



Town Council Packet
January 12, 2021 @ 7:00pm



1 – Agenda



GUIDELINES FOR PUBLIC INPUT

Public Input is a vital and important portion of every meeting and will be permitted throughout the meeting, but according to the following guidelines:

- a. Public input is allowed during the Agenda identified **Public Input** and **Public Hearing** portion of the meeting.
 - i. If you would like to address the meeting during the appropriate times, please raise your hand and when called upon you will be asked to come to the podium. ***Announce your name*** so that your statements can be adequately captured in the meeting minutes.
 - ii. ***Please keep your comments to 3-5 minutes*** as others may want to participate throughout the meeting and to insure that the subject does not drift.
- b. Throughout the meeting agenda calls for public input will be made, generally pertaining to specific action items. Please follow the same format as above.
- c. At the conclusion of the meeting, if the meeting chair believes additional public comment is necessary, the floor will be open.

We hope that this guideline will improve the effectiveness and order of the Town's Public Meetings. It is the intent of your publicly elected officials to stay open to your feelings on a variety of issues.

Thank you, Rangely Mayor

Town of Rangely

January 12, 2021 - 7:00pm

Agenda

Rangely Board of Trustees (Town Council)

ANDY SHAFFER, MAYOR

TREY ROBIE, MAYOR PROTEM

RICH GARNER, TRUSTEE

LUKE GEER, TRUSTEE

TIM WEBBER, TRUSTEE

ALISA GRANGER, TRUSTEE

KEELY ELLIS, TRUSTEE

- 1. Call to Order**
- 2. Roll Call**
- 3. Invocation**
- 4. Pledge of Allegiance**
- 5. Minutes of Meeting**
 - a. Discussion and Action to approve the minutes of December 8, 2020*
- 6. Petitions and Public Input**
- 7. Changes to the Agenda**
- 8. Public Hearings - 7:10pm**
- 9. Committee/Board Meetings**
- 10. Council Reports**
- 11. Supervisor Reports – See Attached**
 - a. Don Reed*
- 12. Reports from Officers – Town Manager Update**
- 13. Old Business**
- 14. New Business**
 - a. Discussion and action to approve the November 2020 Financial Statement*
 - b. Discussion and action to approve the December 2020 Check Register*
 - c. Discussion and action to approve the Colorado Public Utilities Commission Contract Agreement for \$12,079.74 to implement Next Generation 9-1-1 ESInet Services*
 - d. Discussion and action to approve application for a CDOT Main Street Grant in the Amount of \$50,000.00 requiring a 10% match (including in kind) for the overlay of the Kennedy Bike Path*
 - e. Discussion and action to approve the nomination by the RDA/RDC of Emma Baker to fill the vacated seat on the board.*

- f. Discussion and action to approve the liquor license renewal for Kum and Go*

15. Informational Items

- a. Moderna COVID-19 Vaccine Fact Sheet & Commonly asked questions*
- b. COVID-19 5 Star State Certification Program*
- c. EIAF Cycle 212-01 presentations 01/14/2021*
- d. DOLA Main Street Publication “The Main Thing” promotes Rangely*
- e. Shop N Dine 2020*

16. Board Vacancies

- a. Planning and Zoning Board Vacancy*
- b. RDA/RDC Board Vacancy*

17. Scheduled Announcements

- a. Community Outreach meeting is cancelled for Jan 4, 2021 at 6:00 pm*
- b. Rangely District Library Board meeting is scheduled for Jan 11, 2021 at 5:00 pm*
- c. Western Rio Blanco Park & Recreation District Board meeting is scheduled for Jan 11, 2021 at 7:00 pm*
- d. Giant Step Preschool Board meeting is scheduled for Jan 14, 2021 at 6:00 pm*
- e. Rural Fire Protection District Board meeting is scheduled for Jan 18, 2021 at 7:00 pm*
- f. Rio Blanco County Commissioners Board meeting is scheduled for Jan 19, 2021 at 11:00 am*
- g. Rangely Junior College District Board meeting is scheduled for Jan 19, 2021 at 12:00 noon*
- h. Rangely School District Board meeting has been scheduled for Jan 19, 2021 at 6:15 pm*
- i. RDA/RDC Board meeting scheduled for Jan 21, 2021 at 7:30 am*
- j. Rangely Chamber of Commerce Board meeting is scheduled for Jan 21, 2021 at 12:00 noon*
- k. Rio Blanco Water Conservancy District Board meeting is scheduled for Jan 27, 2021 at 6:00 pm*
- l. Rangely District Hospital board meeting is scheduled for Jan 28, 2021 at 6:00 pm*

18. Adjournment

5 – Minutes

Town of Rangely

December 8, 2020 - 7:00pm

Minutes

Rangely Board of Trustees (Town Council)

ANDY SHAFFER, MAYOR

TREY ROBIE, MAYOR PROTEM

RICH GARNER, TRUSTEE

LUKE GEER, TRUSTEE

TIM WEBBER, TRUSTEE

ALISA GRANGER, TRUSTEE

KEELY ELLIS, TRUSTEE

1. **Call to Order – 7:02pm**
2. **Roll Call –** Rich Garner, Tim Webber, Alisa Granger, Keely Ellis present. Andy Shaffer and Luke Geer present via telephone. Trey Robie present at 7:18pm
3. **Invocation –** Led by Tim Webber
4. **Pledge of Allegiance –** Led by Lisa Piering
5. **Minutes of Meeting**
 - a. *Discussion and Action to approve the minutes of November 24, 2020 –* **Motion made by Tim Webber to approve the minutes of November 24, 2020, second by Alisa Granger. Motion passed**
6. **Petitions and Public Input –** Jesse Smith is the Care Coordinator at RDH, he has been in public safety for 18 years. He wanted to discuss a possible delivery service in Rangely to those that don't have the means or family near. It would be on a voluntary basis and Resident activated. He would like the Town to help with employees helping, and to provide some financial help as well. The council stated they would like to see a plan in place of how this service would be done and maintained.
7. **Changes to the Agenda –** Add Item 14g under new business, Discussion and action to approve the agreement between Rio Blanco County and Town of Rangely to provide Building Inspection services to the Town for 2021
8. **Public Hearings - 7:10pm**
 - a. *Public Hearing for the 2020 Budget Resolution 2020-08, 2020-09 and 2020-10 summarizing expenditures and revenues for the General Fund, Water Fund, Wastewater Fund, Gas Fund, Conservation Trust Fund, Housing Assistance Fund, RDA Fund, RDC Fund, Rangely Housing Authority (White River Village) and the Rangely Foundation for Public Giving for Fiscal year beginning January 1, 2021 and ending December 31, 2021 -No Comments*
9. **Committee/Board Meetings -** None
10. **Council Reports -** None
11. **Supervisor Reports –** See Attached

- a. ~~Don Reed~~ Janet Miller – Janet informed the council about code enforcement. Currently there are 12 new cases, 18 closed cases, and 3 citations. Janet is trying to close all cases in December. White River Village has two re-certifications. Cleaning up Main Street from the Fall. Janet informed the council that Susan Turgeon will be retiring and moving at the end of the month. She has been with the Town for 9 years.

12. Reports from Officers – Town Manager Update – Lisa reported that she has asked all departments to limit their spending. Will have to do a revised budget for 2020 in the General Fund. The Gas Department has been busy putting up Christmas lights. Public Works has installed stop signs along the OHV path. Don is working on state reports. Ti met with the Sheriff's Department and Meeker PD and decided that they would help each other out when needed. Ti also has received some applications for the two open positions. Lisa stated that the Town has received applications for Susan's and Brenda's job. Lisa informed the council that the CDC has changed the number of days that a person needs to be quarantined. Tim Webber said that ChristmasFest is still going on. The parade will take place and the snowflake contest has gone virtual.

13. Old Business

14. New Business

- a. *Discussion and action to approve the November 2020 Check Register* – **Motion made by Rich Garner to approve the November 2020 Check Register, second by Luke Geer. Motion passed**
- b. *Discussion and action to approve Resolution 2020-07, "Designating a Public Place for Posting Meeting Notices during calendar year 2021"* – **Motion made by Tim Webber to approve Resolution 2020-07 "Designating a Public Place for Posting Meeting Notices during calendar year 2021", second by Rich Garner. Motion passed**
- c. *Discussion and action to approve the 2021 Certification of Mill Levy in the amount of \$169,184.90* – **Motion made by Keely Ellis to approve the 2021 Certification of Mill Levy in the amount of \$169,184.90, second by Alisa Granger. Motion passed**
- d. *Discussion and action to approve the Resolution 2020-08 of the Town Council of the town of Rangely summarizing expenditures and revenues for the General fund, Water Fund, Wastewater Fund, Gas Fund, Conservation Trust Fund, Housing Assistance Fund, RDA Fund, and Rangely Development Corporation, and adopting for said funds budgets for the fiscal year beginning January 1, 2021 and ending December 31, 2021.* – **Motion made by Tim Webber to approve the Resolution 2020-08 of the Town Council of the town of Rangely summarizing expenditures and revenues for the General fund, Water Fund, Wastewater Fund, Gas Fund, Conservation Trust Fund, Housing Assistance Fund, RDA Fund, and Rangely Development Corporation, and adopting for said funds budgets for the fiscal year beginning January 1, 2021, and ending December 31, 2021, second by Rich Garner. Motion passed**
- e. *Discussion and action to approve the Resolution 2020-09 of the board of directors of the Rangely Foundation for Public Giving summarizing expenditures and revenues for the Rangely Foundation for Public Giving and adopting a budget for the fiscal year beginning January 1, 2021 and ending December 31, 2021.* – **Motion made by Keely Ellis to approve the Resolution 2020-09 of the board of directors of the Rangely Foundation for Public Giving summarizing expenditures and revenues for the Rangely Foundation for Public Giving and adopting a budget for the fiscal year beginning January 1, 2021 and ending December 31, 2021, second by Rich Garner. Motion passed**
- f. *Discussion and action to approve the Resolution 2020-10 of the Rangely Housing Authority summarizing expenditures and revenues for the Rangely Housing Authority (White River Village) and adopting for said authority a budget for the fiscal year beginning January 1, 2021 and ending December 31, 2021.* – **Motion made by Luke Geer to approve the Resolution 2020-10 of the Rangely Housing Authority summarizing expenditures and revenues for the Rangely Housing Authority (White River Village) and adopting for said authority a budget for the fiscal year beginning January 1, 2021 and ending December 31, 2021, second by Rich Garner. Motion passed**

- g. *Discussion and action to approve the agreement between Rio Blanco County and Town of Rangely to provide Building Inspection services to the Town for 2021.* – Lisa stated that the contract was the same as previous except for no plumbing inspection fees. **Motion made by Tim Webber to approve the agreement between Rio Blanco County and Town of Rangely to provide Building Inspection services to the Town for 2021, second by Rich Garner. Motion passed**

15. Informational Items

- a. *AGNC Legislative Report*
- b. *Colorado Drought Activation and Response Planning*
- c. *CDC Reduction of Quarantine recommendations*
- d. *COVID-19 Incubation Timeline*
- e. *Colorado Airport Directory – Kenney Reservoir*
- f. *Christmasfest 2020*

16. Board Vacancies

- a. *Planning and Zoning Board Vacancy*
- b. *RDA/RDC Board Vacancy*

17. Scheduled Announcements

- a. *Community Outreach meeting is cancelled for Dec 7, 2020 at 6:00 pm*
- b. *Rangely District Hospital board meeting is scheduled for Dec 10, 2020 at 6:00 pm*
- c. *Giant Step Preschool Board meeting is scheduled for Dec 10, 2020 at 6:00 pm*
- d. *Rangely District Library Board meeting is scheduled for Dec 14, 2020 at 5:00 pm*
- e. *Western Rio Blanco Park & Recreation District Board meeting is scheduled for Dec 14, 2020 at 7:00 pm*
- f. *Rio Blanco County Commissioners Board meeting is scheduled for Dec 15, 2020 at 11:00 am*
- g. *Rangely Junior College District Board meeting is scheduled for Dec 15, 2020 at 12:00 noon*
- h. *Rangely School District Board meeting has been scheduled for Dec 15, 2020 at 6:15 pm*
- i. *RDA/RDC Board meeting scheduled for Dec 17, 2020 at 7:30 am*
- j. *Rangely Chamber of Commerce Board meeting is scheduled for Dec 17, 2020 at 12:00 noon*
- k. *Rural Fire Protection District Board meeting is scheduled for Dec 21, 2020 at 7:00 pm*
- l. *Rio Blanco Water Conservancy District Board meeting is scheduled for Dec 30, 2020 at 6:00 pm*

18. Adjournment – 7:55pm

ATTEST:

RANGELY TOWN COUNCIL

Marybel Cox, Clerk

Andy Shaffer, Mayor

- 8 – Public Hearings
- 9 - Comittee Meeting
- 10 - Report from Council
- 11 - Reports from Supervisors

December 2020 - Supervisor Reports

POLICE DEPARTMENT – SUBMITTED BY POLICE CHIEF, TIRYNN HAMBLIN

Project status/Current Issues

Communication Division:

- **1050** calls for service through the communication center
- **44** calls for 9-1-1 services
- **06**- 9-1-1 misdials

Patrol Division:

- **210** incident calls for various crimes occurring or occurred
- **88** - cases **34** – traffic contacts **88**- incidents
- Responded to **1** alarm(s)
- **13** animal control calls for service
- **39** – calls for service to assist other agencies, **11** – ambulance, **3**– fire department, **8** – sheriff, **4** -CSP, and **13**-others.
- Citizens Assist – **63** – incidents for vin inspections, civil stand-by's and others.
- Property crimes **6** – theft from building, possession/receiving stolen property, fraud, misc. thefts, lost/found property, missing person, vandalism.
- Crimes against person **32**- Disturbances/disorderly, domestic violence, harassment, suspicious person complaints.
- Sex Offender Registration- **1**
- Missing Person(s)- **1**
- Juvenile – **0**
- Unattended death- **0**
- **15**- Arrests, **5**- booked into the Rio Blanco County Jail
- Traffic contacts **34** – traffic contacts, **3**-accident(s), **8**- citation(s), **26** - warnings, **15** of the traffic contacts were citizens of Rangely.

Personnel Issues:

- We are taking applications for an Officer position and the Lt. position.
- All members of the agency returned from their COVID quarantine.
- Officer Connor is expected to return to work in the next several months

Notable issues:

- Chief Hamblin assisted with the CNCC Ranger Academy.

GAS DEPARTMENT/Building & Grounds – SUBMITTED BY KELLI NEIBERGER

Project status/Current Issues:

- Meter Reading, get reads off large meters, go over reports and meter proof, make corrections, reprogram meters, final meter proof, recheck proof after gas rate calculated – make some final changes that the system did not hold. Do all of this with Marybel because Brenda will be retired after January.
- Gas usages and rate for December
- Weekly charts, pressures, odorant check
- Leak Calls – 0
- Customer Calls – 4

- Carbon Monoxide tests - 2
- Locates for December - 30
- Work Orders – 22
- NPSO – (Non-payment shut-offs) – started with 11 and 0 were shut off
- Periodic Meter Changes – we have resumed these meter changes and have about 15 left to finish. We are having a hard time with these even though we sent out a form that could be returned allowing people to “opt out” of the PMC due to COVID reasons until spring of 2021.
- Troubleshoot remote connection issues to Border Station odorization system.
- Put Christmas decorations up in courtyard at Town Hall
- Positive responses sent for all locate requests
- Go over Bell subdivision paperwork with Jocelyn to make sure that it allows for a utility easement.
- Periodic monitoring of Border Station
- Purchasing – we continue to purchase necessities but are being careful not to spend unnecessarily
- Checks on construction and boring crews working in Town
- Call schedule January 2021
- 2021 Meter Reading Schedule
- Oversee tasks and requests for maintenance, including White River Village
- Finish fabricating metal awning for entrance to Police Dept. on east side of building. Will help with snow and ice that falls off the roof.
- Average low temperature November
- Gas Main and service inspections
- Mapping and paperwork
- Snow and ice removal at White River Village, Town Hall, Library, Town duplexes and Gas Shop
- Assist Public Works with snow removal on streets
- Repair snowplow on Bobcat
- Sanitize surfaces at shop and in office
- Clean shop

Personnel Issues/Events:

- Bryan was off December 8th – 11th due to close contact with someone highly exposed to COVID.

Notable Issues/Events:

- Town employee training was finished for the year. This was accomplished through a series of hand outs to read as we did not want to gather all employees in a small space for any length of time. I fully intend to resume in person training in 2021 as I believe it is more beneficial. We were able to cover all but three topics before the COVID restrictions.

Public Works– Submitted by Jeff LeBleu

Project status/Current Issues:

Crew Activities:

- Utility locates
- Vehicle & equipment maintenance
- Locate and repair curb stop for old twin arrow building on West Highway 64
- Repair street signs
- Service police car
- Shop clean up and maintenance
- Plow snow
- Sand streets

- Snow removal
- Replace tires on trailer and 580 case backhoe
- Suck out curb stop and shut water off at car wash
- Chip ice on Main and White Ave

Personnel issues:

Notable Issues/events:

Water/Wastewater – Submitted by Donald Reed

Project status/Current Issues:

Water Treatment Plant:

General note. The Department remains in full operations but is still adhering to Covid-19 policies and procedures.

- Operations for the Water Plant was good for the month, we have scaled back to winter operations and are currently operating at about 250,000 gallons per day. The current flow in the White River is above 408 cubic feet per second (CFS) which is high for the time of the year. Water quality is good. East basin was taken down and cleaned.
- Worked with Public works on a few waterlines that broke due to cold weather.
- Completed webinar on Cyber Security as part of new state guidelines for the Water Treatment Plant.
- Placed minimal order on meters, to get us by.
- Utilities Master Plan is still in the works but may wind up being a winter project in order to get it completed.
- The 139 Water Line Project is in the closing stages, there are only a few items that are pending.
- Started working on our winter maintenance program.
- Working on the Operator agreement for Chevron, preliminary write up has been completed.
- Started working on the close out reports for 2020.
- Monthly compliance reports were sent to state with no compliance violations for this reporting period. Completed the yearly Department of Natural Resources report.
- Backflow Cross Connection Program----Spoke with Michael and he has completed more surveys which gives him enough for the percentage required to be in compliance with the State. As of 01/01/2021 unfortunately this program starts over the new year and will remain in force until state changes the ruling for more system to be covered under the program.
- Working on getting a meet scheduled with the Raw water user to recap 2020 usage and look at future needs of the system.

Wastewater Plant:

- Finished working on Pond A aerators and are all on-line. No odor issues for a month now and the process has resumed to normal parameters.
- Worked on blowers at shop for lower acieration in ponds A_B_C at waste one unit that needs repairs will be scheduled in January for repairs.
- One of the major projects for the Wastewater plant was researching, reviewing data on different options for the new head works building. After holding several meetings with the engineers and exploring these options. The department came up the final decision to go with the package plant. Several aspects led us to this consideration. This allows the Town to expand with increased capacity and moves us in the direction of future requirements. The Preliminary Design Report will be submitted to CDPHE for approval the first week of January 2021. The DOLA presentation will be on January 14th.
- Our primarily concerned with the Treatment Facility is the new nutrient standards which will come down sometime this year. Initial review show standards are a lot lower than what our plant can produce, and with that

there is a lot of emphasis on the quality of rivers being source water for consumptive uses. We will continue to monitor.

Utility Department Activities:

- Had 62 Locates, meter reads and rereads, 11 Work orders. High/Low usage report (full) review.
- Assisted Jeffs department with hydro-vacuuming out mudholes for water line service repairs as needed.
- Worked with the emergency generator at headwork which was experiencing some problems with start up mode. Is working good currently.
- Department still working on a facility assessment and inventory program which also be part of the Utilities Mater Plan.
- Joe will be assisting Public works with snow removal throughout the winter.
- Attended meeting with the Basin Round Table.

Personnel issues:

Notable Issues/events: *N/A*

Animal Shelter– Submitted by Linda Farney

Project status/Current Issues:

- 15 Running At Large
- 1 Cat Relinquished

Personnel Issues/Events: *N/A*

Notable Issues/events: *N/A*

WRV/Liquor-Code Enforcement– Submitted by Janet Miller

White River Village:

Project status/Current Issues:

- Processed 0 tenant recertifications and sent to USDA
- Regular maintenance and cleaning always ongoing;
- Cleaned and repaired 2 vacated apartment
- Put up Christmas decorations early in December and removed them at the end of December
- Snow removal is ongoing as needed

Personnel Issues/Events:

- Susan Turgeon retired after 9 years of service to the Town as Custodian. Alicia Cushman has been hired to replace Susan and brings a wealth of knowledge and experience with her from her years at the school district as maintenance and custodian. We are very excited to have her join our team.

Notable Issues/events:

- All residents are still being asked to follow protocols for Covid 19.
- We still have multiple apartments available for rent and are advertising in multiple locations for them.
- There is a collapsed pipe in one of the apartments and we will be working to repair the pipe as soon as possible. Since the repair will be substantial and we really don't know the extent of the damage, we relocated the tenant to one of the vacant apartments.

