

PROWERS COUNTY, COLORADO BOARD OF COMMISSIONERS
May 9, 2023

8:00 a.m. Mark Dorenkamp, Road & Bridge Supervisor
- Update (*Hickory House Restaurant*)

PROWERS COUNTY AREA TRANSIT CONFERENCE ROOM
200 EAST HICKORY, LAMAR, CO 81052

WORK SESSION

9:00 a.m. Stephanie Gonzales and Charity Markus , SECED
- Discussion on SPARE Program/Transit Software

9:30 a.m. Jennifer Garcia , USDA Rural Development
- Let's Talk SHOP (Supporting Hometown Opportunities & Projects)

10:00 a.m. Gary Harbert, Veterans' Service Officer
- County VSO Monthly Report and Certification of Pay

10:15 a.m. Rella Ann Steele, East Prowers Cemetery District
- LAWMA Water Shares

10:30 a.m. Pete Hernandez, PC Consolidated Return Mail Center Manager
- CRMC update

10:45 a.m. Pete Hernandez, PC Overflow Processing Center Program Manager
- OPC update

11:00 a.m. Renee Martinez, U.S. Senator Michael F. Bennet
Southeast Colorado Regional Representative
- Update

11:15 a.m. Jack Goble, General Manager, Lower Arkansas Valley Water Conservancy
District and Leroy Mauch, Vice -Chairman, LAVWCD Board of Directors
- Update

11:45 a.m. Cindy Bennett, Sand & Sage Fair Secretary
- Discussion on Beer Garden

MEETING AGENDA

Invocation

Pledge of Allegiance

2:00 p.m.

Call Meeting to Order

Roll Call

CONSENT AGENDA ACTION ITEMS:

1. Consider Approval of Adoption of Agenda
2. Consider Approval of Payment of Bills Presented and of Voiding Checks, if any
3. Consider Approval of April 25, 2023 Meeting Minutes
4. Consider Approval of May 1, 2023 Special Meeting Minutes

2:05 p.m.

Galan Burnett, Volunteer Veteran

- Presentation of Appreciation

Public Appearances

- Anyone wishing to address the BOCC may do so at the discretion of the Board and subject to a three minute limitation.

2:10 p.m.

Mark Westhoff, County Administrator

- Updates

2:15 p.m.

Rose Pugliese, Esq.

- County Attorney Update

Executive Session pursuant to C.R.S Section 24-6-402(4)(b) for the purposes of receiving legal advice on specific legal questions re: personnel matter

Mark Westhoff, County Administrator and Jana Coen, County Clerk

- Open and Present Bids for Johnson Building Project

ACTION ITEMS:

1. Consider approval of Awarding Bid for Johnson Building re-roofing project
2. Consider Approval of County Veterans Service Officer's Monthly Report and Certification of Pay – May 2023.
3. Consider approval of Master Task Order Contract Number 23 FAA 00042, in the amount of \$30,921.00, for immunization funding from CDPHE with an expiration date June 30, 2024, and authorizing Meagan Hillman, Public Health Director to execute the document electronically.
4. Consider ratifying 4-20-2023 email poll approval to submit the 2023-2024 Prowers County Court Security Grant Application to the State Court Administrator's Office, requested Award amount of \$176,255.79 and authorizing Ron Cook, Chairman of the Board to execute the document electronically.
5. Consider ratifying 4-25-2023 verbal poll of Grant Award Agreement in the amount of \$2,675.00, between Colorado Department of State (CDOS) and Board of County Commissioners, Prowers County ,Colorado for a Democracy Suite Image Cast X (ICX) Printer in the Elections Department and Authorizing Ron Cook, Chairman of the Board to execute the document electronically.
6. Consider ratifying 4-24-2023 Email Poll approval for Payment of Bills and Payroll presented in the amount of \$897,431.66 with the Certification date of 4-26-2023.
7. Consider ratifying 4-25-2023 verbal poll approval for First Amendment to the Voting System and Managed Service Agreement between Dominion Voting Systems, Inc. and Prowers County, CO, term ending December 31, 2032.
8. Consider approval of Kiowa County Public Health Intergovernmental Agreement for the Provision of the About Families and Communities Engaged for Prowers County Department of Human Services and authorizing Ron Cook, Chairman of the Board and Lanie Meyers-Mireles, Department of Human Services Director, to execute the document.
9. Consider approval to Cancel Grant Award Agreement for the amount of \$2,675.00, between Colorado Department of State (CDOS) and Board of County Commissioners, Prowers County, Colorado for a Democracy Suite Image Cast X (ICX) Printer in the Elections Department that was approved and electronically submitted on April 25, 2023.
10. Consider approval of Memorandums of Understanding to facilitate the Prowers County Hotline County Connection Center with answer and processing of Child Welfare and Adult Protection Services related Hotline calls and performing tasks outlined in the MOU's effective January 1, 2023 and ending December 31, 2023 with Custer County and authorizing Lanie Meyers-Mireles, Director of Human Services, to execute the document.

