ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS

Timothy V. Corrigan
District I

Douglas B. Monger
District II

M. Elizabeth Melton
District III

Commissioners' Daily COVID-19 Agenda

July 10, 2020

Times listed on the agenda are approximations and may be longer or shorter with no notice. Agendas are subject to change 24 hours before the meeting start time. To ensure you have the most up-to-date information, please check the agenda after 24 hours of its start time.

If you are joining the meeting for a specific item, please join 10 minutes before the item to ensure you are present for the beginning of the item.

Please click the link below to join the webinar:

https://us02web.zoom.us/j/85106670945?pwd=UXZZSGx1Q01Mc0s2cklGVk13Qld5UT09

Password: 522
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US: +1 253 215 8782 or +1 346 248 7799 or +1 669 900 6833 or +1 301 715 8592 or +1 312 626 6799 or +1 929 205 6099
Webinar ID: 851 0667 0945
Password: 522

The Routt County Board of County Commissioners or Board of Health may enter executive session pursuant to C.R.S. 24-6-402(4)(b) to receive legal advice related to specific legal questions concerning Routt County's COVID-19 response.

1. **9:30 A.M. CALL TO ORDER**

2. **9:30 A.M. EMERGENCY OPERATIONS MANAGEMENT**
   Emergency Operations Management Director, David DeMorat

   9:30 A.M. CONSIDERATION FOR APPROVAL AND AUTHORIZATION FOR THE CHAIR TO SIGN THE AMBULANCE PERMIT NUMBER 54-20-17 FOR THE VEHICLE OPERATED BY EVENT MEDICAL SOLUTIONS UNLIMITED

   Consideration for approval and authorization for the Chair to sign the Ambulance Permit Number 54-20-17 for the Vehicle

Operated By Event Medical Solutions Unlimited – 2001 Ford, Unit EMSU04; VIN: 1FDXF47F31EB59027

Documents:

BCC ACTION AGENDA COMMUNICATION FORM RE EVENT MEDICAL SOLUTIONS UNLIMITED AMBULANCE PERMIT NUMBER 54-20-17.PDF
EVENT MEDICAL SOLUTIONS UNLIMITED AMBULANCE PERMIT NUMBER 54-20-17.PDF

9:40 A.M. CONSIDERATION FOR APPROVAL AND AUTHORIZATION FOR THE CHAIR TO SIGN THE MEMORANDUM OF UNDERSTANDING FOR PARTICIPATION IN THE COLORADO EMERGENCY FIRE FUND (EFF)

RESUBMITTAL – Consideration for approval and authorization for the Chair to sign the Memorandum of Understanding for participation in the Colorado Emergency Fire Fund (EFF) between the Board of County Commissioners for the County of Routt, the Routt County 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

NOTE: This Agreement was approved by the BCC on March 10, 2020 and three (3) original signed copies were submitted to the State for execution. We were notified by the State that they could not locate our Agreement and requested that we re-submit three (3) more original signed copies of the Agreement. Erick Knaus advised we would have to re-submit this Agreement to the BCC for approval and Chair's signature.

Documents:

RESUBMITTAL - BCC ACTION AGENDA COMMUNICATION FORM RE EFF INTERGOVERNMENTAL AGREEMENT - 2020.PDF
2020 EFF AGREEMENT - ROUTT COUNTY.PDF

3. 9:50 A.M. ACCOUNTING

Accounting Director, Dan Strnad

CDPHE CERTIFICATION LETTER – COVID-19 FUNDING

Consideration for approval of and authorization for the County Manager to sign the certification letter for the Colorado Department of Public Health and Environment COVID-19 Funding.

Documents:

BCC AGENDA COMMUNICATIONS FORM.PDF
MEMO OF CARES FUNDING.PDF
STATE OF COLORADO CARES ACT CERTIFICATION LETTER-3.ROUTT.PDF

4. **10:05 A.M. YAMPA VALLEY REGIONAL AIRPORT (YVRA)**
Airport Director, Kevin Booth

SUPPLEMENTAL REQUEST FOR ELECTROSTATIC SPRAY EQUIPMENT FOR YVRA

Consideration for approval and authorization for the YVRA Director to purchase the Electrostatic Spray Equipment and products outlined in the attached supplemental form.

Documents:

BCC AGENDA FORM - YVRA ELECTROSTATIC SPRAYERS - 7 JUL 20.PDF
YVRA ELECTROSTATIC SPRAYER SUPPLEMENTAL BUDGET FORM SIGNED 8 JUL 20.PDF

YVRA UPDATE ON AIP-47 TERMINAL EXPANSION PROJECT AND FAA FUNDING

Consideration for approval and authorization for the YVRA Director to utilize CARES Act funding for project costs deemed ineligible by the FAA, costs that exceed the AIP-47 and -48 grant funding and to fund the local match associated with all AIP grant funded projects.

Documents:

BCC AGENDA FORM - CARES ACT FUNDING USE FOR TERMINAL EXPANSION PROJECT - 8 JUL 20.PDF

PROPOSED MOU IN SUPPORT OF YVRA SOLAR PROJECT

Consideration for approval and authorization for the YVRA Director to draft and coordinate execution of an MOU between Routt County and the Colorado Energy Office in support of the DOLA-sponsored solar project at YVRA.

Documents:

BCC AGENDA FORM - CARES ACT FUNDING USE FOR YVRA SOLAR PROJECT - 8 JUL 20.PDF
MOU TEMPLATE 8-2019.PDF
20200708 HDN TERM MONTHY COST TRACKING.PDF
DOLA CONSTRUCTION GRANT OPTIONS.PDF
SOLAR PROJECT TIMELINE AS OF JUNE 2020.PDF

5. **10:35 A.M. COVID-19 WORK SESSION**

The Commissioners will address critical items for regular county and emergency operations related to the COVID-19 pandemic. Action may be taken and direction to staff may be given in relation to any of these items.

6. **12:00 P.M. MEETING ADJOURNED**

Please click the link below to join the webinar:

https://us02web.zoom.us/j/85106670945?pwd=UXZZSGx1Q01Mc0s2cklGVk13Qld5UT09

Password: 522

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

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Webinar ID: 851 0667 0945

Password: 522

All programs, services and activities of Routt County are operated in compliance with the Americans with Disabilities Act. If you need a special accommodation as a result of a disability, please call the Commissioners Office at (970) 879-0108 to assure that we can meet your needs. Please notify us of your request as soon as possible prior to the scheduled event. Routt County uses the Relay Colorado service. Dial 711 or TDD (970) 870-5444.

ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA COMMUNICATION FORM

ITEM DATE: July 10, 2020	**ITEM TIME:** 9:30 a.m.

FROM:	David 'Mo' DeMorat, Routt County Emergency Operations Director Chuck Cerasoli, representing Routt County Emergency Medical Services (EMS) Council
TODAY'S DATE:	July 7, 2020
AGENDA TITLE:	Consideration for approval and authorization for the Chair to sign the Ambulance Permit Number 54-20-17 for the Vehicle Operated By Event Medical Solutions Unlimited

CHECK ONE THAT APPLIES TO YOUR ITEM:

X ACTION ITEM

❑ DIRECTION

❑ INFORMATION

I. DESCRIBE THE REQUEST OR ISSUE:

Consideration for approval and authorization for the Chair to sign the Ambulance Permit Number 54-20-17 for the Vehicle Operated By Event Medical Solutions Unlimited – 2001 Ford, Unit EMSU04; VIN: 1FDXF47F31EB59027

II. RECOMMENDED ACTION:

Consideration for approval and authorization for the Chair to sign the Ambulance Permit Number 54-20-17 for the Vehicle Operated By Event Medical Solutions Unlimited

III. DESCRIBE FISCAL IMPACTS (VARIATION TO BUDGET):

PROPOSED REVENUE: N/A

PROPOSED EXPENDITURE: N/A

FUNDING SOURCE: N/A

IV. IMPACTS OF A REGIONAL NATURE OR ON OTHER JURISDICTIONS (IDENTIFY ANY COMMUNICATIONS ON THIS ITEM):

None Known

ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA COMMUNICATION FORM

V. BACKGROUND INFORMATION:
VI. LEGAL ISSUES:
None Known
VII. CONFLICTS OR ENVIRONMENTAL ISSUES:
No Known
VIII. SUMMARY AND OTHER OPTIONS:
None Known

Ambulance Permit

BY AUTHORITY OF THE BOARD OF COUNTY COMMISSIONERS

The vehicle identified herein and operated by:

Event Medical Solutions Unlimited

is hereby authorized to provide service as an advanced life-support ambulance in the County of Routt, State of Colorado from June 16, 2020 to December 31, 2020.