Liquor Licensing:

- Processed 1 renewal liquor licenses

Special Event Permit:

Main Street:

- Put up Christmas decorations
- Regular sanitizing is ongoing at Town Hall
- Snow removal is ongoing as needed

Notable Issues/events: N/A

Code Enforcement– Submitted by Janet Miller

Code Enforcement:

- 6.22.020 Domestic Animals Prohibited: 0
- 8.08.030 Weed Violations: 0
- 8.08.040 Refuse Violations: 0
- 8.08.047 Vehicles Parking Violations: 0
- 8.08.045 Junk Vehicle on Property: 0
- 8.08.070 Disposal of Refuse: 3
- 10.06.020 Extended Parking: 0
- 12.08.030 Obstructing a Highway or Passageway: 0
- 262.3 Location Systems: 0
- 8.08.090 Other: 0
- 17.040.040 Mobile Homes and RVs Location: 0
- 13.04.110 Meters, Meter Pits, and Service Lines: 0
- Citations Issued: 1
- Closed Cases: 15
- New Cases: 3

Notable Issues/events:

12 – Reports from Officers

13 – Old Business

14 – New Business

Income Statement

Town of Rangely

Month Ending November 2020

GENERAL FUND Revenue	YTD ACTUAL		2020 BUDGET	
	YTD Amount	% of Revenue	Budget 2020	% of Budget Expended
Taxes	\$1,293,831	56%	\$1,661,800	77.86%
Licenses and Permits	\$21,243	1%	\$13,700	155.06%
Intergovernmental Revenue	\$529,020	23%	\$1,297,000	40.79%
Charges for Services	\$284,174	12%	\$310,000	91.67%
Miscellaneous Revenue	\$194,967	8%	\$153,600	126.93%
Total General Revenue	\$2,323,235	100%	\$3,436,100	67.61%
GENERAL FUND Operating Expenses	YTD ACTUAL		2020 BUDGET	
	YTD Amount	% of Expenses	Budget 2020	% of Budget Expended
Town Council	\$31,911	1%	\$48,863	65.31%
Court	\$24,082	1%	\$24,479	98.38%
Administration	\$194,300	7%	\$236,193	82.26%
Finance	\$190,514	7%	\$217,487	87.60%
Building & Grounds	\$267,183	10%	\$313,092	85.34%
Economic Development	\$222,639	8%	\$329,540	67.56%
Police Department	\$961,580	36%	\$994,632	96.68%
Animal Shelter	\$38,603	1%	\$50,757	76.05%
Public Works	\$348,925	13%	\$438,547	79.56%
Foundation Trans. & Non Depart. Transfer	\$161,651	6%	\$260,000	62.17%
Total Capital Improvements	\$197,860	7%	\$521,200	37.96%
Total General expenses	\$2,639,248	100%	\$3,434,790	76.84%
Net Revenue over Expenditures	(\$316,013)	100%	\$1,310	-24123.13%
WATER FUND Revenue	YTD ACTUAL		2020 BUDGET	
	YTD Amount	% of Revenue	Budget 2020	% of Budget Expended
Water Revenue	\$1,063,832	100%	\$1,238,750	85.88%
WATER FUND Operating Expenses	YTD ACTUAL		2020 BUDGET	
	YTD Amount	% of Expense	Budget 2020	% of Budget Expended
Water Supply	\$374,662	29%	\$417,271	89.79%
Water Supply Capital Expense	\$0	0%	\$0	#DIV/0!
Water Fund Dept. Transfers and Conting.	\$154,538	12%	\$192,956	80.09%
PW - Transportation & Distribution	\$78,281	6%	\$98,871	79.17%
PW - Transportation & Distrib. Capital Exp	\$616,853	48%	\$730,000	0.00%
Raw Water	\$44,025	3%	\$47,575	92.54%
Raw Water Capital Expense	\$5,588	0%	\$7,000	79.83%
Total Water expenses	\$1,273,947	100%	\$1,493,673	85.29%
Net Revenue over Expenditures	(\$210,115)	100%	(\$254,923)	82.42%
GAS FUND Revenue	YTD ACTUAL		2020 BUDGET	
	YTD Amount	% of Revenue	Budget 2020	% of Budget Expended
Gas Revenue	\$799,079	100%	\$1,039,133	76.90%
GAS FUND Operating Expenses	YTD ACTUAL		2020 BUDGET	
	YTD Amount	% of Expense	Budget 2020	% of Budget Expended
Gas Expenses	\$602,700	79%	\$840,180	71.73%
Gas Capital Expense	\$0	0%	\$0	#DIV/0!
Total Transfers	\$165,000	21%	\$180,000	91.67%
Total Selling Expenses	\$767,700	100%	\$1,020,180	75.25%
Net Revenue over Expenditures	\$31,379	100%	\$18,953	165.56%
Wastewater FUND Revenue	YTD ACTUAL		2020 BUDGET	
	YTD Amount	% of Revenue	Budget 2020	% of Budget Expended
Wastewater Revenue	\$346,515	100%	\$665,150	52.10%
Wastewater FUND Oper Expenses	YTD ACTUAL		2020 BUDGET	
	YTD Amount	% of Expense	Budget 2020	% of Budget Expended
Wastewater Expenses	\$171,757	57%	\$232,880	73.75%
Wastewater Capital Expense	\$72,514	24%	\$587,300	12.35%
Total Transfers	\$55,000	18%	\$60,000	91.67%
General Fund Loan	\$0	0%	\$0	#DIV/0!
Total Selling Expenses	\$299,271	100%	\$880,180	34.00%
Net Revenue over Expenditures	\$47,243	100%	(\$215,030)	-21.97%

Town of Rangely

Month Ending November 2020

Rangely Housing Auth Revenue	2020 BUDGET	
	YTD Amount	% of Revenue
Rangely Housing Auth Revenue	\$177,255	100%
Rangely Housing Auth Oper Expenses	2020 BUDGET	
	YTD Amount	% of Expense
Rangely Housing Auth Expenses	\$153,604	89%
Housing Authority Capital Expense	\$9,954	6%
Debt Service and Transfers	\$9,174	5%
Total Expense	\$172,732	100%
Net Revenue over Expenditures	\$4,523	100%
Fund for Public Giving Revenue	2020 BUDGET	
	YTD Amount	% of Revenue
Fund for Public Giving Revenue	\$2,788	100%
Fund for Public Giving Oper Expenses	2020 BUDGET	
	YTD Amount	% of Expense
Fund for Public Giving Expenses	\$10	100%
Net Revenue over Expenditures	\$2,778	100%
Economic Development Revenue	2020 BUDGET	
	YTD Amount	% of Revenue
RDA Revenues	\$63,431	100%
Economic Development Oper Expenses	2020 BUDGET	
	YTD Amount	% of Expense
RDA Expenses	\$47,353	100%
RDA Capitol Expense	\$2,098	100%
Total Expense	\$49,452	100%
Net Revenue over Expenditures	\$13,979	100%
Conservation Trust Revenue	2020 BUDGET	
	YTD Amount	% of Revenue
Conservation Trust Revenue (Grant \$136K)	\$9,072	100%
Conservation Trust Oper Expenses	2020 BUDGET	
	YTD Amount	% of Expense
Conservation Trust Expenses	\$0	100%
Net Revenue over Expenditures	\$9,072	100%
Housing Assistance Revenue	2020 BUDGET	
	YTD Amount	% of Revenue
Housing Assistance Revenue	\$1,679	100%
Housing Assistance Oper Expenses	2020 BUDGET	
	YTD Amount	% of Expense
Housing Assistance Expenses	\$0	100%
Net Revenue over Expenditures	\$1,679	100%
Rangely Develop Corp Revenue	2020 BUDGET	
	YTD Amount	% of Revenue
Rangely Develop Corp Revenue	\$179	100%
Rangely Develop Corp Expenses	2020 BUDGET	
	YTD Amount	% of Expense
Rangely Develop Corp Expenses	\$132	100%
RDC Capitol Expense	\$0	100%
Total Expense	\$132	100%
Net Revenue over Expenditures	\$47	100%

INCOME STATEMENT ROLL-UP	Actual YTD	Budget YTD
Total Revenues	\$4,787,066	\$7,722,558
Total Expenses	\$5,202,493	\$8,283,022
Net Revenue over Expense	-\$415,427	-\$560,464

Report Criteria:

Report type: Invoice detail

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12/20	AFLAC	AFLAC PAYABLE	12/15/2020	81804	649878	297.15
	Total AFLAC:					297.15
12/20	ALL COPY PRODUCTS INC.	OFFICE SUPPLIES/EXPENSE	12/15/2020	81805	28323610	897.67
	Total ALL COPY PRODUCTS INC.:					897.67
12/20	BADGER METER INC	WATER MATERIALS/EXPENSE	12/15/2020	81806	1404212	3,123.37
	Total BADGER METER INC:					3,123.37
12/20	BLUE 360 MEDIA LLC	POLICE MATERIALS/EXPENSE	12/15/2020	81807	INV-201008-SF	385.02
	Total BLUE 360 MEDIA LLC:					385.02
12/20	BOY-KO SUPPLY CO	BUILDING/GROUNDS MAINTENANCE	12/15/2020	81808	176809-1	61.68
12/20	BOY-KO SUPPLY CO	BUILDING/GROUNDS MAINTENANCE	12/15/2020	81808	177628	135.07
	Total BOY-KO SUPPLY CO:					196.75
12/20	BREMER, PAUL	CASH CLEARING - UTILITIES	12/15/2020	81809	UTIL OVRPMN	20.47
	Total BREMER, PAUL:					20.47
12/20	CALDWELL, JEANNIE	COMPUTER PROCESSING	12/15/2020	81810	11/2020 EXP	40.00
	Total CALDWELL, JEANNIE:					40.00
12/20	CALIFORNIA WOK	MARKETING	12/31/2020	81889	SHOP N DINE	10.00
	Total CALIFORNIA WOK:					10.00
12/20	CANYON PINTADO VETERINARY CLINIC	VETERINARY EXPENSES	12/31/2020	81860	2138	15.00
	Total CANYON PINTADO VETERINARY CLINIC:					15.00
12/20	CASELLE, INC.	PROF/TECH SERVICES	12/15/2020	81811	106032	1,418.00
	Total CASELLE, INC.:					1,418.00
12/20	CEBT	VOLUNTARY/SUP LIFE INS PAYABLE	12/15/2020	81812	INV 0039503	33,276.82
	Total CEBT:					33,276.82
12/20	CENTURY EQUIPMENT COMPANY	MACHINERY OPERATIONS & MAINT	12/31/2020	81861	GP12255	395.30
	Total CENTURY EQUIPMENT COMPANY:					395.30
12/20	CENTURYLINK	DWC FISCAL AGENT ACCOUNT	12/31/2020	81859	300908689 12/	152.01
12/20	CENTURYLINK	COMMUNICATIONS	12/31/2020	81862	300915074 12/	1,460.63
	Total CENTURYLINK:					1,612.64
12/20	CERTIFIED BUSINESS SERVICES INC	OFFICE SUPPLIES/EXPENSE	12/15/2020	81813	37401	219.75

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	Total CERTIFIED BUSINESS SERVICES INC:					219.75
12/20	CIMARRON TELECOMMUNICATIONS LLC	COMMUNICATIONS	12/31/2020	81863	61388	55.00
	Total CIMARRON TELECOMMUNICATIONS LLC:					55.00
12/20	CIRSA	VEHICLE/EQUIPMENT OPS/MAINT	12/15/2020	81814	201933	2,390.00
	Total CIRSA:					2,390.00
12/20	COLOCPA SERVICES, PC	PROFESSIONAL/TECHNICAL SVCES	12/15/2020	81815	18671	31.25
	Total COLOCPA SERVICES, PC:					31.25
12/20	COLUMN SOFTWARE PBC	OFFICE SUPPLIES/EXPENSE	12/31/2020	81864	574A3F0F-001	69.28
	Total COLUMN SOFTWARE PBC:					69.28
12/20	COX, MARYBEL	COMPUTER PROCESSING	12/15/2020	81816	11/2020 EXP	40.00
	Total COX, MARYBEL:					40.00
12/20	CREATIONS BY JA-MEL	POLICE MATERIALS/EXPENSE	12/31/2020	81865	12092020 STM	63.00
	Total CREATIONS BY JA-MEL:					63.00
12/20	DAN E. WILSON, ATTORNEY AT LAW LLC	PROF/TECH SERVICES	12/15/2020	81817	3151	4,645.56
12/20	DAN E. WILSON, ATTORNEY AT LAW LLC	PROFESSIONAL/TECHNICAL SVCES	12/15/2020	81817	3152	86.82
	Total DAN E. WILSON, ATTORNEY AT LAW LLC:					4,732.38
12/20	DIRECTV	UTILITIES	12/31/2020	81866	088092706X20	462.25
	Total DIRECTV:					462.25
12/20	DUCEY'S ELECTRIC	STREETS/DRAINAGE MATLS/EXPENS	12/15/2020	81818	60906	295.00
12/20	DUCEY'S ELECTRIC	SEWER MATERIALS/EXPENSE	12/31/2020	81867	59386	155.00
12/20	DUCEY'S ELECTRIC	BUILDING MAINTENANCE	12/31/2020	81867	60909	794.37
	Total DUCEY'S ELECTRIC:					1,244.37
12/20	EL AGAVE	MARKETING	12/31/2020	81890	SHOP N DINE	215.00
	Total EL AGAVE:					215.00
12/20	ELLIS, KEELY	MAYOR/COUNCIL	12/15/2020	13687	11	100.00
	Total ELLIS, KEELY:					100.00
12/20	FBI-LEEDA	TRAINING/PROF DEVELOPMENT	12/31/2020	81868	200048990	695.00
	Total FBI-LEEDA:					695.00
12/20	FEDERAL EXPRESS	PROF/TECH SERVICES	12/31/2020	81869	7-224-00426	249.25
	Total FEDERAL EXPRESS:					249.25

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12/20	FIDELITY ADVISOR FUNDS	RETIREMENT PAYABLE	12/08/2020	81802	PR1206200	10,615.34
12/20	FIDELITY ADVISOR FUNDS	RETIREMENT PAYABLE	12/22/2020	81858	PR1220200	10,215.67
Total FIDELITY ADVISOR FUNDS:						20,831.01
12/20	FIRST BANKCARD	TRAVEL/MEETINGS	12/31/2020	81870	1775 12/20	11.57
12/20	FIRST BANKCARD	TRAVEL/MEETINGS	12/31/2020	81870	2607 12/20	151.88
12/20	FIRST BANKCARD	OFFICE SUPPLIES/EXPENSE	12/31/2020	81870	3054 12/20	14.99
12/20	FIRST BANKCARD	CHEMICALS/LABORATORY	12/31/2020	81870	4452 12/20	349.57
12/20	FIRST BANKCARD	COMPUTER PROCESSING	12/31/2020	81870	4778 12/20	14.99
12/20	FIRST BANKCARD	POLICE MATERIALS/EXPENSE	12/31/2020	81870	5576 12/20	229.62
12/20	FIRST BANKCARD	OFFICE SUPPLIES/EXPENSE	12/31/2020	81870	5628 12/20	29.98
12/20	FIRST BANKCARD	OFFICE SUPPLIES/EXPENSE	12/31/2020	81870	5834 12/20	10.00
12/20	FIRST BANKCARD	OFFICE SUPPLIES/EXPENSE	12/31/2020	81870	5917 12/20	91.65
12/20	FIRST BANKCARD	OFFICE SUPPLIES/EXPENSE	12/31/2020	81870	6485 12/20	43.13
12/20	FIRST BANKCARD	MARKETING	12/31/2020	81870	7343 12/20	421.27
12/20	FIRST BANKCARD	OFFICE SUPPLIES/EXPENSE	12/31/2020	81870	7775 12/20	25.45
12/20	FIRST BANKCARD	VETERINARY EXPENSES	12/31/2020	81870	8397 12/20	77.72
12/20	FIRST BANKCARD	OFFICE SUPPLIES/EXPENSE	12/31/2020	81870	9538 12/20	14.99
Total FIRST BANKCARD:						1,486.81
12/20	FPPA	FPPA D&D	12/08/2020	13685	PR1206200	.00
12/20	FPPA	FPPA D&D	12/08/2020	13686	PR1206200	318.65
12/20	FPPA	FPPA D&D	12/22/2020	13729	PR1220200	364.27
Total FPPA:						682.92
12/20	GARNER JR., RICHARD E.	MAYOR/COUNCIL	12/15/2020	13688	21	100.00
Total GARNER JR., RICHARD E.:						100.00
12/20	GEER, LUKE D.	MAYOR/COUNCIL	12/15/2020	81819	33	100.00
Total GEER, LUKE D.:						100.00
12/20	GIOVANNI'S ITALIAN GRILL	MARKETING	12/31/2020	81891	SHOP N DINE	835.00
Total GIOVANNI'S ITALIAN GRILL:						835.00
12/20	GRANGER, ALISA	MAYOR/COUNCIL	12/15/2020	81820	19	100.00
Total GRANGER, ALISA:						100.00
12/20	HACH	SEWER MATERIALS/EXPENSE	12/15/2020	81821	12220421	377.00
Total HACH:						377.00
12/20	HAMBLIN, HANNAH	UNIFORMS	12/15/2020	81822	1	140.00
Total HAMBLIN, HANNAH:						140.00
12/20	HAMBLIN, TIRYNN	COMMUNICATIONS	12/15/2020	81823	11/20 EXP	40.00
Total HAMBLIN, TIRYNN:						40.00
12/20	HIRERIGHT, INC.	HOUSING MANAGEMENT EXPENSE	12/15/2020	81824	G3097254	129.02

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	Total HIRERIGHT, INC.:					129.02
12/20	HUGHES, JORDAN	COMMUNICATIONS	12/15/2020	81825	11/2020 EXP	40.00
	Total HUGHES, JORDAN:					40.00
12/20	IDENTITY GRAPHICS LLC	VHCL/EQUIP OPER/MAINT	12/15/2020	81826	13401	48.40
	Total IDENTITY GRAPHICS LLC:					48.40
12/20	KUM & GO	MARKETING	12/31/2020	81892	SHOP N DINE	265.00
	Total KUM & GO:					265.00
12/20	LEECH, JESSE	COMMUNICATIONS	12/15/2020	81827	11/20 EXP	40.00
	Total LEECH, JESSE:					40.00
12/20	MACKAY, JANET	CASH CLEARING - UTILITIES	12/31/2020	81871	OVRPMNT ON	32.66
	Total MACKAY, JANET:					32.66
12/20	MAIL SERVICES	OFFICE SUPPLIES/EXPENSE	12/15/2020	81828	1764981	643.31
	Total MAIL SERVICES:					643.31
12/20	MAIN STREET CAFE	MARKETING	12/31/2020	81893	SHOP N DINE	30.00
	Total MAIN STREET CAFE:					30.00
12/20	MOON LAKE ELECTRIC ASSN.	UTILITIES	12/15/2020	81829	31051	1,311.55
12/20	MOON LAKE ELECTRIC ASSN.	UTILITIES	12/15/2020	81829	31098	14,666.74
	Total MOON LAKE ELECTRIC ASSN.:					15,978.29
12/20	MOSS, TAD	CASH CLEARING - A/R	12/31/2020	81872	OVR PMNT/AR	74.23
	Total MOSS, TAD:					74.23
12/20	MOUNTAIN STATES PIPE & SUPPLY	WATER MATERIALS/EXPENSE	12/15/2020	81830	INV17350	1,937.78
	Total MOUNTAIN STATES PIPE & SUPPLY:					1,937.78
12/20	MOUNTAIN WEST SECURITY LLC	BUILDING MAINTENANCE	12/31/2020	81873	R22359	299.40
	Total MOUNTAIN WEST SECURITY LLC:					299.40
12/20	MULLEN, JOCELYN	COMMUNICATIONS	12/31/2020	81874	12/2020 EXP	40.00
	Total MULLEN, JOCELYN:					40.00
12/20	NETWORKS UNLIMITED INC	COMPUTER PROCESSING	12/15/2020	81831	23333	500.00-
12/20	NETWORKS UNLIMITED INC	COMMUNICATIONS	12/15/2020	81831	9993368	2,851.48
	Total NETWORKS UNLIMITED INC:					2,351.48
12/20	NEWMAN SIGNS	STREETS/DRAINAGE MATLS/EXPENS	12/15/2020	81832	TRFINV026849	126.03

