results may not apply.</p> <ol style="list-style-type: none"> <li>1. Performance toward MCH objectives (Objective 1) shall be measured through completion of the MCH portion of the Office of Planning and Partnership's Local Planning and Support Contract electronic annual report.</li> <li>2. The Contractor meets at least 75% of their information and resource target in their annual HCP Electronic Planning Form.</li> <li>3. The Contractor meets at least 75% of their care coordination target in their annual HCP Electronic Planning Form.</li> <li>4. Data contained in CDS provides evidence of the children and/or youth provided with HCP care coordination services.</li> </ol>	
		<b>Completion Date</b>
<b>Deliverables</b>	1. The contractor shall submit the MCH Planning Form for the next contract period to the CDPHE Public Health Nurse Consultant via email.	No later than June 1 <sup>st</sup>
	2. The Contractor shall submit the HCP Electronic Planning Form for the next contract period to the CDPHE Public Health Nurse Consultant via email.	No later than June 1 <sup>st</sup>
	3. The Contractor shall submit the HCP Annual Report provided by CDPHE to the HCP Consultant electronically.	No later than June 30 <sup>th</sup>

C. Child Fatality Prevention System

<b>Goal #1:</b> Reduce the number of child deaths in Colorado due to the following causes: undetermined, unintentional injury, violence, motor vehicle incidents, child abuse and neglect, sudden unexpected infant deaths, and suicide.	
<b>Objective #1:</b> The Contractor shall conduct individual, case-specific, multidisciplinary reviews of child fatalities assigned to the local child fatality prevention review team.	
<b>Primary Activity #1</b>	The Contractor shall conduct individual, case-specific, multidisciplinary reviews of child fatalities assigned to the local child fatality prevention review team based on coroner's jurisdiction.
<b>Sub-Activities #1</b>	<ol style="list-style-type: none"> <li>1. The Contractor shall access the Death Certificate File Transfer Protocol (FTP) Website on a monthly basis to obtain death certificates for each child fatality assigned to the local child fatality review team.</li> <li>2. The Contractor shall gather case records from the coroner's office, law enforcement agencies, department of human services, hospitals, and other agencies for each child fatality assigned to the local child fatality review team.</li> <li>3. The Contractor shall abstract critical data from case records and enter the data into the National Center Data Collection Website for each child fatality assigned to the local child fatality review team.</li> <li>4. The Contractor shall develop case summaries for the purpose of completing the "Narrative" section (Section M) of the National Center Data Collection Website for each child fatality assigned to the local child fatality review team.</li> <li>5. The Contractor shall coordinate and facilitate local child fatality review team meetings with multidisciplinary local child fatality review team members to conduct individual, case-specific reviews of child fatalities for the purpose of discussing and identifying prevention recommendations in the "Review Meeting Process" section (Section L) of the National Center Data Collection Website.</li> <li>6. No later two months after reviewing a child fatality, the Contractor shall complete data entry for Sections A-N and click "Data entry completed" of the National Center Data Collection Website for each child fatality assigned to the local child fatality review team.</li> </ol>
<b>Objective #2:</b> No later than the expiration date of this contract, the Contractor shall participate in statewide efforts to implement the Colorado Child Fatality Prevention System (CFPS).	
<b>Primary Activity #1</b>	The Contractor shall promote evidence-based injury and violence prevention strategies.
<b>Sub-Activities #1</b>	<ol style="list-style-type: none"> <li>1. The Contractor shall provide input and vote on state-level prevention recommendations to be prioritized by the CFPS State Review Team for the CFPS annual legislative report.</li> <li>2. The Contractor shall apply a public health approach to identify trends and patterns of child fatalities using local child fatality prevention review team data reports.</li> <li>3. The Contractor shall apply a public health approach to identify prevention strategies and systems improvements to implement at the local level.</li> <li>4. The Contractor shall implement evidence-based child fatality prevention strategies and system improvements at the local level.</li> <li>5. The Contractor shall complete the Prevention Strategies Tracking Form for any prevention strategies and system improvements that are promoted and implemented at the local level.</li> </ol>
<b>Primary Activity #2</b>	The Contractor shall participate in training opportunities facilitated by CFPS support staff at CDPHE.

<p><b>Sub-Activities #2</b></p>	<ol style="list-style-type: none"> <li>1. The Contractor shall attend the annual local coordinator training hosted by CFPS support staff at CDPHE.</li> <li>2. The Contractor shall participate in web-based trainings facilitated by CFPS support staff at CDPHE.</li> </ol>
<p><b>Primary Activity #3</b></p>	<p>The Contractor shall participate in statewide evaluation of the Colorado CFPS and complete state-level data collection tools and surveys.</p>
<p><b>Sub-Activities #3</b></p>	<ol style="list-style-type: none"> <li>1. The Contractor shall complete and submit the Local CFPS Annual Survey on an annual basis.</li> </ol>
<p><b>Standards and Requirements</b></p>	<ol style="list-style-type: none"> <li>1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The Contractor shall monitor documents and website content for updates and comply with all updates.</li> <li>2. The Contractor shall comply with the Child Fatality Prevention Act C.R.S. 25-20.5-404-409. This document is incorporated and made part of this contract by reference and is available on the following website <a href="http://www.sos.state.co.us/CCR/Welcome.do">http://www.sos.state.co.us/CCR/Welcome.do</a>.</li> <li>3. The Contractor shall adhere to processes and policies outlined in the Colorado Child Fatality Prevention System (CFPS) Operations Manual to conduct individual, case-specific review of fatalities; identify prevention recommendations; and enter information regarding the child fatality into the National Center Data Collection Website. This document is incorporated and made part of this contract by reference and is available on the following website <a href="http://www.cochildfatalityprevention.com/p/cfps-operations-manual.html">http://www.cochildfatalityprevention.com/p/cfps-operations-manual.html</a>.</li> <li>4. Reviewable child fatalities include one or more of the following causes: undetermined causes, unintentional injury, violence, motor vehicle incidents, child abuse/neglect, sudden unexpected infant death (SUID), and suicide.</li> <li>5. The Contractor shall maintain access and ensure the Local Child Fatality Prevention Review Team Coordinator has login credentials to the Death Certificate File Transfer Protocol (FTP) Website and the National Center Data Collection Website <a href="https://www.cdrdata.org/auth/login">https://www.cdrdata.org/auth/login</a>.</li> <li>6. CDPHE will assign child fatalities for review to the Contractor based on the coroner's jurisdiction using the Death Certificate File Transfer Protocol (FTP) Website on a monthly basis. This website content is incorporated and made part of this contract by reference and is accessible at <a href="https://secft2.dphe.state.co.us/thinclient/Login.aspx">https://secft2.dphe.state.co.us/thinclient/Login.aspx</a>.</li> <li>7. The Contractor shall complete individual, case-specific, multidisciplinary reviews and data entry of child fatalities.</li> <li>8. CDPHE will conduct quality assurance checks as defined on the Colorado Child Fatality Prevention website on the data entered into the National Center Data Collection Website for child fatalities reviewed by the Contractor. This information is incorporated and made part of this contract by reference and is available on the following website <a href="http://www.cochildfatalityprevention.com/">http://www.cochildfatalityprevention.com/</a>.</li> <li>9. The Contractor shall request technical assistance and training from the CFPS support staff at CDPHE by completing and submitting an online form. This form is incorporated and made part of this contract by reference and is available on the following website <a href="http://www.cochildfatalityprevention.com/p/contact-cfps-staff.html">http://www.cochildfatalityprevention.com/p/contact-cfps-staff.html</a>.</li> <li>10. CDPHE will analyze and aggregate child fatality data and disseminate this data to the</li> </ol>

