

ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS

Timothy V. Corrigan
District I

Timothy Redmond
District II

M. Elizabeth Melton
District III

Regular Meeting

March 22, 2022

Times listed on the agenda are approximations and may be longer or shorter, or being earlier than scheduled, 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.

All regular meetings are open to the public unless otherwise noted. All meetings will be held in the Routt County Historic Courthouse - 522 Lincoln Avenue, Hearing Room, Steamboat Springs - or otherwise noted.

Please [CLICK HERE](#) to join the webinar via Zoom.

To join by telephone dial 1-346-248-7799

Webinar ID: 851 5180 1592 Password: 444052

1. APPROVAL OF ACCOUNTS PAYABLE, MANUAL WARRANTS, AND PAYROLL

2. CONSENT AGENDA ITEMS

Items of routine and non-controversial nature are placed on the consent agenda to allow the Board of County Commissioners to spend its time and energy on more important items on a lengthy agenda. Any Commissioner may request that an item be "PULLED" from the consent agenda and considered separately. Any member of the public may "REQUEST" any item to be "PULLED" from the consent agenda.

A. APPROVAL AND AUTHORIZATION FOR THE CHAIR TO SIGN CCCAP FISCAL AGREEMENT

Documents:

[CCCAP FISCAL AGREEMENT TOTALLY TOTS.PDF](#)

B. APPROVAL AND AUTHORIZATION TO SIGN A PERMIT APPLICATION AND REPORT OF CHANGES FOR A NEW MANAGER REGISTRATION FOR CATAMOUNT DEVELOPMENT LLC DBA CATAMOUNT RANCH AND CLUB

3. CONSIDERATION OF ITEMS PULLED FROM THE CONSENT AGENDA

4. PUBLIC COMMENT

Public Comment will be heard on any item except quasi-judicial land use items. County Commissioners will take public comment under consideration but will not make any decision or take action at this time.

IF YOU ARE ATTENDING THE MEETING REMOTELY, To make a public comment raise your hand on the Zoom platform if online; if calling in press *9. Another option is to download the Zoom app that allows you to raise your hand as well. The moderator will then select you when it is your turn. Written public comment can also be submitted to bcc@co.routt.co.us.

Please make sure to indicate in the subject line of your email that it is public comment and reference the agenda item to which it relates. Public comments will be entered into the record.

5. 9:35 A.M. COUNTY MANAGER

Jay Harrington, County Manager

A. INTERGOVERNMENTAL AGREEMENT WITH THE NORTHWEST COLORADO DEVELOPMENT COUNCIL

Consideration of the approval of and authorization for the Chair to sign an Intergovernmental Agreement with the Northwest Colorado Development Council (NWCDC.)

Documents:

[BCC COMMUNICATION FORM NWCDC IGA.PDF](#)
[NWCDC IGA.PDF](#)

6. 9:50 A.M. PURCHASING

Julie Kennedy, Purchasing Agent

A. JUSTICE CENTER AND DETENTION CENTER TUNNEL SECURITY CAMERA UPGRADE SOLE SOURCE APPROVAL

Request the Board of County Commissioners approve the sole source award, the Chair sign the notice of award, and authorize the County Manager to electronically sign the Purchase Order to CML Security, LLC in the amount not to exceed \$65,875.00 for the Justice Center and Detention Center Tunnel Security Cameras Upgrade Project.

Documents:

[JUSTICE CENTER AND DETENTION CENTER TUNNEL SECURITY CAMERAS UPDGRADE BCC AGENDA COMMUNICATION FORM.PDF](#)
[CML CONTRACT EXHIBIT A - SECURITY CAMERA UPGRADE PROPOSAL REV. 1PDF.PDF](#)
[NOA FOR JUSTICE CENTER AND DETENTION CENTER TUNNEL SECURITY CAMERA UPGRADES.PDF](#)

B. WEMBER INC. PSA FIRST AMENDMENT APPROVAL

Request the Board of County Commissioners approve the First Amendment to the Professional Services Agreement, the Chair sign the First Amendment and authorize the County Manager to electronically approve the requisition to Wember Inc. for the Owner's Representative Additional Services during the construction of the new Health and

Human Services Building for an amount not to exceed of \$90,978.

Documents:

[WEMBER INC. CONTRACT 1ST AMENDMENT APPROVAL BCC AGENDA COMMUNICATION FORM.PDF](#)

[WEMBER HHS BUILDING PSA AMENDMENT 3.22.22.PDF](#)

7. 10:05 A.M. MEETING ADJOURNED

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.