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Total NEWMAN SIGNS:						126.03
12/20	NICHOLS STORE	VETERINARY EXPENSES	12/15/2020	81833	40393	33.95
12/20	NICHOLS STORE	DEPARTMENTAL MATERIALS/EXPENS	12/15/2020	81833	40578	33.90
12/20	NICHOLS STORE	MARKETING	12/31/2020	81894	SHOP N DINE	40.00
Total NICHOLS STORE:						107.85
12/20	PIERING, LISA	COMMUNICATIONS	12/31/2020	81875	12/2020 EXP	40.00
Total PIERING, LISA:						40.00
12/20	PINNACOL ASSURANCE	WORKERS' COMPENSATION	12/15/2020	81834	20275704	12.60
12/20	PINNACOL ASSURANCE	PREPAID EXPENSES	12/31/2020	81876	20294820	2,469.00
Total PINNACOL ASSURANCE:						2,481.60
12/20	PINYON TREE LIQUORS	MARKETING	12/31/2020	81895	SHOP N DINE	385.00
Total PINYON TREE LIQUORS:						385.00
12/20	PROFESSIONAL TOUCH	MACHINERY OPERATIONS/MAINT	12/15/2020	81835	49483	228.86
12/20	PROFESSIONAL TOUCH	VHCL/EQUIP OPER/MAINT	12/31/2020	81877	49523	303.76
12/20	PROFESSIONAL TOUCH	VHCL/EQUIP OPER/MAINT	12/31/2020	81877	49525	751.96
12/20	PROFESSIONAL TOUCH	MACHINERY OPERATIONS & MAINT	12/31/2020	81877	49559	338.68
Total PROFESSIONAL TOUCH:						1,623.26
12/20	QUILL CORPORATION	OFFICE SUPPLIES/EXPENSE	12/31/2020	81878	13076473	24.95
12/20	QUILL CORPORATION	OFFICE SUPPLIES/EXPENSE	12/31/2020	81878	13077087	52.98
Total QUILL CORPORATION:						77.93
12/20	RANGELY AUTO PARTS & SUPPLY	VHCL/EQUIP OPER/MAINT	12/15/2020	81836	571336	19.65
12/20	RANGELY AUTO PARTS & SUPPLY	DEPARTMENTAL MATERIALS/EXPENS	12/15/2020	81836	571598	30.97
12/20	RANGELY AUTO PARTS & SUPPLY	MACHINERY OPERATIONS & MAINT	12/15/2020	81836	571704	4.49
12/20	RANGELY AUTO PARTS & SUPPLY	VHCL/EQUIP OPER/MAINT	12/15/2020	81836	571794	25.72
12/20	RANGELY AUTO PARTS & SUPPLY	MACHINERY OPERATIONS & MAINT	12/15/2020	81836	571822	24.49
12/20	RANGELY AUTO PARTS & SUPPLY	VEHICLE/EQUIPMENT OPS/MAINT	12/31/2020	81879	571377	169.99
12/20	RANGELY AUTO PARTS & SUPPLY	VEHICLE/EQUIPMENT OPS/MAINT	12/31/2020	81879	571425	12.36
12/20	RANGELY AUTO PARTS & SUPPLY	VEHICLE/EQUIPMENT OPS/MAINT	12/31/2020	81879	571429	18.00
12/20	RANGELY AUTO PARTS & SUPPLY	VEHICLE/EQUIPMENT OPS/MAINT	12/31/2020	81879	571430	3.26
12/20	RANGELY AUTO PARTS & SUPPLY	VEHICLE/EQUIPMENT OPS/MAINT	12/31/2020	81879	571731	6.49
12/20	RANGELY AUTO PARTS & SUPPLY	VHCL/EQUIP OPER/MAINT	12/31/2020	81879	571745	58.78
12/20	RANGELY AUTO PARTS & SUPPLY	VHCL/EQUIP OPER/MAINT	12/31/2020	81879	571917	29.39
12/20	RANGELY AUTO PARTS & SUPPLY	VEHICLE/EQUIPMENT OPS/MAINT	12/31/2020	81879	571927	95.89
12/20	RANGELY AUTO PARTS & SUPPLY	MACHINERY OPERATIONS & MAINT	12/31/2020	81879	571928	42.99
12/20	RANGELY AUTO PARTS & SUPPLY	MACHINERY OPERATIONS & MAINT	12/31/2020	81879	571934	3.29
12/20	RANGELY AUTO PARTS & SUPPLY	VHCL/EQUIP OPER/MAINT	12/31/2020	81879	571941	22.74
12/20	RANGELY AUTO PARTS & SUPPLY	VEHICLE/EQUIPMENT OPS/MAINT	12/31/2020	81879	571952	19.49
12/20	RANGELY AUTO PARTS & SUPPLY	VHCL/EQUIP OPER/MAINT	12/31/2020	81879	572092	193.78
12/20	RANGELY AUTO PARTS & SUPPLY	SEWER MATERIALS/EXPENSE	12/31/2020	81879	572121	62.99
12/20	RANGELY AUTO PARTS & SUPPLY	MACHINERY OPERATIONS & MAINT	12/31/2020	81879	572194	5.70
12/20	RANGELY AUTO PARTS & SUPPLY	CAPITAL IMPROVEMENTS	12/31/2020	81879	572207	138.48
12/20	RANGELY AUTO PARTS & SUPPLY	MACHINERY OPERATIONS & MAINT	12/31/2020	81879	572227	39.17
12/20	RANGELY AUTO PARTS & SUPPLY	MARKETING	12/31/2020	81896	SHOP N DINE	30.00

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Total RANGELY AUTO PARTS & SUPPLY:						1,022.11
12/20	RANGELY CONOCO	MARKETING	12/31/2020	81897	SHOP N DINE	75.00
Total RANGELY CONOCO:						75.00
12/20	RANGELY HARDWARE	MACHINERY OPERATIONS/MAINT	12/15/2020	81837	395095	35.55
12/20	RANGELY HARDWARE	BUILDING/GROUNDS MAINTENANCE	12/15/2020	81837	395391	25.99
12/20	RANGELY HARDWARE	BUILDING/GROUNDS MAINTENANCE	12/15/2020	81837	395393	29.98
12/20	RANGELY HARDWARE	BUILDING/GROUNDS MAINTENANCE	12/15/2020	81837	395395	29.98
12/20	RANGELY HARDWARE	SEWER MATERIALS/EXPENSE	12/15/2020	81837	395814	21.48
12/20	RANGELY HARDWARE	BUILDING MAINTENANCE	12/15/2020	81837	395907	89.98
12/20	RANGELY HARDWARE	STREETS/DRAINAGE MATLS/EXPENS	12/15/2020	81837	395976	9.52
12/20	RANGELY HARDWARE	BUILDING MAINTENANCE	12/15/2020	81837	396139	17.93
12/20	RANGELY HARDWARE	BUILDING/GROUNDS MAINTENANCE	12/15/2020	81837	396198	36.15
12/20	RANGELY HARDWARE	BUILDING MAINTENANCE	12/15/2020	81837	396204	12.49
12/20	RANGELY HARDWARE	MACHINERY OPERATIONS/MAINT	12/15/2020	81837	396259	3.76
12/20	RANGELY HARDWARE	BUILDING MAINTENANCE	12/15/2020	81837	396302	28.58
12/20	RANGELY HARDWARE	BUILDING MAINTENANCE	12/15/2020	81837	396390	30.27
12/20	RANGELY HARDWARE	BUILDING/GROUNDS MAINTENANCE	12/15/2020	81837	396497	32.05
12/20	RANGELY HARDWARE	BUILDING/GROUNDS MAINTENANCE	12/15/2020	81837	396500	38.98
12/20	RANGELY HARDWARE	BUILDING/GROUNDS MAINTENANCE	12/15/2020	81837	396521	31.99
12/20	RANGELY HARDWARE	GAS MATERIALS/EXPENSE	12/15/2020	81837	396525	9.99
12/20	RANGELY HARDWARE	VETERINARY EXPENSES	12/15/2020	81837	396543	5.59
12/20	RANGELY HARDWARE	BUILDING/GROUNDS MAINTENANCE	12/15/2020	81837	396574	14.99
12/20	RANGELY HARDWARE	SEWER MATERIALS/EXPENSE	12/15/2020	81837	396575	12.72
12/20	RANGELY HARDWARE	BUILDING/GROUNDS MAINTENANCE	12/15/2020	81837	396580	8.99
12/20	RANGELY HARDWARE	BUILDING/GROUNDS MAINTENANCE	12/15/2020	81837	396639	35.92
12/20	RANGELY HARDWARE	SEWER MATERIALS/EXPENSE	12/15/2020	81837	396663	22.96
12/20	RANGELY HARDWARE	BUILDING/GROUNDS MAINTENANCE	12/15/2020	81837	396704	29.97
12/20	RANGELY HARDWARE	BUILDING/GROUNDS MAINTENANCE	12/15/2020	81837	396708	92.34
12/20	RANGELY HARDWARE	STREETS/DRAINAGE MATLS/EXPENS	12/15/2020	81837	396714	4.49
12/20	RANGELY HARDWARE	BUILDING MAINTENANCE	12/15/2020	81837	396716	9.49
12/20	RANGELY HARDWARE	BUILDING/GROUNDS MAINTENANCE	12/15/2020	81837	396742	54.42
12/20	RANGELY HARDWARE	BUILDING/GROUNDS MAINTENANCE	12/15/2020	81837	396743	99.74
12/20	RANGELY HARDWARE	STREETS/DRAINAGE MATLS/EXPENS	12/15/2020	81837	396774	724.31
12/20	RANGELY HARDWARE	STREETS/DRAINAGE MATLS/EXPENS	12/15/2020	81837	396789	10.20
12/20	RANGELY HARDWARE	BUILDING MAINTENANCE	12/15/2020	81837	396793	9.28
12/20	RANGELY HARDWARE	BUILDING/GROUNDS MAINTENANCE	12/15/2020	81837	396806	4.49
12/20	RANGELY HARDWARE	OFFICE SUPPLIES/EXPENSE	12/15/2020	81837	396839	17.97
12/20	RANGELY HARDWARE	STREETS/DRAINAGE MATLS/EXPENS	12/15/2020	81837	396984	6.29
12/20	RANGELY HARDWARE	BUILDING/GROUNDS MAINTENANCE	12/15/2020	81837	397028	78.41
12/20	RANGELY HARDWARE	BUILDING MAINTENANCE	12/15/2020	81837	397053	6.98
12/20	RANGELY HARDWARE	BUILDING/GROUNDS MAINTENANCE	12/15/2020	81837	397174	22.27
12/20	RANGELY HARDWARE	BUILDING MAINTENANCE	12/15/2020	81837	397182	25.96
12/20	RANGELY HARDWARE	VETERINARY EXPENSES	12/15/2020	81837	397303	37.97
12/20	RANGELY HARDWARE	BUILDING MAINTENANCE	12/31/2020	81880	397136	14.99
12/20	RANGELY HARDWARE	BUILDING/GROUNDS MAINTENANCE	12/31/2020	81880	397253	4.49
12/20	RANGELY HARDWARE	BUILDING/GROUNDS MAINTENANCE	12/31/2020	81880	397261	82.14
12/20	RANGELY HARDWARE	BUILDING MAINTENANCE	12/31/2020	81880	397274	32.99
12/20	RANGELY HARDWARE	OFFICE SUPPLIES/EXPENSE	12/31/2020	81880	397315	24.98
12/20	RANGELY HARDWARE	BUILDING/GROUNDS MAINTENANCE	12/31/2020	81880	397427	25.84
12/20	RANGELY HARDWARE	VEHICLE/EQUIPMENT OPS/MAINT	12/31/2020	81880	397509	10.86
12/20	RANGELY HARDWARE	VEHICLE/EQUIPMENT OPS/MAINT	12/31/2020	81880	397514	11.29
12/20	RANGELY HARDWARE	BUILDING/GROUNDS MAINTENANCE	12/31/2020	81880	397568	15.47
12/20	RANGELY HARDWARE	BUILDING/GROUNDS MAINTENANCE	12/31/2020	81880	397590	7.49
12/20	RANGELY HARDWARE	CAPITAL IMPROVEMENTS	12/31/2020	81880	397978	22.07

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12/20	RANGELY HARDWARE	BUILDING MAINTENANCE	12/31/2020	81880	397996	9.49
12/20	RANGELY HARDWARE	MACHINERY OPERATIONS/MAINT	12/31/2020	81880	398087	33.99
12/20	RANGELY HARDWARE	MACHINERY OPERATIONS & MAINT	12/31/2020	81880	398155	31.60
12/20	RANGELY HARDWARE	POLICE MATERIALS/EXPENSE	12/31/2020	81880	398179	18.99
12/20	RANGELY HARDWARE	GAS MATERIALS/EXPENSE	12/31/2020	81880	398221	122.97
12/20	RANGELY HARDWARE	HOUSING MANAGEMENT EXPENSE	12/31/2020	81880	398243	133.95
12/20	RANGELY HARDWARE	BUILDING MAINTENANCE	12/31/2020	81880	398279	26.94
12/20	RANGELY HARDWARE	MARKETING	12/31/2020	81898	SHOP N DINE	1,370.00
Total RANGELY HARDWARE:						3,761.00
12/20	RANGELY LIQUOR STORE LLC	MARKETING	12/31/2020	81899	SHOP N DINE	150.00
Total RANGELY LIQUOR STORE LLC:						150.00
12/20	RANGELY SCHOOL FOUNDATION, INC	FOUNDATION TRANSFER	12/15/2020	81838	NOVEMBER 2	14,569.50
Total RANGELY SCHOOL FOUNDATION, INC:						14,569.50
12/20	RANGELY TRASH SERVICE	BUILDING MAINTENANCE	12/15/2020	81839	103024	815.00
Total RANGELY TRASH SERVICE:						815.00
12/20	RANGELY, TOWN OF	UTILITIES	12/15/2020	81840	TOR 11/2020	3,841.77
12/20	RANGELY, TOWN OF	UTILITIES	12/15/2020	81840	WRV 11/2020	1,222.99
Total RANGELY, TOWN OF:						5,064.76
12/20	REED, DONALD	UNIFORMS	12/31/2020	81881	12/2020 EXP	170.31
Total REED, DONALD:						170.31
12/20	RESOURCEFUL COMPLIANCE	OFFICE SUPPLIES/EXPENSE	12/31/2020	81882	558073	89.90
Total RESOURCEFUL COMPLIANCE:						89.90
12/20	RIO BLANCO COUNTY	CONTINGENCY	12/15/2020	81841	05122020	11,250.00
12/20	RIO BLANCO COUNTY	BUILDING INSPECTOR	12/15/2020	81841	11/20 BLDG S	888.22
12/20	RIO BLANCO COUNTY	COMMUNICATIONS	12/15/2020	81841	1120-11	405.00
12/20	RIO BLANCO COUNTY SALES & USE TAX	GENERAL SALES TAX - STATE	12/15/2020	81842	SALES TAX 11/	8,630.53
Total RIO BLANCO COUNTY:						21,173.75
12/20	ROBIE, TREY	MAYOR/COUNCIL	12/15/2020	13689	57	100.00
Total ROBIE, TREY:						100.00
12/20	ROCKY MOUNTAIN WEED MANAGEMENT	BUILDING/GROUNDS MAINTENANCE	12/31/2020	81883	052620	153.00
Total ROCKY MOUNTAIN WEED MANAGEMENT:						153.00
12/20	ROSE, KAYLA	MARKETING	12/31/2020	81900	SHOP N DINE	20.00
Total ROSE, KAYLA:						20.00
12/20	SBT INTERNET	DWC FISCAL AGENT ACCOUNT	12/15/2020	81843	019836	45.00

GL Period	Payee	Invoice GL Account Title	Check Issue Date	Check Number	Invoice Number	Amount
	Total SBT INTERNET:					45.00
12/20	SCHMEUSER GORDON MEYER, INC.	CAPITAL IMPROVEMENTS	12/31/2020	81884	2005-327.014-	17,328.50
	Total SCHMEUSER GORDON MEYER, INC.:					17,328.50
12/20	SENERGY BUILDERS, LLC.	HOUSING MANAGEMENT EXPENSE	12/15/2020	81844	SAGE RENT 1	3,173.50
	Total SENERGY BUILDERS, LLC.:					3,173.50
12/20	SGS ACCUTEST INC.	CHEMICALS	12/15/2020	81845	52160123619	346.59
	Total SGS ACCUTEST INC.:					346.59
12/20	SHAFFER, ANDREW	MAYOR/COUNCIL	12/15/2020	13690	81	150.00
	Total SHAFFER, ANDREW:					150.00
12/20	SIMS, TERESA	JUDGES	12/15/2020	81846	STMNT 12/202	150.00
	Total SIMS, TERESA:					150.00
12/20	STANDARD INSURANCE COMPANY RC	VOLUNTARY/SUP LIFE INS PAYABLE	12/31/2020	81885	160730 12/202	687.30
	Total STANDARD INSURANCE COMPANY RC:					687.30
12/20	STEWART WELDING & MACHINE, INC	POLICE MATERIALS/EXPENSE	12/15/2020	81847	16646	26.00
	Total STEWART WELDING & MACHINE, INC:					26.00
12/20	STOUT	CASH CLEARING - UTILITIES	12/31/2020	81886	OVRPMNT UTI	52.23
	Total STOUT:					52.23
12/20	SUMMIT ENERGY, LLC	NATURAL GAS PURCHASES	12/15/2020	81848	11201RANG	50,278.23
	Total SUMMIT ENERGY, LLC:					50,278.23
12/20	SWEETBRIAR	MARKETING	12/31/2020	81901	SHOP N DINE	505.00
	Total SWEETBRIAR:					505.00
12/20	TAYLOR FENCE COMPANY	STREETS/DRAINAGE MATLS/EXPENS	12/15/2020	81849	51717	125.64
	Total TAYLOR FENCE COMPANY:					125.64
12/20	THATCHER CHEMICAL CO.	SEWER MATERIALS/EXPENSE	12/31/2020	81887	1508067	1,949.25
	Total THATCHER CHEMICAL CO.:					1,949.25
12/20	TRANSUNION RISK & ALTERNATIVE	PROF/TECH SERVICES	12/15/2020	81850	STMNT 12/202	50.00
	Total TRANSUNION RISK & ALTERNATIVE:					50.00
12/20	UNCC	PROFESSIONAL/TECHNICAL SERVIC	12/15/2020	81851	220111091	64.07

GL Period	Payee	Invoice GL Account Title	Check Issue Date	Check Number	Invoice Number	Amount
Total UNCC:						64.07
12/20	UNITED STATES GEOLOGICAL SURVEY	CHEMICALS/LABORATORY	12/31/2020	81888	90863465	4,729.00
Total UNITED STATES GEOLOGICAL SURVEY:						4,729.00
12/20	VERIZON WIRELESS	BUILDING MAINTENANCE	12/15/2020	81852	9867823906	955.19
Total VERIZON WIRELESS:						955.19
12/20	W.C. STRIEGEL, INC	CAPITAL IMPROVEMENTS	12/15/2020	81803	11-21	8,750.00
12/20	W.C. STRIEGEL, INC	CAPITAL IMPROVEMENTS	12/15/2020	81853	12-21	12,698.27
Total W.C. STRIEGEL, INC:						21,448.27
12/20	WEBBER, TIMOTHY J.	MAYOR/COUNCIL	12/15/2020	13691	2	100.00
Total WEBBER, TIMOTHY J.:						100.00
12/20	WEX BANK	FUEL	12/15/2020	81854	68907623	3,362.66
Total WEX BANK:						3,362.66
12/20	WHITE RIVER MARKET	GAS MATERIALS/EXPENSE	12/15/2020	81855	201204-2-1-1-3	30.96
12/20	WHITE RIVER MARKET	MARKETING	12/31/2020	81902	SHOP N DINE	1,235.00
Total WHITE RIVER MARKET:						1,265.96
12/20	WILCZEK, KAREN S	JUDGES	12/15/2020	81856	STMNT 12/202	300.00
Total WILCZEK, KAREN S:						300.00
12/20	WILD FLOWER, THE	MARKETING	12/31/2020	81903	SHOP N DINE	40.00
Total WILD FLOWER, THE:						40.00
12/20	WRB REC & PARK DISTRICT	DUES/CONTRIBUTIONS	12/15/2020	81857	1863	44.00
12/20	WRB REC & PARK DISTRICT	CAPITAL IMPROVEMENTS	12/15/2020	81857	1867	129.17
Total WRB REC & PARK DISTRICT:						173.17
Grand Totals:						258,168.59

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-11700	257.59	.00	257.59
01-11750	.00	78.00-	78.00-
01-21500	78.00	257.59-	179.59-
10-14100	2,469.00	.00	2,469.00
10-21500	958.62	130,035.58-	129,076.96-
10-22255	17,167.23	.00	17,167.23
10-22280	3,663.78	.00	3,663.78
10-22290	32,886.00	.00	32,886.00

GL Account	Debit	Credit	Proof
10-22292	1,078.57	395.65-	682.92
10-22295	297.15	.00	297.15
10-22298	1,078.12	.00	1,078.12
10-31-300	8,630.53	.00	8,630.53
10-36-615	197.01	.00	197.01
10-41-110	750.00	.00	750.00
10-41-200	118.17	.00	118.17
10-41-400	44.00	.00	44.00
10-42-110	450.00	.00	450.00
10-42-118	1,505.56	.00	1,505.56
10-42-200	219.75	.00	219.75
10-43-200	207.29	.00	207.29
10-43-205	983.07	500.00-	483.07
10-43-220	220.00	.00	220.00
10-43-250	806.84	.00	806.84
10-43-270	1,535.56	.00	1,535.56
10-43-280	2,390.00	.00	2,390.00
10-43-285	93.28	.00	93.28
10-44-200	994.79	.00	994.79
10-44-205	183.09	.00	183.09
10-44-220	1,418.00	.00	1,418.00
10-46-200	10.75	.00	10.75
10-46-205	143.09	.00	143.09
10-46-250	179.95	.00	179.95
10-46-260	1,186.36	29.98-	1,156.38
10-46-270	165.10	.00	165.10
10-46-280	329.63	18.00-	311.63
10-46-285	262.73	.00	262.73
10-46-800	151.24	.00	151.24
10-48-115	888.22	.00	888.22
10-48-200	40.44	.00	40.44
10-48-205	40.00	.00	40.00
10-48-250	40.00	.00	40.00
10-48-300	5,637.02	.00	5,637.02
10-48-800	138.48	.00	138.48
10-49-640	14,569.50	.00	14,569.50
10-49-680	11,250.00	.00	11,250.00
10-54-135	12.60	.00	12.60
10-54-200	437.32	14.99-	422.33
10-54-205	143.09	.00	143.09
10-54-210	66.54	.00	66.54
10-54-220	660.00	.00	660.00
10-54-230	849.79	.00	849.79
10-54-250	650.39	.00	650.39
10-54-260	64.50	.00	64.50
10-54-270	511.86	.00	511.86
10-54-280	1,149.49	.00	1,149.49
10-54-285	1,018.46	.00	1,018.46
10-54-320	140.00	.00	140.00
10-54-330	592.00	.00	592.00
10-55-200	10.75	.00	10.75
10-55-260	444.81	.00	444.81
10-55-285	151.11	.00	151.11
10-55-310	170.23	.00	170.23
10-60-200	144.73	.00	144.73
10-60-205	143.09	.00	143.09
10-60-250	157.34	.00	157.34
10-60-260	941.00	.00	941.00