2001 Ford, Unit EMSU04 VIN: 1FDXF47F31EB59027

Permit Number: 54-20-17 Date of Issue: _____

Authorized Signature _____

Chair, Routt County Board of Commissioners

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ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA COMMUNICATION FORM

ITEM DATE: July 10, 2020	**ITEM TIME:** 9:40 a.m.

FROM:	David 'Mo' DeMorat, Routt County Emergency Operations Director
TODAY'S DATE:	July 7, 2020
AGENDA TITLE:	RESUBMITTAL – Consideration for approval and authorization for the Chair to sign the Memorandum of Understanding for participation in the Colorado Emergency Fire Fund (EFF) between the Board of County Commissioners for the County of Routt, the Routt County 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

CHECK ONE THAT APPLIES TO YOUR ITEM:
X ACTION ITEM
❑ **DIRECTION**
❑ **INFORMATION**

I. DESCRIBE THE REQUEST OR ISSUE:

Consideration for approval and authorization for the Chair to sign the Memorandum of Understanding for participation in the Colorado Emergency Fire Fund (EFF) between the Board of County Commissioners for the County of Routt, the Routt County 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

II. RECOMMENDED ACTION:

Consideration for approval and authorization for the Chair to sign the Memorandum of Understanding for participation in the Colorado Emergency Fire Fund (EFF) between the Board of County Commissioners for the County of Routt, the Routt County 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

III. DESCRIBE FISCAL IMPACTS (VARIATION TO BUDGET):

PROPOSED REVENUE: None

PROPOSED EXPENDITURE: $20,445.34 for 2020

FUNDING SOURCE: Emergency Management Wildland Fire Budget

ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA COMMUNICATION FORM

IV. IMPACTS OF A REGIONAL NATURE OR ON OTHER JURISDICTIONS (IDENTIFY ANY COMMUNICATIONS ON THIS ITEM):

House Bill 12-1283, effective July 1, 2012, designated the Colorado Department of Public Safety Division of Fire Prevention and Control (DFPC) 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.

V. BACKGROUND INFORMATION:

Routt County's contribution is based on forested acres and county valuation which determines the acreage cost and valuation cost.

VI. LEGAL ISSUES:

State Of Colorado, Colorado Department of Public Safety Intergovernmental Agreement with the Board of County Commissioners for the County of Routt was approved to form by Erick Knaus, Routt County Attorney.

VII. CONFLICTS OR ENVIRONMENTAL ISSUES:

No

VIII. SUMMARY AND OTHER OPTIONS:

Signing the IGA makes Routt County eligible for EFF if we have a wildland fire we cannot control with county resources.

NOTE: This Agreement was approved by the BCC on March 10, 2020 and three (3) original signed copies were submitted to the State for execution. We were notified by the State that they could not locate our Agreement and requested that we re-submit three (3) more original signed copies of the Agreement. Erick Knaus advised we would have to re-submit this Agreement to the BCC for approval and Chair's signature.

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 _____ (hereinafter the "County"), the _____ County Sheriff (hereinafter "Sheriff"), and the 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. § 24-4-106,	Judicial Review
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. § 24-33.5-1218.	Cooperation with Governmental Units
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. § 24-33.5-1226.	Wildfire Emergency Response Fund

C.R.S. § 24-33.5-1228.	Colorado Firefighting Air Corps
C.R.S. § 29-1-101, *et seq.*	Local Government Budget Law
C.R.S. § 29-22.5-101, *et seq.*	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. § 30-10-513.5.	Authority of sheriff relating to fires within unincorporated areas of county - liability for expenses
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 1/31/2021
Assessment for Renewal Term 1	Effective Date or shortly thereafter
Renewal Term 1	2/1/2021 – 1/31/2022
Annual Contribution for Renewal Term 1	2/1/2021 or before
AOP Executed	4/1/2021 or before
Assessment for Renewal Term 2	7/1/2021
Renewal Term 2	2/1/2022 – 1/31/2023
Annual Contribution for Renewal Term 2	2/1/2022 or before
AOP Executed	4/1/2022 or before
Assessment for Renewal Term 3	7/1/2022
Renewal Term 3	2/1/2023 – 1/31/2024
Annual Contribution for Renewal Term 3	2/1/2023 or before
AOP Executed	4/1/2023 or before
Assessment for Renewal Term 4	7/1/2023
Renewal Term 4	2/1/2024 – 1/31/2025
Annual Contribution for Renewal Term 4	2/1/2024 or before
AOP Executed	4/1/2024 or before
Contract Expiration	1/31/2025

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, 2021 (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 75th 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 2020 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:

Annual EFF Assessment= Acreage Cost + 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 August 1 of the Initial Term and each subsequent Renewal Term, the DFPC shall send a letter advising the counties of their actual assessment for the Renewal Term. This notice shall match the invoice reference in item iii below.

iii. On or before October 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.

iv. 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 written financial reports ("EFF Financial Report") to the EFF Committee and to all participants in the EFF Program prior to the Fall Committee meeting, 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, 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. DFPC approved costs for fire suppression activities as outlined in the CDPS Cooperator Incident Reimbursement Guidelines.

b. Host County permanent employees overtime pay including benefits.

c. Host County temporary/seasonal employee regular and overtime pay including benefits.

d. Host Fire Protection District permanent employees overtime pay including benefits.

e. Host Fire Protection District temporary/seasonal employee regular and overtime pay including benefits.

f. Host Volunteer Fire Department volunteer employees regular and overtime pay including benefits.

g. State of Colorado employee project and overtime pay including benefits and travel expenses.

h. State of Colorado temporary/seasonal employee regular and overtime pay including benefits and travel expenses.

i. State of Colorado, Host County, and Host Fire Protection District equipment use.

j. Restock and/or replacement of supplies consumed, lost or destroyed in the fire control effort.

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 Fire 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 within the organization's legal boundaries.

vi. 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 and the parties have entered into an Assumption of Fire Control Duty Agreement. 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 annual 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.

8. Escaped Prescribed Fire Reimbursement. In the event that EFF monies are used to pay expenses for a fire which was determined to be the result of an escaped prescribed fire, the County, or its delegated representative, shall seek compensation from the party determined to be responsible for the escape within 180 days from the cause and origin determination. Funds recovered, up to the same amount expended by the EFF for this incident, by shall be placed into the EFF.

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: Michael Morgan, Director, 690 Kipling Street, #2000, Lakewood, CO 80215

County: _____
Name, Title, Address

Sheriff: _____
Name, Title, Address

Copies of EFF Financial Reports shall also be sent to:

County: _____
Name, Title, Address

Sheriff: _____
Name, Title, Address

Copies of Annual Assessments shall also be sent to:

County: _____
Name, Title, Address

Sheriff: _____
Name, Title, Address

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 (COLORADO FISCAL RULE 3-3)

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

i. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

ii. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

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

iii. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted

as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

iv. INDEPENDENT CONTRACTOR.

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

v. COMPLIANCE WITH LAW.