11. Consider approval of Memorandums of Understanding to facilitate the Prowers County Hotline County Connection Center with answer and processing of Child Welfare and Adult Protection Services related Hotline calls and performing tasks outlined in the MOU's effective January 1, 2023 and ending December 31, 2023 with Summit County and authorize Lanie Meyers-Mireles, Director of Human Services, to execute the document.
12. Consider ratifying 4/28/2023 email poll approval to confirm the appointment of Derek Riner to the Bent/Prowers Cemetery District Board by the Bent County Commissioners on April 24, 2023.
13. Consider ratifying 4-28-2023 email poll approval to accept the Grant Award Agreement in the amount of \$3,250.00, between Colorado Department of State (CDOS) and Board of County Commissioners, Prowers County, Colorado for a Democracy Suite Image Cast X (ICX) Printers in the Election Department and authorizing Ron Cook, Chairman of the Board to execute the document electronically.
14. Consider approving Service Order and Annual Subscription Contract between ClearGov, Inc and Prowers County for Budget Cycle Management software totaling \$25,783.33 for 2023 and \$28,145 for 2024, and authorizing Ron Cook, Chairman of the Board to execute the document.
15. Consider approval of Underground and Utility Permit #951 located on County Rd. MM and 11, and Permit #952 located on County Rd. MM, for May Valley Water Association, the permit fees are waived.
16. Consider approval of Underground and Utility Permit #953 located on County Rd. 6 and HH.7, for Prosperity Lane Water and the permit fee is waived.
17. Consider approval of 2023 Ambulance License No. 2023-3 and Permit No. 2023-36, for American Medical Response of Colorado, Inc. d/b/a MedTrans Ambulance Service for the period May 1, 2023 through December 31, 2023.

PREVIOUSLY TABLED

1. Consider approval of Second Reading and Adoption of the Prowers County Ordinance No. 2023 – 2, Adopting the 2020 Edition of the Model Traffic Code for Colorado, with an effective date immediately upon adoption.

MOTION TO ADJOURN:

NOTE: This Agenda is provided for informational purposes only. Action may be taken on any or all of the items. All times are approximate. If any given item is finished earlier than anticipated, the Commissioners may move on to the next item. The only exceptions are public hearings on items which have had published notices of a specific hearing time; those items will not begin until the specific time or after.

If you need assistance in participating in this meeting due to a disability as defined under the Americans with Disabilities Act, please call 719-336-8030 at least three days prior to the scheduled meeting to request an accommodation.

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 05/09/2023

Submitter: Mark Westhoff

Submitted to the County Administration Office on: 05/1/2023

Return Originals to: Jana Coen, Mark Westhoff

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action: Consider approval of awarding Bid for Johnson Building re-roofing project.

Justification or Background:

Fiscal Impact: This item is budgeted in the following account code: _____

County: \$ _____ Federal: \$ _____ State: \$ _____ Other: \$ _____

Approved by the County Attorney on:

Additional Approvals (if required):

**PLEASE ATTACH THIS SHEET TO ALL AGENDA ITEMS WHEN SUBMITTING TO
COUNTY ADMINISTRATION.**

THANK YOU!