GL Account	Debit	Credit	Proof
10-60-270	4,098.87	.00	4,098.87
10-60-280	29.39	.00	29.39
10-60-285	776.86	.00	776.86
10-60-290	885.71	.00	885.71
10-60-330	64.87	.00	64.87
10-60-365	1,301.48	.00	1,301.48
51-21500	.00	40,186.95-	40,186.95-
51-71-200	20.75	.00	20.75
51-71-205	143.09	.00	143.09
51-71-220	29.07	.00	29.07
51-71-250	606.93	.00	606.93
51-71-260	92.00	.00	92.00
51-71-270	5,329.25	.00	5,329.25
51-71-280	216.52	.00	216.52
51-71-285	245.35	.00	245.35
51-71-320	170.31	.00	170.31
51-71-350	5,298.75	.00	5,298.75
51-72-200	10.75	.00	10.75
51-72-250	143.09	.00	143.09
51-72-330	5,061.15	.00	5,061.15
51-72-800	21,448.27	.00	21,448.27
51-73-270	1,371.67	.00	1,371.67
52-21500	.00	52,103.91-	52,103.91-
52-40-200	78.83	.00	78.83
52-40-205	143.09	.00	143.09
52-40-220	64.07	.00	64.07
52-40-250	391.79	.00	391.79
52-40-260	64.49	.00	64.49
52-40-270	475.90	.00	475.90
52-40-280	58.78	.00	58.78
52-40-285	384.81	.00	384.81
52-40-330	163.92	.00	163.92
52-40-410	50,278.23	.00	50,278.23
53-21500	.00	26,588.35-	26,588.35-
53-40-200	10.75	.00	10.75
53-40-205	158.08	.00	158.08
53-40-250	500.03	.00	500.03
53-40-260	101.28	.00	101.28
53-40-270	4,809.50	.00	4,809.50
53-40-285	430.06	.00	430.06
53-40-290	302.16	.00	302.16
53-40-330	2,601.40	.00	2,601.40
53-40-350	346.59	.00	346.59
53-40-800	17,328.50	.00	17,328.50
71-21500	.00	6,574.86-	6,574.86-
71-40-200	10.75	.00	10.75
71-40-205	143.09	.00	143.09
71-40-220	2,428.07	.00	2,428.07
71-40-250	177.99	.00	177.99
71-40-260	818.17	.00	818.17
71-40-270	2,996.79	.00	2,996.79
73-21500	.00	3,447.22-	3,447.22-
73-40-220	10.75	.00	10.75
73-40-250	3,436.47	.00	3,436.47
76-21500	.00	10.75-	10.75-
76-40-220	10.75	.00	10.75

GL Account	Debit	Credit	Proof
Grand Totals:	260,241.83	260,241.83-	.00

January 12, 2021 ***APPROVED CHECK REGISTER***

Mayor: _____
ANDY SHAFFERCity Council: TREY ROBIE

RICH GARNER

LUKE GEER

ALISA GRANGER

KEELY ELLIS

TIM WEBBER

Town Manager: LISA PIERING

Town Clerk/Treasurer: MARYBEL COX

Report Criteria:
Report type: Invoice detail

STATE OF COLORADO GRANT AGREEMENT

COVER PAGE

State Agency Department of Regulatory Agencies		Agreement Number CTGG1 SGAA 2021-2457	
Town of Rangely		Agreement Performance Beginning Date Effective Date	
		Initial Agreement Expiration Date 12/31/2021	
Agreement Maximum Amount Initial Term		Fund Expenditure End Date March 31, 2022	
Federal Amount	\$7,247.84	Agreement Authority By the authority of the Federal Award identified by Federal Award Identification Number 69N37619300000911CO0, as well as Colorado Public Utilities Commission Decisions C18-0751 and C19-0331.	
CPAP Amount	\$4,831.90		
TOTAL	\$12,079.74		
<p>Agreement Purpose</p> <p>Grantee is a governing body, as described in C.R.S. § 29-11-104(1) (formed by intergovernmental agreement among governing bodies as defined in C.R.S. §29-11-101(4), the geographic jurisdictions of which are located partially or wholly within Town of Rangely, Colorado). Service suppliers, defined in C.R.S. § 29-11-101(7) (<i>i.e.</i>, telephone carriers), collect the emergency telephone charge, defined in C.R.S. § 29-11-101(1.7), and remit it to the governing bodies under C.R.S. § 29-11-103. Governing bodies must use the resulting funds in accordance with C.R.S. § 29-11-104(2). Generally, but not exclusively, governing bodies support public safety answering points (“PSAPs”) in their jurisdictions.</p> <p>The Colorado Department of Regulatory Agencies (“DORA”) received a federal grant to provide federal financial assistance for the implementation and operation of 911 services. The Colorado Public Utilities Commission (“PUC”) allocated funds from the Colorado Performance Assurance Plan (“CPAP”) Tier 2 fund to meet the matching funds requirement in the federal grant.</p> <p>Separately, Qwest Corporation, d/b/a CenturyLink QC (“CenturyLink”) sought approval of an initial tariff regarding Next Generation 9-1-1 ESInet services. Several governing bodies participated in that proceeding and CenturyLink Colorado Tariff No. 25 (the “Tariff”) was eventually approved by the PUC. The Tariff requires that all PSAPs migrate from the existing legacy 9-1-1 network to an Emergency Service IP Network (the “ESInet”).</p> <p>DORA, acting through the PUC, has proposed to use the federal grant funds and the matching state funds to reimburse governing bodies across Colorado for the expenses they incur in paying non-recurring costs, including project management fees, under the Tariff. These are costs incurred in migrating the PSAPs to the ESInet.</p> <p>Grantee primarily provides support to the PSAPs operated by the local governments in Town of Rangely. Grantee is the customer purchasing services from CenturyLink under the Tariff, and Grantee will pay CenturyLink directly under the Tariff.</p> <p>The purpose of this Agreement is to reimburse Grantee for amounts it pays for non-recurring costs under the Tariff. Grantee may also be reimbursed for other expenses directly related to the migration of PSAPs in Town of Rangely to the ESInet, pending approval by the Federal Grantor. For clarity, nothing in this Agreement gives the State any right or interest in or to the ESInet or to anything procured by Grantee; the State is merely reimbursing Grantee for eligible expenses, provided that Grantee submits the required information to the PUC in accordance with this Agreement</p>			
<p>Exhibits and Order of Precedence</p> <p>The following Exhibits and attachments are included with this Agreement:</p> <ol style="list-style-type: none"> 1. Exhibit A, Statement of Work. 2. Exhibit B, Budget. 3. Exhibit C, Federal Provisions. 4. Exhibit C1, Monthly Narrative Form 5. Exhibit C2 Completion of Project Form 6. Exhibit C3, Certificate of Matching Funds 7. Exhibit C 4 Request for Reimbursement <p>In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or</p>			

inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Colorado Special Provisions in §177 of the main body of this Agreement.
2. Exhibit C, Federal Provisions.
3. The provisions of the other sections of the main body of this Agreement.
4. Exhibit A, Statement of Work.
5. Exhibit B, Budget.

Principal Representatives

For the State:

Daryl Branson
Colorado Public Utilities Commission
1560 Broadway, Ste 250

Denver, CO 80202
daryl.branson@state.co.us

For Grantee:

Lisa Piering
Town Manager- Town of Rangely
209 East Main Street
Rangely, CO 81648
lpiering@rangelyco.gov
Lisa Piering

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

<p>GRANTEE Town of Rangely</p> <p>_____ Signature</p> <p>_____ Lisa Piering, Town Manager</p> <p>Date: _____</p>	<p>STATE OF COLORADO Jared S. Polis, Governor Department of Regulatory Agencies Patty Salazar, Executive Director</p> <p>_____ By: Patty Salazar</p> <p>Date: _____</p>
	<p>LEGAL REVIEW Philip J. Weiser, Attorney General</p> <p>_____ By: Assistant Attorney General</p> <p>Date: _____</p>
<p>In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>_____ By: Mariam Habtemariam, DORA Controller</p> <p>Effective Date: _____</p>	

1. PARTIES

This Agreement is entered into by and between Grantee named on the Cover Page for this Agreement (the “Grantee”), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Agreement (the “State”). Grantee and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Grantee for any Work performed or expense incurred before the Effective Date.

B. Initial Term

The Parties’ respective performances under this Agreement shall commence on the Agreement Performance Beginning Date shown on the Cover Page for this Agreement and shall terminate on the Initial Agreement Expiration Date shown on the Cover Page for this Agreement (the “Initial Term”) unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Extension Terms - State’s Option

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in this Agreement (each such period an “Extension Term”). In order to exercise this option, the State shall provide written notice to Grantee in a form substantially equivalent to Sample Option Letter attached to this Agreement.

D. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Grantee may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an “End of Term Extension”), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.

E. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. A determination that this Agreement should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Agreement by the State for breach by Grantee.

i. Method and Content

The State shall notify Grantee of such termination. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement, and shall include, to the extent practicable, the public interest justification for the termination.

ii. **Obligations and Rights**

Upon receipt of a termination notice for termination in the public interest, Grantee shall be subject to the rights and obligations set forth in the Agreement 11.A.i.a.

iii. **Payments**

If the State terminates this Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Grantee for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

- F. Grantee may request termination of this Grant by sending notice to the State which includes the reason for the termination and the effective date of the termination.

3. **DEFINITIONS**

The following terms shall be construed and interpreted as follows:

- A. **"Agreement"** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. **"Award"** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- C. **"Breach of Agreement"** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.
- D. **"Budget"** means the budget for the Work described in Exhibit B.
- E. **"Business Day"** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- F. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1, *et. seq.*, C.R.S.

- G. **“Effective Date”** means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature for this Agreement.
- H. **“End of Term Extension”** means the time period defined in the Agreement.2.D
- I. **“Exhibits”** means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.
- J. **“Extension Term”** means the time period defined in the Agreement.
- K. **“Federal Award”** means an award of Federal financial assistance or a cost-reimbursement contract, under the Federal Acquisition Regulations or by a formula or block grant, by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- L. **“Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. The National Highway Traffic Safety Administration (NHTSA) is the Federal Awarding Agency for the Federal Award which is the subject of this Agreement.
- M. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- N. **“Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- O. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401 et. seq. C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.
- P. **“Initial Term”** means the time period defined in §2.B2.B.
- Q. **“Matching Funds”** means the funds provided Grantee as a match required to receive the Grant Funds.
- R. **“Party”** means the State or Grantee, and “Parties” means both the State and Grantee.
- S. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501, C.R.S.
- T. **“Recipient”** means the State agency shown on the Signature and Cover Page of this Agreement, for the purposes of this Federal Award.

- U. **“Services”** means the services to be performed by Grantee as set forth in this Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.
- V. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- W. **“State Fiscal Rules”** means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- X. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- Y. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- Z. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees of grant funds.
- AA. **“Subrecipient”** means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Agreement, Grantee is a Subrecipient.
- BB. **“Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, commonly known as the “Super Circular, which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.
- CC. **“Work”** means the Goods delivered and Services performed pursuant to this Agreement.
- DD. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. STATEMENT OF WORK

Grantee shall complete the Work as described in this Agreement and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Agreement.

5. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant and CPAP Tier 2 Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Agreement Maximum for each State Fiscal Year shown on the Signature and Cover Page of this Agreement.

B. Payment Structure

This is a reimbursement grant. The 9-1-1 governing body (Grantee) will pay the costs described in the grant agreement with its own funds. These costs consist of the tariffed non-recurring costs for migration to the Emergency Services IP-network.

The Grantee will be reimbursed using the federal grant funds (paying 60% of the costs) and the CPAP Tier 2 funds (paying 40% of the costs). The federal grant funds awarded amount to approximately \$2.3 million. The CPAP Tier 2 funds are non-state funds that are under the control of the Public Utilities Commission, and the Commission has designated up to \$1.65 million of these funds to be used as the 40% matching requirement for the grant.

1. The 9-1-1 governing body (Grantee) will pay the tariffed rate for the non-recurring costs related to migration to the Emergency Services IP-network (ESInet). They will pay this with their own funds.
2. The Grantee will provide PUC Staff with proof of payment, invoice and the appropriate completed (Exhibit C1 or C2) along with a completed Exhibit C4.
3. PUC Staff will authorize payment to Grantee for forty (40) percent of the amount paid by Grantee in Exhibit C 2 for migration to the ESInet from the CPAP Tier 2 funds
4. Grantee shall complete and submit Exhibit C 3 form to PUC.
5. PUC will review Exhibit C 3 and PUC will authorize and process payment to Grantee for the remaining sixty (60) percent from the appropriate DORA federal appropriation.

C. Payment Procedures

i. Invoices and Payment

- a. PUC shall authorize payment from the CPAP Tier 2 account to Grantee in the amounts and in accordance with the schedule and other conditions set forth in Exhibit A and Exhibit C2.
- b. Grantee shall initiate payment requests by invoice to the PUC, in a form and manner approved by the State.
- c. Payment to Grantee shall correctly represent Work completed by Grantee and previously accepted by the State during the term. If the State determines that the amount of payment request is incorrect, then Grantee shall make all changes necessary to correct that payment request.
- d. The acceptance of a payment request shall not constitute acceptance of any Work performed or deliverables provided under this Agreement.

ii. Interest

Amounts not paid by the State within 45 days of the State's of payment by the federal grant program shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Grantee shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate. Any interest paid shall only be paid from the CPAP Tier 2 account. No State funds shall be used.

iii. Payment Disputes

If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the

effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in the Agreement.

v. Federal Recovery

The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

D. Matching Funds.

This Grant Agreement requires no Matching Funds to be Provided by the Grantee. The matching requirement of the Federal Grant Award shall be satisfied as described in Exhibit B.

E. Reimbursement of Grantee Costs.

The State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in Exhibit A and \$5 for all allowable costs described in this Grant and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Agreement or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. The State shall reimburse Grantee for the federal share of properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and Exhibit A. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. Grantee's costs for Work performed after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are:

- i. Reasonable and necessary to accomplish the Work and for the Goods and Services provided; and
- ii. Equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

E. Close-Out.

Grantee shall close out this Award within 45 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If the Federal Awarding Agency has not closed this Federal Award within one year and 90 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement due to Grantee's failure to submit required documentation, then Grantee may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted

6. REPORTING - NOTIFICATION

A. Monthly Reports.

Grantee shall provide PUC staff with a completed Exhibit C 1, Monthly Narrative of Project Activities

B. Quarterly Reports.

In addition to any reports required or pursuant to any other Exhibit, for any Agreement having a term longer than three months, Grantee shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than five Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

C. Litigation Reporting

If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified on the Cover Page for this Agreement.

D. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the State, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

E. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. GRANTEE RECORDS

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records for a period (the "Record Retention Period") of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a

cognizant agency for audit, oversight or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection

Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State will monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by that governmental entity. Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee and this Agreement. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

D. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee or a third party. Additionally, if Grantee is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law or approved in Writing by the State. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their

obligations under this Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish that none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable costs thereof.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Agreement. Such a conflict of interest would arise when a Grantee or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

B. Apparent Conflicts of Interest

Grantee acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

10. BREACH OF AGREEMENT

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of Breach of Agreement to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §11 for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Grantee is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

11. REMEDIES

A. State's Remedies

If Grantee is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in the Agreement, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Grantee's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Additionally, if Grantee fails to comply with any terms of the Federal Award, then the State may, in its discretion or at the direction of a Federal Awarding Agency, terminate this entire Agreement or any part of this Agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

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

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Grantee's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Grantee shall, as approved by the State (i) secure that right to use such Work for the State and Grantee; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period and the dispute resolution process shall have all remedies available at law and equity.

12. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Grantee for resolution.

B. Resolution of Controversies

If the initial resolution described in the Agreement 12.A fails to resolve the dispute within 10 Business Days, Grantee shall submit any alleged breach of this Agreement by the State to the Procurement Official of the State Agency named on the Cover Page of this Agreement as described in §24-102-202(3), C.R.S. for resolution following the same resolution of controversies process as described in §24-106-109, C.R.S., and §§24-109-101.1 through 24-109-505, C.R.S. (the "Resolution Statutes"), except that if Grantee wishes to challenge any decision rendered by the Procurement Official, Grantee's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Grantee pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

13. NOTICES AND REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party's principal representative at the address set forth below or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Agreement. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, "State Materials"). Grantee shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Grantee's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Grantee shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

B. Exclusive Property of Grantee

Grantee retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Grantee under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

15. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Grantee under this Agreement is \$100,000 or greater, either on the Effective Date or at any time thereafter, this section shall apply. Grantee agrees to be governed by and comply with the provisions of §§24-106-103, 24-102-206, 24-106-106, and 24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of Agreement performance information in the State's Agreement management system ("Contract Management System" or "CMS"). Grantee's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Agreement, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

16. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontracts

Grantee shall not enter into any subcontract in connection with its obligations under this Agreement without providing notice to the State. The State may reject any such Subcontractor, and Grantee shall terminate any subcontract that is rejected by the State and shall not allow any Subcontractor to perform any work after that Subcontractor's subcontract has been rejected by the State. Grantee shall submit to the State a copy of each such subgrant or subcontract upon request by the State. All subgrants and subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement. If the entity with whom Grantee enters into a subcontract or subgrant would also be considered a Subrecipient, then the subcontract or subgrant entered into by Grantee shall also contain provisions permitting both Grantee and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

C. Binding Effect

Except as otherwise provided in the Agreement, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions,

deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

K. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

L. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

M. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

N. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Grantee. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in the Agreement, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

P. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Grantee's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations.

Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

T. Federal Provisions

Grantee shall comply with all applicable requirements of Exhibit C at all times during the term of this Grant.

17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

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

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

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

B. 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.

C. 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 Agreement 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.

D. INDEPENDENT CONTRACTOR

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee 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.**

E. COMPLIANCE WITH LAW.

Grantee 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.

F. 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 Agreement. 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 Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee'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 Agreement shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Agreement that limits Grantee's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Agreement, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Agreement.

H. SOFTWARE PIRACY PROHIBITION.

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

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

J. VENDOR OFFSET 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 Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

K. 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] Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a Subcontractor that fails to certify to Grantee that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Grantee (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 Agreement is being performed, **(ii)** shall notify the Subcontractor and the contracting State agency or institution of higher education within three days if Grantee has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Agreement, **(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 Grantee participates in the Department program, Grantee shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Grantee 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 Agreement for breach and, if so terminated, Grantee shall be liable for damages.

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

Grantee, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that Grantee **(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 Agreement.

EXHIBIT A, STATEMENT OF WORK

STATE OF COLORADO
DEPARTMENT OF REGULATORY AGENCIES
PUBLIC UTILITIES COMMISSION

This Statement of Work is between the State of Colorado, Department of Regulatory Agencies, Public Utilities Commission, 9-1-1 Program, 1560 Broadway, Suite 250, Denver, Colorado 80202, hereinafter referred to as the State, and Grantee, which is Town of Rangely, hereinafter referred to as “Sub-grantee”.

Grantee Service Area consists of Town of Rangely.

Grant Award

The State of Colorado on behalf of all eligible entities within its jurisdiction, has designated the Public Utilities Commission to serve as the 9-1-1 Coordinator for the purposes of this Grant Agreement, has qualified for a one-time grant under the *Next Generation 9-1-1 Act of 2012* (NG9-1-1 Act) in the amount of \$2,293,943 from the National Highway Traffic Safety Administration (NHTSA).

Program History

The current 9-1-1 call delivery network is based on switch-based network technology that is limited in its abilities, such as being able route automatically around network disruptions and deliver non-voice data to Public Safety Answering Points (PSAPs) via the same network path as voice calls. This hinders the network’s ability to provide the functionality and resiliency that the public has come to expect of more modern, Internet Protocol-based network architecture.

In 2018, the Commission approved a settlement and proposed tariff by the state’s incumbent 9-1-1 system service provider to migrate all of Colorado’s PSAPs to an IP-based 9-1-1 call delivery network, known as an Emergency Services IP Network (ESInet), starting in October of 2019 and completing in October 2020, with each PSAP being listed with a separate target migration date. The finalized version of this tariff was filed in Colorado Public Utilities Commission Proceeding 18AL-0916T, and was subsequently modified in Proceeding 19AL-0238T.

The federal grant requires a 40% match of the total project cost. Through two different decisions, the Colorado Public Utilities Commission has committed a total of \$1.65 million from the CPAP Tier 2 Fund for the purpose of meeting this matching requirement. As a result, the Grantee will not be required to provide matching funds as part of this Grant Agreement¹

Purpose

The purpose of this grant is to ease the financial burden of the migration to the ESInet of each of the Grantee’s PSAPs and to avoid delay of the migration due to financial constraints.

The use of grant funds will be to reimburse the Grantee’s expenditures for the Non-Recurring Costs and Project Management Fees as described in CenturyLink Tariff No. 25, Section 9.2.5.E.6.

¹ See Decision C18-0751 and Decision C19-0331.

Per CenturyLink Tariff No. 25, Section 9.2.5.C.4, Project Management Fees are capped at ten hours per concurrent session. In the event that the full ten hours are not utilized, and the Grantee is charged less than the amount that would otherwise be incurred for a full ten hours of Project Management Fees, the Grantee may also submit for reimbursement proof of expenditure for other costs directly related to the migration of its PSAPs to the ESInet. Examples of these expenses include the purchase of electrical work, software licensing fees, and electronic housing units necessary for migration of the PSAP to the ESInet. The reimbursement of these costs is dependent on approval of the Federal Awarding Agency. Under no circumstances will the total amount of reimbursements provided to the Grantee exceed the total reimbursement amount provided in Exhibit B.

The designated PUC Staff and the Grantee shall work together to achieve the following goals:

- Maintain accurate accounting systems for grant fund reporting.
- Maintain accurate performance documentation for the grant.
- Ensure that matching funds on each project comes from non-Federal sources.
- Ensure grant funds are used only for the purpose of the migration to an IP-enabled emergency network, including related non-recurring costs and project management fees.

State Responsibilities

The Public Utilities Commission's 9-1-1 Program and PUC will provide the following support to the local 9-1-1 projects:

- Centralized data entry into the National 9-1-1 Grant Tracking System (GTS) tracking system for all grantees that consists of the following components:
 - Changes to the State Plan
 - Changes to the approved Spending Plan
 - Changes in funding of the projects
 - Entry into the 911 Grants Tracking System (GTS).
- Processing of payment to the Grantee.
- Completion of Quarterly Financial Reports and Final Grant Close-out reports to be submitted to the NHTSA.