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

vi. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

vii. PROHIBITED TERMS.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

viii. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the

State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

ix. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

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 Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

x. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, et seq., C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

xi. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, et seq., C.R.S.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor (i) shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment ("Department Program") to undertake pre-employment screening of job applicants while this Contract is being performed, (ii) shall notify the Subcontractor and the contracting State agency or institution of higher education within three days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, (iii) shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within three

days of receiving the notice, and (iv) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or §§8-17.5-101, et seq., C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

xii. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, et seq., C.R.S.

Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Contractor (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of §§24-76.5-101, et seq., C.R.S., and (iii) has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Contract.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

ROUTT COUNTY, COLORADO:

Board of County Commissioners:

By:_____
Chair

Timothy V. Corrigan, Commission Chair
Print Name & Title of Authorized Officer
ATTEST:

(SEAL)

_____
Kim Bonner, County Clerk

County Sheriff:

By:_____
Garrett Wiggins, Routt County Sheriff

EFF ADVISORY COMMITTEE:

Approved as to Form

By: _____
Chair

STATE OF COLORADO:
Jared Polis, GOVERNOR

Department of Public Safety: Division of Fire Prevention and Control

By:_____
Michael Morgan
Director

ALL CONTRACTS MUST BE APPROVED
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.

STATE CONTROLLER:
ROBERT JAROS

By:_____

Printed Name: _____

Date:_____

ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA COMMUNICATION FORM

ITEM DATE:	ITEM TIME:

FROM:	Kari Ladrow, Director of Public Health
TODAY'S DATE:	6/25/2020
AGENDA TITLE:	CDPHE Certification Letter – COVID-19 Funding

CHECK ONE THAT APPLIES TO YOUR ITEM:

X ACTION ITEM

× DIRECTION

❑ INFORMATION

I. DESCRIBE THE REQUEST OR ISSUE:

The Colorado Department of Public Health and Education (CDPHE) has awarded the County some CARES Act funding. They are requiring a certification letter stating Routt County will only use the funds to cover COVID-19 related expenditures.

II. RECOMMENDED ACTION *(motion)***:**

The Public Health Department and County Manager's office is requesting board approval to give the County Manager authorization to sign the certification letter.

III. DESCRIBE FISCAL IMPACTS (VARIATION TO BUDGET):

PROPOSED REVENUE *(if applicable)***: 55,203**

CURRENT BUDGETED AMOUNT: $0.00

PROPOSED EXPENDITURE: COVID related expenditures

FUNDING SOURCE: CDPHE – CARES Act

SUPPLEMENTAL BUDGET NEEDED: YES NO

No

IV. IMPACTS OF A REGIONAL NATURE OR ON OTHER JURISDICTIONS (IDENTIFY ANY COMMUNICATIONS ON THIS ITEM):

No noted

ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA COMMUNICATION FORM

V. BACKGROUND INFORMATION:

In responses to the COVID epidemic, CDPHE has received additional funding through the CARES Act to help cover the some of the costs of COVID-19. Of the additional CARES Act funding received by CDPHE, they have awarded Routt County $55,203 to be used for COVID related items by December 30, 2020. If the funds are not spent, they are to be returned to CPDHE by December 30, 2020.

CDPHE will distribute the funding in two installments, the first one by the end of the month with no documentation required; and the second installment when they receive the certification letter, please see the attached "Memo of CARES Funding" pdf. The certification letter is due to them by July 15, 2020.

VI. LEGAL ISSUES:

County Attorney has reviewed the certification letter and filled it out and has no issues with it. His recommendation is to have the County Manager sign the letter.

VII. CONFLICTS OR ENVIRONMENTAL ISSUES:

None Noted

VIII. SUMMARY AND OTHER OPTIONS:

Department of Public Health the County Manager's Office request BCC to authorize the County Manager to sign the certification letter to receive the second installment of the additional COVID-19 funding through the CARES Act.

IX. LIST OF ATTACHMENTS: Supplemental Budget Request

Memo of CARES Act Funding
Certification Letter

COLORADO
Department of Public Health & Environment

To: State of Colorado Local Public Health Agencies (LPHA's)
From: Colorado Department of Public Health and Environment (CDPHE)
Subject: Coranavirus Relief Fund (CARES Act) Funding

CDPHE has issued unilateral purchase orders (PO's) for allocation of Coranavirus Relief Fund dollars to the LPHA's. While these funds will provide much-needed relief, there are some important steps associated with receiving this funding as a subrecipient of the CDPHE.

First, CDPHE will advance 50% of the funds upfront to each LPHA. The remaining 50% will be advanced once the Department receives a CARES Act certification letter. Email your completed certification letter to: cdphe_covid-19@state.co.us. This certification will need to be received no later than 30 days after the execution of the purchase order. The certification will attest, among other things, that the subrecipient will utilize the funds to cover costs that:

1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. Were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act); and
3. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

Regulators at all levels are requiring increased transparency and reporting of these funds and subrecipients must retain specific documentation on all uses of these funds. The following documentation must be submitted to CDPHE via email to cdphe_covid-19@state.co.us:

1. A detailed summary of qualifying March 1, 2020 through June 30, 2020 expenditures that will be covered by these funds no later than July 24, 2020. This is needed for the proper recording of expenditures for the State's financial statements and to meet GASB requirements.
2. A monthly report qualifying each month's expenditures. Subrecipients must ensure that expenditures are reimbursed by only one funding source. The expenditure template shall be provided no later than July 1, 2020.

Finally, any unused funds must be returned to the State of Colorado no later than January 8, 2021.

State of Colorado CARES Act Notice of Award and Certification Letter

I, Mark Collins, am the chief executive of Routt County, Colorado, and I certify that:

1. I have the authority on behalf of Routt County, Colorado to request a transfer from the State of Colorado – Governor's Office (State of Colorado) from the allocation of funds to the State of Colorado from the Coronavirus Relief Fund as created in Pub. L. No. 116-136, the Coronavirus Aid, Relief, and Economic Security Act (CARES Act).

2. I understand that the State of Colorado will rely on this certification as a material representation in making a transfer to Routt County, Colorado.

3. Routt County, Colorado's proposed uses of the funds provided as a transfer will be used only to cover those costs that:
    1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
    2. Were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act); and
    3. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

4. A cost is "incurred" when Routt County, Colorado has expended funds to cover the cost. If Routt County, Colorado has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by statute, those funds must be returned to the State of Colorado no later than January 8, 2021.

5. Funds provided as a direct payment from the State of Colorado pursuant to this Notice of Award and Certification Letter must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure under the CARES Act. Any funds expended that do not adhere to official federal guidance shall be returned to the State of Colorado.

6. Any entity receiving funds pursuant to this certification shall retain documentation on all uses of the funds, including invoices, sales receipts, time and effort reporting, and any other documentation identified in the Addenda. Such documentation shall be produced to the State of Colorado upon request.

7. The State of Colorado has created the CARES Act Fund to receive Coronavirus Relief Fund moneys prior to allocation for eligible expenditures. Non-State entities shall follow CARES Act Fund tracking instructions provided by the State of Colorado.

8. All entities shall follow Federal Funding Accountability and Transparency Act (FFATA) terms and conditions, Office of Management and Budget (OMB) Uniform Guidance, and the 2019 OMB Compliance Supplement.

9. Additional Documentation

See attached addenda for specific allowable uses and conditions.

By: _____

Signature: (electronic) _____

Title: _____

Addendum A - Funds Allocated by EO D 2020 070 Section II.A(7)

Five hundred ten million dollars ($510,000,000) for FY 2019-20 to be transferred from the CARES Act Fund to CDE for expenditures associated with actions to facilitate compliance with COVID-19-related public health measures, including facilitating distance learning and social distancing for in-person contact hours, mitigating lost learning, and the provision of economic support in connection with the COVID-19 emergency to stimulate the economy by supporting Colorado's workforce through increasing free instructional hours for our kindergarten through 12th grade education system. All funds must be distributed on a per pupil basis to local school districts, and proportionally by student population to the Charter School Institute and the Colorado School for the Deaf and the Blind, and $25,000 to each Board of Cooperative Educational Services (BOCES).