Licensed Provider Child Care Services Fiscal Agreement

Routt County Department of Social Services
135 6th Street
Steamboat Springs, CO 80477



COLORADO
Office of Early Childhood
Department of Human Services

Totally Tots Early Childhood Center
PO BOX 264
Hayden, CO 81639

Provider ID: 1761871
Date: 01/31/2022

Provider ID: 1761871 Tax ID Number: 850589496
This agreement shall be in effect from 01/31/2022 to 12/31/2024.

This Agreement is entered into and between Routt County Department of Social Services, herein referred to as "Department" and Totally Tots Early Childhood Center, herein referred to as "Provider", who will provide child care at the following address: 495 W Jefferson, Hayden, CO 81639.

Provider Agrees to:

1. Maintain a valid child care license as required by Colorado Statute and conform to all applicable State and Federal Regulations and local law.
2. Comply with the provisions of the Illegal-Aliens-Public-Contract for Services-Act found at C.R.S Section 8-17.5-101 et. Seq. By execution of the agreement, provider certifies that it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that provider will participate in either the E-verify program or Department Program in order to confirm eligibility of all employees who are newly hired for employment to perform work under the agreement.
3. Acknowledge that the county will use the State system of record related to provider's license status being revoked, suspended or denied and will take appropriate action to recover any payments made as of the effective date of closure.
4. Sign the child care Fiscal Agreement and all other state required forms. The effective date of this fiscal agreement may change to the date the document is received by the county if it is received after the printed effective date above.
5. Allow parents or adult caretakers immediate access to the child(ren) in care.
6. Accept referrals for child care without discrimination with regard to race, color, national origin, age, sex, religion, or physical, intellectual or mental health disability.
7. Provide children with adequate food, shelter and rest.
8. Ensure that care is provided only by the authorized person or business listed above. Provide care for children under this agreement only if authorized in writing by the Department.
9. Collect the full parent fee due within each month from the parent/adult caretaker in accordance with, and not to exceed, the amount on the most current Child Care

- Authorization. Report (via FAX, email or mail) non-payment of parent fee or failure to make satisfactory arrangements to pay the fee no later than sixty (60) calendar days after the end of the month the parent fees are due (unless county policy requires earlier). County will not take action on report of unpaid parent fees if it is outside the required reporting time frame.
10. Offer free age-appropriate alternatives to voluntary activities. Shall not charge parents rates in excess of the daily tiered reimbursement rate represented on the provider's rate schedule including registration, activity and transportation fees as set by Department policy and approved by the State based on the Colorado Shines Quality Tiers. The provider daily tiered reimbursement rate maximums are posted publicly at: www.coloradoofficeofearlychildhood.com under Colorado Child Care Assistance, For Providers, Provider Reimbursement Rates and Payment and are the maximum allowable rates of reimbursement (ceiling rates) for the care provided and include any portion for which the parent or adult caretaker is responsible. Other than for allowable county-designated paid holidays or county-designated absence payments if authorized by the Department in response to a declared emergency, providers may not receive payment for days in which they were not open or available for child care.
 11. Notify the Department if a child is no longer in your facility (for reasons other than termination by the Department) within one day; and, notify the county of unexplained, frequent and/or consistent absences within ten (10) calendar-days of establishing a pattern.
 12. Maintain as strictly confidential all information concerning children and their families. Use the CDHS Attendance Tracking System as instructed and maintain principles of confidential access. Child care providers shall not hold, transfer or use an adult caretaker or teen parent's individual attendance credentials. If intentional misuse is founded by any county or state agency, the child care provider will be subject to fiscal agreement termination.
 13. Protect children from abuse/neglect and report any suspected child abuse and neglect to the Department (1-844-CO-4-KIDS (1-844-264-5437)).
 14. Acknowledge that the CDHS Attendance Tracking System (ATS) is the billing mechanism for care provided. Maintain internet service or access to internet service/Wi-Fi to ensure ATS is able to transmit attendance information to the Department for payment. Non-use of ATS must be approved.
 15. Bill the department on the State prescribed manual claim form for authorized services provided and utilized. Manual bills are accepted under certain circumstances or exceptions for providers not reimbursed automatically based on approved ATS transactions: County policy may require submission of attendance records to support requests for manual payment. Forfeit payment for services when the original manual claim form is submitted to the Department more than sixty (60) days following the month of care. Understand the automated process allows for use of system and entry of corrections within nine (9) days of care. Forfeit payment for care that could have been paid through the automated process if actions were not taken to enter corrections within nine (9) days of care. The provider shall not hold any parent or adult caretaker responsible for the cost of care if the transactions are not transmitted timely by the provider. ATS must be uploaded at least within 9 days of care for payment.
 16. Maintain daily attendance records in accordance with the Division of Early Care and Learning licensing rule, payment records, and fee-collection records for a minimum of three (3) years plus current and make these records available upon request to county, state and federal officials. Allow county and/or licensing staff the authority to inspect the provider's facility for the presence of CCCAP individual-attendance-credentials or other fraudulent or suspicious billing and attendance information. Upon discovery of these materials, the provider understands either of these entities have the right to seize these materials/