	<p>Contractor in local child fatality prevention review team data reports. In addition, CDPHE will provide information and resources for evidence-based injury and violence prevention strategies and will make this information available on the Colorado Child Fatality Prevention website. This information is incorporated and made part of this contract by reference and is accessible at <a href="http://www.cochildfatalityprevention.com/p/prevention-efforts.html">http://www.cochildfatalityprevention.com/p/prevention-efforts.html</a>.</p> <p>11. The Contractor shall incorporate information from the Colorado Child Fatality Prevention website on acceptable and approved uses of funding for child fatality, injury, and violence prevention strategies when implementing local prevention strategies. This website content is incorporated and made part of this contract by reference and is accessible at <a href="http://www.cochildfatalityprevention.com/p/prevention-efforts.html">http://www.cochildfatalityprevention.com/p/prevention-efforts.html</a>.</p> <p>12. The Contractor shall use the electronic Prevention Strategies Tracking Form located on the Colorado Child Fatality Prevention website when tracking prevention strategies and system improvements. This information is incorporated and made part of this contract by reference and is available on the following website <a href="http://www.cochildfatalityprevention.com/">http://www.cochildfatalityprevention.com/</a>.</p> <p>13. The Contractor shall notify CFPS support staff at CDPHE within thirty (30) calendar days of a change of the Local Child Fatality Prevention Review Team Coordinator responsible for the performance of services provided under this contract.</p>	
<p><b>Expected Results of Activity(s)</b></p>	<ol style="list-style-type: none"> <li>1. Improved understanding of child fatality data in Colorado including circumstances, risk and protective factors, trends, and patterns surrounding the child deaths</li> <li>2. Identification of evidence-based prevention recommendations to prevent future child fatalities from occurring in Colorado.</li> <li>3. Implemented and evaluated child fatality prevention strategies at the state and local levels.</li> </ol>	
<p><b>Measurement of Expected Results</b></p>	<ol style="list-style-type: none"> <li>1. Sections A-N of the National Center Data Collection Website will be completed for 100% of child fatalities that occurred in Colorado and meets CFPS's review criteria within the local child fatality prevention review team's jurisdiction.</li> <li>2. Increased number of prevention strategies implemented at the state and local levels as documented in the CFPS annual report, the Local CFPS Annual Survey, and the Prevention Strategies Tracking Form.</li> </ol>	
		<p><b>Completion Date</b></p>
<p><b>Deliverables</b></p>	<ol style="list-style-type: none"> <li>1. The Contractor shall complete entry of child fatality data into the National Center Data Collection Website for each child fatality assigned to the local child fatality review team.</li> <li>2. The Contractor shall submit the web-based Local CFPS Annual Survey provided by CDPHE electronically.</li> <li>3. The Contractor shall provide input and vote on state-level prevention recommendations via a web-based survey provided by CDPHE electronically.</li> <li>4. The Contractor shall submit the online Prevention Strategies Tracking Form for any prevention strategies that are promoted and implemented at the local level.</li> </ol>	<p>No later than two months after conducting the child fatality review meeting.</p> <p>No later than August 31st</p> <p>No later than April 15th</p> <p>No later than September 30th; January 31st; and May 31st</p>

**D. Division of Environmental Health and Sustainability (DEHS) Services**

<p><b>Goal #1:</b> Provide environmental health services to achieve the uniform statewide administration, implementation and enforcement of standards and rules established by the CDPHE for retail food establishments, child care centers and schools.</p>	
<p><b>Objective #1:</b> The Contractor shall assure compliance with the Food Protection Act, the Colorado Retail Food Establishment Rules and Regulations and all other policies, regulations, interpretive memoranda, and documents issued by DEHS which are used to clarify interpretation and implementation of the laws, rules and regulations.</p>	
<p><b>Primary Activity #1</b></p>	<p>The Contractor shall conduct regulatory inspections of retail food establishments in accordance with state laws, regulations and standards.</p>
<p><b>Sub-Activities #1</b></p>	<ol style="list-style-type: none"> <li>1. The Contractor shall implement the State risk-based inspection methodology or an alternate risk-based methodology approved by the State. In order to be approved, alternate methodologies shall include implementation of State-approved intervention methods for highest risk establishments to minimize food-borne illness violations and to address critical item violations.</li> <li>2. The Contractor shall conduct interventions for those retail food establishments that, through inspection data, are identified as having a large number of food-borne illness risk factors. An intervention is considered a routine inspection and can include onsite training, announced inspection, or a Hazard Analysis Critical Control Point (HACCP)-based critical item inspection.</li> <li>3. The Contractor shall enter inspection, intervention and compliance data into the Contractor's digital database or into the State's digital database (DHD) no later than five working days after the last day of each month.</li> </ol>
<p><b>Primary Activity #2</b></p>	<p>The Contractor shall uniformly implement and administer the Food Protection Act.</p>
<p><b>Sub-Activities #2</b></p>	<ol style="list-style-type: none"> <li>1. The Contractor shall issue new and renewal licenses and certificates of license using DHD or Contractor-specific data system(s), and remit the State's portion of licensing fees to DEHS upon receipt of payment.</li> <li>2. The Contractor shall respond to any plans and specifications or HACCP plans submitted within 14 days.             <ol style="list-style-type: none"> <li>a. The Contractor shall review and approve HACCP plans submitted by retail food establishments to verify and ensure that food handling risks are reduced to prevent food-borne illness outbreaks.</li> <li>b. The Contractor shall review all submitted plans for new or extensively remodeled retail food establishments.</li> <li>c. If a HACCP plan or other plan or specification is deemed inadequate, the Contractor shall provide written response to the submitter with a statement describing how such deficiencies may be corrected.</li> </ol> </li> <li>3. The Contractor shall hear and determine all complaints against licensees or grantees of certificates of license and administer oaths and issue subpoenas to require the presence of any person necessary to the determination of any such hearing.</li> <li>4. The Contractor shall review all variance requests submitted by retail food establishments and provide a recommendation for approval or denial to be considered by CDPHE.</li> <li>5. The Contractor shall implement performance measures to assure that employees cite critical violations on retail food inspections and ensure that these violations are corrected.</li> <li>6. The Contractor shall use the State inspection form, or a form approved by the State, and</li> </ol>

	<p>mark the compliance status options for all critical violations as in compliance (In), out of compliance (Out), not applicable (NA), or not observed (NO) during each inspection.</p> <ol style="list-style-type: none"> <li>7. The Contractor shall enroll and maintain progress in the FDA's Voluntary National Retail Food Regulatory Program Standards (VNRFPS) as staffing resources allow. Including:             <ol style="list-style-type: none"> <li>a. Participation in statewide committees for the development of the State requirements for a particular standard.</li> <li>b. Implementation of the minimum Standards developed by the State and/or the statewide committees.</li> </ol> </li> <li>8. The Contractor shall participate in individual and statewide trainings offered by DEHS for the retail food program or supporting data system(s).</li> <li>9. The Contractor shall maintain standardized data, reports, and data interchange capabilities.</li> <li>10. The Contractor shall participate in the State's data standardization efforts.</li> </ol>
<p><b>Objective #2:</b> The Contractor shall assure compliance with the Rules and Regulations Governing the Health and Sanitation of Child Care Facilities and all other regulations, interpretive memoranda, and documents issued by DEHS which are used to clarify interpretation of the law, rules and regulations.</p>	
<p><b>Primary Activity #1</b></p>	<p>The Contractor shall conduct regulatory inspections and assure regulatory compliance for child care facilities in accordance with state laws, regulations and standards.</p>
<p><b>Sub-Activities #1</b></p>	<ol style="list-style-type: none"> <li>1. The Contractor shall inspect each child care center once every two years or on a risk-based inspection frequency.</li> <li>2. The Contractor shall enter inspection, intervention and compliance data into the Contractor's digital database or the State's digital database (DHD) no later than five working days after the last day of each month.</li> <li>3. The Contractor shall review all plans submitted by child care facilities and provide written response within two weeks of submittal.</li> <li>4. The Contractor shall participate in individual and statewide trainings offered by DEHS for the child care program or supporting data system(s).</li> </ol>
<p><b>Objective #3:</b> The Contractor shall assure compliance with the Core Public Health Services regulations, the Rules and Regulations Governing Schools and all other documents issued by DEHS which are used to clarify interpretation of the law, rules and regulations.</p>	
<p><b>Primary Activity #1</b></p>	<p>The Contractor shall conduct regulatory inspections and assure regulatory compliance for schools in accordance with state laws, regulations and standards.</p>
<p><b>Sub-Activities #1</b></p>	<ol style="list-style-type: none"> <li>1. The Contractor shall inspect each school that contains a laboratory or shop (high-risk school) once per year.</li> <li>2. The contractor shall inspect each school that does not contain a laboratory or shop (low-risk school) at least once every three years.</li> <li>3. The Contractor shall participate in local, regional or statewide self-certification inspections to assess compliance at schools.</li> <li>4. The Contractor shall enter inspection, intervention and compliance data into the Contractor's digital database or the State's digital database (DHD) no later than five working days after the last day of each month.</li> <li>5. The Contractor shall review and approve plans submitted by schools.</li> <li>6. The Contractor shall forward all submitted variance requests to DEHS.</li> </ol>