Grantee Scope of Work

Grantee agrees to the following:

- Maintain e-mail and Internet access capability to facilitate communication with PUC office
- Submit project cost, proof of payment, and amount of matching funds to PUC within thirty (30) days of payment to CenturyLink for reimbursement on project expenses.
- Respond to PUC inquiries in a timely manner.
- Notify the PUC if any Emergency Telephone Charges, as defined in § 29-11-101 (1.7), C.R.S. are diverted for other purposes while grant funds remain available.
- Notify the PUC of any delays or other changes in schedule regarding its PSAP's migration to the ESInet.

EXHIBIT B, BUDGET

Table A: Non-Recurring Charges

Tariffed Rate for Non-Recurring Charges per Concurrent Session	\$5,204.47
x Number of Concurrent Sessions for Grantee	2
Total Non-Recurring Charges	\$10,408.94

Table B: Project Management Fees

Tariffed Rate for Project Management Fees per Hour per Concurrent Session	\$83.54
x Number of Concurrent Sessions for Grantee	2
x Maximum Number of Hours	10
Total Project Management Fees	\$1,670.80

Table C: Total Available Award to Grantee

Total Non-Recurring Charges from Table A	\$10,408.94
+ Total Maximum Project Management Fees from Table B	\$1,670.80
Total Project Cost	\$12,079.74

EXHIBIT C, FEDERAL PROVISIONS

1. APPLICABILITY OF PROVISIONS.

- 1.1. The Contract to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Contract, or any attachments or exhibits incorporated into and made a part of the Contract, the provisions of these Federal Provisions shall control.

2. DEFINITIONS.

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.

- 2.1.1. “Award” means an award of Federal financial assistance, and the Contract setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

- 2.1.1.1. Awards may be in the form of:

- 2.1.1.1.1. Grants;

- 2.1.1.1.2. Contracts;

- 2.1.1.1.3. Cooperative Contracts, which do not include cooperative research and development Contracts (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);

- 2.1.1.1.4. Loans;

- 2.1.1.1.5. Loan Guarantees;

- 2.1.1.1.6. Subsidies;

- 2.1.1.1.7. Insurance;

- 2.1.1.1.8. Food commodities;

- 2.1.1.1.9. Direct appropriations;

- 2.1.1.1.10. Assessed and voluntary contributions; and

- 2.1.1.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

- 2.1.1.1.12. Any other items specified by OMB in policy memoranda available at the OMB website or other source posted by the OMB.

- 2.1.1.2. Award *does not* include:

- 2.1.1.2.1. Technical assistance, which provides services in lieu of money;

- 2.1.1.2.2. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;

- 2.1.1.2.3. Any award classified for security purposes; or

- 2.1.1.2.4. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).
- 2.1.2. “Contract” means the Contract to which these Federal Provisions are attached and includes all Award types in §2.1.1.1 of this Exhibit.
- 2.1.3. “Contractor” means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
- 2.1.4. “Data Universal Numbering System (DUNS) Number” means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet’s website may be found at: <http://fedgov.dnb.com/webform>.
- 2.1.5. “Entity” means all of the following as defined at 2 CFR part 25, subpart C;
- 2.1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;
- 2.1.5.2. A foreign public entity;
- 2.1.5.3. A domestic or foreign non-profit organization;
- 2.1.5.4. A domestic or foreign for-profit organization; and
- 2.1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 2.1.6. “Executive” means an officer, managing partner or any other employee in a management position.
- 2.1.7. “Federal Award Identification Number (FAIN)” means an Award number assigned by a Federal agency to a Prime Recipient.
- 2.1.8. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR §200.37
- 2.1.9. “FFATA” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 2.1.10. “Federal Provisions” means these Federal Provisions subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.
- 2.1.11. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.12. “Prime Recipient” means a Colorado State agency or institution of higher education that receives an Award.
- 2.1.13. “Subaward” means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR §200.38. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

- 2.1.14. “Subrecipient” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee. The term does not include an individual who is a beneficiary of a federal program.
- 2.1.15. “Subrecipient Parent DUNS Number” means the subrecipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
- 2.1.16. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 2.1.17. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year and includes the following:
- 2.1.17.1. Salary and bonus;
 - 2.1.17.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 2.1.17.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 2.1.17.4. Change in present value of defined benefit and actuarial pension plans;
 - 2.1.17.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 2.1.17.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.18. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.
- 2.1.19. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 2.1.20. “Vendor” means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

3. COMPLIANCE.

- 3.1. Contractor shall comply with all applicable provisions of the Transparency Act, all applicable provisions of the Uniform Guidance, and the regulations issued pursuant thereto, including but not limited to these Federal Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENTS.

- 4.1. SAM. Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 4.2. DUNS. Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.

5. TOTAL COMPENSATION.

- 5.1. Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
 - 5.1.1. The total Federal funding authorized to date under the Award is \$25,000 or more; and
 - 5.1.2. In the preceding fiscal year, Contractor received:
 - 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 5.1.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 5.1.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING.

- 6.1. Contractor shall report data elements to SAM and to the Prime Recipient as required in this Exhibit if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in this Exhibit are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

- 8.1. If Contractor is a Subrecipient, Contractor shall report as set forth below.
 - 8.1.1. **To SAM.** A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:
 - 8.1.1.1. Subrecipient DUNS Number;
 - 8.1.1.2. Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;
 - 8.1.1.3. Subrecipient Parent DUNS Number;
 - 8.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
 - 8.1.1.5. Subrecipient's top five most highly compensated Executives if the criteria in §5 above are met; and
 - 8.1.1.6. Subrecipient's Total Compensation of top five most highly compensated Executives if criteria in §5 above met.
 - 8.1.2. **To Prime Recipient.** A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:
 - 8.1.2.1. Subrecipient's DUNS Number as registered in SAM.
 - 8.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

9. PROCUREMENT STANDARDS.

- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.
- 9.2. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the

quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS

- 10.1. A Subrecipient shall permit Recipient and auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass-through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).

11. SINGLE AUDIT REQUIREMENTS

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.

- 11.1.1. **Election.** A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 11.1.2. **Exemption.** If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
- 11.1.3. **Subrecipient Compliance Responsibility.** A Subrecipient shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Part F-Audit Requirements.

12. CONTRACT PROVISIONS FOR SUBRECIPIENT CONTRACTS

- 12.1. If Contractor is a Subrecipient, then it shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract.
- 12.1.1. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in

accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

- 12.1.1.1. During the performance of this contract, the contractor agrees as follows:
 - 12.1.1.1.1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - 12.1.1.1.2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - 12.1.1.1.3. Contractor will send to each labor union or representative of workers with which he has a collective bargaining Contract or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - 12.1.1.1.4. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - 12.1.1.1.5. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - 12.1.1.1.6. In the event of Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - 12.1.1.1.7. Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each

subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

- 12.1.2. **Davis-Bacon Act.** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 12.1.3. **Rights to Inventions Made Under a Contract or Contract.** If the Federal Award meets the definition of “funding Contract” under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding Contract,” Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts,” and any implementing regulations issued by the awarding agency.
- 12.1.4. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5. **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2

CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- 12.1.6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

13. CERTIFICATIONS.

- 13.1. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR §200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS.

- 14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 14.2. A Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.
- 14.3. There are no Transparency Act reporting requirements for Vendors.

15. EVENT OF DEFAULT.

- 15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.

**Monthly Narrative of ESINet Project Activities Form
Town of Rangely**

In accordance with Agreement, Paragraph 6 Reporting-Notification, Subsection A Performance, Progress, Personnel and Funds, contract (Agreement) routing number CTGG1 SGAA 2021-2457, between the State of Colorado, Department of Regulatory Agencies, Public Utilities Commission (State) and Town of Rangely (Grantee), hereby submits its monthly narrative of _____ project activities.

Detailed Project Description

Progress Updates on Project

Explanation of why any project targets have not been met and steps taken to obtain project completion date

Grantee Name:

Name and Title of Signatory

By: Signature

STATE OF COLORADO
Department of Regulatory Agencies
911 GRANT AGREEMENT
with
Town of Rangely

Project Completion Form

In accordance with Agreement, Paragraph 6 Reporting-Notification, Subsection A Performance, Progress, Personnel and Funds, contract (Agreement) routing number CTGG1 SGAA 2021-2457, between the State of Colorado, Department of Regulatory Agencies, Public Utilities Commission (State) and Town of Rangely (Grantee), hereby submits its project completion form and its final voucher for costs incurred. For the final voucher, the Grantee must not have any unresolved errors on previous Grant Reimbursement Requests. The final voucher constitutes the final financial reconciliation for the grant award and any remaining funds that remain unexpended shall not be available to Grantee, Town of Rangely, after submission of this form.

Project Name: _____

Total Estimated Project Cost: _____ Grant Award Amount: _____

Final Invoice Amount: _____

Final Invoice Payment Amount: _____

Final Invoice Payment Date: _____

Final Invoice Payment Check Number or Other Identifier: _____

Grantee Name:

Name and Title of Signatory

By: Signature

STATE OF COLORADO
Department of Regulatory Agencies
911 GRANT AGREEMENT
with
Town of Rangely

CERTIFICATION OF MATCHING FUNDS, FUNDS NOT DIVERTED
AND
PROOF OF PAYMENT FORM

In accordance with Agreement, Paragraph 5 Payment, Subsection B Matching Funds, contract (Agreement) routing number CTGG1 SGAA 2021-2457, between the State of Colorado, Department of Regulatory Agencies, Public Utilities Commission (State) and Town of Rangely (Grantee), the Grantee hereby certifies that it has received the 40 percent match requirement pursuant to 49 CFR 18.24 whereby a portion of the match requirement in the amount of \$_____, will be used to offset the attached invoice.

Grantee certifies that these matching funds are not from any Federal Funds.

Pursuant to 47 USC §942(c)(2), Grantee certifies that no E-911 charges imposed are diverted for any purposes other than those for which they are designated or presented during the time period beginning 180 days immediately preceding the date of the application and continuing through the period of time during which grant funds are available.

Project Name: _____

Total Estimated Project Cost: _____

Grant Award Amount: _____

Invoice Amount: _____

Invoice Payment Amount: _____

Invoice Payment Date: _____

Invoice Payment Check Number or Other Identifier: _____

Grant Reimbursement Request (equal to sixty (60) percent paid invoice amount)

Grantee Name:

Name and Title of Signatory

By: Signature

REQUEST FOR REIMBURSEMENT

Town of Rangely

The Town of Rangely requests reimbursement in the grant amount of \$_____.
Attached are the following:

- Certification of Matching 911 Funds Not Diverted and Proof of Payment (Exhibit C-3)
- 9-1-1- Project Completion Form (Exhibit C-2)
- Invoice from Contractor for transition from legacy switch based 9-1-1—network to a statewide IP-based network (ESInet) in the amount of \$_____.
- Copy of check in the amount of \$_____ paying the invoice.
- Confirmation of receipt of 40% from CPAP Fund.

Grantee name

Public Utilities Commission

Authorized signature

Authorized Signature

Printed name

Printed Name

Date

Date



Kennedy Drive Multi-Use Path Surface Improvements

Main Street
Grant Application
January 2021

Prepared by:
Jocelyn Mullen, PE
Town of Rangely

Part 1 Project Information

1. Project Title

2. Project Type

3. Project *Start/End* points or Geographic Area
Provide a map with submittal that includes the project location.

4. Project Applicant

5. Project Contact Person, Title, Phone Number, and Email

6. Does this project touch CDOT Right-of-Way, involve a CDOT roadway, access transit agency property or request transit agency involvement to operate service?

☐ Yes ☐ No

If yes, please ensure that you have submitted a [Special Use Permit](#)

7. **Project Overview** (concise abstract limited to 500 characters)

8. **Project Description.** Describe your project and what it is going to do. Do not include background information or justification language. Please only include details specific to the work that will occur as part of this project. (limited to 1,500 characters)

9. Define the **scope** and **specific elements** of the project. Each task should start with a title and follow with a description.

Task 1:

Task 2:

Task 3:

Task 4:

Task 5:

10. Is the project scalable, and/or do project components have independent utility? Accordingly, would a smaller amount than requested be acceptable, while maintaining the original intent of the project?

☐ Yes ☐ No

If yes, define smaller meaningful limits, size, or scopes, along with the cost for each, if the project is scalable.



Part 2 Financial Information, Evaluation Criteria, and Scoring

Financial Information

1. Total Project Cost (If you plan to spend any additional funds outside the grant monies, please include them in this total.)		\$ 79,574
2. Total amount of funding request (maximum \$50,000 per request)	\$,	Percent of total project cost
3. Description of local cash or in-kind match (minimum 10% total project cost)		
4. By checking this box , the applicant's President, Chief Executive Officer, Chief Elected Official (Mayor or County Commission Chair) or City/County Manager for local governments or Agency Director or equivalent for others, has certified it allows this project request to be submitted for funding and will follow all CDOT policies and state and federal regulations when completing this project, if funded.		

Please provide a breakdown of how you plan to spend the grant funds based on the tasks you identified in Part One.	Cost
TOTAL:	



Evaluation Criteria, Questions, and Scoring

A. Public health, multimodal safety and access

Provide **qualitative and quantitative** responses to the following questions on the significance of the proposed project.

1. How does this project help to promote public health in the wake of the COVID-19 emergency?
2. How specifically does the project improve mobility and safety?
3. Describe how this project would be implemented and what communities it would serve.
4. Does this project promote active transportation and/or economic development? Please describe.
5. How will the project support low-income and vulnerable communities impacted by COVID-19? Include details on enforcement plans and how they will take these communities into consideration.
6. Identify any aspects of the project that would involve new technologies or innovative methods.
7. Describe what infrastructure changes would be required, how quickly they could be implemented, and how this will be promoted.
8. Describe how the project will **expand access to economic opportunity** for residents of all ages, incomes and abilities.

B. Public support, readiness, and local match

Provide **qualitative and quantitative** responses to the following questions on the level of support, readiness and matching funds for the project.

1. Does the proposed project cross and/or benefit multiple **municipalities**? If yes, which ones and how? Please indicate whether these municipalities approve of this project if it impacts their right-of-way.



2. Describe any environmental clearance work that will be required as part of this project. Those using state right-of way will be able to utilize the statewide environmental clearance already in place (Form 128), so no additional environmental clearance work will be necessary.
3. Who will lead construction and traffic operations for this project, if applicable?
4. Please identify how quickly this project could commence once the contract is executed.
5. Please describe how the community has been engaged to inform the location, design or intent of the project (i.e. surveys, past or current planning processes)?
6. Describe any proposed changes to maintenance or ownership of any assets or facilities after construction, if applicable.
7. How the project would be used to collect input on long term public health, transportation or economic development goals?



Additional Fields that were not easily readable:

7. The only infrastructure changes required are improving existing drainage patterns and structures, installing one new culvert at an area requiring improved drainage, and installing some barriers to prevent cross traffic by off road vehicles that inadvertently created undesirable drainage routes that undermine the structure of the path.

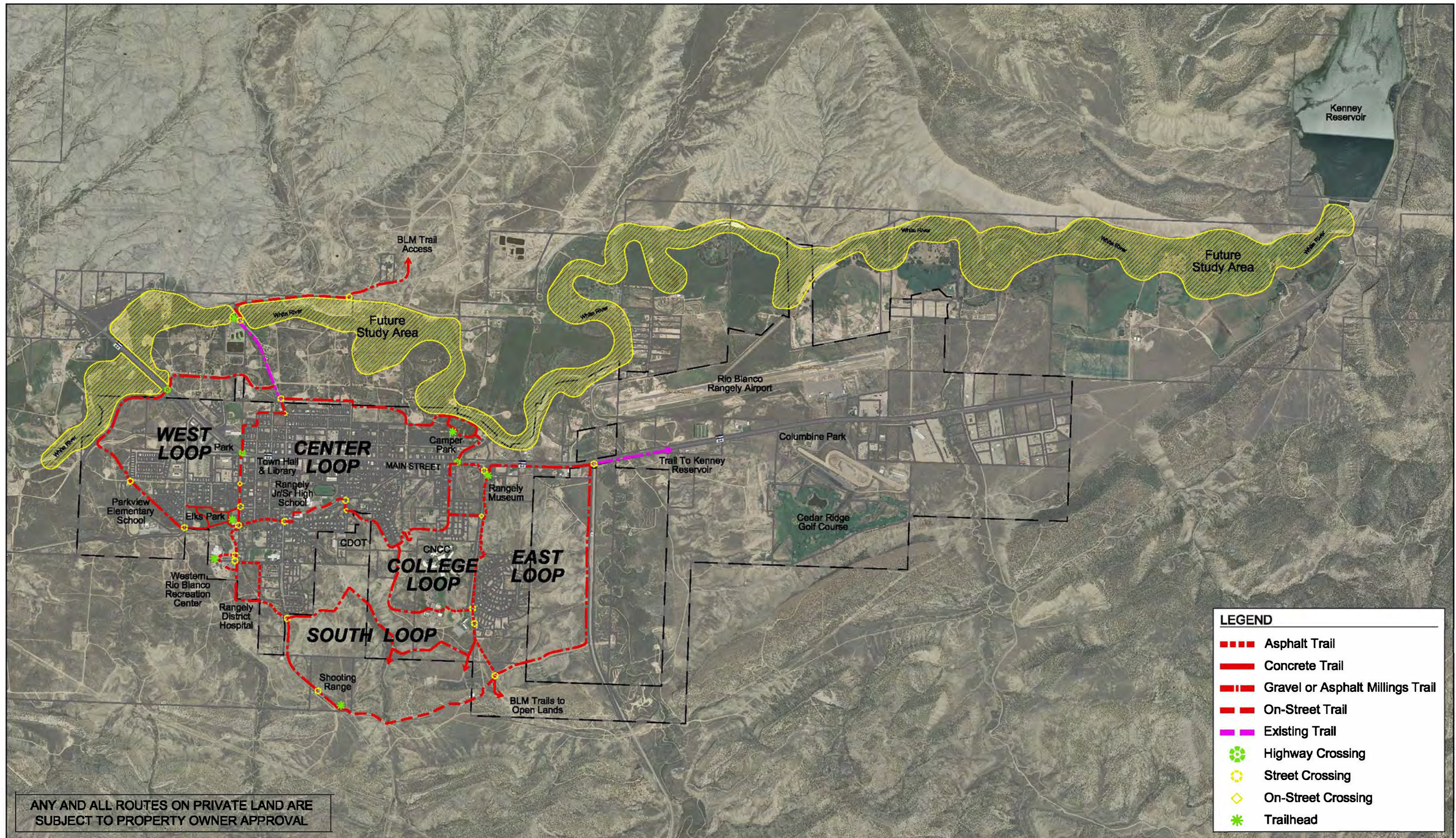
8. By improving the existing multi-use path, transportation corridors will be improved. People of all ages, abilities, and demographics will be encouraged to travel freely between campus and residential areas to the Main Street Corridor for work, play, and community involvement. This will open up job opportunities, and encourage people to patronize local businesses.