Allowable Uses

Expenses of actions to facilitate compliance with COVID-19-related public health measures and mitigate the second-order effects of COVID-19 through the provision of economic support, such as:

1) Expenses due to modifications necessary to comply with State and local public health orders, including classroom and building reconfigurations, student health monitoring, transportation, smaller class sizes, and increased social distancing.
2) Expenses to prepare for school closures and reopenings, including but not limited to planning, human resources, and parent communication.
3) Expenses to limit transmission of the COVID-19 virus among students and faculty including cleaning, sanitizing and ventilating school, and administration buildings.
4) Expenses to protect the health of students, faculty and administrators exposed or at risk of exposure to COVID-19, including nursing care, sick leave, temperature monitoring, and school health clinics.
5) Expenses to meet the mental health needs of students experiencing trauma or mental health challenges as a result of the COVID-19 public health emergency.
6) Expenses to facilitate distance learning for students and educators, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions. This includes but is not limited to hardware, software, internet connections, curriculum development, professional development for educators, online learning materials, student and family outreach, engagement, and support, and reimbursement of these expenses incurred directly by educators when supported by appropriate documentation.
7) Expenses to recover lost learning time due to COVID-19. This includes increasing instructional hours that were reduced due to COVID-19 and also includes adding instructional hours for vulnerable and at-risk children and youth. This includes but is not limited to outreach, afterschool programming, tutoring, summer school and instructional

time with at-risk students, including English learners, students with disabilities, low-income students, students experiencing homelessness as defined by the McKinney-Vento Homeless Assistance Act Subtitle VII-B, and students in foster care.

8) Expenses associated with the delivery and increased provision of school nutrition programs during school closures due to COVID-19,
9) Necessary expenses to comply with the provisions of this Notice of Award and Certification Letter as well as the allowable uses and conditions of use set forth in this addendum, including for administrative and accounting expenses, up to 0.5% of the recipient's allocation.

<u>Conditions of Use</u>

The following performance measures will be monitored by CDE as a condition of receiving and expending monies from the CARES Act Fund, subject to audit by the Office of the State Auditor (OSA).

1) For expenses to recover lost learning time due to COVID-19: Increasing instructional hours, either in-person or through distance learning as measured by the number of instructional hours completed as compared to the total instructional hours expected.
2) For expenses for all other allowable uses: Expense reports demonstrating specific costs.

Addendum B - Funds Allocated by EO D 2020 070 Section II.A(8)

Four hundred fifty million dollars ($450,000,000) for FY 2019-20 to be transferred from the CARES Act Fund to the Colorado Department of Higher Education for expenditures associated with actions to facilitate compliance with COVID-19-related public health measures and with the provision of economic support in connection with the COVID-19 emergency to stimulate the economy by supporting Colorado's workforce through increasing student retention and completions at state institutions of public higher education. Institutions receiving such funds commit to raise by no more than three (3) percent their FY 2020-21 resident undergraduate tuition rate, or to seek a waiver of this requirement from the Governor's Office.

<u>Allowable Uses</u>

Expenses of actions to facilitate compliance with COVID-19-related State and local public health measures and mitigate the second-order effects of COVID-19 through the provision of economic support, such as:

1) Expenses related to health and safety precautions and services that are necessary to respond to the COVID-19 public health emergency, including:
    a) Expenses to limit transmission of the COVID-19 virus among students and faculty, including:
        i) Cleaning, sanitizing and ventilating school buildings, dormitories, and common spaces;
        ii) Temperature monitoring, COVID-19 screening and testing, and contact tracing;
        iii) Acquisition and distribution of medical and protective supplies; and
        iv) Quarantining individuals;
    b) COVID-19-related expenses of campus health clinics and similar facilities.
2) Expenses to meet the mental health needs of students experiencing trauma or mental health challenges as a result of the COVID-19 public health emergency.
3) Expenses to prepare for school closures and reopenings, including but not limited to planning, classroom reconfigurations, student health monitoring, and student outreach and communication.
4) Expenses to facilitate distance learning in connection with school closings to enable compliance with COVID-19 precautions, including:
    a) Technological improvements, including but not limited to hardware, software, and internet connections;
    b) Curriculum development, professional development for educators, online learning materials, and student outreach and support; and
    c) Payroll and benefit costs of educational support staff or faculty responsible for developing online learning capabilities necessary to continue educational instruction in response to COVID-19-related school closures.

5) Expenses to recover lost learning time due to COVID-19, including restoring instructional hours that were reduced due to COVID-19 and adding supplemental instructional hours for vulnerable and at-risk students.
6) Personnel expenses that are necessary to respond to the COVID-19 public health emergency, including:
    a) Payroll expenses for employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency, such as campus safety officers, nurses, and healthcare providers;
    b) Expenses to improve telework capabilities for employees to enable compliance with COVID-19 public health precautions;
    c) Expenses of providing paid sick and paid family and medical leave to employees to enable compliance with COVID-19 public health precautions.
7) Expenses related to providing economic support to educate students affected by COVID-19 by maintaining enrollment, retention, and credential completion, including but not limited to:
    a) Covering all or a portion of a student's cost of attendance;
    b) Providing technology and technological support necessary to participate in distance learning in connection with school closings to enable compliance with COVID-19 public health precautions;
    c) Maintenance of student employee compensation in the event that a student employee is unable to perform their assigned job duties as a result of COVID-19-related State or local public health orders or school closings; and
    d) Emergency financial assistance to students who experience a health or economic emergency as a result of COVID-19.
8) Necessary expenses to comply with the provisions of this Notice of Award and Certification Letter as well as the allowable uses and conditions of use set forth in this addendum, including expenses incurred to perform necessary administrative and accounting functions related to the use of Coronavirus Relief Funds, up to the lesser of 0.5% of the recipient's allocation or $200,000.

<u>Conditions of Use</u>

The following performance measures will be monitored by CDHE as a condition of receiving and expending monies from the CARES Act Fund, subject to audit by the Office of the State Auditor (OSA).

1) For expenses to provide economic support:
    a) Increasing resident student enrollment in FY 2020-21 compared to projected resident student enrollment for Fall 2020; and
    b) Increasing the number of credentials produced in Spring 2021 compared to the projected number of credentials expected to be produced. Credentials may include

certificates, undergraduate degrees, including associate's and bachelor's degrees, and graduate degrees, including master's, professional, and doctoral degrees.

2) For all other allowable uses, expense reports demonstrating specific costs.
3) Recipient commits to raise by no more than 3 percent its FY 2020-21 resident undergraduate tuition rate, or to seek a waiver of this requirement from the Governor's Office.

ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA COMMUNICATION FORM

ITEM DATE: July , 2020	ITEM TIME:

FROM:	Kevin Booth
TODAY'S DATE:	July 7, 2020
AGENDA TITLE:	Supplemental Request for Electrostatic Spray Equipment for YVRA

CHECK ONE THAT APPLIES TO YOUR ITEM:
X ACTION ITEM
❑ **DIRECTION**
❑ **INFORMATION**

I. DESCRIBE THE REQUEST OR ISSUE:

Consideration for approval and authorization for the YVRA Director to purchase the Electrostatic Spray Equipment and products outlined in the attached supplemental form.

II. RECOMMENDED ACTION:

Approval and authorization for the YVRA Director to purchase the Electrostatic Spray Equipment and products outlined in the attached supplemental form.