SECTION 07550
MODIFIED BITUMINOUS MEMBRANE ROOFING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Hot Applied 3-Ply Asphalt Roofing (StressPly, Versiply). (2.11)(3.5)
- B. Accessories. (2.19)
- C. Edge Treatment and Roof Penetration Flashings. (2.20)(3.9)

1.2 Scope of work

- 1. Remove existing SinglePly Roof system and insulation to wood deck and properly dispose of
 - 2. Include 5% wood decking replacement in base bid. Repair any damaged areas in-kind
 - 3. Remove existing coping metal and store on-site.
 - 4. Furnish and install new PolyIso Insulation to meet energy code and create positive slope, minimum .125/12, to scuppers and guttering.
 - 5. Saddle upslope of all curbs. Sump all scuppers.
 - 6. Furnish and install new ½" coverboard in hot asphalt
 - 7. Furnish and install nailed base sheet throughout field
 - 8. Furnish and install interplay sheet throughout field in hot asphalt
 - 9. Furnish and install flashing base ply to all walls and curb flashings
 - 10. Furnish and install modified cap sheet to all field and flashings in hot asphalt.
 - 11. 3-Course flashing lap seams. Coat flashings w/ aluminized coating at 2gal per square.
 - 12. Furnish and install flood coat at 5gal per square and broadcast white gravel at 400lbs per square
 - 13. Install new lead jacks for all stacks, caulk and clamp
 - 14. Set all gas lines and conduit atop new pressure treated wood blocks and slip pads
 - 15. Re-use existing curb caps, and skirt w/ new 22ga galvanized metal
 - 16. Furnish and install new 22ga galvanized reglet counterflashing at North awning
 - 17. Furnish and install new 22ga kynar edge metal at South perimeter and North awning drip edge
 - 18. Re-install existing coping metal w/ new neoprene fasteners, atop new wood nailer, caulking lap seam interior
- B. Line Item
- 1. Furnish and install new 22ga kynar coping metal
 - 2. Furnish and install new 4" box guttering and downspouts at South perimeter
 - 3. Provide unit cost for additionally required decking replacement

1.3 RELATED SECTIONS

- A. Section 06100 - Rough Carpentry.
- B. Section 06114 - Wood Blocking and Curbing: Wood nailers and cant strips.
- C. Section 07220 - Insulation Board: Insulation and fastening.
- D. Section 07620 - Sheet Metal Flashing and Trim: Weather protection for base flashings.
- E. Section 15120 - Piping Specialties: Roof Drains, Sumps.

1.4 REFERENCES

- A. ASTM D 312 - Standard Specification for Asphalt used in Roofing.
- B. ASTM D 451 - Standard Test Method for Sieve Analysis of Granular Mineral Surfacing for Asphalt Roofing Products.
- C. ASTM D 1970 - Specification for Sheet Materials, Self-Adhering Polymer Modified Bituminous, Used as Steep Roofing Underlayment for Ice Dam Protection.
- D. ASTM D 1079 Standard Terminology Relating to Roofing, Waterproofing and Bituminous Materials.
- E. ASTM D 1863 Standard Specification for Mineral Aggregate Used as a Protective Coating for Roofing.
- F. ASTM D 2178 Standard Specification for Asphalt Glass Felt Used in Roofing and Waterproofing.
- G. ASTM D 4601 Standard Specification for Asphalt Coated Glass Fiber Base Sheet Used in Roofing.
- H. ASTM D 5147 Standard Test Method for Sampling and Testing Modified Bituminous Sheet Materials.
- I. ASTM D 6162 Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using a Combination of Polyester and Glass Fiber Reinforcements.
- J. ASTM D 6163 Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using Glass Fiber Reinforcements.
- K. ASTM D 6164 - Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using Polyester Reinforcements.
- L. ASTM D 6754 - Standard Specification for Ketone Ethylene Ester (KEE) Sheet Roofing.
- M. ASTM D 6757 - Standard Specification for Underlayment Felt Containing Inorganic Fibers Used in Steep-Slope Roofing.
- N. ASTM E 108 - Standard Test Methods for Fire Test of Roof Coverings
- O. National Roofing Contractors Association (NRCA): Roofing and Waterproofing Manual.
- P. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) - Architectural Sheet Metal Manual.
- Q. Underwriters Laboratories, Inc. (UL): Fire Hazard Classifications.
- R. Warnock Hersey (WH): Fire Hazard Classifications.
- S. ANSI-SPRI ES-1 Wind Design Standard for Edge Systems used with Low Slope Roofing Systems.
- T. ASCE 7, Minimum Design Loads for Buildings and Other Structures
- U. UL - Fire Resistance Directory.