	<p>7. The Contractor shall participate in individual and statewide trainings offered by DEHS for the school program or supporting data system(s).</p>
<p><b>Standards and Requirements</b></p>	<ol style="list-style-type: none"> <li>1. The Contractor shall comply with the Food Protection Act, C.R.S. 25-4-16. This document is incorporated and made part of this contract by reference and is available on the following website <a href="http://www.sos.state.co.us/CCR/Welcome.do">http://www.sos.state.co.us/CCR/Welcome.do</a>.</li> <li>2. The Contractor shall comply with the Colorado State Board of Health Rules 6 CCR 1010-2, 6 CCR 1010-7, 6 CCR 1010-6. These documents are incorporated and made part of this contract by reference and is available on the following website <a href="http://www.sos.state.co.us/CCR/NumericalDeptList.do#1000">http://www.sos.state.co.us/CCR/NumericalDeptList.do#1000</a>.</li> <li>3. The Contractor shall secure, maintain and use the following equipment to conduct inspections, at a minimum:             <ol style="list-style-type: none"> <li>a. Laptop or tablet computer(s);</li> <li>b. Thermocouple(s) or probe-type thermometer(s);</li> <li>c. Maximum registering thermometer or temperature-sensitive tape(s);</li> <li>d. Chemical test kits/papers;</li> <li>e. Drinking water test kits;</li> <li>f. Flashlight(s); and,</li> <li>g. Alcohol swabs.</li> </ol> </li> <li>4. The Contractor shall assure compliance of retail food establishments in accordance with the delegation of responsibilities under the Food Protection Act.</li> <li>5. The Contractor shall complete all required retail food inspections during the State fiscal year and ensure that inspections are completed at a sufficient rate to protect public health and maintain a consistent regulatory presence in the community (i.e. approximately 25% of annually required inspections completed per quarter).</li> <li>6. The Contractor shall have at least one employee that has successfully completed retail food establishment standardization through the DEHS, or have one employee who meets the eligibility requirements for standardization and participates in and successfully completes the standardization exercise when scheduled by DEHS.</li> <li>7. The Contractor shall employ an individual as the lead environmental health professional who possesses at least a Bachelor of Science (BS) degree in environmental health or in a closely associated field, and at least two years of field experience in general environmental health programs. A Masters of Public Health degree may be substituted for one year of field experience.             <ol style="list-style-type: none"> <li>a. The Contractor may employ an environmental health professional or technician without two years of field experience or an individual who does not possess a BS degree if the individual is supervised by an environmental health professional with the qualifications listed above.</li> </ol> </li> <li>8. The Contractor shall implement a performance plan for retail food inspections that addresses staffing fluctuations, seasonal facilities, and periods of heavy workload in other public and environmental health programs in order to assure consistent performance of State-delegated duties on a quarterly basis.             <ol style="list-style-type: none"> <li>a. If extenuating circumstances (i.e. staffing, program or funding limitations), cause the contractor to complete less than 25% of the annually-required number of inspections in a quarter, the Contractor shall notify the State in writing of the extenuating circumstances.</li> <li>b. When the contractor lacks program budget to provide a staffing level of one full-time equivalent (FTE) devoted to retail food safety for every 320 inspections to be performed, the Contractor shall include such information in their written notification to the State. The Contractor shall use Standard 8 from the 2013 VNRFPS as the basis for calculations in support of this justification. (FTE requirements calculated in</li> </ol> </li> </ol>

	<p>accordance with Standard 8 may be compared with funding provided through retail food license revenues and local staffing costs when justifying proportionally appropriate work completion).</p> <ol style="list-style-type: none"> <li>9. The Contractor shall grant or refuse licenses and certificates of licenses to retail food establishments.</li> <li>10. For retail food establishments, the Contractor shall utilize enforcement provisions including the assessment of civil penalties and the suspension or revocation of licenses and certificates of license.</li> <li>11. For retail food establishments, the Contractor shall utilize the <i>Colorado Retail Food Establishment Guideline for Communicating Sanitation Rating</i> or other State-approved methodology when communicating risk or ratings associated with retail food establishment inspections.</li> <li>12. The Contractor shall maintain inspection and compliance records for retail food establishments in a digital database in order for DEHS to determine:             <ol style="list-style-type: none"> <li>a. An accurate and complete inventory of existing retail food establishments;</li> <li>b. The number of inspections conducted;</li> <li>c. Completion rates for required inspections and interventions;</li> <li>d. The number of food-borne illness and critical item violations cited;</li> <li>e. Whether food-borne illness and critical items identified on retail food establishment inspections were corrected;</li> <li>f. Whether the required inspection frequency was met; and</li> <li>g. The number of enforcement actions taken to obtain compliance in retail food establishments.</li> </ol> </li> <li>13. The Contractor shall provide inspections and assure compliance to establish and enforce sanitary standards for the operation and maintenance of schools and child care facilities.             <ol style="list-style-type: none"> <li>a. In accordance with Section 5 of 6 CCR 1014-7, <i>Core Public Health Services</i>, when sufficient appropriations are absent, the contractor shall set priorities for completing the required child care and school inspections, and include the list of priorities in its local public health plan submitted pursuant to section 25-1-505, C.R.S.</li> </ol> </li> <li>14. The Contractor shall maintain adequate inspection and compliance records for schools and child care establishments in a digital database in order for DEHS to determine:             <ol style="list-style-type: none"> <li>a. An accurate and complete inventory of existing child care facilities;</li> <li>b. The number of inspections conducted;</li> <li>c. The number of critical item violations cited during child care facility and school inspections, and whether critical items identified on inspections were corrected;</li> <li>d. Completion rates for required inspections; and,</li> <li>e. Whether the required inspection frequency was met.</li> </ol> </li> </ol>
<p><b>Expected Results of Activity(s)</b></p>	<p>Complete inspections and assure regulatory compliance in schools, child care facilities and retail food establishments in proportion with the resources and funding available to each of these programs.</p>
<p><b>Measurement of Expected Results</b></p>	<ol style="list-style-type: none"> <li>1. The number of retail food inspections required to be completed by the Contractor during the State fiscal year (based on the State's risk-based inspection scheduling methods or an alternate risk-based methodology approved by the State), and the number of inspections actually completed;</li> <li>2. The number of food-borne illness and critical item violations cited during retail food inspections, and whether these violations were corrected;</li> <li>3. The number of child care center inspections required to be completed by the Contractor</li> </ol>

	<p>during the State fiscal year and the number of child care facility inspections actually completed;</p> <ol style="list-style-type: none"> <li>4. The number of critical item violations cited during child care facility inspections, and whether critical items identified on inspections were corrected;</li> <li>5. The number of high-risk school inspections required to be completed by the Contractor during the State fiscal year and the number of high-risk school inspections actually completed;</li> <li>6. The number of low-risk school inspection required to be completed by the Contractor during the State fiscal year and the number of low-risk school inspections actually completed; and,</li> <li>7. The number of critical item violations cited during school inspections, and whether critical items identified on inspections were corrected.</li> </ol>	
		<b>Completion Date</b>
<b>Deliverables</b>	<ol style="list-style-type: none"> <li>1. The Contractor shall submit semi-annual progress reports via email to the Deputy Director of DEHS in a format provided by DEHS.</li> </ol>	<p>No later than January 31<sup>st</sup> June 30<sup>th</sup></p>
	<ol style="list-style-type: none"> <li>2. If not using the State's digital database, the Contractor shall submit via email to the Deputy Director of DEHS an electronic data transfer (EDT) at a minimum of each quarter in accordance with data standardization workgroup protocol.</li> </ol>	<p>No later than October 31<sup>st</sup> January 31<sup>st</sup> April 30<sup>th</sup> July 31<sup>st</sup></p>
	<ol style="list-style-type: none"> <li>3. If not using the State's digital database, the Contractor shall submit a quarterly inspection and compliance progress summary, in a format provided by DEHS via email to the Deputy Director of DEHS.  Quarterly reporting may be provided using the Contractor's data system reporting capabilities (i.e. the Contractor can submit "canned" reports with some or all data elements).</li> </ol>	<p>No later than October 31<sup>st</sup> January 31<sup>st</sup> April 30<sup>th</sup> July 31<sup>st</sup></p>