III. DESCRIBE FISCAL IMPACTS (VARIATION TO BUDGET):

PROPOSED REVENUE: NA

PROPOSED EXPENDITURE: $16,416

FUNDING SOURCE: FAA CARES Act O&M funding

Total CARES Act grant funding for YVRA O&M costs is $15,506,472; this funding has been secured with a fully executed FAA grant agreement dated 5 May 20. This purchase is eligible for reimbursement by the FAA as part of this CARES Act grant agreement.

IV. IMPACTS OF A REGIONAL NATURE OR ON OTHER JURISDICTIONS (IDENTIFY ANY COMMUNICATIONS ON THIS ITEM):

None expected

ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA COMMUNICATION FORM

V. BACKGROUND INFORMATION:
This purchase includes larger backpack/roller cart electrostatic sprayers (2 ea.) as well as smaller cordless handheld sprayers (3 ea.). These sprayers will provide YVRA personnel the capability to effectively and efficiently disinfect large public areas in the terminal to include all holdrooms, ticketing, baggage claim, conference rooms, restaurant and snack bar; the smaller sprayers will be used for smaller work areas, break rooms and rooms in the ARFF/SRE building on the south side of the runway. Concept is to spray public areas with disinfectant after hours nightly to augment our periodic cleaning protocols during business hours each day. Airport staff did extensive research on EPA, CDC and FDA approved/recommended machines a products and determined the EMist sprayers to be the most cost effective and efficient units available. These units were vetted and are now being used by United Airlines for aircraft disinfection between flights. YVRA is currently refining staffing requirements, disinfection schedules/intervals and scope of cleaning, sanitizing and disinfecting our different areas.
VI. LEGAL ISSUES:
None expected since we are following recommendations from the EPA, CDC and FDA.
VII. CONFLICTS OR ENVIRONMENTAL ISSUES:
We chose a sprayer that can use a no-rinse, food-safe disinfectant product to reduce the risk of illness to passengers and employees. Employees will be mandated to wear the PPE recommended for the equipment and products being used.
VIII. SUMMARY AND OTHER OPTIONS:
Clorox 360 Electrostatic Sprayers are similar in capabilities and used in other airports; these units are back ordered for months to come, restricted to Clorox disinfectant products only, and more expensive than the EMist sprayers. Products for use with the EMist sprayer are available through our local cleaning suppliers.

Supplemental Budget Introduction and Instructions

The following are various instructions and policies to help you in preparing the supplemental budget.

This area can be removed or deleted before presenting to the various internal service departments, County Manager and Commissioners for review and authorization.

Supplemental Budget Instructions

Supplemental Budget Instructions.pdf

Core, Necessary, Discretionary Definitions

Core, Necessary, Discretionary Definitic

Capital Asset Policy

Capital Asset Policy 31511.pdf

Controllable Asset Policy

Routt County Controllable Asset Po

Statement of Policy Regarding Grant Applications, Their Approval and their Administration

Statement of Policy of Routt County, Colo

Yampa Valley Regional Airport

Supplemental Budget

Project Title

Provide a Title for the Project

Electrostatic Spraying Equipment

Brief Description of the Request

Provide a short description of the project, event etc.

One of the key elements for Airports to implement public health measures to minimize risk of COVID-19 transmission during travel in the air transportation system is increased cleaning and disinfection. One tool that is being recommended to increase the effectiveness of cleaning and disinfecting is electrostatic sprayers. Electrostatic sprayers introduce an attractive charge and atomizes the disinfectant solution, the charged particles are attracted to surfaces and the solution "wraps around" surfaces, each surface is uniformly coated with solution reaching areas that can't be disinfected with traditional methods.

Based on extensive research by our restaurant and janitorial staff the recommendation is to purchase the EMist System including the following equipment to meet these needs:

- 2 Cordless Roller Carts - $8,390.00
- 3 Cordless Handheld Sprayers - $4,485.00
- 2 Backpack Conversion Kits - $262.00
- 2 Rechargeable Batteries - $400.00
- 20 Tank Disposable Liners - $55.00
- 2 Grounding Straps - $38.00
- 2 Battery Chargers - $490.00
- 3 Handheld Chargers - $108.75
- 3 Nozzle Tips - $13.20
- 3 Tanks - $78.84
- 3 Handheld Tank Cap Covers - $8.04
- 3 Handheld Tank Cap Assembly - $47.40
- Shipping - $1,423.34
- Total = $16,415.75

Source of Unanticipated Revenue and Funding

Describe how the department will generate additional revenue or cut costs to fund the expenditure request.

This additional cost will be covered with the CARES Act Funds received by the Airport.

Core, Necessary or Discretionary Request

(Using the criteria defining Core, Necessary or Discretionary categorize in writing the reasons why the request is Core, Necessary, or Discretionary.)

This is a core request as the equipment is critical to preventing a major health hazard due to COVID 19 for airport passengers and staff.

Grant Funding

Describe the grant, provide supporting documentation and if federally funded provide the Codification of Federal Domestic Assistance number

Justification

Provide information as to what, where and why the additional expenditure request is needed. Provide statistical information. Case load, turn around time, etc.

This supplemental request is to purchase Electrostatic Spraying Equipment to be used at all of the buildings located at the airport including the terminal, hangar 1, and ARFF/Maintenance building.

A safe, secure, efficient, and resilient air transportation system that addresses the threat of COVID 19 is critical to reducing the public health risk and supporting the United States' critical infrastructure needs. The airport staff is working on implementing measures to mitigate the public health risks associated with COVID 19 and preparing for an increase in travel volume. One of the key measures is enhanced cleaning and disinfection. The request for Electrostatic Spraying Equipment is one part of these measures. In addition to the requested equipment request the restaurant and janitorial staff are implementing clearly documented cleaning procedures, including areas, frequency, cleaning/disinfecting products, and responsible parties. Electrostatic sprayers are being recommended by the EPA based on the application of solutions that can disinfect an entire facility with hours and cover 360-degrees of all surfaces.

Cost Benefit Analysis

Prepare a cost/benefit analysis justifying the request.

N/A

Who Will Benefit?

Identify who will benefit and how many.

Passengers, Tenants, and Employees

Alternatives

Provide alternatives and discuss the pros and cons to each alternative.

None

Emergency Need

Provide information as to why the request is an emergency and cannot be part of the normal annual budget process.

Due to the long lead time and back order of this equipment it is critical to place this order as soon as possible in order to have the equipment in-place prior to the ski season.

Consequences of Postponement or Denial

If the expenditure is postponed or denied what are the consequences (financial, projects not completed, turnaround time)?

Possible spread of COVID 19 to/from passengers and employees.

Accounting Information

This section actually places the request into accounts and dollars of the department's budget. Budget amounts should be rounded to the nearest $10. Please contact the Accounting Contact for assistance for this section.

Accounting Information	Account Number	Original Budget	Supplemental Budget	Amended Budget
YVRA				
Funding Sources				
YVRA CARES Act		$ -	$ 16,416	$ 16,416
Total		$ -	$ 16,416	$ 16,416
Expenditures				
Terminal - Controllable Add	45159578 781000	$ -	$ 16,416	$ 16,416
Total		$ -	$ 16,416	$ 16,416
Communications Pool				
Funding Sources				
Total		$ -	$ -	$ -
Expenditures				
Total		$ -	$ -	$ -

Before submitting the supplemental budget to the BCC, the internal service department managers and the County Manager are required to review and sign off in writing on the supplemental budget request.

Internal Service Department Managers Review Comments

Reviews and Authorizations

Kevin A. Booth 7 Jul 20

Department Manager Signature/Date

Capital/Controllable Asset Managers Signature/Date

Human Resources Signature/Date

Budget Manager Signature/Date

Purchasing Manager Signature/Date

Executive Management Team/Date

County Attorney Signature/Date

County Manager Signature/Date

County Commissioner/Date

County Commissioner/Date

ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA COMMUNICATION FORM

ITEM DATE: July 10, 2020	**ITEM TIME:** 10:05 AM

FROM:	Kevin Booth
TODAY'S DATE:	July 8, 2020
AGENDA TITLE:	YVRA Update on AIP-47 Terminal Expansion Project and FAA Funding

CHECK ONE THAT APPLIES TO YOUR ITEM:

X ACTION ITEM

❑ **DIRECTION**

❑ **INFORMATION**

I. DESCRIBE THE REQUEST OR ISSUE:

Consideration for approval and authorization for the YVRA Director to utilize CARES Act funding for project costs deemed ineligible by the FAA, costs that exceed the AIP-47 and -48 grant funding and to fund the local match associated with all AIP grant funded projects.