- evidence of materials. Violations will be reported to CDHS licensing staff and county CCCAP and will result in provider being subject to termination of this fiscal agreement.
17. Hold the Colorado Department of Human Services, the State of Colorado, the County and the County Department of Social/Human Services harmless for any loss or actions caused by the performance of this Agreement. This section does not apply to government entities.
 18. Understand that CCCAP has potential for 9 Rate Types, with Rate Type Definitions listed below; and that all counties will use the State-established Regular Rate type and may choose from 8 additional Rate Types:

Regular State-Established rate: A daily rate used when the majority (more than 50%) of care is provided on a given weekday (Monday through Friday) between 6:00am to 6:30 pm; or Sunday through Saturday any time of day if the county does not use any other time/day specific rate types.

Rate Types-County Options:

Before School: A daily rate used when care is provided to school aged children between Monday through Friday before elementary school, such as 6:00am to 9:00am.

After School: A daily rate used when care is provided to school aged children between Monday through Friday after elementary school, such as 2:30pm to 6:30pm.

Before and After School: A daily rate used when care is provided to school aged children between Monday through Friday elementary school, such as 6:00am to 9:00 am and 2:30pm to 6:30pm.

Overnight: A daily rate used when care provided spans the midnight hours; a functional rate that works with ATS to manage one check in/out per care occurrence.

Weekend: A daily rate used when care provided between Saturday 12:00am through Sunday 11:59pm and the care does not span the midnight hour; typically has a slight differential increase in pay than the Regular Rate Type; this could cover weekend day care or weekend evening care that the provider charges a higher rate than weekday care.

Evening: A daily rate used when the majority (more than 50%) of care provided on a given weeknight (Monday through Friday) is between 6:31pm to 5:59am. Does not include overnight care; typically has a slight differential increase in pay than the Regular Rate Type; may also be used for any evening care Mon-Sun.

Disability/Alternative Care Needs: A daily rate used for children with additional care needs based on a physical and/or mental disability and/or who needs a higher level of care than peers of the same age; can be up to twice the Regular Rate; is paid to providers who document when the additional care needs are with a request for additional payment that is not more than would be charged to the general public along with professional/physician's statement from the adult caretaker verifying the needs (see rule for reference).

Out-of-County: A daily rate used for care at a provider facility located in a town/city with a higher private pay rate than the town/cities within the county; can be used by counties to support higher payments for Child Welfare placements outside of the county or use of providers outside the county due to low availability within a county, for example.

19. Attach a copy of the provider's current publicly posted private pay rates, including transportation, activity and registration fees. The rates submitted to the Department must align with the private pay rates charged to the public. Allowable rates and other associated charges shall be in accordance with State Rules for the Colorado Child Care Assistance Program.

The provider acknowledges that daily reimbursement rates for the State-Established Regular Rate Type or any County-established alternative rate types will pay at the daily tiered reimbursement rate maximums (ceiling rates) or at the provider's publicly posted private pay rate, whichever is less. Rate Schedule Amendments based on changes in quality level will become effective in a month following the officially reported change. A Rate Schedule will be made available to providers from the Department. The approved daily tiered reimbursement rate maximums (ceiling rates) based on the Colorado Shines Quality Tiers are posted publicly at:

www.coloradoofficeofearlychildhood.com under Colorado Child Care Assistance, For Providers, **Provider Reimbursement Rates and Payment**. The County-Established alternative rates can be viewed at [View County CCCAP Policies and Rate Plan](#).