**IV. Monitoring:**  
 CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the Office of Planning and Partnerships Contract Monitor. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports, site visits and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

**V. Resolution of Non-Compliance:**  
 The Contractor will be notified in writing within (7) calendar days of discovery of a compliance issue. Within (30) calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and time line for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the time line, the Contractor must email a request to the Contract Monitor and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure time lines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

**BUDGET**  
**To Task Order - Contract Routing Number 13 FAA 42847**  
**Contract Amendment #3 Routing Number 16 FAAA 78548**

**Budget:**

Quarter	Local Planning and Support Amount	Environmental Health Amount	Maternal Child Health Amount	Child Fatality Prevention Amount	TOTAL Payment
July 1 through September 30, 2015	\$7,450.00	\$2,500.00	\$2,029.50	\$500.00	\$12,479.50
October 1 through December 31, 2015	\$7,450.00	\$2,500.00	\$2,029.50	\$500.00	\$12,479.50
January 1 through March 31, 2016	\$7,450.00	\$2,500.00	\$2,029.50	\$500.00	\$12,479.50
April 1 through June 30, 2016	\$7,450.00	\$2,500.00	\$2,029.50	\$500.00	\$12,479.50
<b>Total</b>	\$29,800.00	\$10,000.00	\$8,118.00	\$2,000.00	\$49,918.00

**Accumulative Budget:**

Fiscal Year	Local Planning and Support Amount	Environmental Health Amount	Maternal Child Health Amount	Child Fatality Prevention Amount	TOTAL Payment
July 1, 2012 – June 30, 2013	\$26,561.00	\$7,500.00	\$2,965.00	\$0.00	\$37,026.00
July 1, 2013 – June 30, 2014	\$30,121.00	\$10,000.00	\$5,342.00	\$0.00	\$45,463.00
July 1, 2014 – June 30, 2015	\$29,870.00	\$10,000.00	\$6,730.00	\$1,700.00	\$48,300.00
July 1, 2015 – June 30, 2016	\$29,800.00	\$10,000.00	\$8,118.00	\$2,000.00	\$49,918.00
<b>Total</b>	\$116,352.00	\$37,500.00	\$23,155.00	\$3,700.00	\$180,707.00



# MEMO

<b>To:</b>	Board of County Commissioners
<b>CC:</b>	Lynn Black, Ramona Rummel, John Huebner
<b>From:</b>	Jennifer Dinsmore, Emergency Management Coordinator
<b>Date:</b>	June 3, 2015
<b>Re:</b>	Sheriff's Office Building Rooftop HVAC replacement

## **Project Description**

The Sheriff's Office facility has an air conditioner unit that needs to be replaced; the main compressor in our largest rooftop unit has stopped functioning and will not produce cold air.

## **Vendor Source**

Our office solicited a bid from Keenan's Plumbing and Heating out of Montrose and Cooling Plumbing and Heating. The latter did not respond to my request for a bid within the given time period, so I have selected Keenan's.

They are the regional "Carrier" service provider, the manufacturer of our current rooftop HVAC units. The cost of the project is \$12,290 which includes parts and labor.

The estimated price to repair the current unit was just \$1500 less than total replacement. The unit is 18 years old.

## **Fund Determination**

This is an unplanned expense and will be funded through the Capital fund, per Lynn Black's guidance.

## **Motion**

Our office requests a Motion to approve the Sheriff's Office project as presented, subject to approval by the County Attorney.

If you have further questions or are any concerns please contact me on my cell at 596-3100 via email at [jenniferd@sanmiguelcounty.org](mailto:jenniferd@sanmiguelcounty.org).

Regards,

A handwritten signature in black ink that reads "Jennifer Dinsmore".

Jennifer Dinsmore  
Emergency Management Coordinator

**OFFICE OF  
SAN MIGUEL COUNTY  
BOARD OF COMMISSIONERS**

P. O. BOX 1170  
TELLURIDE, COLORADO 81435  
970-728-3844 OFFICE / 970-728-3718 FAX

May 27, 2015

Colorado Division of Fire  
Prevention and Control  
Attn: Bobbie Mooney  
690 Kipling St, Ste 2000  
Lakewood, CO 80215

Dear Ms. Mooney:

Enclosed is signed original by San Miguel County Board of Commissioners of the 2015  
Emergency Fire Fund Agreement with Colorado Division of Fire Prevention and Control.

Please send copy of executed contract for our records to:

San Miguel County BOCC  
PO Box 1170  
Telluride, CO 81435  
Attn: John Huebner

If you have any questions, please feel free to call me at 970-369-5429. Thank you for  
your assistance on this contract.

Sincerely,



John Huebner  
Chief Deputy Clerk

cc: Jennifer Dinsmore, County Emergency Manager  
Ramona Rummel, County Finance Manager

---

## EFF Agreement Signature San Miguel

1 message

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**Jennifer Dinsmore** <jenniferd@sanmiguelcounty.org>

Tue, May 26, 2015 at 4:22 PM

To: John Huebner <johnh@sanmiguelcountyco.gov>, "Steven J. Zwick" <stevez@sanmiguelcounty.org>

Cc: Luke Odom <luke.odom@state.co.us>, "roberta.mooney" <roberta.mooney@state.co.us>

Please see attached EFF agreement and signature page signed by the Sheriff. Upon approval, this document should be signed by the commissioner chairperson. If at all possible, can the chairperson sign and then ratify at your June 9th meeting? The state lists a deadline of June 1. If this is not possible, I understand. The County Attorney has reviewed this document.

When complete, please scan and email to all those cc'd here, to include me. Please then mail the contract directly to Bobbie Mooney at 690 Kipling St., Suite 2000, Lakewood, CO 80215.

Thank you for your assistance John.

—

*Jennifer Dinsmore*

**San Miguel County Sheriff's Office**  
Emergency Management Coordinator  
Chief Administrative Officer  
[www.sanmiguelsheriff.org](http://www.sanmiguelsheriff.org)

**970.728.9546 (Desk) | 970.596.3100 (Cell)**

970.728.9206 (Fax) | 970.728.1911 (24hr Dispatch)  
684 CR 63L | Telluride, CO 81435



Please note: This email may contain confidential information intended solely for the address. If you have received this email in error, please do not disclose it to anyone, notify the sender promptly, and delete the message from your system. Thank you.

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### 2 attachments

 **2015\_EFF Agreement\_3-20-15 Corrected Final (1).pdf**  
218K

 **20150526161233.pdf**  
75K

**MEMORANDUM OF UNDERSTANDING**  
**For Participation in the Colorado Emergency Fire Fund**

**THIS** Memorandum of Understanding (hereinafter “MOU” or “Agreement”) is entered into by and between the Board of County Commissioners for the County of San Miguel (hereinafter the “County”), the San Miguel County Sheriff (hereinafter “Sheriff”), and the State of Colorado acting by and through the Department of Public Safety, for the benefit of the Division of Fire Prevention and Control (hereinafter the “State” or “CDPS” or “DFPC”).

**WHEREAS**, in 1965, various Colorado counties initiated the first Emergency Fire Fund through an intergovernmental agreement executed in 1966, with voluntary contributions that were to be used for costs incurred in controlling wildfires by any of the parties contributing moneys to the fund; and

**WHEREAS**, House Bill 12-1283, effective July 1, 2012, designated the Colorado Department of Public Safety Division of Fire Prevention and Control as the state’s manager and coordinator of wildland fire preparedness, response and suppression. The bill also gave the DFPC responsibility for administering a fund known as “the Emergency Fire Fund” to provide funding or reimbursement for wildfires to participating counties; and

**WHEREAS**, pursuant to §24-33.5-1220, C.R.S., the DFPC shall use the moneys in the Emergency Fire Fund to provide funding or reimbursement for wildfires in accordance with memoranda of understanding with participating public entities; and

**WHEREAS**, the parties find it to be in the best interests of the public health safety and welfare to enter into this MOU setting forth their mutual and respective duties regarding collection, administration, and disbursement of monies in the Emergency Fire Fund, pursuant to §24-33.5-1220(2)(b), C.R.S.