II. RECOMMENDED ACTION:

Approval and authorization for the YVRA Director to utilize CARES Act funding for project costs deemed ineligible by the FAA, costs that exceed the AIP-47 and -48 grant funding and to fund the local match associated with all AIP grant funded projects.

III. DESCRIBE FISCAL IMPACTS (VARIATION TO BUDGET):

PROPOSED REVENUE: NA

PROPOSED EXPENDITURE: $596,661

FUNDING SOURCE: FAA CARES Act O&M funding

Total CARES Act grant funding for YVRA O&M costs is $15,506,472; this funding has been secured with a fully executed FAA grant agreement dated 5 May 20. The proposed expenditure is eligible for reimbursement by the FAA as part of this CARES Act grant agreement.

IV. IMPACTS OF A REGIONAL NATURE OR ON OTHER JURISDICTIONS (IDENTIFY ANY COMMUNICATIONS ON THIS ITEM):

None expected

V. BACKGROUND INFORMATION:

This initiative utilizes CARES Act funding for costs associated with completion of the current terminal expansion program. It reduces YVRA's ask for 2021 AIP funding by approx. $258K which will allow our current CIP to be executed as programmed; this should facilitate purchase/delivery of a much needed rotary broom replacement in 2021 and increases the probability for additional discretionary funding from the FAA in support of our programmed $7.5M design and construct de-ice and apron rehabilitation project in 2021 and 2022. Additionally this initiative reduces the pressure on current and future YVRA reserves.

ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA COMMUNICATION FORM

VI. LEGAL ISSUES:
None expected.
VII. CONFLICTS OR ENVIRONMENTAL ISSUES:
None expected.
VIII. SUMMARY AND OTHER OPTIONS:
NA

ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA COMMUNICATION FORM

ITEM DATE: July 10, 2020	**ITEM TIME:** 10:05 AM

FROM:	Kevin Booth
TODAY'S DATE:	July 8, 2020
AGENDA TITLE:	Proposed MOU in Support of YVRA Solar Project

CHECK ONE THAT APPLIES TO YOUR ITEM:

X ACTION ITEM

❑ DIRECTION

❑ INFORMATION

I. DESCRIBE THE REQUEST OR ISSUE:

Consideration for approval and authorization for the YVRA Director to draft and coordinate execution of an MOU between Routt County and the Colorado Energy Office in support of the DOLA-sponsored solar project at YVRA.

II. RECOMMENDED ACTION:

Approval and authorization for the YVRA Director to draft and coordinate execution of an MOU between Routt County and the Colorado Energy Office in support of the DOLA-sponsored solar project at YVRA.

III. DESCRIBE FISCAL IMPACTS (VARIATION TO BUDGET):

PROPOSED REVENUE: NA

PROPOSED EXPENDITURE: $321,199

FUNDING SOURCE: FAA CARES Act O&M funding

Total CARES Act grant funding for YVRA O&M costs is $15,506,472; this funding has been secured with a fully executed FAA grant agreement dated 5 May 20. The proposed expenditure is eligible for reimbursement by the FAA as part of this CARES Act grant agreement.

IV. IMPACTS OF A REGIONAL NATURE OR ON OTHER JURISDICTIONS (IDENTIFY ANY COMMUNICATIONS ON THIS ITEM):

None expected

V. BACKGROUND INFORMATION:

This initiative utilizes CARES Act funding for costs associated with completion of the solar project now in the final planning phase with McKinstry. The expenditure suggested is to buy down the payback of the project to 10 years as suggested by DOLA. The project is planned as an Energy Performance Contracting Program (EPC) and the energy cost savings are programmed to fund the rest of the construction and maintenance required for the project.

VI. LEGAL ISSUES:

None expected.

ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA COMMUNICATION FORM

VII. CONFLICTS OR ENVIRONMENTAL ISSUES:
None expected.
VIII. SUMMARY AND OTHER OPTIONS:
Attached pls find: MOU Template DOLA Construction Grant Options Solar Project Template as of June 2020

MEMORANDUM OF UNDERSTANDING

between the CEO and FACILITY OWNER

Overview

One hallmark of success in the Colorado Energy Office's (CEO's) Energy Performance Contracting Program (EPC) is the support provided by one of CEO's EPC project consultants to each and every EPC project. A CEO EPC project consultant provides coaching and technical assistance to the Facility Owner every step of the way to ensure that the Colorado Energy Performance Contracting Program is a successful experience for all.

The EPC Program brochure describes Colorado's Standards for Success for the relationship between CEO and its clients and their energy service company. It also outlines the coaching and technical assistance provided Program participants **at no charge** throughout the life cycle of an EPC project. CEO does this to ensure a successful experience through what can be an involved technical, legal and financial process.

In addition, CEO offers standardized program contracts and processes and a pool of pre-qualified Energy Service Companies to make EPC projects even more approachable.

To benefit from this package of coaching and technical assistance, please:

1. Have the authorized signer from your state agency or local jurisdiction sign the following non-binding Memorandum of Understanding;
2. Complete the attached Facility Owner Information sheet; and
3. Return the paperwork to DeLynne Southern, Energy Performance Contracting Program Technical Specialist at delynne.southern@state.co.us or the address below. Should you have any questions or concerns, her direct phone number is 303.866.2391.

Best wishes for your venture into energy and cost savings!

MEMORANDUM OF UNDERSTANDING
between the COLORADO ENERGY OFFICE
and [FACILITY OWNER]

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between the STATE OF COLORADO (the "State"), acting by and through the Colorado Energy Office (the "CEO"), and [FACILITY OWNER] (the "Facility Owner"). "Party" means the State, CEO or Facility Owner and "Parties" means both the State/CEO and the Facility Owner.

RECITALS

WHEREAS, in compliance with the State Procurement Code as set forth in section 24-101-101, *et seq.*, C.R.S. and any applicable public bidding requirements, the CEO issued a Request for Proposals ("RFP") to energy service companies ("ESCOs") to provide as needed energy performance contract services for its Energy Performance Contracting Program; and

WHEREAS, as a result of the RFP process, CEO maintains a list of pre-qualified ESCOs that are eligible for final selection by State agencies and local governments and/or municipalities to provide energy performance contracting services; and

WHEREAS, the purpose of this MOU is to provide the Facility Owner with access to the services and support of the CEO's Energy Performance Contracting ("EPC") Program; and

WHEREAS, in furtherance of the purpose of this MOU, the CEO is available to assist the Facility Owner with the development and implementation of EPC projects, as well as to encourage the Facility Owner to adhere to the guidelines of the EPC Program.

NOW, THEREFORE, for and in consideration of the mutual covenants and the representations and covenants contained herein, the parties hereto agree as follows:

1. **Effective Date of MOU.** This MOU shall become effective upon the later date on which the Director or authorized designee of CEO, or the representative for the Facility Owner has signed it.

2. **Term of MOU.** The Parties' respective performances under this MOU shall commence on the Effective Date and shall expire one year from date of signature or at the end of the term of services contracted from a pre-qualified ESCO.