CENFT Ceiling Rates:

	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Regular 0-6 Months	70.78	70.78	76.67	87.29	87.29
Regular 6-12 Months	70.78	70.78	76.67	87.29	87.29
Regular 12-18 Months	70.78	70.78	76.67	87.29	87.29
Regular 18-24 Months	69.44	69.44	72.80	72.80	72.80
Regular 24-30 Months	69.44	69.44	72.80	72.80	72.80
Regular 30-36 Months	69.44	69.44	72.80	72.80	72.80
Regular 36 - School Age	49.75	49.75	65.58	68.48	68.48
Regular School Age	50.00	50.00	65.10	65.63	65.63
Before School School Age	15.00	15.00	15.00	15.00	15.00

After School School Age	15.00	15.00	15.00	15.00	15.00
B and A School School Age	30.00	30.00	30.00	30.00	30.00

PT Ceiling Rates:

	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Regular 0-6 Months	38.93	38.93	42.17	48.01	48.01
Regular 6-12 Months	38.93	38.93	42.17	48.01	48.01
Regular 12-18 Months	38.93	38.93	42.17	48.01	48.01
Regular 18-24 Months	38.19	38.19	40.04	40.04	40.04
Regular 24-30 Months	38.19	38.19	40.04	40.04	40.04
Regular 30-36 Months	38.19	38.19	40.04	40.04	40.04
Regular 36 - School Age	27.36	27.36	36.07	37.66	37.66
Regular School Age	27.50	27.50	35.81	36.10	36.10
Before School School Age	15.00	15.00	15.00	15.00	15.00
After School School Age	15.00	15.00	15.00	15.00	15.00
B and A School School Age	30.00	30.00	30.00	30.00	30.00

PTFT Ceiling Rates:

	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Regular 0-6 Months	109.71	109.71	118.84	135.30	135.30
Regular 6-12 Months	109.71	109.71	118.84	135.30	135.30
Regular 12-18 Months	109.71	109.71	118.84	135.30	135.30
Regular 18-24 Months	107.63	107.63	112.84	112.84	112.84
Regular 24-30 Months	107.63	107.63	112.84	112.84	112.84
Regular 30-36 Months	107.63	107.63	112.84	112.84	112.84
Regular 36 - School Age	77.11	77.11	101.65	106.14	106.14
Regular School Age	77.50	77.50	100.91	101.73	101.73
Before School School Age	15.00	15.00	15.00	15.00	15.00
After School School Age	15.00	15.00	15.00	15.00	15.00
B and A School School Age	30.00	30.00	30.00	30.00	30.00

FTFT Ceiling Rates:

	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Regular 0-6 Months	141.56	141.56	153.34	174.58	174.58
Regular 6-12 Months	141.56	141.56	153.34	174.58	174.58

Regular 12-18 Months	141.56	141.56	153.34	174.58	174.58
Regular 18-24 Months	138.88	138.88	145.60	145.60	145.60
Regular 24-30 Months	138.88	138.88	145.60	145.60	145.60
Regular 30-36 Months	138.88	138.88	145.60	145.60	145.60
Regular 36 - School Age	99.50	99.50	131.16	136.96	136.96
Regular School Age	100.00	100.00	130.20	131.26	131.26
Before School School Age	15.00	15.00	15.00	15.00	15.00
After School School Age	15.00	15.00	15.00	15.00	15.00
B and A School School Age	30.00	30.00	30.00	30.00	30.00

County Ceiling RAT Fees

	Amount	Frequency
Transportation Fee	120.00	Yearly
Registration Fee	100.00	Yearly
Activity Fee	120.00	Yearly

Provider Rights

1. When a provider contends that the county has not made adequate payment based on program rules for care provided, the provider has the right to an informal conference with county staff pursuant to 9 CCR 2503-9:

- Providers may request a conference in writing within 15 calendar days of the date of the action.
 - Provider request should be addressed to the county director of the county department of social/human services responsible for the action.
 - Provider may request that state program staff participate in the conference. That participation may be by telephone conference.
 - The conference shall be held within two (2) weeks of the date that the written request is received by county.
 - The purpose of the conference will be limited to discussion of the payments in dispute and the relevant rules regarding payment.
 - The final decision of the county shall be mailed to the provider within 15 business days of the conference date.
2. A provider may request an informal conference if to disputes the termination of a fiscal agreement pursuant to 9 CCR 2503-9:
- Providers may request a conference in writing within 15 calendar days of the date of the action.
 - Provider requests should be addressed to the county director of the county department of social/human services responsible for the action.
 - The conference shall be held within two weeks of the date the request for a conference is received by the county.
 - The purpose of the conference is limited to discussion to termination of agreement.
 - The final decision of the county shall be mailed to the provider within 15 business days of the conference date.