**NOW THEREFORE**, in consideration of the mutual benefits and promises contained herein, the parties hereby agree as follows:

**A. AUTHORITIES**

C.R.S. § 24-33.5-707.	Local and Interjurisdictional Disaster Agencies and Services
C.R.S. § 24-33.5-709.	Local Disaster Emergencies
C.R.S. § 24-33.5-1201.	Division of Fire Prevention and Control
C.R.S. § 24-33.5-1202.	Definitions
C.R.S. § 24-33.5-1203.	Duties of Division
C.R.S. § 24-33.5-1217.3.	Authority to Permit Controlled Burns During Drought Conditions
C.R.S. § 24-33.5-1217.5.	Minimum Prescribed Burning Standards
C.R.S. § 24-33.5-1218.	Cooperation with Governmental Units
C.R.S. § 24-33.5-1219.	Wildland Fires - Duty of Sheriff to Report
C.R.S. § 24-33.5-1220.	Funds Available – Emergency Fire Fund
C.R.S. § 24-33.5-1221.	State Responsibility Determined
C.R.S. § 24-33.5-1222.	Cooperation by Counties

C.R.S. § 24-33.5-1223.	Sheriffs to Enforce
C.R.S. § 24-33.5-1224.	Limitation of State Responsibility
C.R.S. § 24-33.5-1225.	Emergencies
C.R.S. § 24-33.5-1226.	Wildfire Emergency Response Fund
C.R.S. § 24-33.5-1228.	Colorado Firefighting Air Corps
C.R.S. § 29-1-101, <i>et seq.</i>	Local Government Budget Law
C.R.S. § 29-22.5-101, <i>et seq.</i>	Wildland Fire Planning
C.R.S. § 30-10-512.	Sheriff to Act as Fire Warden
C.R.S. § 30-10-513.	Duties of Sheriff – Coordination of Fire Suppression Efforts
C.R.S. § 30-10-516.	Sheriffs to Preserve Peace – Command Aid
C.R.S. § 30-11-107(1)(o).	Powers of the Board of County Commissioners

**B. PURPOSE**

The purpose of this Agreement is to (1) establish the County’s participation in the Emergency Fire Fund program (“EFF Program” or “EFF” or “Fund,” depending on the context); (2) establish the methodology and process for payments from the County to the EFF; (3) establish the methodology and process for eligible payments from the Fund to the County; and (4) describe the conditions under which the EFF will be managed.

**C. REPEAL OF PRIOR AGREEMENT**

This Agreement, upon full execution, shall repeal and replace any other prior EFF agreements.

**D. SUMMARY OF KEY DATES ESTABLISHED HEREIN:**

Initial Term	Effective Date through 1/31/2016
Assessment for Renewal Term 1	Effective Date or shortly thereafter
Renewal Term 1	2/1/2016 – 1/31/2017
Annual Contribution for Renewal Term 1	2/1/2016 or before
AOP Executed	4/1/2016 or before
Assessment for Renewal Term 2	7/1/2016
Renewal Term 2	2/1/2017 – 1/31/2018
Annual Contribution for Renewal Term 2	2/1/2017 or before
AOP Executed	4/1/2017 or before
Assessment for Renewal Term 3	7/1/2017
Renewal Term 3	2/1/2018 – 1/31/2019
Annual Contribution for Renewal Term 3	2/1/2018 or before
AOP Executed	4/1/2018 or before
Assessment for Renewal Term 4	7/1/2018
Renewal Term 4	2/1/2019 – 1/31/2020
Annual Contribution for Renewal Term 4	2/1/2019 or before
AOP Executed	4/1/2019 or before
Contract Expiration	1/31/2020

**E. TERM**

1. **Initial Term.** This Agreement shall be effective as of the date that it has been fully executed by all parties and the State Controller, and continue in effect for an initial term that ends on January 31, 2016 (the "Initial Term").
2. **Renewal Terms.** This Agreement shall continue in effect for up to four (4) additional terms of one 12-month-period each, beginning on February 1 of each year and ending on January 31 of the following calendar year (each being a "Renewal Term"), so long as (1) the County has paid the Annual Contribution for the Renewal Term by the later of February 1 of that calendar year or on the 75<sup>th</sup> day after the County received the Assessment invoice for that Renewal Term, and (2) no party is in default of any terms of this Agreement.

**F. RELATED DOCUMENTS CONCERNING WILDLAND FIRE PROTECTION**

1. **Cooperative Agreement.** The parties agree they will at all times during the term of this Agreement be party to the Agreement for Cooperative Wildfire Protection.
2. **Annual Operating Plan.** The parties shall develop, review, and execute, along with other participants, an Annual Operating Plan ("AOP") before April 1 of each year that this Agreement is in effect. The AOP will establish specific operational procedures intended to ensure prompt and effective response to and suppression of wildland fires. So long as the County has paid its Annual Contribution for the current Initial Term or Renewal Term, failure to execute an AOP by the April 1 deadline will not result in a penalty to any party pursuant to this Agreement. Instead, failure to execute an AOP by the April 1 deadline may cause a party to be in default of this Agreement pursuant to section H(1), thereby preventing an automatic subsequent Renewal Term pursuant to section E(2).

**G. EMERGENCY FIRE FUND CONTRIBUTIONS, MANAGEMENT, AND DISBURSEMENTS**

1. **Emergency Fire Fund.** The EFF is created in accordance with statute and exists through the payments made by participating Colorado counties and other entities that enter into EFF agreements with the DFPC. The DFPC maintains the EFF as an account under the fiscal management of the Division Director. Payments from the EFF shall be made in compliance with the provisions herein and all applicable laws, rules and regulations pertaining to DFPC funds, including but not limited to the State Fiscal Rules, §24-33.5-1202(3.8), C.R.S., and §24-33.5-1221(2)(b), C.R.S. There is no upper limit on the amount of funds that can accumulate in the EFF, and funds may accumulate from year to year.
2. **Assessments and County Contributions to the Fund.** Each Term, the County shall make its annual contribution to the EFF in the amount assessed by DFPC for the County for such Term in accordance with this section. To the extent not already paid, the County shall pay the assessment for the Initial Term simultaneously with the execution of this Agreement in the amount invoiced for 2015 by the Division. Subject to annual appropriation by the County, assessments and payments for Renewal Terms shall be as follows:
  - i. The DFPC shall calculate assessments in accordance with the following formula:

$$\text{Annual EFF Assessment} = \text{Acreage Cost} + \text{Valuation Cost.}$$

Acreage Cost= (fixed cost/acre \* number of non-federal forested acres in the county) where the fixed cost per acre is set to \$0.0075.

Valuation Cost= (annual valuation \* normalization value) where the annual valuation is the total taxable assessed value of all acres in the county, and the normalization value reduces the sum of the assessments of all counties each year to \$1M.

- ii. On or before July 1 of the Initial Term and each subsequent Renewal Term, the DFPC shall send an invoice to the County for the actual assessment for the next Renewal Term.
- iii. The County shall pay the invoiced amount no later than February 1 of each Renewal Term, except that under no circumstances shall the County have less than 75 days from its receipt of the invoice from DFPC to pay such invoice. All payments to the EFF are final and non-refundable except as provided in section H(3)(iv) of this Agreement.

**3. Reporting, Management, and EFF Advisory Committee.**

- i. The Division shall provide periodic written financial reports (“EFF Financial Report”) to all participants in the EFF Program at least once during each Term, identifying fund income, expenditures and encumbrances, and available balance. Pursuant to §24-33.5-1220(2)(a), C.R.S., the EFF may hold funds received from sources outside the scope of this Agreement, therefore DFPC shall account for such contributions separately from any other moneys in the EFF.
- ii. The Division Director shall make the EFF Financial Report available for review to an advisory committee (the “EFF Advisory Committee”) composed of the Division Director; three county commissioners designated by Colorado Counties, Inc.; three county sheriffs designated by County Sheriffs of Colorado; and two fire chiefs designated by Colorado State Fire Chiefs Association, pursuant to §24-33.5-1202 (3.8), C.R.S., and shall receive from the EFF Advisory Committee recommendations on matters relating to the Fund, including, without limitation, whether or not the Fund should be increased. Final decision making authority over fiscal management matters shall reside with the Division Director on behalf of the participant Counties, and shall constitute final agency action subject to review in accordance with the provision of § 24-4-106, C.R.S.
- iii. The DFPC shall at all times administer the EFF in accordance with all applicable laws, rules, and regulations, including but not limited to §24-33.5-1220(2)(b), C.R.S., which states:

“The division shall use the moneys in the emergency fire fund to provide funding or reimbursement for wildfires in accordance with memoranda of understanding with participating public entities.”