RANGELY

COLORADO

Attachments:

Maps
Drawings
Budget
Maintenance Plan
Letters of Support

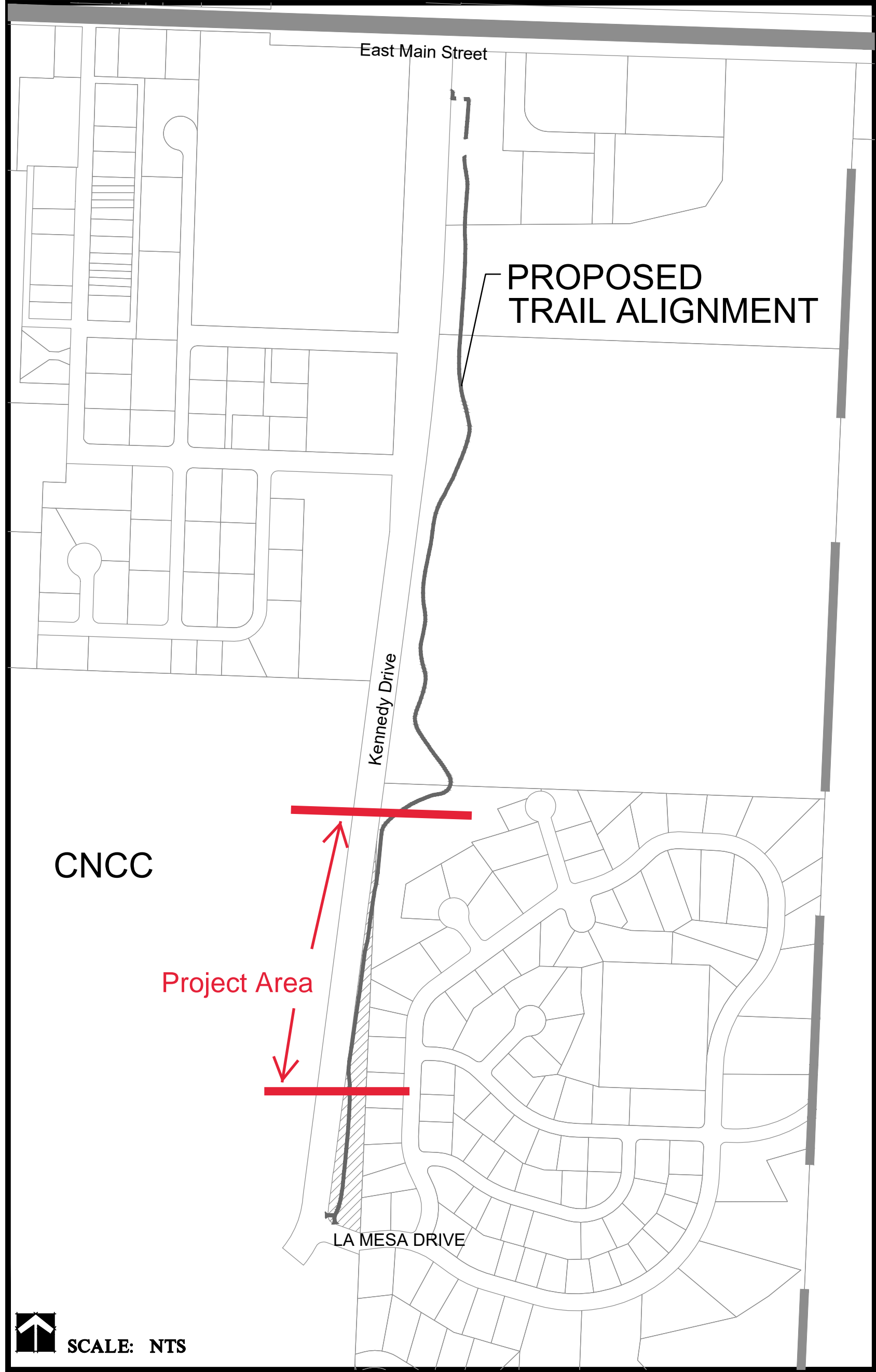


Rangely Trail Masterplan

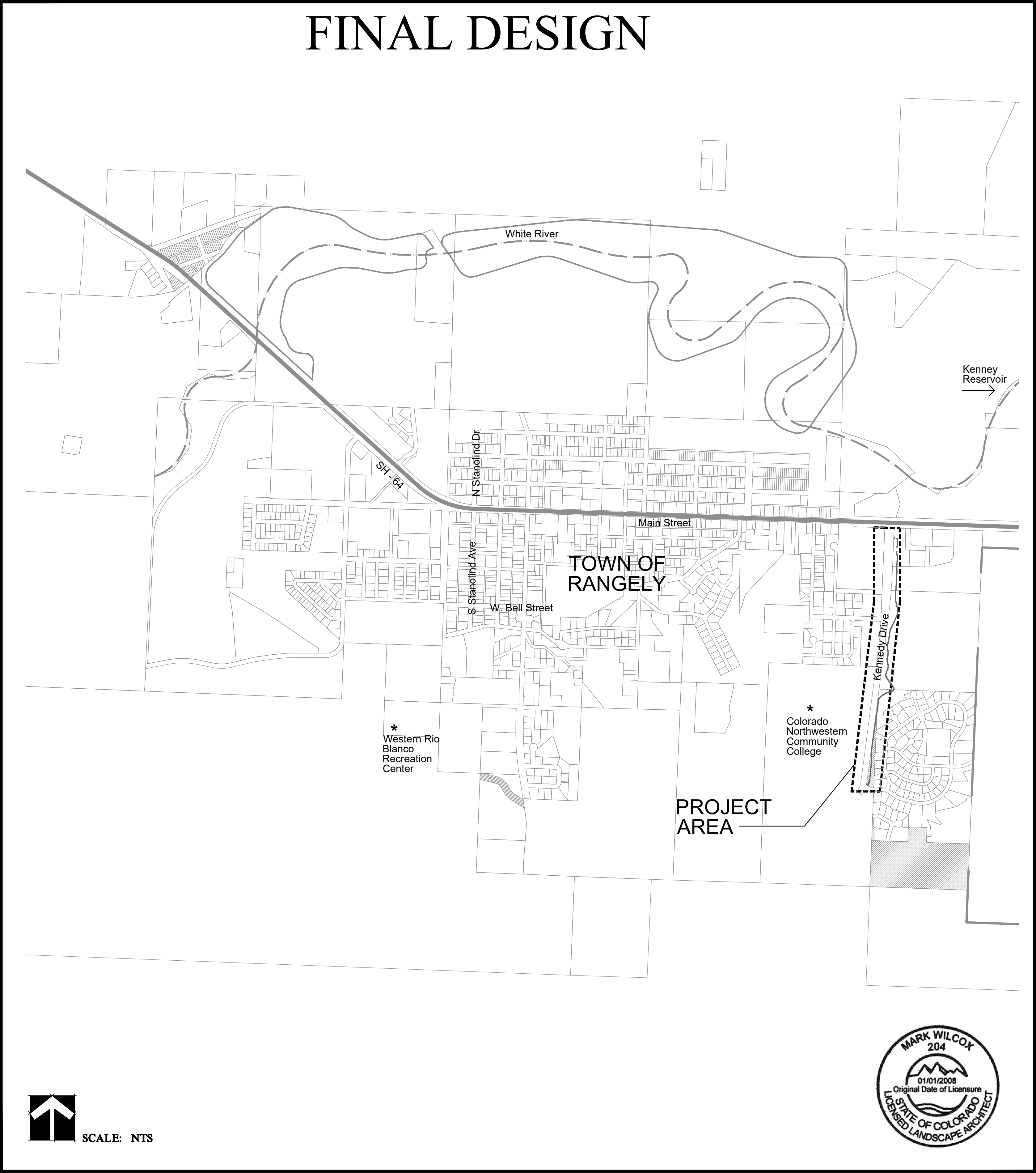
Kennedy Drive Trail

Town of Rangely, Colorado

OVERALL PLAN



VICINITY MAP



SHEET INDEX

CV1	COVER SHEET
N1.0	GENERAL NOTES & CONDITIONS
EX1.0–EX1.2	EXISTING CONDITIONS AND DEMOLITION PLAN
L1.0–L1.2	LAYOUT AND MATERIALS PLAN
G1.0–G1.2	GRADING AND EROSION CONTROL PLAN
WP1.0–WP1.4	WALL PROFILES
SD1.0–SD1.1	SITE DETAILS
C1.0–C1.1	TRAIL CROSS SECTIONS

CDOT M-STANDARDS

M 208–1	TEMPORARY EROSION CONTROL (12 SHEETS)
---------	---------------------------------------

LENGTH & DESIGN DATA

STATION	LINEAR	
	TRAIL	WALL
ASPHALT TRAIL 10' STATION 0+00 TO STATION 35+89.7	3,589.7 FT	
MSE WALL #1 STATION 0+00 TO STATION 0+28		40 FT
MSE WALL #2 STATION 4+66 TO STATION 5+33		66.5 FT
MSE WALL #3 STATION 11+93 TO STATION 14+85		289.5 FT
MSE WALL #4 STATION 14+79 TO STATION 16+55		175 FT
MSE WALL #5 STATION 17+61 TO STATION 19+13		147.5 FT
MSE WALL #6 STATION 17+55 TO STATION 20+70		311 FT
MSE WALL #7 STATION 20+71 TO STATION 21+92		109 FT
MSE WALL #8 STATION 21+90 TO STATION 24+10		215.5 FT
MSE WALL #9 STATION 22+17 TO STATION 23+92		180.8 FT
MSE WALL #10 STATION 31+28 TO STATION 32+07		78.5 FT
TRAIL SUMMARY	3,589.7 FT	1,613.3 FT

CONSULTANTS:

LANDSCAPE ARCHITECT:



DRAWING INFORMATION	
PREPARED FOR:	TOWN OF RANGELY
PREPARED BY:	DHM DESIGN CORPORATION
PROJECT NUMBER:	.00
DRAWN BY:	CK
CHECKED BY:	MW
SUBMITTAL DATE:	JANUARY 31, 2012
REVISIONS:	

SHEET TITLE:	COVER SHEET
JOB DESCRIPTION:	CONSTRUCTION DOCUMENT
SHEET NUMBER:	CV1

Kennedy Drive Bike Path Upgrades Improving Walk- and Bike-ability Rangely Phase 2 -

Task #	Task	Unit	#	Unit Price	Cost	Town	Main St	
1	Grading work to improve drainage, discourage OHV crossing	sq yd	711	10	\$ 7,110	\$ 7,110		in kind labor
2	addition of 1 culvert	ea	1	4000	\$ 4,000	\$ 4,000		in kind labor
3	Contractor Mobilization	LS			\$ 2,200		\$ 2,200	
4	asphalt leveling	tons	30	188	\$ 5,640		\$ 5,640	
5	asphalt tack coat	gal	190	7	\$ 1,330		\$ 1,330	
6	asphalt (2660 LF x 8 ' wide x 2 inches thick)	tons	270	178	\$ 48,060	\$ 10,000	\$ 38,060	
7	Geotech	LS	2	2000	\$ 4,000	\$ 3,763	\$ 237	
subTotal					\$ 72,340	24,873	47,467	
Contingency %				10%	\$ 7,234	4,701	2,533	
Total					\$ 79,574	29,574	50,000	
						37%	63%	



Proposed Maintenance Plans, Agreements, Covenants

The Town of Rangely has a public works department with 9 full time employees charged with maintaining roads, town buildings and grounds, buried water and sewer lines and general maintenance around town. Maintenance of the Kennedy Drive Multi-Use Path will become an ongoing item on their maintenance list.

Maintenance items will include:

- Winter snow clearing
- Mowing/Weed removal and maintenance
- Surface patching
- Drainage/Culvert clearing
- Light fixture maintenance
- MSE Wall maintenance
- Signage
- Exit and Entrance Striping



500 Kennedy Drive
Rangely, CO 81648
2801 West 9th Street
Craig, CO 81625
800.562.1105
www.cncc.edu

November 25, 2019

Ms. Lisa Piering
Rangely Town Manager
209 E. Main Street
Rangely, CO 81648

Dear Lisa,

This letter is to express my support for the reroute and rebuild of the Kennedy Drive Multi-Use Path. This path is greatly used by Colorado Northwestern Community College students and faculty for exercise, getting fresh air and access to Town from Campus. It is a valuable addition to Town, and we would like to see the paths continued around Town as suggested in the Rangely Trails Master Plan.

Sincerely,

A handwritten signature in black ink, appearing to read "Ronald Granger", written in a cursive style.

Ronald Granger, President
Colorado Northwestern Community College





November 22, 2019

Ms. Lisa Piering
Rangely Town Manager
209 E. Main Street
Rangely, CO 81648

Dear Lisa,

This letter is to express support for the reroute and rebuild of the Kennedy Drive Multi-Use Path. Many Rangely residents use the path for exercise, getting fresh air and heading to and from Town and the College. It is a valuable addition to Town, and we would like to see the paths continued around Town as suggested in the Rangely Trails Master Plan.

Sincerely,

A handwritten signature in black ink, appearing to read 'Matt Scoggins'. The signature is written in a cursive, flowing style with a large, prominent 'M' and 'S'.

Matthew G. Scoggins, Superintendent



RANGELY DISTRICT HOSPITAL
225 Eagle Crest Drive
Rangely, CO 81648

November 22, 2019

Ms. Lisa Piering
Rangely Town Manager
209 E. Main Street
Rangely, CO 81648

Dear Lisa,

This letter is to express support for the reroute and rebuild of the Kennedy Drive Multi-Use Path. Many Rangely residents use the path for exercise, getting fresh air and heading to and from Town and the College. It is a valuable addition to Town, and we would like to see the paths continued around Town as suggested in the Rangely Trails Master Plan.

I was one of the original supporters as a council member, of this path when it was built. It has lived up to its expectations in many ways over the past several years of its existence. It is and should continue to be an asset to our community. Please take this letter as strong support for this project.

Sincerely,
Bernie Rice
Interim CEO
Rangely District Hospital
225 Eagle Crest Dr.
Rangely Colo. 81648

PHONE (970) 675-5011 FAX (970) 675-5224

November 25, 2019

Ms. Lisa Piering
Rangely Town Manager
209 E. Main Street
Rangely, CO 81648

Dear Lisa,

This letter is to express my support for the reroute and rebuild of the Kennedy Drive Multi-Use Path. Many Rangely residents use the path for exercise, getting fresh air and heading to and from Town and the College. It is a valuable addition to Town, and I would love to see the paths continued around Town as suggested in the Rangely Trails Master Plan.

Sincerely,

A handwritten signature in cursive script that reads "Susan Turgeon". The signature is written in dark ink and is positioned above the printed name and address.

Susan Turgeon, Resident
1511 La Mesa Circle,
Rangely, CO 81648
970-618-9331



Rangely Police Department

Chief of Police, TiRynn Hamblin
Thamblin@rangelyco.gov

November 26th, 2019

Ms. Lisa Piering
Rangely Town Manager
209 E. Main Street
Rangely, CO 81648

Dear Lisa,

This letter is to express my support for the reroute and rebuild of the Kennedy Drive Multi-Use Path. On patrol, we see this path used daily by our citizens and visitors. This pathway is also used by our National Parks Seasonal Ranger Academy located at our Colorado Northwestern Community College during their daily exercise routine. In my opinion there is not another section of path that is more used in our community.

The current condition of the path is a safety concern. We have been fortunate to not have had any accidents so far, but I believe that is just luck. I think resurfacing the heavily used path is crucial and would ensure our citizens and visitors feel comfortable to continue to use the path for years to come.

Sincerely,


TiRynn Hamblin

Chief of Police

209 E. Main St., Rangely, CO 81648
Phone (970) 675-8466 Fax (970) 675-2609
Website www.rangely.com



WESTERN RIO BLANCO RECREATION & PARK DISTRICT

611 SOUTH STANOLIND AVENUE, RANGELY, CO 81648

Tel: (970) 675-8211 Fax: (970) 675-8011 Web: www.westernrioblanco.org

November 26, 2019

Ms. Lisa Piering
Rangely Town Manager
209 E. Main Street
Rangely, CO 81648

Dear Lisa,

It is my pleasure to write a letter in support of the reroute and rebuild of the Kennedy Drive Multi-Use Path. This path offers an opportunity for residents and students to connect to town parks and downtown amenities. We would like to see the paths continued around Town as suggested in the Rangely Trails Master Plan.

This grant will give the residents an enjoyable path which will be greatly utilized.

Sincerely,

Timothy Webber
Executive Director
Western Rio Blanco Metropolitan
Recreation and Park District



RANGELY REGIONAL LIBRARY

Rangely Regional Library
109 E. Main St
Rangely, CO 81648
Ph: (970) 675-8811

November 25, 2019

Lisa Piering/Manager
Town of Rangely
209 East Main Street
Rangely, CO 81648

Dear Lisa:

This letter is to serve as the written support of Rangely Regional Library District for the re-routing and re-building of the Kennedy Drive Multi-Use Path. The path is very well utilized in its current configuration. There is no doubt that its use would only increase if it was improved and expanded.

Rangely has numerous open spaces and community members who like to get out and about in them. The path on Kennedy Drive allows travel to and from Colorado Northwestern Community College by other modes of transportation other than motor vehicles. People can often be spotted walking, jogging, biking or pushing strollers along the path. The natural incline of the hill provides a challenging workout for those who make the trek.

The Rangely Trails Master Plan will address both of these issues as well as provide expansion to other areas. The Library appreciates the opportunity to write to you on behalf of our community. Please feel free to contact me should you have any questions or need any additional information.

Amorette Hawkins/Director
Rangely Regional Library District
109 East Main Street
Rangely, CO 81648
(970)675-8811
rrld123@centurylink.net

Emma Baker
274 County Rd 102
Rangely, CO 81648
12/3/20

Town Council
Town of Rangely
209 E Main St
Rangely, CO 81648

Dear Town Council:

I respectfully request your support in being appointed to one of the vacancies on the Planning and Zoning Board or the RDA/RDC Board. I am an interested member of our community and would like to volunteer my time, skills and talents to assist in developing the future of our unique town. What has piqued my interest in seeking appointment is my deep desire to serve this town. This is my home and I would be happy to provide my resume or answer any questions you may have.

Sincerely,

Emma Baker

15 – Informational Items

Lisa Piering

From: Kyle Wren <KWren@RDHOSP.ORG>
Sent: Wednesday, January 6, 2021 2:42 PM
To: Lisa Piering; Granger, Ronald
Cc: Crandal.mergelman@rangelyk12.org; Jeannie Caldwell
Subject: Vaccine Information

Good Afternoon,

Below are some links that have been shared about the Vaccine. I think we need to educate our community/staff members then let them make an educated guess on whether they would like to get the vaccine or not. A few of the links below get into the details for Virology mRNA coding but very informational. The last you-tube link is for the Moderna vaccine county health is distributing now. Let me know if you need anything else,

https://www.youtube.com/watch?v=4e_9H7MQuuM

<https://www.cdc.gov/coronavirus/2019-ncov/vaccines/about-vaccines/vaccine-benefits.html>

<https://www.cdc.gov/coronavirus/2019-ncov/vaccines/about-vaccines/vaccine-myths.html>

<https://www.cdc.gov/coronavirus/2019-ncov/vaccines/about-vaccines/vaccine-myths.html>

<https://youtu.be/Rn9sRkkqGT4>

Thanks,

Kyle

Kyle Wren, MHA
Chief Executive Officer
Rangely District Hospital
970-675-4219 Office
970-629-8165 Cell
kwren@rdhosp.org

COVID-19

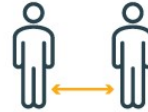


MENU >

CASES ARE RISING.
ACT NOW!



WEAR A MASK



STAY 6 FEET APART



AVOID CROWDS

Facts about COVID-19 Vaccines

Updated Jan. 4, 2021 [Print](#)

Now that there are authorized and recommended COVID-19 vaccines in the United States, accurate vaccine information is critical.

How do I know which sources of COVID-19 vaccine information are accurate?

It can be difficult to know which sources of information you can trust. Learn more about [finding credible vaccine information](#).

Can a COVID-19 vaccine make me sick with COVID-19?

No. None of the authorized and recommended [COVID-19 vaccines](#) or [COVID-19 vaccines currently in development in the United States](#) contain the live virus that causes COVID-19. This means that a COVID-19 vaccine **cannot** make you sick with COVID-19.

There are several different types of vaccines in development. All of them teach our immune systems how to recognize and fight the virus that causes COVID-19. Sometimes this process can cause symptoms, such as fever. These symptoms are normal and are a sign that the body is building protection against the virus that causes COVID-19. Learn more about [how COVID-19 vaccines work](#).

It typically takes a few weeks for the body to build immunity (protection against the virus that causes COVID-19) after vaccination. That means it's possible a person could be infected with the virus that causes COVID-19 just before or just after vaccination and still get sick. This is because the vaccine has not had enough time to provide protection.

After getting a COVID-19 vaccine, will I test positive for COVID-19 on a viral test?

No. Neither the recently authorized and recommended vaccines nor the other COVID-19 vaccines currently in clinical trials in the United States can cause you to test positive on [viral tests](#), which are used to see if you have a **current infection**.

If your body develops an immune response—the goal of vaccination—there is a possibility you may test positive on some [antibody tests](#). Antibody tests indicate you had a **previous infection** and that you may have some level of protection against the virus. Experts are currently looking at how COVID-19 vaccination may affect antibody testing results.

If I have already had COVID-19 and recovered, do I still need to get vaccinated with a COVID-19 vaccine?

Yes. Due to the severe health risks associated with COVID-19 and the fact that re-infection with COVID-19 is possible, vaccine should be offered to you regardless of whether you already had COVID-19 infection. CDC is providing recommendations to federal, state, and local governments about [who should be vaccinated first](#).

At this time, experts do not know how long someone is protected from getting sick again after recovering from COVID-19. The immunity someone gains from having an infection, called natural immunity, varies from person to person. Some early evidence suggests natural immunity may not last very long.

We won't know how long immunity produced by vaccination lasts until we have more data on how well the vaccines work.

Both natural immunity and vaccine-induced immunity are important aspects of COVID-19 that experts are trying to learn more about, and CDC will keep the public informed as new evidence becomes available.

Will a COVID-19 vaccination protect me from getting sick with COVID-19?

Yes. COVID-19 vaccination works by teaching your immune system how to recognize and fight the virus that causes COVID-19, and this protects you from getting sick with COVID-19.

Being protected from getting sick is important because even though many people with COVID-19 have only a mild illness, others may get a [severe illness](#), have [long-term health effects](#), or even die. There is no way to know how COVID-19 will affect you, even if you don't have an [increased risk of developing severe complications](#). Learn more about [how COVID-19 vaccines work](#).

Will a COVID-19 vaccine alter my DNA?

No. COVID-19 mRNA vaccines do not change or interact with your DNA in any way.

Messenger RNA vaccines—also called mRNA vaccines—are the first COVID-19 vaccines authorized for use in the United States. mRNA vaccines teach our cells how to make a protein that triggers an immune response. The mRNA from a COVID-19 vaccine never enters the nucleus of the cell, which is where our DNA is kept. This means the mRNA cannot affect or interact with our DNA in any way. Instead, COVID-19 mRNA vaccines work with the body's natural defenses to safely develop immunity to disease. Learn more about [how COVID-19 mRNA vaccines work](#).

At the end of the process, our bodies have learned how to protect against future infection. That immune response and making antibodies is what protects us from getting infected if the real virus enters our bodies.

Last Updated Jan. 4, 2021

Content source: [National Center for Immunization and Respiratory Diseases \(NCIRD\), Division of Viral Diseases](#)

FACT SHEET FOR RECIPIENTS AND CAREGIVERS
EMERGENCY USE AUTHORIZATION (EUA) OF
THE MODERNA COVID-19 VACCINE TO PREVENT CORONAVIRUS DISEASE 2019
(COVID-19) IN INDIVIDUALS 18 YEARS OF AGE AND OLDER

You are being offered the Moderna COVID-19 Vaccine to prevent Coronavirus Disease 2019 (COVID-19) caused by SARS-CoV-2. This Fact Sheet contains information to help you understand the risks and benefits of the Moderna COVID-19 Vaccine, which you may receive because there is currently a pandemic of COVID-19.

The Moderna COVID-19 Vaccine is a vaccine and may prevent you from getting COVID-19. There is no U.S. Food and Drug Administration (FDA) approved vaccine to prevent COVID-19.

Read this Fact Sheet for information about the Moderna COVID-19 Vaccine. Talk to the vaccination provider if you have questions. It is your choice to receive the Moderna COVID-19 Vaccine.

The Moderna COVID-19 Vaccine is administered as a 2-dose series, 1 month apart, into the muscle.

The Moderna COVID-19 Vaccine may not protect everyone.

This Fact Sheet may have been updated. For the most recent Fact Sheet, please visit www.modernatx.com/covid19vaccine-eua.

WHAT YOU NEED TO KNOW BEFORE YOU GET THIS VACCINE

WHAT IS COVID-19?