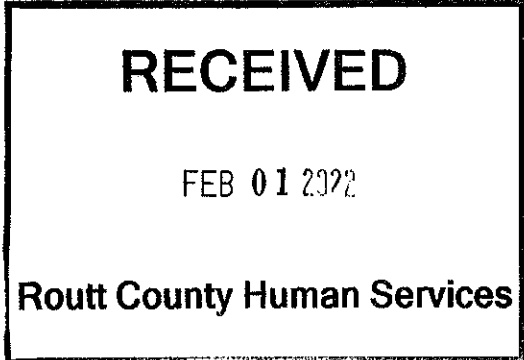
County Department Agrees to:

1. Reimburse the provider for authorized attended and properly recorded and transmitted child care in accordance with Colorado Child Care Assistance Program rules. Payment to the licensed provider is the total cost of the lesser of authorized and attended care based on rates set by this Agreement minus the parental fee (if applicable).
2. Enter the Fiscal Agreement into the Childcare Automated Tracking System (CHATS) within five (5) business days of receipt of the completed Fiscal Agreement and all supporting documentation.
3. Determine client's eligibility for child care services within fifteen (15) calendar days of receiving the complete application packet including verification.
4. Send Child Care Authorization notices (or make them available electronically) to the provider within seven (7) business days of the Department's initial approval or of changes in eligibility for each child such as parental fees, authorized amount of care, added or deleted children, and/or any other changes to child care arrangements.
5. Provide an informal conference within 2 weeks of the provider's written request to discuss the basis for any denial or termination of this agreement or to discuss any payment dispute.
6. Provide access to the most recent CCCAP rules and information at www.coloradoofficeofearlychildhood.com.

This Agreement may be terminated by either party by giving the other party fifteen (15) calendar days' notice by postal service mail, fax, hand delivery, email or other electronic system. This Agreement may be terminated without advance notice if : 1) a child's health or safety is endangered; 2) if the provider is under a negative licensing action; 3) the Department has concerns involving the provider, an employee, or a resident in the provider's home; 4) the Department or CDHS verifies the provider possesses or uses any CCCAP Individual Attendance Credentials(s).

By signing this agreement, the provider acknowledges receipt of information regarding the rules and policies of the Colorado Child Care Assistance Program. The provider shall receive a copy of the signed Fiscal Agreement & Rate Schedule and any subsequent amended Rate Schedules based on quality level during the term of the agreement.

<p>CHILD CARE PROVIDER</p> <p><u>Candice L. Loy</u> <u>2/1/22</u> Authorized Representative Date</p> <p><u>P.O. Box 264</u> Mailing Address</p> <p><u>Hayden CO 81639 9083</u> City, State Zip Phone Number</p> <p><u>totallykids@hotmail.com</u> Email address (unique to license)</p>	<p>DEPARTMENT OF SOCIAL SERVICES</p> <p>_____ Authorized Representative Date</p> <p>_____ Address</p> <p>_____ City, State Zip Phone Number</p> <p>_____ Email address</p>
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ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA COMMUNICATION FORM

ITEM DATE: 3/22/2022	ITEM TIME: 9:35
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FROM:	Jay Harrington
TODAY'S DATE:	3/15/2022
AGENDA TITLE:	Northwest Colorado Development Council IGA
CHECK ONE THAT APPLIES TO YOUR ITEM:	
<input checked="" type="checkbox"/> X ACTION ITEM	
<input type="checkbox"/> DIRECTION	
<input type="checkbox"/> INFORMATION	
I. DESCRIBE THE REQUEST OR ISSUE:	
Consideration of the approval of and authorization for the Chair to sign an Intergovernmental Agreement with the Northwest Colorado Development Council (NWCDC.)	
II. RECOMMENDED ACTION (<i>motion</i>):	
Motion to approve and authorize the Chair to sign an IGA with the Northwest Colorado Development Council.	
III. DESCRIBE FISCAL IMPACTS (VARIATION TO BUDGET):	
PROPOSED REVENUE (<i>if applicable</i>):	
CURRENT BUDGETED AMOUNT:	
PROPOSED EXPENDITURE:	
FUNDING SOURCE:	
SUPPLEMENTAL BUDGET NEEDED:	
IV. IMPACTS OF A REGIONAL NATURE OR ON OTHER JURISDICTIONS (IDENTIFY ANY COMMUNICATIONS ON THIS ITEM):	
V. BACKGROUND INFORMATION:	
This Intergovernmental Agreement establishing the NWCDC replaces the previous agreement between partners for the Yampa Valley Economic Development Council. This agreement expands the previous agreement to include the Towns of Yampa, Oak Creek, Rangely, and Meeker, and changes the name to the NWCDC.	
VI. LEGAL ISSUES:	
OML compliance	
VII. CONFLICTS OR ENVIRONMENTAL ISSUES:	
VIII. SUMMARY AND OTHER OPTIONS:	
IX. LIST OF ATTACHMENTS:	



ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA COMMUNICATION FORM

ITEM DATE: 3/22/2022	ITEM TIME: 9:35
----------------------	-----------------

FROM:	Jay Harrington
TODAY'S DATE:	3/15/2022
AGENDA TITLE:	Northwest Colorado Development Council IGA
CHECK ONE THAT APPLIES TO YOUR ITEM:	
<input checked="" type="checkbox"/> X ACTION ITEM	
<input type="checkbox"/> DIRECTION	
<input type="checkbox"/> INFORMATION	
I. DESCRIBE THE REQUEST OR ISSUE:	
Consideration of the approval of and authorization for the Chair to sign an Intergovernmental Agreement with the Northwest Colorado Development Council (NWCDC.)	
II. RECOMMENDED ACTION (motion):	
Motion to approve and authorize the Chair to sign an IGA with the Northwest Colorado Development Council.	
III. DESCRIBE FISCAL IMPACTS (VARIATION TO BUDGET):	
PROPOSED REVENUE (if applicable):	
CURRENT BUDGETED AMOUNT:	
PROPOSED EXPENDITURE:	
FUNDING SOURCE:	
SUPPLEMENTAL BUDGET NEEDED:	
IV. IMPACTS OF A REGIONAL NATURE OR ON OTHER JURISDICTIONS (IDENTIFY ANY COMMUNICATIONS ON THIS ITEM):	
V. BACKGROUND INFORMATION:	
This Intergovernmental Agreement establishing the NWCDC replaces the previous agreement between partners for the Yampa Valley Economic Development Council. This agreement expands the previous agreement to include the Towns of Yampa, Oak Creek, Rangely, and Meeker, and changes the name to the NWCDC.	
VI. LEGAL ISSUES:	
OML compliance	
VII. CONFLICTS OR ENVIRONMENTAL ISSUES:	
VIII. SUMMARY AND OTHER OPTIONS:	
IX. LIST OF ATTACHMENTS:	



ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA COMMUNICATION FORM

ITEM DATE: March 22, 2022	ITEM TIME:
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FROM:	J. Kennedy/J. Stepan/S. Faulkner
TODAY'S DATE:	March 11, 2022
AGENDA TITLE:	Justice Center and Detention Center Tunnel Security Cameras Upgrade Project Sole Source Approval

CHECK ONE THAT APPLIES TO YOUR ITEM:	
<input checked="" type="checkbox"/> X ACTION ITEM	
<input type="checkbox"/> DIRECTION	
<input type="checkbox"/> INFORMATION	

I. DESCRIBE THE REQUEST OR ISSUE:
Request the Board of County Commissioners approve the sole source award, the Chair sign the notice of award, and authorize the County Manager to electronically sign the Purchase Order to CML Security, LLC in the amount not to exceed \$65,875.00 for the Justice Center and Detention Center Tunnel Security Cameras Upgrade Project.

II. RECOMMENDED ACTION (motion):
Motion by the Board of County Commissioners to approve the sole source award, the Chair sign the notice of award, and authorize the County Manager to electronically sign the Purchase Order to CML Security, LLC in the amount not to exceed \$65,875.00 for the Justice Center and Detention Center Tunnel Security Cameras Upgrade Project.

III. DESCRIBE FISCAL IMPACTS (VARIATION TO BUDGET):
PROPOSED REVENUE (if applicable):
CURRENT BUDGETED AMOUNT: \$75,000
PROPOSED EXPENDITURE: \$65,875
FUNDING SOURCE: Facilities Pool 50530313 805162
SUPPLEMENTAL BUDGET NEEDED: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>

IV. IMPACTS OF A REGIONAL NATURE OR ON OTHER JURISDICTIONS (IDENTIFY ANY COMMUNICATIONS ON THIS ITEM):
None



ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA COMMUNICATION FORM

V. BACKGROUND INFORMATION:

Facilities Manager Steve Faulkner received the attached proposal with specifications from CML Security, LLC, our current equipment and service provider, for replacement of interior security cameras at the Justice Center and the tunnel between the Detention Center and the Justice Center. The existing interior cameras are outdated original analog cameras and are being replaced with the latest digital technology by Avigilon. The proposal includes a turn-key project to furnish and install new cameras and includes new cat 6 cabling, programming, software integration, firmware updates, licensing and performance & payment bonds.