In doing so, the DFPC shall consider the role of the EFF Advisory Committee as contemplated by §24-33.5-1202(3.8), C.R.S., which states:

“‘Emergency fire fund’ means the emergency fire fund created in section 24-33.5-1220 that was first established in 1967 with voluntary contributions from counties and the Denver water board; administered by a nine-person committee composed of county commissioners, sheriffs, fire chiefs, and the director; and used for the purpose of paying

costs incurred as a result of controlling a wildfire by any of the parties contributing moneys to the fund, in accordance with the intergovernmental agreement for participation in the emergency fire fund.”

**4. Disbursements from the Fund.** The provisions of this sub-section shall control the eligibility of costs for reimbursement or payment from the EFF. The DFPC shall make distribution from the EFF only upon direction of the Division Director or his/her designee, and is subject to the “Emergencies” provisions of the State Fiscal Rules (Rule 2). Disbursements shall be limited to reimburse or pay for Eligible Costs incurred in controlling a wildfire that is determined to be eligible for EFF assistance pursuant to section G(6) below and are incurred during the designated EFF Period. The designated EFF Period is defined as the time after the State assumes financial responsibility for the fire from the County until the County reassumes financial responsibility for the fire. During each Term, the DFPC will use EFF moneys to reimburse the County and the Sheriff for Eligible Costs incurred in connection with the County’s and the Sheriff’s wildland fire suppression efforts on fires within their jurisdiction, which are EFF approved as set forth in this Agreement during such Term.

**i. Costs eligible for reimbursement by the EFF unless contrary to local agreements (“Eligible Costs”):**

- a. Host County permanent employees overtime pay including benefits.
- b. Host County temporary/seasonal employee regular and overtime pay including benefits.
- c. Host Fire Protection District permanent employees overtime pay including benefits and backfill.
- d. Host Fire Protection District temporary/seasonal employee regular and overtime pay including benefits.
- e. Host Volunteer Fire Department volunteer employees regular and overtime pay including benefits.
- f. State of Colorado employee project and overtime pay including benefits, and travel expenses.
- g. State of Colorado temporary/seasonal employee regular and overtime pay including benefits.
- h. State of Colorado, Host County, and Host Fire Protection District equipment use.
- i. Restock and/or replacement of supplies consumed, lost or destroyed in the fire control effort.
- j. Refurbishing of tools and equipment used in control of declared fire(s).

**ii. Costs NOT eligible for reimbursement under the EFF:**

- a. Host County permanent employee regular/base salaries and benefits.
- b. Host County equipment repair due to normal wear and tear.
- c. Host County owned and managed aircraft use, normal wear and tear, and repair.
- d. Host Protection District permanent employee regular/base salaries and benefits.
- e. Host Fire Protection District equipment repair due to normal wear and tear.
- f. State of Colorado permanent employee regular/base salaries and benefits.
- g. State of Colorado equipment repair due to normal wear and tear.
- h. Costs covered by insurance.

- i. County Sheriff's costs of performing the investigation of all human caused fires, except for overtime and benefits that occur during the designated EFF Period.
  - iii. **Costs that the Division Director may determine to be reimbursable as Eligible Costs on a case-by-case basis by the EFF:**
    - a. Damages to fire equipment resulting from a declared fire;
    - b. Other costs not outlined in this Agreement.
  - iv. For purposes of this sub-section G(5), "Host County" is defined as the county or counties in which the EFF incident is occurring, and "County" includes the Sheriff.
  - v. Host Fire Protection District is defined as the fire department(s), fire protection district(s), or volunteer fire department(s) in which the EFF incident is occurring.
  - vi. Fires that begin as prescribed burns are the responsibility of the entity initiating the burn and not eligible for EFF benefits.
  - vii. Nothing in this Agreement shall prevent the Sheriff or County from seeking reimbursement for expenses and costs they incur during an EFF Fire for aid given on land under federal jurisdiction. Arrangements for these expenses and costs must be negotiated with federal agencies by the County or Sheriff and are outside of the scope of this Agreement.
- 5. **Procedure for Obtaining EFF Assistance.** To obtain EFF assistance, the Sheriff shall follow the procedure outlined in the Agreement for Cooperative Wildfire Protection for elevating a County Responsibility Fire to a State Responsibility Fire. Provided that EFF funds are available, the County shall be eligible for EFF assistance when the DFPC Analysis threshold for EFF assistance has been met. Any disagreements between the parties regarding eligibility for EFF assistance shall be addressed through the appeals process in accordance with the provision of § 24-4-106, C.R.S.
- 6. **Benefits for Participants.**
  - i. Counties that timely pay their invoiced contribution to the EFF upon execution of this Agreement are immediately eligible for 100% of EFF benefits for Eligible Costs. Any County that does not pay its 2015 contribution but chooses to participate in the EFF in a subsequent year will be eligible for EFF benefits on a pro-rata basis as follows: during the first year, 50% of Eligible Costs; during the second year, 75% of Eligible Costs; during the third and each subsequent year, 100% of Eligible Costs.
  - ii. A County's participation in the EFF shall not disqualify or otherwise limit its eligibility for other financial assistance that may be available for Counties that are not participants in the EFF.
- 7. **Fund Depletion.** If at any time during the term of this Agreement the EFF becomes depleted or has insufficient funds to meet the obligations of the Fund, the County shall have no claim against the Fund, the Division, or the State.

## H. DEFAULT AND TERMINATION

- 1. **Default and Notice.** Any party that fails to comply with any obligation of this Agreement shall be in default. In the event the DFPC is in default, the County and/or Sheriff shall send written notice, pursuant to section I(5), to the Division describing the nature of the default, the actions required to cure the default, if any, and offer a minimum of ten (10) business days from the date the notice is delivered to the DFPC to cure the default. In the event either the County or Sheriff, or both, are in default, the DFPC shall send the written notice to the County and Sheriff, describing the nature of

the default, the action required to cure the default, if any, and offer a minimum of ten (10) business days from the date the notice is delivered to the County and Sheriff to cure the default. In the event both the County and the Sheriff are in default and the notice is delivered to the County and the Sheriff on different days, the cure period begins from the later date.

2. **Remedies for Default.** If a defaulting party fails to timely cure its default pursuant to the terms of the default notice as described above, or if the default is of a nature that cannot be cured, any other party may terminate this Agreement by sending written notice, pursuant to section I(5), to the defaulting party advising that this Agreement is terminated and setting forth a date of termination, which date shall be no earlier than the date the termination notice is delivered to the defaulting party.
3. **Termination.** In addition to termination of this Agreement for an uncured default as set forth above, this Agreement may be terminated as follows:
  - i. *In the Public Interest.* The Division is entering into this Agreement 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 Agreement ceases to further the public policy of the State of Colorado, the Division, in its sole discretion, may terminate this Agreement in whole or in part. Exercise by the State of this right shall not constitute a breach of the Division's obligations hereunder. The State shall notify the County and Sheriff of such termination in writing, pursuant to section I(5), and specify the effective date of the termination.
  - ii. *Dissolution of the EFF.* If the EFF is dissolved, terminated, or cancelled for any reason, the Division shall terminate this Agreement by sending written notice to the County and Sheriff.
  - iii. *Termination by County or Sheriff.* The County or Sheriff may terminate this Agreement at will by providing written notice to the Division of its intent to terminate. The termination shall be effective as of the end of the then existing Term.
  - iv. *Refund in the Event of Termination.*
    - a. In the event of a default by the County or Sheriff, or both, for any reason OTHER than its or their failure to timely enter into an AOP, the County and Sheriff may not be eligible to receive any EFF funds for any Eligible Costs that are incurred after the date of termination set forth in the default notice. Furthermore, the County shall refund to the State any sums the State paid or is obligated to pay for Eligible Costs incurred by the County for that Term prior to the date of termination.
    - b. In the event the Division terminates this Agreement for default due to the failure of the County or Sheriff to enter into an AOP for any reason by April 1 of each Renewal Term, the County and Sheriff shall not be eligible to receive any EFF funds for any Eligible Costs that are incurred for that Term after the date of termination set forth in the default notice. Furthermore the Division shall repay to the County all sums the County paid for that Term, less (1) any sums the State paid or is obligated to pay to the County for Eligible Costs incurred by the County during that term prior to the date of termination; and (2) EFF funds committed during that Term prior to termination for any other fire in jurisdictions covered by the EFF in reliance on the Annual Contribution by the County and Sheriff for that Term.