COVID-19 is caused by a coronavirus called SARS-CoV-2. This type of coronavirus has not been seen before. You can get COVID-19 through contact with another person who has the virus. It is predominantly a respiratory illness that can affect other organs. People with COVID-19 have had a wide range of symptoms reported, ranging from mild symptoms to severe illness. Symptoms may appear 2 to 14 days after exposure to the virus. Symptoms may include: fever or chills; cough; shortness of breath; fatigue; muscle or body aches; headache; new loss of taste or smell; sore throat; congestion or runny nose; nausea or vomiting; diarrhea.

WHAT IS THE MODERNA COVID-19 VACCINE?

The Moderna COVID-19 Vaccine is an unapproved vaccine that may prevent COVID-19. There is no FDA-approved vaccine to prevent COVID-19.

The FDA has authorized the emergency use of the Moderna COVID-19 Vaccine to prevent COVID-19 in individuals 18 years of age and older under an Emergency Use Authorization (EUA).

For more information on EUA, see the “**What is an Emergency Use Authorization (EUA)?**” section at the end of this Fact Sheet.

WHAT SHOULD YOU MENTION TO YOUR VACCINATION PROVIDER BEFORE YOU GET THE MODERNA COVID-19 VACCINE?

Tell your vaccination provider about all of your medical conditions, including if you:

- have any allergies
- have a fever
- have a bleeding disorder or are on a blood thinner
- are immunocompromised or are on a medicine that affects your immune system
- are pregnant or plan to become pregnant
- are breastfeeding
- have received another COVID-19 vaccine

WHO SHOULD GET THE MODERNA COVID-19 VACCINE?

FDA has authorized the emergency use of the Moderna COVID-19 Vaccine in individuals 18 years of age and older.

WHO SHOULD NOT GET THE MODERNA COVID-19 VACCINE?

You should not get the Moderna COVID-19 Vaccine if you:

- had a severe allergic reaction after a previous dose of this vaccine
- had a severe allergic reaction to any ingredient of this vaccine

WHAT ARE THE INGREDIENTS IN THE MODERNA COVID-19 VACCINE?

The Moderna COVID-19 Vaccine contains the following ingredients: messenger ribonucleic acid (mRNA), lipids (SM-102, polyethylene glycol [PEG] 2000 dimyristoyl glycerol [DMG], cholesterol, and 1,2-distearoyl-sn-glycero-3-phosphocholine [DSPC]), tromethamine, tromethamine hydrochloride, acetic acid, sodium acetate, and sucrose.

HOW IS THE MODERNA COVID-19 VACCINE GIVEN?

The Moderna COVID-19 Vaccine will be given to you as an injection into the muscle.

The Moderna COVID-19 Vaccine vaccination series is 2 doses given 1 month apart.

If you receive one dose of the Moderna COVID-19 Vaccine, you should receive a second dose of the same vaccine 1 month later to complete the vaccination series.

HAS THE MODERNA COVID-19 VACCINE BEEN USED BEFORE?

The Moderna COVID-19 Vaccine is an unapproved vaccine. In clinical trials, approximately 15,400 individuals 18 years of age and older have received at least 1 dose of the Moderna COVID-19 Vaccine.

WHAT ARE THE BENEFITS OF THE MODERNA COVID-19 VACCINE?

In an ongoing clinical trial, the Moderna COVID-19 Vaccine has been shown to prevent COVID-19 following 2 doses given 1 month apart. The duration of protection against COVID-19 is currently unknown.

WHAT ARE THE RISKS OF THE MODERNA COVID-19 VACCINE?

Side effects that have been reported with the Moderna COVID-19 Vaccine include:

- Injection site reactions: pain, tenderness and swelling of the lymph nodes in the same arm of the injection, swelling (hardness), and redness
- General side effects: fatigue, headache, muscle pain, joint pain, chills, nausea and vomiting, and fever

There is a remote chance that the Moderna COVID-19 Vaccine could cause a severe allergic reaction. A severe allergic reaction would usually occur within a few minutes to one hour after getting a dose of the Moderna COVID-19 Vaccine. For this reason, your vaccination provider may ask you to stay at the place where you received your vaccine for monitoring after vaccination. Signs of a severe allergic reaction can include:

- Difficulty breathing
- Swelling of your face and throat
- A fast heartbeat
- A bad rash all over your body
- Dizziness and weakness

These may not be all the possible side effects of the Moderna COVID-19 Vaccine. Serious and unexpected side effects may occur. The Moderna COVID-19 Vaccine is still being studied in clinical trials.

WHAT SHOULD I DO ABOUT SIDE EFFECTS?

If you experience a severe allergic reaction, call 9-1-1, or go to the nearest hospital.

Call the vaccination provider or your healthcare provider if you have any side effects that bother you or do not go away.

Report vaccine side effects to **FDA/CDC Vaccine Adverse Event Reporting System (VAERS)**. The VAERS toll-free number is 1-800-822-7967 or report online to <https://vaers.hhs.gov/reportevent.html>. Please include “Moderna COVID-19 Vaccine EUA” in the first line of box #18 of the report form.

In addition, you can report side effects to ModernaTX, Inc. at 1-866-MODERNA (1-866-663-3762).

You may also be given an option to enroll in **v-safe**. **V-safe** is a new voluntary smartphone-based tool that uses text messaging and web surveys to check in with people who have been vaccinated to identify potential side effects after COVID-19 vaccination. **V-safe** asks questions that help CDC monitor the safety of COVID-19 vaccines. **V-safe** also provides second-dose reminders if needed and live telephone follow-up by CDC if participants report a significant health impact following COVID-19 vaccination. For more information on how to sign up, visit: www.cdc.gov/vsafe.

WHAT IF I DECIDE NOT TO GET THE MODERNA COVID-19 VACCINE?

It is your choice to receive or not receive the Moderna COVID-19 Vaccine. Should you decide not to receive it, it will not change your standard medical care.

ARE OTHER CHOICES AVAILABLE FOR PREVENTING COVID-19 BESIDES MODERNA COVID-19 VACCINE?

Currently, there is no FDA-approved alternative vaccine available for prevention of COVID-19. Other vaccines to prevent COVID-19 may be available under Emergency Use Authorization.

CAN I RECEIVE THE MODERNA COVID-19 VACCINE WITH OTHER VACCINES?

There is no information on the use of the Moderna COVID-19 Vaccine with other vaccines.

WHAT IF I AM PREGNANT OR BREASTFEEDING?

If you are pregnant or breastfeeding, discuss your options with your healthcare provider.

WILL THE MODERNA COVID-19 VACCINE GIVE ME COVID-19?

No. The Moderna COVID-19 Vaccine does not contain SARS-CoV-2 and cannot give you COVID-19.


KEEP YOUR VACCINATION CARD

When you receive your first dose, you will get a vaccination card to show you when to return for your second dose of the Moderna COVID-19 Vaccine. Remember to bring your card when you return.

ADDITIONAL INFORMATION

If you have questions, visit the website or call the telephone number provided below.

To access the most recent Fact Sheets, please scan the QR code provided below.

Moderna COVID-19 Vaccine website	Telephone number
www.modernatx.com/covid19vaccine-eua 	1-866-MODERNA (1-866-663-3762)

HOW CAN I LEARN MORE?

- Ask the vaccination provider
- Visit CDC at <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
- Visit FDA at <https://www.fda.gov/emergency-preparedness-and-response/mcm-legal-regulatory-and-policy-framework/emergency-use-authorization>
- Contact your state or local public health department

WHERE WILL MY VACCINATION INFORMATION BE RECORDED?

The vaccination provider may include your vaccination information in your state/local jurisdiction's Immunization Information System (IIS) or other designated system. This will ensure that you receive the same vaccine when you return for the second dose. For more information about IISs, visit: <https://www.cdc.gov/vaccines/programs/iis/about.html>.

WHAT IS THE COUNTERMEASURES INJURY COMPENSATION PROGRAM?

The Countermeasures Injury Compensation Program (CICP) is a federal program that may help pay for costs of medical care and other specific expenses of certain people who have been seriously injured by certain medicines or vaccines, including this vaccine. Generally, a claim must be submitted to the CICP within one (1) year from the date of receiving the vaccine. To learn more about this program, visit www.hrsa.gov/cicp/ or call 1-855-266-2427.

WHAT IS AN EMERGENCY USE AUTHORIZATION (EUA)?

The United States FDA has made the Moderna COVID-19 Vaccine available under an emergency access mechanism called an EUA. The EUA is supported by a Secretary of Health and Human Services (HHS) declaration that circumstances exist to justify the emergency use of drugs and biological products during the COVID-19 pandemic.

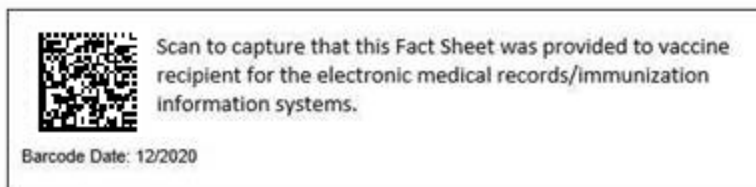
The Moderna COVID-19 Vaccine has not undergone the same type of review as an FDA-approved or cleared product. FDA may issue an EUA when certain criteria are met, which includes that there are no adequate, approved, and available alternatives. In addition, the FDA decision is based on the totality of the scientific evidence available showing that the product may be effective to prevent COVID-19 during the COVID-19 pandemic and that the known and potential benefits of the product outweigh the known and potential risks of the product. All of these criteria must be met to allow for the product to be used during the COVID-19 pandemic.

The EUA for the Moderna COVID-19 Vaccine is in effect for the duration of the COVID-19 EUA declaration justifying emergency use of these products, unless terminated or revoked (after which the products may no longer be used).

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Patent(s): www.modernatx.com/patents

Revised: 12/2020





COVID-19

5 Star State Certification Program

What is the 5 Star State Certification program?

The Program encourages businesses to implement safety measures beyond what is already required by Public Health orders and guidelines that will help slow the spread of COVID-19, and in doing so, be able to accelerate their reopening. Depending on where their county falls on the COVID-19 dial, certified businesses are eligible for less restrictive capacity caps. Certification reassures employees and customers that businesses are adhering to enhanced guidance. The program is completely voluntary and also serves as an expanding directory of establishments recognized for their efforts to keep their community safe and open.

Importantly, public health agencies are being asked to achieve demanding and historic objectives with their high burden of contact tracing and disease control, and the new milestone of vaccine delivery. Special care should be taken to ensure that launching this program does not detract from public health core functions.

What steps can a county take in order to begin setting up this program?

Each county can determine whether or not this program is a good fit for their community. Counties may exercise significant flexibility and creativity in designing their program, so long as it meets -- at a minimum -- all of the requirements listed in this document. If a county wants to take action towards launching this program, here are the immediate term steps they can take:

- ❑ **Determine how the program will be administered.** Each county must set up an Administrative Committee responsible for implementing the program. The committee must include the Local Public Health Agency (LPHA) because they are the agency that has jurisdiction over development, compliance, and enforcement of public health orders, but the LPHA should not be primarily responsible for the administration or coordination of the committee. The committee should include other partners like the local Chamber of Commerce, nonprofits, local elected leaders, or industry association members. In addition, members of the community at-large should be a part of the Administrative Committee. Any

of these entities may host or provide the day to day operations of the Administrative Committee, so long as the LPHA is a participating member.

- Who will your committee members be?
- What roles will the different entities play?
- How often will the committee meet?

❑ **Determine what resources a city or county will be able to devote to this program.** Due to the demanding nature of the pandemic, and critical existing public health responsibilities like vaccine distribution and contact tracing, Local Public Health dollars should not be diverted to fund this program. The Administrative Committee will need to identify resources it may need to ensure the successful implementation of the program.

- Will administering this program require new staff?
- Will setting up the program require contracting with other organizations to help conduct compliance and enforcement checks?
- What is the Administrative Committee budget and what sources of funding will be used to appropriately resource program needs?
- Who will administer the financial portions of this program?

❑ **Determine how you will ensure compliance and enforcement.** At this point in time “self-certification” of individual businesses is not allowed. It is required that all businesses receive a live third party inspection. The entity doing the inspection must be trained and follow an inspection procedure developed and approved by the Administrative Committee.

- How will the committee assure that live inspections are completed by a third party prior to a business being certified?
- How will you develop the training and procedures for inspections?
- How will you conduct live inspections?
- How will you ensure all inspections are conducted with appropriate rigor and quality?
- How will you ensure that every certified business has a publicly advertised way for a customer or consumer to file a compliance complaint with the Administrative Committee?
- How will the Administrative Committee respond to these complaints?
- How will the Administrative Committee issue single warning citations, and then revoke certifications for non-compliant businesses?

❑ **Begin preparing your application to CDPHE.** The Administrative Committee must submit a [variance application](#) to CDPHE to receive approval to stand up this program. **As is standard with all variance applications,** this variance requires a supportive letter from the local hospitals, county commissioners, county sheriff, some local police departments, mayors, emergency managers, local tribes (if applicable).

You can find the draft application [HERE](#). The application requires you to answer questions such as:

- What is the composition of the Administrative Committee?
- How will you ensure that this program does not detract from a public health authority's ability to conduct core public health functions such as contact tracing and vaccine distribution?
- What is your protocol for conducting live inspections?
- What is your protocol for enforcement?
- How does your Administrative Committee plan to process compliance complaints from customers and members of the public?

❑ Begin preparing the application you would like your businesses to use. Each county may tailor their own application.

- Who will develop the individual business application?
- How will the Administrative Committee track applications?
- How will you ensure individual businesses are trained on the specific requirements for their sector?
- Will you provide your businesses a template to write their individual prevention plans to file with the Administrative Committee? Will these templates be industry specific?
- What is the full application process a business will go through including education, application, inspection, and certification?

What requirements must a county or a city meet, and what is the approval process, in order to launch this program?

Any county that wants to apply must have a Local Public Health Agency director who meets the minimum qualifications as defined by the State Board of Health.¹

In order for a county to launch the program, they must apply for a variance from CDPHE. **As is standard with all variance applications**, this variance requires a supportive letter from the local hospitals, local hospitals, county commissioners, county sheriff, some local police departments, mayors, emergency managers, local tribes (if applicable).

The Administrative Committee must report weekly updates to their LPHA and to CDPHE about the new certifications granted, the businesses that receive warnings, and the businesses whose certifications are revoked. CDPHE may remove approval of the Administrative Committee at any time if they do not conduct effective compliance and enforcement. A business may only receive one warning. If non-compliance continues after a warning, the certification must be revoked. If a county does not enforce this, CDPHE will remove its approval of the Administrative Committee.

¹ <https://www.sos.state.co.us/CCR/GenerateRulePdf.do?ruleVersionId=6459&fileName=6%20CCR%201014-6>

Who is eligible to participate in the program, and what are the benefits?

Level	Eligibility	Benefit for Certified Businesses
Green	An automatic capacity increase process is already built into Protect Our Neighbors	Increases consumer confidence
Blue	Eligible	Certified businesses can operate with an additional 50 people added to their cap
Yellow	Eligible	Certified businesses can operate at Blue capacity levels
Orange	Eligible	Certified businesses can operate at Yellow capacity levels
Red	Eligible ONLY if a county has had a 2 week sustained decline in incidence, percent positivity, and hospitalizations	Certified businesses can operate at Orange capacity levels
Purple	Not eligible	Not eligible

What if cases rise in a community?

If a county sees a significant rise in cases or hospitalizations, then the program is suspended. This automatically occurs if the region reaches more than 90% of their county's/RETAC ICU hospital capacity.

If a county is in mitigation, or a stricter local public health order in lieu of moving on the dial, all businesses must follow the dial level of their county and are not eligible for capacity increases during that period.

What are the sector specific guidelines that must be followed?

- [All businesses](#)
- [Gyms & Fitness](#)
- [Restaurants](#)
- [Personal Services](#)
- [Indoor Events](#)

<u>General Business</u> Mitigation Strategies	CURRENT REQUIREMENTS	CERTIFIED QUALIFICATIONS
MASKS ARE MANDATORY AND ENFORCED More details about mask requirements can be found here .	✓	✓
6' DISTANCING Signs, decals, and staff all ensure people from different households remain at least 6' apart	✓	✓
REGULAR SANITATION AND CLEANING OF HIGH TOUCH SURFACES Cleaning guidance can be found here .	✓	✓
DAILY EMPLOYEE SYMPTOM AND EXPOSURE CHECKS CDPHE's symptom support tool is here . Employee screening form can be found here .	✓ Recommended	✓ Required
SCREEN FOR SYMPTOMS, AND RECORD CUSTOMER NAMES AND CONTACT INFO TO SUPPORT TRACING	✓ Recommended	✓ Required
BUSINESS SPECIFIC WRITTEN IMPLEMENTATION & COMPLIANCE PLANS, FILED WITH ADMINISTRATIVE COMMITTEE		✓
BUSINESS SPECIFIC PLANS FOR OUTBREAK DETECTION, REPORTING AND RESPONSE You can find a information on what should be included, here .		✓
SUFFICIENT QUALITY VENTILATION You can find requirements here .		✓
EXPOSURE NOTIFICATION SERVICE PROMOTION & OUTREACH TO EMPLOYEES AND CUSTOMERS		✓
PUBLICLY DISPLAYED INSTRUCTIONS FOR A CUSTOMER TO LODGE COMPLIANCE COMPLAINTS TO THE ADMINISTRATIVE COMMITTEE		✓
EXTRA EFFORT TO CREATE SPECIAL HOURS OR ACCOMMODATIONS FOR AT RISK POPULATIONS		✓
ZERO PRIOR CITATIONS OF NONCOMPLIANCE		✓

<u>Gyms & Fitness</u> Mitigation Strategies	CURRENT	CERTIFIED
--	----------------	------------------

	REQUIREMENTS	QUALIFICATIONS
MASKS ARE MANDATORY AND ENFORCED Masks are enforced in both the workout area and locker rooms.	✓	✓
6' DISTANCING Signs, decals, blocked off equipment or lockers, and staff all ensure people from different households remain at least 6' apart	✓	✓
REGULAR SANITATION AND CLEANING OF HIGH TOUCH SURFACES	✓	✓
DAILY EMPLOYEE SYMPTOM AND EXPOSURE CHECKS CDPHE's symptom support tool is here . Employee screening form can be found here .	✓ Recommended	✓ Required
SCREEN FOR SYMPTOMS, AND RECORD CUSTOMER NAMES AND CONTACT INFO TO SUPPORT TRACING	✓ Recommended	✓ Required
WORKOUT RESERVATIONS	✓ Recommended	✓ Required
BUSINESS SPECIFIC WRITTEN IMPLEMENTATION & COMPLIANCE PLANS, FILED WITH ADMINISTRATIVE COMMITTEE		✓
BUSINESS SPECIFIC PLANS FOR OUTBREAK DETECTION, REPORTING AND RESPONSE You can find a information on what should be included, here .		✓
VENTILATION IMPROVEMENT BY: <ul style="list-style-type: none"> • HVAC improvements, or • HEPA filters appropriate for space size, or • Permanently open windows. 		✓
EXPOSURE NOTIFICATION SERVICE PROMOTION & OUTREACH TO EMPLOYEES AND CUSTOMERS bu		✓
PUBLICLY DISPLAYED INSTRUCTIONS FOR A CUSTOMER TO LODGE COMPLIANCE COMPLAINTS TO THE ADMINISTRATIVE COMMITTEE		✓
EXTRA EFFORT TO CREATE SPECIAL HOURS OR ACCOMODATIONS FOR AT RISK POPULATIONS AND EXTRA EFFORT TO PROVIDE OUTDOOR FITNESS OPTIONS		✓
ZERO PRIOR CITATIONS OF NONCOMPLIANCE		✓

<u>Restaurant</u> Mitigation Strategies	CURRENT REQUIREMENTS	CERTIFIED QUALIFICATIONS
MASKS ARE MANDATORY AND ENFORCED Masks are only removed for eating and drinking indoors. While talking to servers/hosts, waiting to order or for food, or talking to others at the table while not actively eating, masks must be replaced.	✓	✓
TABLE AND HOUSEHOLD DISTANCING Table distancing must be 10' if the county is in Red or at appropriate level for other colors. In Red, tables may <u>only</u> have members from the same household.	6'	10'
REGULAR SANITATION AND CLEANING OF HIGH TOUCH SURFACES	✓	✓
DAILY EMPLOYEE SYMPTOM AND EXPOSURE CHECKS CDPHE's symptom support tool is here . Employee screening form can be found here .	✓ Recommended	✓ Required
SCREEN FOR SYMPTOMS, AND RECORD CUSTOMER NAMES AND CONTACT INFO TO SUPPORT TRACING	✓ Recommended	✓ Required
RESERVATIONS If not using reservations, must document how you will ensure people from different households remain 6' apart and do not congregate while waiting. You must also keep a log of what table a customer occupied.	✓ Recommended	✓ Recommended
BUSINESS SPECIFIC WRITTEN IMPLEMENTATION & COMPLIANCE PLANS, FILED WITH ADMINISTRATIVE COMMITTEE		✓
BUSINESS SPECIFIC PLANS FOR OUTBREAK DETECTION, REPORTING AND RESPONSE You can find a information on what should be included, here .		✓
VENTILATION IMPROVEMENT BY: <ul style="list-style-type: none"> • HVAC improvements, or • HEPA filters appropriate for space size, or • Permanently open windows. 		✓
EXPOSURE NOTIFICATION APP PROMOTION & OUTREACH TO EMPLOYEES AND CUSTOMERS		✓

PUBLICLY DISPLAYED INSTRUCTIONS FOR A CUSTOMER TO LODGE COMPLIANCE COMPLAINTS TO THE ADMINISTRATIVE COMMITTEE		✓
EXTRA EFFORT TO CREATE SPECIAL HOURS OR ACCOMODATIONS FOR AT RISK POPULATIONS		✓
ZERO PRIOR CITATIONS OF NONCOMPLIANCE		✓