This Sole Source request meets the Routt County Purchasing Manual section 3.4 "Waiver of the Formal Purchasing Process" for the two criteria below:

- A particular material or item is required to match existing materials.
- Waiver of the competitive process is found to be in the best interests of the County and its citizens.

VI. LEGAL ISSUES:

None

VII. CONFLICTS OR ENVIRONMENTAL ISSUES:

None

VIII. SUMMARY AND OTHER OPTIONS:

Recommend the Board of County Commissioners approve the sole source award, the Chair sign the notice of award, and authorize the County Manager to electronically sign the Purchase Order to CML Security, LLC in the amount not to exceed \$65,875.00 for the Justice Center and Detention Center Tunnel Security Cameras Upgrade Project.

IX. LIST OF ATTACHMENTS:

CML Security Proposal Rev. 1 dated 3.11.22
Notice Of Award to CML Security



CLIENT: Steve Faulkner – sfaulkner@co.routt.co.us
PROJECT: Routt County – Camera Upgrade Rev1
SUBMITTAL DATE: 3/11/2022

CML Security proposes to furnish all materials, termination, installation, and engineering as listed in the following scope.

CLARIFICATIONS:

1. This proposal and/or any subsequent revisions shall become part of any subcontract.
2. CML Security reserves the right to retract this bid in the event of no mutually agreeable subcontract.
3. Includes all travel and jobsite expenses.
4. Includes Performance & Payment Bond.

INCLUDED IN BASE:

1. Supply and install (28) Avigilon IP cameras to replace existing analog cameras.
2. Supply and install (1) Avigilon IP PTZ camera at maintenance shop.
3. Supply and install all necessary Cat 6 cabling.
4. All necessary programming.
5. All necessary licenses and firmware updates.

EXCLUSIONS:

1. Permits
2. Conduit/raceway system, including junction boxes, pull boxes, ladder tray, wire ways, etc.
3. Power circuits of any kind.
4. Cash allowances or owner contingencies of any kind are not included in this proposal
5. Prevailing wage of any kind.
6. Additional camera storage of any kind.

BASE BID PRICE: \$65,875.00

CLOSING:

We appreciate the opportunity to partner with you to provide a solution to fit your needs. If you have any questions or concerns, please feel free to call or email any time. The proposal is valid for 30 days. A purchase order must be issued before any scheduling of work can begin.

Sincerely,

Cory Solberg
 CML Security
 Systems Support Division Manager
 C. 303.908.3230
 E. csolberg@cmlsecurity.us

NOTICE OF AWARD

To: CML Security, LLC

Date: March 22, 2022

Routt County has reviewed the proposal submitted by you for the Justice Center and Detention Center Tunnel Security Cameras Upgrade Project as referred to in its.

You are hereby notified that your proposal in the amount of Sixty Five Thousand Six Eight Hundred Seventy Five Dollars (\$65,875) has been accepted. You are hereby required, within ten (10) days hereof, to furnish:

1. one signed original copy of the Contract;
2. those certificates of insurance required by Section 8 of the Contract;
3. a fully-executed Payment Bond, if required by Section 5.2; and
4. a fully-executed Performance Bond, if required by Section 5.2.

If you comply with the above requirements, you will receive a Notice to Proceed entitling you and requiring you to commence work on the project. If you fail to provide the above-required documents, the County will be entitled to consider all of your rights arising out of this Notice as abandoned, forfeited and at an end.

You are required to return an acknowledged copy of this Notice to the County.

ROUTT COUNTY, COLORADO

By: _____
 M. Elizabeth Melton, Chair
 Board of County Commissioners

Receipt of the foregoing Notice of Award is hereby acknowledged:

 By: _____
 Printed Name: _____
 Title: _____
 Date: _____



ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA COMMUNICATION FORM

ITEM DATE: March 22, 2022	ITEM TIME:
----------------------------------	-------------------

FROM://	J. Kennedy/J. Stepan/S. Faulkner
TODAY'S DATE:	March 14, 2021
AGENDA TITLE:	Wember Inc. PSA First Amendment Approval
CHECK ONE THAT APPLIES TO YOUR ITEM:	
<input checked="" type="checkbox"/> X ACTION ITEM	
<input type="checkbox"/> DIRECTION	
<input type="checkbox"/> INFORMATION	
I. DESCRIBE THE REQUEST OR ISSUE:	
Request the Board of County Commissioners approve the First Amendment to the Professional Services Agreement, the Chair sign the First Amendment and authorize the County Manager to electronically approve the requisition to Wember Inc. for the Owner's Representative Additional Services during the construction of the new Health and Human Services Building for an amount not to exceed of \$90,978.	
II. RECOMMENDED ACTION (motion):	
Motion by the Board of County Commissioners to approve the First Amendment to the Professional Services Agreement, the Chair sign the First Amendment and authorize the County Manager to electronically approve the requisition to Wember Inc. for the Owner's Representative Additional Services during the construction of the new Health and Human Services Building for an amount not to exceed of \$90,978.	
III. DESCRIBE FISCAL IMPACTS (VARIATION TO BUDGET):	
PROPOSED REVENUE (if applicable):	
CURRENT BUDGETED AMOUNT: \$14,100,000	
PROPOSED EXPENDITURE: \$90,978	
FUNDING SOURCE: HHS Building Construction 50530309 801171	
SUPPLEMENTAL BUDGET NEEDED: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
IV. IMPACTS OF A REGIONAL NATURE OR ON OTHER JURISDICTIONS (IDENTIFY ANY COMMUNICATIONS ON THIS ITEM):	
None	
V. BACKGROUND INFORMATION:	
This First Amendment to the Wember Inc Routt County Professional Services Agreement is issued to extend the contract for the duration of the construction and to add \$90,978 to the original contract amount. This additional amount covers the extension of the agreement through March 3, 2023, additional services for the Security and Design Integration project and a credit for services not rendered for Design Team Selection.	
VI. LEGAL ISSUES:	
None	



ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA COMMUNICATION FORM

VII. CONFLICTS OR ENVIRONMENTAL ISSUES:

None

VIII. SUMMARY AND OTHER OPTIONS:

Recommend the Board of County Commissioners approve the First Amendment to the Professional Services Agreement, the Chair sign the First Amendment and authorize the County Manager to electronically approve the requisition to Wember Inc. for the Owner's Representative Additional Services during the construction of the new Health and Human Services Building for an amount not to exceed of \$90,978.

IX. LIST OF ATTACHMENTS:

First Amendment to Wember PSA prepared by E. Knaus

**FIRST AMENDMENT TO AGREEMENT REGARDING
PROVISION OF PROFESSIONAL SERVICES**

This First Amendment to Agreement Regarding Provision of Professional Services (the "First Amendment") dated effective March 16, 2021, is between Wember Inc. ("Consultant") and Routt County, Colorado ("County"), by and through its Board of County Commissioners ("Board").

Recitals

A. Contractor and County are the parties to an Agreement Regarding Provision of Professional Services dated as of March 16, 2021 (the "Agreement") concerning the Health and Human Services Building Construction Owner's Representative (the "Project").

B. County and Contractor intend by this First Amendment to amend the Agreement to provide for the continued services of Contractor and amend the agreement for additional services in relation to a change in scope of services related to the project.

Terms and Conditions

1. Paragraph 3 of the Agreement is hereby amended to provide that Contractor shall perform the services, through and including March 3, 2023.

2. The compensation and scope of Contractor as set forth in Paragraph 1 and 2 and Exhibit A of the Agreement is hereby amended to provide the following:

Scope/Task	Description	Fee
1) CA & Closeout	Added Scope - extended contract time past original contract end date: Additional fee for enhanced project support, and added time to complete the HHS project past the original "Time of Completion of Project" of December 31, 2022 as identified in Terms & Conditions Item 3 of the agreement dated March 15, 2021 between Routt County and Wember, Inc. The revised time of completion for the Wember agreement is March 3, 2023.	\$ 70,779.00
2) Security	Added Scope - Security Design & Integration: Wember's contract excluded management and design and installation of security systems at the Annex and the Courthouse adjacent to the new HHS Building. The requested added scope is for assistance in procuring a security design firm (BCER), managing the development of the design, bidding assistance for a security integrator/contractor, and assisting the County and BCER with oversight of the construction of the security items in the Annex and Courthouse.	\$ 22,949.00
3) Design Team Selection	Credit for Design Team Selection: Wember's original contract scope included assisting the County with Design Team selection. Ultimately, the County elected to move forward with the project by using Mountain Architecture Design Group, who had previously developed the concept and schematic design for the new HHS Building. Because of this, Wember is offering a reduction to their fee due to not needing to assist the County with Design Team selection.	\$ (2,750.00)
TOTAL - ASR-02		\$ 90,978.00

3. Except as so amended, the Agreement shall remain in full force and effect.

Wember, Inc

By: _____

Printed Name: _____

Title: _____

Routt County, Colorado

By: _____

M. Elizabeth Melton

Chair

Board of County Commissioners

ATTEST:

Jenny Thomas
Routt County Clerk