- c. If the Division terminates this Agreement in the public interest, the State shall refund to the County all funds the County paid to the EFF for the Term in which the termination occurs, less any sums the State paid or is obligated to pay for Eligible Costs incurred by the County prior to the date of termination.
- d. Notwithstanding anything to the contrary in this Agreement, and unless otherwise required by future law, neither party shall be entitled to any refund of EFF contributions made in any prior Terms.

**I. ADDITIONAL PROVISIONS AND COLORADO SPECIAL PROVISIONS**

1. **Compliance with Laws, Regulations, and Requirements.** Each party agrees to comply with all applicable federal, state and local laws, codes, regulations, rules, and orders.
2. **Assignment.** No party shall assign or transfer any interest in this Agreement, nor delegate any of its obligations, nor assign any claims for money due or to become due to a third person not a party to this Agreement, without the prior written approval of the other parties.
3. **Binding Nature; Entire Agreement; Waiver.** Except as herein provided, this Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors. None of the terms or conditions in this Agreement shall give rise to any claim, benefit, or right of action by any third person not a party hereto. Any person or entity, other than the Division, County, or Sheriff receiving services or benefits under this Agreement shall be deemed only an incidental beneficiary. This Agreement is executed and delivered with the understanding that it constitutes the entire agreement between the parties with respect to the subject matter hereof. The failure of any party to insist upon performance of any covenant or condition hereof upon one or more occasions shall not constitute a waiver thereof.
4. **Changes and Amendments.** No modification or amendment to this Agreement, including all exhibits, shall be effective unless made in writing and signed by the authorized representatives of all parties hereto.
5. **Notices.** All notices, requests, demands, or other communications under this Agreement shall be in writing and shall be deemed effective upon delivery, if delivered personally, or three (3) calendar days after mailing if deposited in the U.S. Mail, postage prepaid, and addressed to the respective parties as follows:

**DFPC:** Paul L. Cooke, Division Director, 690 Kipling Street, #2000, Lakewood, Colorado 80215.

**County:** San Miguel

**Sheriff:** Bill Masters, 684 County Road 63L, Telluride CO 81435

Copies of EFF Financial Reports shall also be sent to:

**County:** Jennifer Dinsmore, County Emergency Manager, 684 CR 63L, Telluride, CO 81435  
**Sheriff:**

Copies of Annual Assessments shall also be sent to:

**County:** Ramona Rummel, SMC FINANCE MANAGER, PO 4486, Norwood CO 81423  
**Sheriff:**

6. **Captions, Construction, and Agreement Effect; Severability.** The captions and headings used in the Agreement are for identification only, and will be disregarded in any construction of the Agreement provisions. To the extent that this Agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.
7. **Ability to Contract.** Each party represents that it is not subject to any restrictive obligations imposed by any other Agreement or agreement that would impair its ability to perform its obligations hereunder. The individual or individuals signing on behalf of each party represent that they are fully authorized by law, statute, delegation, or otherwise to execute this Agreement and make it binding and enforceable against the party on whose behalf the individual or individuals is or are signing.
8. **Order of Precedence.** The provisions of State law, this Agreement, the Cooperative Agreement and the AOP shall govern the relationship of the parties. In the event of conflicts or inconsistencies between this Agreement and its exhibits and attachments, as now exist or may exist in the future, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:
  - i. Colorado Revised Statutes;
  - ii. Special Provisions set forth in section I(11);
  - iii. The provisions in the main body of this Agreement;
  - iv. The exhibits attached to and incorporated into this Agreement
9. **Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be an original but all of which shall together constitute one and the same document. Facsimile machine copies or scanned versions of an original signature by any party shall be binding as if they were original signatures.
10. **Appropriations.** Because this Agreement involves the expenditure of public funds, all obligations under this Agreement are contingent upon appropriation and continued availability of funds for such obligations. The obligations described herein shall not constitute a general obligation, indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or the laws of the State of Colorado.
11. **Colorado Special Provisions.** The following Special Provisions are required by law to be contained in every agreement of the State of Colorado. Any conflict between the Special Provisions and any other provision of this Agreement shall be resolved in favor of the applicable Special Provision:
  - i. **CONTROLLER'S APPROVAL.** CRS §24-30-202 (1). This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee.
  - ii. **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.
  - iii. **GOVERNMENTAL IMMUNITY.** No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, 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.

- iv. **INDEPENDENT CONTRACTOR.** The County and the Sheriff shall perform their duties hereunder as independent contractors and not as employees. Neither the County nor the Sheriff nor any agent or employee of either of them shall be deemed to be an agent or employee of the State. The County and the Sheriff and their 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 the County or the Sheriff or any of their agents or employees. Unemployment insurance benefits will be available to the County and the Sheriff and their employees and agents only if such coverage is made available by the County or Sheriff or a third party. The County and the Sheriff shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. The County and the Sheriff shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. The County and the Sheriff shall (a) 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 their acts and those of its employees and agents.
- v. **COMPLIANCE WITH LAW.** The County and the Sheriff 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.
- vi. **CHOICE OF LAW.** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. 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 Agreement, to the extent capable of execution.
- vii. **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 Agreement or incorporated herein by reference shall be null and void.
- viii. **SOFTWARE PIRACY PROHIBITION.** Governor's Executive Order D 002 00. State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. The County and the Sheriff hereby certify and warrant that, during the term of this Agreement and any extensions, the County and the Sheriff have and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that the County or the Sheriff, or both, are in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this

Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

- ix. 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 Agreement. The County and the Sheriff has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the County's or Sheriff's services and the County and the Sheriff shall not employ any person having such known interests.
- x. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101. The County and the Sheriff, 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) if requested by the State, has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this Contract.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT**

San Miguel COUNTY,  
COLORADO:

**STATE OF COLORADO:**  
**John Hickenlooper, GOVERNOR**

**Board of County Commissioners:**

Department of Public Safety: Division of  
Fire Prevention and Control

By: Joan May  
Chair

By: \_\_\_\_\_  
Paul Cooke  
Division Director

Joan May, Chair

APPROVED:

Print Name & Title of  
Authorized Officer

LEGAL SUFFICIENCY:  
DEPARTMENT OF LAW  
Cynthia H. Coffman  
Attorney General

ATTEST:

(SEAL)

John Huebner  
County Clerk to the Board

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

**County Sheriff:**

**ALL CONTRACTS MUST BE APPROVED**

By: [Signature]  
Sheriff

**BY THE STATE CONTROLLER**  
CRS 24-30-202 requires that the State Controller approve all state contracts. This MOU is not valid until the State Controller, or such assistant as he may delegate, has signed it. The contractor is not authorized to begin performance until the MOU is signed and dated below. If the State of Colorado may not be obligated to pay for the goods and/or services provided.

**EFF ADVISORY COMMITTEE:**

**STATE CONTROLLER:**  
**ROBERT JAROS**

**Approved as to Form**

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

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

# SAN MIGUEL COUNTY

## BOARD OF COMMISSIONERS

ELAINE FISCHER

ART GOODTIMES

JOAN MAY

May 20, 2015

The Honorable Anthony Foxx, Secretary  
United States Department of Transportation  
Office of the Secretary of Transportation  
Federal Highway Administration  
1200 New Jersey Avenue SE  
Washington, D.C. 20590

Re: Support for Ouray County, Colorado TIGER VII Grant, County Road 1

Dear Secretary Foxx,

The Board of County Commissioners, San Miguel County, Colorado fully supports the TIGER VII Grant application submitted by the Ouray County Board of County Commissioners to fund approximately 14 miles of capital improvements to its County Road 1. The proposed project would rehabilitate, reconstruct and upgrade existing gravel road with improved base work, pavement, and drainage improvements.

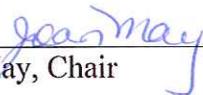
Ouray County Road 1 is an alternative route (connecting Highway 550 and Highway 62) used by motorists traveling between the San Miguel County communities, Telluride and Norwood, and the Cities of Montrose and Delta. It is a highly traveled road by Ouray County motorists, and is used as a primary bus route for two school districts.

The Capital Improvements to County Road 1 would eliminate issues of dust and magnesium chloride usage which impact the environment along the road way and air shed. In addition to a better surfaced roadway, transportation safety elements would be greatly enhanced.