3. **Responsibilities of the CEO and the EPC Program to Facility Owner.** The responsibilities of the CEO and the EPC Program include, but are not limited to:

   a. Upon execution of this MOU, CEO will assign an EPC project consultant to provide advice and technical assistance throughout the lifecycle of Facility Owner's project.

   b. CEO will provide the Facility Owner with information on the CEO website regarding the pre-approved, pre-qualified list of ESCOs, which includes links to the ESCOs' website for further information;

   c. CEO will assist Facility Owner to procure the services of an ESCO from the pre-qualified list of approved ESCOs;

d. CEO will assist the Facility Owner with technical guidance in order to develop and execute a Technical Energy Audit and Project Proposal Contract with a pre-qualified ESCO and also support the Facility Owner with any amendments thereof;

e. CEO will provide technical guidance to the Facility Owner and attend on-site meetings between the Facility Owner and ESCO, as needed and subject to availability;

f. CEO will assist the Facility Owner to develop and initiate an energy performance contract project;

g. CEO will monitor project implementation for audits and for energy performance contract projects;

h. CEO will facilitate the energy performance contract process to ensure commitments are met by both the ESCO and the Facility Owner;

i. CEO will review Facility Owner's audits, proposals, calculations, contracts and measurement and verification reports;

j. As required for school districts and requested by other public agencies, the CEO will complete a construction walk-through of project facilities prior to the "Notice of Substantial Completion" documents being finalized;

k. If applicable, CEO will identify possible solutions to mediate any conflicts between the Facility Owner and the ESCO.

4. Responsibilities of the Facility Owner. The responsibilities of the Facility Owner include:

a. By executing this MOU, Facility Owner agrees to program participation in CEO's EPC Program and engage the CEO for assistance in all stages of the EPC Program, including project development;

b. Using a secondary selection process, Facility Owner agrees to select an ESCO from CEO's current pre-qualified list of ESCOs and which meets the requirements of Facility Owner's procurement rules, regulations and statutes (if applicable);

c. Facility Owner will provide information as needed for the feasibility study/technical energy audit and any other project development activities;

d. Facility Owner will review/approve the ESCO's proposals, designs and reports in a timely manner;

e. Facility Owner agrees to execute CEO approved contracts with the ESCO;

f. Facility Owner agrees to arrange for project financing, and with the assistance and advice of legal counsel, execute appropriate financing documents and EPC contract;

g. Facility Owner agrees to provide project management;

h. Facility Owner will endeavor to work with the pre-qualified ESCO to develop and refine project parameters and any other project development activities;

i. Facility Owner will assign its staff, employees, representatives to the facility project team including operations, maintenance, financial and upper management personnel;

j. Depending on the subject matter to be discussed, Facility Owner will ensure appropriate personnel attend project development meetings;

k. Facility Owner will provide access to and escort ESCO, its subcontractors and CEO to buildings during mutually agreed-upon hours;

l. If Facility Owner is a school district, Facility Owner agrees to allow CEO to complete a construction walk-through of project facilities prior to the "Notice of Substantial Completion" documents being finalized;

l. During project reviews and any other reviews, Facility Owner will endeavor to address CEO's recommendations;

m. As requested by CEO and as needed, Facility Owner agrees to provide CEO with information regarding measurement and verification activities.

5. THIS MOU IS NOT INTENDED TO CREATE, NOR WILL THIS MOU BE CONSTRUED OR INTERPRETED AS CREATING A LEGALLY BINDING AND ENFORCEABLE CONTRACT BETWEEN THE PARTIES. IN THE EVENT EITHER PARTY FAILS TO FULLY COMPLY WITH THE PROVISIONS OF THIS MOU, THERE WILL BE NO LEGAL OR EQUITABLE REMEDIES AVAILABLE TO EITHER PARTY. THE SOLE REMEDY AVAILABLE TO THE PARTIES FOR FAILURE TO FULLY COMPLY WITH THE PROVISIONS OF THIS MOU IS TO TERMINATE THIS MOU. THE FACILITY OWNER ACKNOWLEDGES AND AGREES THAT CEO'S SERVICES MAY INCLUDE ADVICE AND RECOMMENDATIONS, BUT ALL DECISIONS IN CONNECTION WITH THE FACILITY OWNER'S EPC PROJECT SHALL BE THE SOLE RESPONSIBILITY OF THE FACILITY OWNER, ITS AGENTS AND CONTRACTORS.

6. Signatures. IN WITNESS WHEREOF, the Parties have executed this MOU as of the Effective Date.

STATE OF COLORADO, acting by and through the **COLORADO ENERGY OFFICE**		**FACILITY OWNER:**	
Will Toor, CEO Director	Date	Name: Title: ___ Yes! I have reviewed this MOU and accept CEO's free technical support for an EPC project. ___ No thank you. I have reviewed this MOU and decline CEO's free technical support for an EPC project.	Date
EPC Team Representative	Date		

COLORADO
Energy Office

FACILITY OWNER INFORMATION

To be completed by facility owner (for CEO use only)

Owner's representative	
Name	
Title	
Mailing address	
Email address	
Direct office phone	
Cell phone	

Project information					
Types of facilities to be assessed for energy savings:	1. 2. 3. 4. 5. 6. 7. 8.				
Have you selected an ESCO?		Yes. Name:			No
If yes, has procurement department validated selection?		Yes.			Not yet.

Please list any immediate needs you have related to your performance contract.

Yampa Valley Regional Airport
Terminal Expansion
Project Budget

Printed: 7/8/2020

Description	Total	FAA	Local Ineligible	Local Eligible	Eligibility	Local/CDOT	AIP 47	AIP 48	AIP XX (FUTURE)
a. Administration									
HVAC Inspections	$ 7,500.00	$ 6,750	$ -	$ 750	100%	$ 750.00	$ 6,750.00	$ -	$ -
IFE Design	$ 3,600.00	$ 3,240	$ -	$ 360	100%	$ 360.00	$ 3,240.00	$ -	$ -
IFE CA	$ 3,000.00	$ 2,700	$ -	$ 300	100%	$ 300.00	$ 2,700.00	$ -	$ -
Advertisements	$ 5,000.00	$ 4,500	$ -	$ 500	100%	$ 500.00	$ 4,500.00	$ -	$ -
d. Architectural Engineering Basic Fees									
MH - Design	$ 295,809.00	$ 266,228	$ -	$ 29,581	100%	$ 29,580.90	$ 266,228.10	$ -	$ -
f. Project Inspection Fees									
MH - CA	$ 335,411.00	$ 301,870	$ -	$ 33,541	100%	$ 33,541.10	$ 301,869.90	$ -	$ -
MH - CA Bid Alternative 1	$ 4,500.00	$ -	$ 4,500.00	$ -	0%	$ 4,500.00	$ -	$ -	$ -
k. Construction and Project Improvements									
FCI - Schedule 1 - Holdroom Expansion	$ 1,343,000.00	$ 1,208,700	$ -	$ 134,300	100%	$ 134,300.00	$ 1,208,700.00	$ -	$ -
FCI - Schedule 2 - Façade Replacement	$ 775,000.00	$ 697,500	$ -	$ 77,500	100%	$ 77,500.00	$ 174,952.00	$ 494,700.00	$ 27,848.00
FCI - Schedule 3 - Ticketing Expansion	$ 559,000.00	$ 503,100	$ -	$ 55,900	100%	$ 55,900.00	$ -	$ 503,100.00	$ -
FCI - Schedule 4 - Gate Vestibules	$ 558,000.00	$ 502,200	$ -	$ 55,800	100%	$ 55,800.00	$ -	$ 502,200.00	$ -
FCI - Bid Alternative 1 - Second Floor Offices HVAC	$ 100,500.00	$ -	$ 100,500.00	$ -	0%	$ 100,500.00	$ -	$ -	$ -
CO1 - COR 01 - Carpet Match - Schedule 1	$ 3,409.00	$ 3,068	$ -	$ 341	100%	$ 340.90	$ -	$ -	$ 3,068.10
CO1 - COR 02 - Security Connect to IC Realtime - Schedule 1	$ 4,081.00	$ 3,673	$ -	$ 408	100%	$ 408.10	$ -	$ -	$ 3,672.90
CO1 - COR 02 - HVAC Controls - Schedule 1	$ 17,952.00	$ 16,157	$ -	$ 1,795	100%	$ 1,795.20	$ -	$ -	$ 16,156.80
CO2 - COR 04 - Door/Window Revisions - Schedule 1	$ 11,168.60	$ 10,052	$ -	$ 1,117	100%	$ 1,116.86	$ -	$ -	$ 10,051.74
CO2 - COR 04 - Door/Window Revisions - Schedule 3	$ 22,013.05	$ 19,812	$ -	$ 2,201	100%	$ 2,201.31	$ -	$ -	$ 19,811.75
CO2 - COR 04 - Door/Window Revisions - Schedule 4	$ 27,672.59	$ 24,905	$ -	$ 2,767	100%	$ 2,767.26	$ -	$ -	$ 24,905.33
CO2 - COR 04 - Door/Window Revisions - Bid Alt 1	$ 12,016.05	$ -	$ 12,016.05	$ -	0%	$ 12,016.05	$ -	$ -	$ -
CO2 - COR 06 - EFIS Detail - Schedule 2	$ 2,071.00	$ 1,864	$ -	$ 207	100%	$ 207.10	$ -	$ -	$ 1,863.90
CO2 - COR 07 - Area A Ticketing Column - Schedule 3	$ 4,422.00	$ 3,980	$ -	$ 442	100%	$ 442.20	$ -	$ -	$ 3,979.80
FF&E - Pending	$ 50,000.00	$ 45,000	$ -	$ 5,000	100%	$ 5,000.00	$ -	$ -	$ 45,000.00
Door Hardware - Pending	$ 15,000.00	$ 13,500	$ -	$ 1,500	100%	$ 1,500.00	$ -	$ -	$ 13,500.00
Building Façade Signage - Pending	$ 27,000.00	$ 24,300	$ -	$ 2,700	100%	$ 2,700.00	$ -	$ -	$ 24,300.00
Remaining Budget Contingency	$ 71,194.71	$ 64,075	$ -	$ 7,119					$ 64,075.24
Total	**$ 4,258,320.00**	**$ 3,727,174**	**$ 117,016**	**$ 414,130**	**97%**	**$ 524,026.97**	**$ 1,968,940.00**	**$ 1,500,000.00**	**$ 258,233.56**