<u>Personal Services</u> Mitigation Strategies	CURRENT REQUIREMENTS	CERTIFIED QUALIFICATIONS
MASKS ARE MANDATORY AND ENFORCED Masks may be temporarily removed if required to perform the service, but then must immediately be replaced.	✓	✓
6' DISTANCING Signs, decals, and staff all ensure people from different households remain at least 6' apart	✓	✓
REGULAR SANITATION AND CLEANING OF HIGH TOUCH SURFACES	✓	✓
DAILY EMPLOYEE SYMPTOM AND EXPOSURE CHECKS CDPHE's symptom support tool is here . Employee screening form can be found here .	✓ Recommended	✓ Required
SCREEN FOR SYMPTOMS, AND RECORD CUSTOMER NAMES AND CONTACT INFO TO SUPPORT TRACING	✓ Recommended	✓ Required
RESERVATIONS	✓ Recommended	✓ Required
BUSINESS SPECIFIC WRITTEN IMPLEMENTATION & COMPLIANCE PLANS, FILED WITH ADMINISTRATIVE COMMITTEE		✓
BUSINESS SPECIFIC PLANS FOR OUTBREAK DETECTION, REPORTING AND RESPONSE You can find a information on what should be included, here .		✓
VENTILATION IMPROVEMENT BY: <ul style="list-style-type: none"> • HVAC improvements, or • HEPA filers appropriate for space size, or • Permanently open windows. 		✓

EXPOSURE NOTIFICATION SERVICE PROMOTION & OUTREACH TO EMPLOYEES AND CUSTOMERS		✓
PUBLICLY DISPLAYED INSTRUCTIONS FOR A CUSTOMER TO LODGE COMPLIANCE COMPLAINTS TO THE ADMINISTRATIVE COMMITTEE		✓
EXTRA EFFORT TO CREATE SPECIAL HOURS OR ACCOMODATIONS FOR AT RISK POPULATIONS		✓
ZERO PRIOR CITATIONS OF NONCOMPLIANCE		✓

Indoor Events Mitigation Strategies	CURRENT REQUIREMENTS	CERTIFIED QUALIFICATIONS
MASKS ARE MANDATORY AND ENFORCED	✓	✓
6' DISTANCING, AND PLAN FOR GUEST ENTRY, EXIT, AND MOVEMENT WITH CLEAR SIGNAGE	✓	✓
REGULAR SANITATION AND CLEANING OF HIGH TOUCH SURFACES	✓	✓
DAILY EMPLOYEE SYMPTOM AND EXPOSURE CHECKS CDPHE's symptom support tool is here . Employee screening form can be found here .	✓ Recommended	✓ Required
SCREEN FOR SYMPTOMS, AND RECORD CUSTOMER NAMES AND CONTACT INFO TO SUPPORT TRACING	✓ Recommended	✓ Required
BUSINESS SPECIFIC PLANS FOR OUTBREAK DETECTION, REPORTING AND RESPONSE You can find information on what should be included, here .		✓
IMPLEMENTATION & COMPLIANCE PLANS, INCLUDING ROOM DIAGRAM, FILED WITH THE ADMINISTRATIVE COMMITTEE		✓
VENTILATION IMPROVEMENT BY: <ul style="list-style-type: none"> • HVAC improvements, or • HEPA filers appropriate for space size, or • Permanently open windows. 		✓

EXPOSURE NOTIFICATION SERVICE PROMOTION & OUTREACH TO EMPLOYEES AND CUSTOMERS		✓
PUBLICLY DISPLAYED INSTRUCTIONS FOR A CUSTOMER TO LODGE COMPLIANCE COMPLAINTS TO THE ADMINISTRATIVE COMMITTEE		✓
EXTRA EFFORT TO CREATE SPECIAL HOURS OR ACCOMODATIONS FOR AT RISK POPULATIONS		✓
ZERO PRIOR CITATIONS OF NONCOMPLIANCE		✓

What is sufficient quality ventilation?

If there is an HVAC system it should be:

- equipped with the highest-rated filter available for the system,
- set to run continuously when people are present (DCV disabled),
- Operated at the highest optimized settings for the space,
- Serviced by an HVAC technician at least twice per year.

If no commercial HVAC system, or an HVAC system that does not meet above requirements, then ventilation must be improved by:

- incorporating portable air purifiers (preferably with HEPA filters) appropriate for space size, and/or
- increasing natural ventilation through opening doors and windows to allow cross-ventilation and installing fans that operate to increase airflow in a unidirectional (non-recirculating) manner.

All businesses are encouraged to consult the “[Ventilation and COVID-19 Guide](#)” for a more thorough reference of tips and suggestions for ensuring sufficient ventilation.



COLORADO

Department of Local Affairs

**Cycle 21-01 EIAF
Tier II Applications
Energy and Mineral Impact Assistance Fund (EIAF)**

**Remote Meeting on Thursday January 14, 2021
8:15 a.m. to 5:00 p.m.**

This meeting will be remote due to the ongoing COVID-19 situation.

EIAF program has set a public meeting with the EIAF Advisory Committee for Thursday, January 14, 2021 with presentations beginning at 8:30 a.m. We encourage each applicant to have a short project presentation but if the timeframe does not allow that, your project will not be negatively impacted.

For those wishing to make a more formal presentation, the points below may be helpful.

- Make sure you have discussed your presentation with your Regional Manager prior to the meeting.
- The lead speaker should introduce him/herself and any other persons present.
- Your presentation should fully describe the project and explain both urgency of and need for the project. Explain basic details as if the Committee has no knowledge of the project.
- Your presentation should follow the topical outline of your project review sheet. You have a maximum of 7 minutes for your presentation. A digital timer will be used on the screen to help applicants and the Committee keep the presentation to the overall allotted time of 15 minutes.
- If you can answer any applicant questions in the project review sheet as part of your presentation, do so, otherwise leave them for the committee to ask. The Committee will ask any questions they feel remain unanswered.
- DOLA staff will be happy to load and display your presentation on the Zoom platform. We will advance slides or display information at your direction.
- PowerPoint presentations in either PDF format or a PowerPoint file need to be e-mailed to tim.katers@state.co.us, angie.cue@state.co.us and your Regional Manager by **Monday, January 11th**. You should also have your presentation file available at your location as a backup.
- After your presentation, the Committee will ask questions about the project and may offer comments. The Committee does not verbally vote on your project, however, they will rank it using the pre-established rating criteria. The criteria are available on the DOLA website, under the Energy Impact Program, for you to review.
- **REMEMBER, do not obligate or spend any grant funds on your project until you have a fully executed State contract from DOLA.**

Thank you, and please contact your Regional Manager for additional assistance.

Zoom Meeting invite:

EIAF Adv. Comm. Tier II Hearing Jan. 14, 2021

Topic: EIAF Tier II Hearing

Time: Jan 14, 2021 08:00 AM Mountain Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/82173416789>

Meeting ID: 821 7341 6789

One tap mobile

+13462487799,,82173416789# US (Houston)

+16699006833,,82173416789# US (San Jose)

Dial by your location

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington D.C)

Meeting ID: 821 7341 6789

Find your local number: <https://us02web.zoom.us/u/kbhGq7hHnW>

EIAF Cycle 21-01 Tier II Hearing

Thursday, January 14, 2021

8:15 - 8:30 Introduction

Time	Project #	Project Type	Project Name	Request	Total Project	RM
8:30	9339	H&HS	Prowers County Hospital District Imaging Suite	\$ 1,000,000	\$ 3,172,891	Tara Marshall
8:45	9340	H&HS	Haxtun Hospital District Infrastructure - Phase II	\$ 1,000,000	\$ 3,052,631	Greg Etl
9:00	9345	PUBSAFE	Four Mile FPD Vehicle Replacements	\$ 414,404	\$ 828,808	Chris La May
9:15	9337	HOUSE	Town of Winter Park Hideaway Junction Infrastructure	\$ 292,566	\$ 585,132	Greg Winkler
9:30	9338	DRAIN	Town of Lake City 3rd St. Drainage and Walkway	\$ 560,000	\$ 1,448,000	Kimberly Bullen
9:45	9355	PUBFAC	Town of Kersey 9th Street Interconnect Project	\$ 550,908	\$ 1,101,816	Chris La May
Break						
10:15	9346	PUBFAC	Boulder Mountain FPD Fire Barn No. 2 Replacement	\$ 780,000	\$ 3,135,902	Chris La May
10:30	9347	PUBFAC	Windsor-Severance FPD Station 4	\$ 1,000,000	\$ 7,859,995	Chris La May
10:45	9348	PUBFAC	City of Grand Junction Fire Station 3 Replacement	\$ 1,000,000	\$ 5,500,000	Kimberly Bullen
11:00	9349	PUBFAC	Town of Mead Public Works Facility	\$ 1,000,000	\$ 5,097,789	Chris La May
11:15	9350	PUBFAC	Cheyenne County Energy Efficiency & Infrastructure Upgrades	\$ 1,000,000	\$ 2,045,000	Greg Etl
11:30	9351	PUBFAC	City of Idaho Springs Public Works Facility	\$ 1,000,000	\$ 2,339,135	Clay Brown
11:45	9352	PUBFAC	Town of Hayden - Hayden Center Renovations - Phase 1A	\$ 1,000,000	\$ 3,180,000	Greg Winkler
Lunch 12:00 - 12:30						
12:30	9353	PUBFAC	Otero County Single-Entry Atrium & Court Remodel	\$ 302,475	\$ 604,950	Tara Marshall
12:45	9354	PUBFAC	North Park School District R-1 Infrastructure Upgrades	\$ 1,000,000	\$ 2,271,937	Greg Winkler
1:00	9327	WATER	East Alamosa WSD Water Distribution System Improvements	\$ 1,000,000	\$ 2,729,742	Christy Doon
1:15	9328	WATER	Town of Mancos Water System Imp. & Tank #1 Replacement	\$ 1,000,000	\$ 2,124,000	Patrick Rondinelli
1:30	9329	WATER	Town of Bennett Water Storage Tank	\$ 1,000,000	\$ 2,200,000	Chris La May
1:45	9330	WATER	Town of Lyons - Longs Peak Water/Sewer Line	\$ 577,500	\$ 1,155,000	Chris La May
2:00	9331	WATER	City of Craig Water Distribution System	\$ 503,134	\$ 1,006,270	Kimberly Bullen
Break						
2:30	9333	WATER	City of Glenwood Springs Roaring Fork Pump Station Pipeline	\$ 1,000,000	\$ 2,650,000	Kimberly Bullen
2:45	9332	WATER	Round Mountain Water & Sanitation District	\$ 1,000,000	\$ 2,075,819	Christy Doon
3:00	9334	SEWER	City of Creede Wastewater Collection System Rehab - Phase I	\$ 667,846	\$ 1,335,692	Christy Doon
3:15	9335	SEWER	Town of Platteville Wastewater Treatment Facility	\$ 1,000,000	\$ 5,114,200	Chris La May
3:30	9336	SEWER	Town of Rangely WWTP Headworks	\$ 830,237	\$ 1,660,474	Kimberly Bullen
3:45	9341	ROAD/STREET	Montezuma County Road 10 Reconstruction	\$ 374,699	\$ 1,267,637	Patrick Rondinelli
4:00	9342	ROAD/STREET	Las Animas County Road Improvements	\$ 515,000	\$ 1,030,000	Tara Marshall
4:15	9343	ROAD/STREET	Rio Blanco County Road 5 Bridge	\$ 417,000	\$ 834,000	Kimberly Bullen
4:30	9344	ROAD/STREET	Weld County 35th Avenue & O Street Roundabout	\$ 1,000,000	\$ 7,485,100	Chris La May
4:45 - 5:00 Discussion: Recommendation						
End of Day						

THE MAIN THING

Lending a
Helping Hand



*Neighbors helping neighbors.
Cities supporting partners.
Businesses giving back.*

Amidst the hardship of 2020, there have been bright spots popping up across the state. We could all use heartwarming stories to finish out the year, so this edition of The Main Thing features community projects that went above and beyond to help residents, especially the vulnerable and those at high risk, through a difficult time.

While not all of these case studies are Main Street-specific projects, they highlight initiatives that had a positive impact on local businesses and ways we can all help strengthen the community.

Learn how to implement similar projects using our accompanying [How-To Guide](#).

ABOUT THE MAIN THING

During these times, focus can be tough to come by. *The Main Thing* is a collection of resources compiled by **Colorado Main Street** to highlight innovations, give a thumbs-up to local practitioners, and encourage the spread of positive news.

IN THIS ISSUE

- 3 Non-Profit & Child Care Assistance
- 5 Waiving Water Fees
- 7 Assisting the Elderly
- 9 Building Community Pride



NON-PROFIT & CHILD CARE ASSISTANCE

CITY OF MONTROSE

COORDINATOR: KENDALL CRAMER



PROBLEM



When the COVID-19 pandemic hit, Montrose saw two parts of the community that were especially suffering – childcare providers and local nonprofits. Both provide essential services to residents, so the City needed to find a way to help these organizations during difficult times.

Who was involved:

- City of Montrose
- Local nonprofits
- Childcare providers

SOLUTION



- City Council recognized the dire needs, and directed staff to develop a program to help
- Staff established a grant program to provide financial resources to childcare providers and nonprofits that were in need
- Funds were primarily used to keep workers and children safe and to keep facilities open



“Our nonprofits continue to do amazing work serving the community throughout the pandemic, and our City Council thought it was imperative to support them and local child care providers.”

—Kendall Cramer, **Main Street Montrose**

OUTCOMES



35 GRANTS AWARDED, TOTALING \$555,000



ADDITIONAL \$190,000 TO BE DISTRIBUTED

USES OF GRANT FUNDING INCLUDED:

- COVID-19 testing
- Personal protective equipment
- Technology upgrades to enable remote work
- Additional tables and chairs to comply with social-distancing
- Reimbursement for revenue loss

WAIVING WATER FEES

CITY OF VICTOR

COORDINATOR: KIM LOTTIG



PROBLEM



In the small town of Victor, neighbors know neighbors and are always looking for ways to help each other. To combat the tough times brought on by the pandemic, all local organizations, especially the City of Victor, looked for ways to offer assistance.

Who was involved:

- City of Victor Council and staff

SOLUTION



- Looked for real and immediate ways to help households deflect the effects of COVID-19
- City Council unanimously supported waiving water and wastewater fees for 3 months
- The City used the General Fund budget to cover lost revenue (about \$60,000) and tightened up spending elsewhere



“Everyone agreed that the lost revenue was secondary to the concern of how residents were going to maintain their households during the pandemic. All departments collaborated to make it happen, and the extra effort was worth it.”

— Kim Lottig, Main Street Victor

OUTCOMES



HOUSEHOLDS SAVED
ROUGHLY \$150 EACH
OVER 3 MONTHS



THE CITY RECEIVED
MANY NOTES AND
CALLS OF GRATITUDE
FROM CUSTOMERS



CUSTOMERS WHO
WERE BEHIND HAD
A CHANCE TO GET
CURRENT ON PAYMENTS



THE MAIN STREET DISTRICT
AND SURROUNDING
RESIDENTIAL AREAS FELT
THE POSITIVE IMPACT

ASSISTING THE ELDERLY

TOWN OF RANGELY

COORDINATOR: JEANNIE CALDWELL



PROBLEM



When the pandemic first hit, Rangely was immediately concerned about their elderly residents and those at high risk of infection. The Town and other local organizations had to start thinking about how to do more to protect their vulnerable populations.

Who was involved:

- Rangely Main Street
- Rangely District Hospital
- White River Market
- Various other local businesses and organizations

SOLUTION



- Rangely District Hospital began offering a “Meals on Wheels” program to deliver food to those in need. Meals were prepared in the hospital cafeteria while it was closed.
- The local grocery store started offering special hours for the elderly to shop.
- The Main Street manager worked with the White River Market manager to set up online ordering. Customers can order and pay online or over the phone, and groceries are brought to your vehicle.



“*Rangely is a great place and I can honestly say the residents look out for each others' needs. When the pandemic started in March there were a lot of unknowns, but many groups stepped up right away to help out.*

—Jeanie Caldwell, **Main Street Rangely**

OUTCOMES



GENEROUS DONATIONS HELPED MEALS ON WHEELS TRIPLE THE NUMBER OF MEALS DELIVERED EACH DAY



ONLINE GROCERY ORDERING WAS USED BY MANY FAMILIES AND ELDERLY RESIDENTS



COMMUNITY MEMBERS TOOK ADVANTAGE OF ONLINE OFFERINGS AND LOCAL BUSINESSES SAW INCREASED SHOPPING

BUILDING COMMUNITY PRIDE

What is better than putting smiles on the faces of your locals? Many communities are finding fun, creative ways to spread kindness and inspire pride among their residents.

LYONS' GRATEFULNESS WALL



What are you grateful for in your town? Lyons had the same question for its residents! The Town created a “Gratefulness Wall” at the Lyons Regional Library where locals were encouraged to write what in Lyons they are most grateful for and post it for all to see. Common answers included public art, live music, parks, and the local businesses.

Grit, grace, and gratitude – that is what Lyons has focused on during the pandemic.

RIFLE HUMANITY RESTORATION CREW

In a world of technology, people often lose their ability to connect with other humans in real life. Rifle noticed this in 2019 and started working on an internal program to build better connections. This past summer, they decided to bring something to the public – from this the Rifle Humanity Restoration Crew was born!

With the motto “Reconnecting people one wave at a time,” Rifle produced a fun video, held “hello rodeos” to spread positive messages, and created yard signs, car magnets, pins, and other swag items. These positive messages have caused acts of kindness to increase around town. [\[WATCH THE VIDEO\]](#)



Kum & Go	Qty	Total
\$ 5.00	5	\$ 25.00
\$ 10.00	10	\$ 100.00
\$ 20.00	4	\$ 80.00
\$ 30.00	2	\$ 60.00
		\$ 265.00

Giovanni's	Qty	Total
\$ 5.00	15	\$ 75.00
\$ 10.00	19	\$ 190.00
\$ 20.00	21	\$ 420.00
\$ 30.00	5	\$ 150.00
		\$ 835.00

True Value	Qty	Total
\$ 5.00	18	\$ 90.00
\$ 10.00	22	\$ 220.00
\$ 20.00	26	\$ 520.00
\$ 30.00	18	\$ 540.00
		\$ 1,370.00

Nichols	Qty	Total
\$ 5.00		\$ -
\$ 10.00	1	\$ 10.00
\$ 20.00		\$ -
\$ 30.00	1	\$ 30.00
		\$ 40.00

El Agave	Qty	Total
\$ 5.00	3	\$ 15.00
\$ 10.00	12	\$ 120.00
\$ 20.00	4	\$ 80.00
\$ 30.00		\$ -
		\$ 215.00

Rangely Liquor	Qty	Total
\$ 5.00		\$ -
\$ 10.00		\$ -
\$ 20.00	6	\$ 120.00
\$ 30.00	1	\$ 30.00
		\$ 150.00

Pinyon Tree Liquors	Qty	Total
\$ 5.00	7	\$ 35.00
\$ 10.00	8	\$ 80.00
\$ 20.00	6	\$ 120.00
\$ 30.00	5	\$ 150.00
		\$ 385.00

Kayla Rose	Qty	Total
\$ 5.00		\$ -
\$ 10.00		\$ -
\$ 20.00	1	\$ 20.00
\$ 30.00		\$ -
		\$ 20.00

SweetBriar	Qty	Total
\$ 5.00	1	\$ 5.00
\$ 10.00	6	\$ 60.00
\$ 20.00	10	\$ 200.00
\$ 30.00	8	\$ 240.00
		\$ 505.00

Rangely Conoco	Qty	Total
\$ 5.00	1	\$ 5.00
\$ 10.00	1	\$ 10.00
\$ 20.00	3	\$ 60.00
\$ 30.00		\$ -
		\$ 75.00

Rangely Auto	Qty	Total
\$ 5.00		\$ -
\$ 10.00	1	\$ 10.00
\$ 20.00	1	\$ 20.00
\$ 30.00		\$ -
		\$ 30.00

Main St. Café	Qty	Total
\$ 5.00		\$ -
\$ 10.00		\$ -
\$ 20.00		\$ -
\$ 30.00	1	\$ 30.00
		\$ 30.00

California Wok	Qty	Total
\$ 5.00		\$ -
\$ 10.00	1	\$ 10.00
\$ 20.00		\$ -
\$ 30.00		\$ -
		\$ 10.00

White River Market	Qty	Total
\$ 5.00	11	\$ 55.00
\$ 10.00	26	\$ 260.00
\$ 20.00	22	\$ 440.00
\$ 30.00	16	\$ 480.00
		\$ 1,235.00

The Wild Flower	Qty	Total
\$ 5.00		\$ -
\$ 10.00		\$ -
\$ 20.00	2	\$ 40.00
\$ 30.00		\$ -
		\$ 40.00

Grand Total \$ 5,205.00



Friday, December 18, 2020

Dear: Town Manager, Mayor Shafer, and Town Council,

We want to thank you for the Shop-N-Dine program this year. In past years, we have enjoyed a nice boost to our business because of the program. Some years the redemptions have been larger than others and having the uplift from the vouchers this year was helpful.

Thank you for the support and encouragement many of you continue to give us, both as individuals and in your roles as leaders. As you know, this year has been challenging for our nation, county, town, and small businesses. The restaurant industry has been greatly impacted by the restrictions to takeout only and reduced seating capacity.

Jeannie is a blessing to our community for the many things she is doing, such as marketing/promoting the town and checking on the small businesses. Because of your financial support to the Rangely Chamber's Director position, we want you to know that McKenzie is also doing a great job highlighting different businesses, organizing activities, and checking to see how we are doing.

There are many kind, generous, hard-working people who make living in Rangely a joy! We celebrated our 17th anniversary of Giovanni's this year, and consider ourselves blessed to be a part of our town.

John and I look forward to working alongside with you as all of us face the coming the New Year.

Thank you for your service to Rangely.

Sincerely,

John & Sandy Payne