1.5 DESIGN / PERFORMANCE REQUIREMENTS

Prowers County
Johnson Building Roofing Project

- A. Perform work in accordance with all federal, state and local codes.
- B. Exterior Fire Test Exposure: Roof system shall achieve a UL, FM or WH Class rating for roof slopes indicated on the Drawings as follows:
 - 1. Factory Mutual Class A Rating.
 - 2. Underwriters Laboratory Class A Rating.
 - 3. Warnock Hersey Class A Rating.
- C. Design Requirements:
 - 1. Uniform Wind Uplift Load Capacity
 - a. Installed roof system shall withstand negative (uplift) design wind loading pressures complying with the following criteria.
 - 1) Design Code: ASCE 7, Method 2 for Components and Cladding.
 - 2) Importance Category:
 - a) III
 - 3) Importance Factor of:
 - a) 1.0
 - 4) Wind Speed: 115 mph
 - 5) Ultimate Pullout Value: ____ pounds per each of the fastener
 - 6) Exposure Category:
 - a) C.
 - 7) Design Roof Height: 15 feet.
 - 8) Minimum Building Width: 45 feet.
 - 9) Roof Pitch: .125 :12.
 - 10) Roof Area Design Uplift Pressure:
 - a) Zone 1 - Field of roof 33 psf
 - b) Zone 2 - Eaves, ridges, hips and rakes 42 psf
 - c) Zone 3 - Corners 55 psf
 - 2. Live Load: 20 psf, or not to exceed original building design.
 - 3. Dead Load:
 - a. Installation of new roofing materials shall not exceed the dead load capacity of the existing roof structure.
- D. Roof system shall have been tested in compliance with the following codes and test requirements:
 - 1. FM Approvals:
 - a. RoofNav Website

1.6 SUBMITTALS

- A. Submit under provisions of Section 01300.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation instructions.
- C. Shop Drawings: Submit shop drawings including installation details of roofing, flashing, fastening, insulation and vapor barrier, including notation of roof slopes and fastening patterns of insulation and base modified bitumen membrane, prior to job start.
- D. Design Pressure Calculations: Submit design pressure calculations for the roof area in accordance with ASCE 7 and local Building Code requirements. Include a roof system attachment analysis report, certifying the system's compliance with applicable wind load requirements before Work begins.
- E. Manufacturer's Certificates: Provide to certify products meet or exceed specified

requirements.

- F. Test Reports: Submit test reports, prepared by an independent testing agency, for all modified bituminous sheet roofing, indicating compliance with ASTM D5147. Testing must be performed at 77 deg. F. Tests at 0 deg. F will not be considered.
- G. Closeout Submittals: Provide manufacturer's maintenance instructions that include recommendations for periodic inspection and maintenance of all completed roofing work. Provide product warranty executed by the manufacturer. Assist Owner in preparation and submittal of roof installation acceptance certification as may be necessary in connection with fire and extended coverage insurance on roofing and associated work.