FAA (AIP 47-48)	$ 3,468,940.00
CDOT (2019-2020 Grants)	$ 192,718.89
Local Eligible (CARES REIMBURSEMENT ELIGIBLE)	$ 192,718.89
Local Ineligible (CARES REIMBURSEMENT ELIGIBLE)	$ 117,016.05
FUTURE FAA GRANT OR CARES REIMBURSEMENT	$ 286,926.17

Stakeholder	Site	Project Cost	Annual Utility Savings	Estimated Payback without DOLA Grant (years)	10 year Payback				
					DOLA Grant Funding	Estimated Payback with DOLA Grant	% Match Required	Match Amount Required	Net Present Value
City of Steamboat	Transit Operations Center	$121,530	$5,076	23.94	$70,770	10 years	42%	$50,760	$56,491
	Waste Water Treatment Plant	$804,063	$64,141	12.54	$162,653	10 years	80%	$641,410	$599,789
Mt. Werner Water District	Water Treatment Plant	$139,782	$6,286	22.24	$76,992	10 years	45%	$62,790	$68,581
City of Craig	Waste Water Treatment Plant	$528,279	$41,885	12.61	$109,429	10 years	79%	$418,850	$396,578
	Water Treatment Plant	$431,979	$31,799	13.58	$113,989	10 years	74%	$317,990	$302,492
Moffat County	Safety Center	$426,312	$31,537	13.52	$110,942	10 years	74%	$315,370	$299,470
Moffat County School District	High School Campus	$502,986	$37,318	13.48	$129,806	10 years	74%	$373,180	$355,326
Yampa Valley Regional Airport	Airport	$429,790	$32,119	13.38	$108,600	10 years	75%	$321,190	$306,289
Town of Hayden	Police Station	$107,989	$3,673	29.40	$71,259	10 years	34%	$36,730	$40,488
	Redevelopment Building	$463,869	$28,950	16.02	$174,369	10 years	62%	$289,500	$270,849
	Waste Water Treatment Plant	$460,691	$32,308	14.26	$137,611	10 years	70%	$323,080	$308,592
Town of Oak Creek	Town Hall	$74,861	$2,049	36.54	$54,371	10 years	27%	$20,490	$28,354
Town of Yampa	Old Town Hall/Emergency Services Building	$48,642	$1,276	38.12	$35,882	10 years	26%	$12,760	$19,699
	Sewer Treatment Plant	$151,793	$5,591	27.15	$95,883	10 years	37%	$55,910	$61,665
		$4,692,566			$1,452,556			$3,240,010	

Contingency	
ECM	$0
Resiliency	$0
Total	$1,452,556

Stakeholder	Site	ECM	Potential Cost
Mt. Werner Water District	Water Treatment Plant	Lighting	$21,000
City of Craig	Waste Water Treatment Plant	Audit	TBD
	Water Treatment Plant		TBD
Yampa Valley Regional Airport	Airport	Retrocommissioning	TBD
		Behavior Engagement	TBD
		Controls Optimization	TBD
Town of Hayden	Redevelopment Site	Boiler Replacement	TBD
		Lighting	$150,000
Town of Oak Creek	Town Hall	Lighting	$7,500
Town of Yampa	Old Town Hall/Emergency Services Building	Lighting	$4,000
			Total to Add

0

Stakeholder	Site	Resliency Cost
Mt. Werner Water District	Water Treatment Plant	$165,415
City of Craig	Waste Water Treatment Plant	$228,850
	Water Treatment Plant	$932,320
Yampa Valley Regional Airport	Main Terminal	$345,380
	Airfield Lights	$130,210
	Hangar 1	$87,290
	PAPIs	$22,100
	Operations and Maintenance	$69,760
Town of Hayden	Police Station	$66,855
	Redevelopment Building	$203,115
	Waste Water Treatment Plant	$168,390
Town of Yampa	Old Town Hall/Emergency Services Building	$39,130
	Sewer Treatment Plant	$69,975
		Amount to Add	0

Solar Project Timeline
June 26, 2020

June 2020:

- Partners each sign an MOU with the Colorado Energy Office
- Partners finalize any energy savings projects (in addition to the solar) that they want to potentially include – McKinstry staff will be calling partners who indicated an interest in this.

July 2020:

- McKinstry provides 10 year payback data for each building for the DOLA grant
- McKinstry conducts energy savings and other add on project analysis and provides this to partners.
- Project partners agree to DOLA grant scope of work and budget, and provide letters of partnership
    - Project partners will need to meet to identify which projects – in addition to the solar – to include in the DOLA grant request. We need to do this by mid July. We have the solar information – we are waiting on information as to other project elements (energy efficiency, resiliency) that folks would like to include.
    - Project partners will need to commit to their portion of the DOLA grant request scope of work and to their share of the match – whether that be through performance contracting or other means.
- The City of Steamboat Springs will put together the grant application to DOLA, with support from partners. DOLA grant application is approved by partners prior to submittal to DOLA.

August 1, 2020:

- City of Steamboat Springs submits DOLA grant for project.

August - November

- McKinstry staff will finish the solar study

December – January

- Funding decision by DOLA. If successful:
    - City of Steamboat Springs will contract with DOLA for grant funds.

February/March

- Project partners will contract with an ESCO. At this point, we are looking to sole source with McKinstry for this work. They are acting in this capacity during our solar study. Formalizing this for the next step would mean they would provide construction management and oversight, and we could specify use of local contractors.
- Partners would continue to work with CEO on the performance contracting financing.