Thank you for your consideration of Ouray County's Tiger VI Grant application.

Sincerely,

SAN MIGUEL COUNTY, COLORADO  
BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Joan May, Chair

**OFFICE OF  
SAN MIGUEL COUNTY  
BOARD OF COMMISSIONERS**  
P. O. BOX 1170  
TELLURIDE, COLORADO 81435  
970-728-3844 OFFICE / 970-728-3718 FAX

**FAX**

Date: May 20, 2015

Number of pages including cover sheet: 2

To: Meredith Burcham, Benefits Manager  
CTSI  
1-303-861-1022

From: John Huebner  
Chief Deputy Clerk



Re: **2015 CHP Designated Representatives (3)**

# DESIGNATION OF REPRESENTATIVE TO COUNTY HEALTH POOL

WHEREAS, the governing body of San Miguel County ("Public Entity") is advised that the business to be conducted at Members' Meetings of the County Health Pool must be transacted by the Official Representative of each Member; NOW, THEREFORE, BE IT RESOLVED, that the governing body of San Miguel County ("Public Entity"), hereby and herewith: designates the following individual as its Official Representative to all County Health Pool Members' meetings;

NAME: Lynn Black  
TITLE: County Administrator  
ADDRESS: P.O. Box 1170 Telluride, CO 81435  
PHONE: 970-728-3844 EMAIL: [lynnb@sanmiguelcounty.org](mailto:lynnb@sanmiguelcounty.org)

If applicable, the Designated Alternate Representative is;

NAME: Ramona Rummel, Finance Manager  
NAME: John Huebner, Chief Deputy Clerk

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**PUBLIC ENTITY DESIGNATED CORRESPONDENT** (individual(s) that will receive monthly billing invoices, provide enrollment terms/add/changes and other general correspondences intended for distribution to employees)

NAME: John Huebner	NAME: Ramona Rummel
TITLE: Chief Deputy Clerk	TITLE: Finance Manager
ADDRESS: P.O. Box 1170 Telluride CO 81435	ADDRESS: P.O. Box 486 Norwood, CO 81423
PHONE: 970-369-5471	PHONE: 970-327-4885
EMAIL: <a href="mailto:hr@sanmiguelcounty.org">hr@sanmiguelcounty.org</a>	EMAIL: <a href="mailto:ramonar@sanmiguelcounty.org">ramonar@sanmiguelcounty.org</a>

COMPLETED BY: Joan May Joan May, BOCC Chair  
(**MUST** be completed and signed by governing body)

DATE: 5/20/2015



# SAN MIGUEL COUNTY

## BOARD OF COMMISSIONERS

ELAINE FISCHER

ART GOODTIMES

JOAN MAY

June 9, 2015

Honorable Michael F. Bennet  
261 Russell SOB  
Washington, DC 20510  
Fax: 202-228-5097

Honorable Cory Gardner  
354 Russell SOB  
Washington, DC 20510  
Fax: 202-224-6524

Honorable Scott Tipton  
218 Cannon HOB  
Washington, DC 20515  
Fax: 202-226-9669

Dear US Senators Bennet and Gardner and US Representative Tipton:

The purpose of this letter is to communicate the support of the San Miguel County Board of Commissioners for legislation to clean up abandoned hardrock mines in the San Juan Mountains. The "Good Samaritan Cleanup of Abandoned Hardrock Mines" (S 1443) was a good legislation prototype. We would like to see this bill reduced in scope to provide for a pilot test within the San Juan Mountains.

As you know, SW Colorado is dotted with hundreds of abandoned mines, many of which are sources of heavy metal pollution and acidity in the headwaters of our rivers. Current laws and regulations make it difficult, if not impossible, for well-intended, non-responsible parties to perform much needed mine remediation for fear of long-term liability. This issue of liability is a significant deterrent and it must be addressed with legislation. We need Good Samaritan legislation. This legislation would help assure well-qualified and capable persons and organizations could perform liability-free mine remediation work in our regional counties.

The San Miguel County Board of Commissioners supports your efforts and urges you to make Good Samaritan legislation a priority. You have our strong support. This common sense legislation will encourage improved water quality for our region while creating jobs and improving our quality of life in San Miguel County.

Please do not hesitate to contact us if we can be of assistance in advancing this important legislation. We greatly appreciate your leadership on this very important issue.

Sincerely,

SAN MIGUEL COUNTY, COLORADO  
BOARD OF COUNTY COMMISSIONERS

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Joan May, Chair

Cc: John Whitney  
Darlene Marcus  
Ty Churchill

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## Fwd: Follow up

1 message

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**Mike Rozycki** <miker@sanmiguelcountyco.gov>

Thu, May 28, 2015 at 10:55 AM

To: Karen Henderson <Karenh@sanmiguelcountyco.gov>

Cc: Steven Zwick <Stevez@sanmiguelcounty.org>, John Huebner <johnh@sanmiguelcountyco.gov>

Karen, please print the email & attachments ... will want to discuss with Steven before we issue the pending Development Permit re the deck/stairs ...

May also want to advise the BOCC of this situation at their June 9th BOCC meeting

Mike Rozycki

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

From: **Wallace, Sarah B (Denver)** <WallaceS@ballardspahr.com>

Date: Thu, May 28, 2015 at 10:45 AM

Subject: RE: Follow up

To: Steve Zwick <stevez@sanmiguelcountyco.gov>, "Mike Rozycki (miker@sanmiguelcountyco.gov)" <miker@sanmiguelcountyco.gov>

Cc: "Larry.fiske@newmont.com" <larry.fiske@newmont.com>, "Mark Abshire (mabshire@aesci.com)" <mabshire@aesci.com>, Kevin Geiger <KGeiger@telluride-co.gov>

Steve and Mike

I am attaching the correspondence we received from FERC regarding the jurisdictional issues. I am also attaching the FS approval letter on the Lewis Line Phase 2 project. FERC told us the approval letter from FERC was on the way.

The two pressing issues for us are the deck permit which I think based on the FERC email the County should be able to issue with no further action. The second issue is the Lewis Line Phase 2 project and whether the County feels it needs to permit the project and if so, what information it needs to do so. Idarado's view is that given it will have FERC approval and an FS approval letter, that should suffice. If you disagree, please call me to discuss.

Hope you are well and enjoying the Spring.

Sarah

**From:** Steve Zwick [mailto:stevez@sanmiguelcountyco.gov]

**Sent:** Wednesday, May 06, 2015 5:10 PM

**To:** Wallace, Sarah B (Denver)

**Subject:** Re: Follow up

Sarah: Thanks. Please keep Mike Rozycki and me advised regarding FERC's position on the jurisdictional issue.

On Wed, May 6, 2015 at 4:40 PM, Wallace, Sarah B (Denver) <[WallaceS@ballardspahr.com](mailto:WallaceS@ballardspahr.com)> wrote:

Steve and Mike

I may have been wrong about all of Phase II being on Idarado property. There may be a sliver on Forest Service property. See attached map. I will figure that out and get back to you.

I am also attaching the exemption as we discussed.

**Sarah B. Wallace**

Ballard Spahr LLP

1225 17<sup>th</sup> Street, Suite 2300

Denver, CO. 80202

Direct: [303.299.7334](tel:303.299.7334)

Fax: [303.296.3956](tel:303.296.3956)

[WallaceS@ballardspahr.com](mailto:WallaceS@ballardspahr.com) | [www.ballardspahr.com](http://www.ballardspahr.com)

—

Steven J. Zwick  
San Miguel County Attorney  
P.O. Box 791  
333 West Colorado Avenue, 3rd Flr.  
Telluride, CO 81435  
Tel.: [970-728-3879](tel:970-728-3879)  
FAX: [970-728-3718](tel:970-728-3718)  
[stevez@sanmiguelcountyco.gov](mailto:stevez@sanmiguelcountyco.gov)

**ATTENTION: Please be aware that as of April 6, 2015 my new email address is:**  
[stevez@sanmiguelcountyco.gov](mailto:stevez@sanmiguelcountyco.gov)

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—

Mike Rozycki  
Planning Director  
Phone: [970.728.3083](tel:970.728.3083)  
[miker@sanmiguelcountyco.gov](mailto:miker@sanmiguelcountyco.gov)

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## 2 attachments

 **noname.eml**  
17K

 **Lewis Lake Penstock Replace OM Plan2014 - Signed.pdf**  
4944K