1.7 QUALITY ASSURANCE

- A. Perform Work in accordance with NRCA Roofing and Waterproofing Manual.
- B. Manufacturer Qualifications: Company specializing in manufacturing products specified with documented ISO 9001 certification and minimum of twelve years of documented experience and must not have been in Chapter 11 bankruptcy during the last five years.
- C. Installer Qualifications: Company specializing in performing Work of this section with minimum five years documented experience and a certified Pre-Approved Garland Contractor.
- D. Installer's Field Supervision: Maintain a full-time Supervisor/Foreman on job site during all phases of roofing work while roofing work is in progress.
- E. Product Certification: Provide manufacturer's certification that materials are manufactured in the United States and conform to requirements specified herein, are chemically and physically compatible with each other, and are suitable for inclusion within the total roof system specified herein.
- F. Source Limitations: Obtain all components of roof system from a single manufacturer. Secondary products that are required shall be recommended and approved in writing by the roofing system Manufacturer. Upon request of the Architect or Owner, submit Manufacturer's written approval of secondary components in list form, signed by an authorized agent of the Manufacturer.

1.8 PRE-INSTALLATION MEETINGS

- A. Convene minimum two weeks prior to commencing Work of this section.
- B. Review installation procedures and coordination required with related Work.
- C. Inspect and make notes of job conditions prior to installation:
 - 1. Record minutes of the conference and provide copies to all parties present.
 - 2. Identify all outstanding issues in writing designating the responsible party for follow-up action and the timetable for completion.
 - 3. Installation of roofing system shall not begin until all outstanding issues are resolved to the satisfaction of the Architect.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store products in manufacturer's unopened packaging with labels intact until ready for installation.
- B. Store all roofing materials in a dry place, on pallets or raised platforms, out of direct exposure to the elements until time of application. Store materials at least 4 inches above

ground level and covered with "breathable" tarpaulins.

- C. Stored in accordance with the instructions of the manufacturer prior to their application or installation. Store roll goods on end on a clean flat surface except store KEE-Stone FB 60 rolls flat on a clean flat surface. No wet or damaged materials will be used in the application.
- D. Store at room temperature wherever possible, until immediately prior to installing the roll. During winter, store materials in a heated location with a 50 degree F (10 degree C) minimum temperature, removed only as needed for immediate use. Keep materials away from open flame or welding sparks.
- E. Avoid stockpiling of materials on roofs without first obtaining acceptance from the Architect/Engineer.
- F. Adhesive storage shall be between the range of above 50 degree F (10 degree C) and below 80 degree F (27 degree C). Area of storage shall be constructed for flammable storage.

1.10 COORDINATION

- A. Coordinate Work with installing associated metal flashings as work of this section proceeds.

1.11 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.12 WARRANTY

- A. Upon completion of the work, provide the Manufacturer's written and signed NDL Warranty, warranting that, if a leak develops in the roof during the term of this warranty, due either to defective material or defective workmanship by the installing contractor, the manufacturer shall provide the Owner, at the Manufacturer's expense, with the labor and material necessary to return the defective area to a watertight condition.
 - 1. Warranty Period:
 - a. 25 years from date of acceptance.
- B. Installer is to guarantee all work against defects in materials and workmanship for a period indicated following final acceptance of the Work.
 - 1. Warranty Period:
 - a. 5 years from date of acceptance.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturer: Garland Company, Inc. (The); 3800 E. 91st St., Cleveland, OH 44105. Local Representative – Garret Hall – 719-428-5588
- B. Requests for substitutions will not be accepted.
- C. The Products specified are intended and the Standard of Quality for the products required for this project. If other products are proposed the bidder must disclose in the bid the manufacturer and the products that they intend to use on the Project. If no manufacturer and products are listed, the bid may be accepted only with the use of products specified.
 - 1. Bidder will not be allowed to change materials after the bid opening date.
 - 2. If alternate products are included in the bid, the products must be equal to or exceed

- the products specified. Supporting technical data shall be submitted to the Architect/ Owner for approval prior to acceptance.
3. In making a request for substitution, the Bidder/Roofing Contractor represents that it has:
 - a. Personally investigated the proposed product or method, and determined that it is equal or superior in all respects to that specified.
 - b. Will provide the same guarantee for substitution as for the product and method specified.
 - c. Will coordinate installation of accepted substitution in work, making such changes as may be required for work to be completed in all respects.
 - d. Will waive all claims for additional cost related to substitution, which consequently become apparent.
 - e. Cost data is complete and includes all related cost under his/her contract or other contracts, which may be affected by the substitution.
 - f. Will reimburse the Owner for all redesign cost by the Architect for accommodation of the substitution.
 4. Owner reserves the right to be the final authority on the acceptance or rejection of any or all bids, proposed alternate roofing systems or materials that has met ALL specified requirement criteria.
 5. Failure to submit substitution package, or any portion thereof requested, will result in immediate disqualification and consideration for that particular contractors request for manufacturer substitution.

2.2 HOT APPLIED 3-PLY ASPHALT ROOFING - VERSIPLY

- A. Nailable Base Sheet: One ply fastened to coverboard per wind uplift calculations.
 1. HPR Glasbase:
- B. Base (Ply) Sheet: One ply bonded to the prepared substrate with Interply Adhesive:
 1. HPR Premium Glasfelt:
- C. Modified Cap (Ply) Sheet: One ply bonded to the prepared substrate with interply Adhesive.
 1. VersiPly Mineral:
- D. Interply Adhesive: (1, 2 and 3)
 1. Generic Type III Asphalt:
- E. Flashing Base Ply: One ply bonded to the prepared substrate with Interply Adhesive:
 1. HPR Tri-Base Premium:
- F. Flashing Cap (Ply) Sheet: One ply bonded to the prepared substrate with Interply Adhesive except for torch applied:
 1. VersiPly Mineral:
- G. Flashing Ply Adhesive:
 1. Flashing Bond:
- H. Surfacing:
 1. Aggregate/Flood Coat
 - a. Generic Type IV Asphalt
 - b. 3/8" White Gravel

2.3 ACCESSORIES:

- A. Roof Insulation: In accordance with Section 07220.
- B. Roof Insulation: Provide G-P Gypsum DensDeck Prime, USG Securrock, Perlite or Wood

Fiber board for proper adhesion of the self-adhered base sheet in accordance with Section 07220.

- C. Urethane Sealant Hybrid - Tuff-Stuff MS: One part, non-sag sealant as approved and furnished by the membrane manufacturer for moving joints.
 - 1. Tensile Strength, ASTM D 412: 250 psi
 - 2. Elongation, ASTM D 412: 450%
 - 3. Hardness, Shore A ASTM C 920: 35
 - 4. Adhesion-in-Peel, ASTM C 92: 30 pli
- D. Butyl Tape: 100% solids, asbestos free and compressive tape designed to seal as recommended and furnished by the membrane manufacturer.
- E. Pitch Pocket Sealer - Seal-Tite: Two part, 100% solids, self-leveling, polyurethane sealant for filling pitch pans as recommended and furnished by the membrane manufacturer.
 - 1. Durometer, ASTM D 2240: 40-50 Shore
 - 2. Elongation, ASTM D 412: 250%
 - 3. Tensile Strength, ASTM D 412: 200 @ 100 mil
- F. Glass Fiber Cant - Glass Cant: Continuous triangular cross Section made of inorganic fibrous glass used as a cant strip as recommended and furnished by the membrane manufacturer.

2.4 EDGE TREATMENT AND ROOF PENETRATION FLASHINGS

- A. Pre-Manufactured Edge Metal Finishes:
 - 1. Exposed and unexposed surfaces for mill finish flashing, fascia, and coping cap, as shipped from the mill
 - 2. Exposed surfaces for coated panels:
 - a. Steel Finishes: fluorocarbon finish. Epoxy primer baked both sides, .2-.25 mils thickness as approved by finish coat manufacturer.
Weathering finish as referred by National Coil Coaters Association (NCCA).
Provided with the following properties.
 - 1) Pencil Hardness: ASTM D3363, HB-H / NCCA II-2.
 - 2) Bend: ASTM D-4145, O-T / NCCA II-19
 - 3) Cross-Hatch Adhesion: ASTM D3359, no loss of adhesion
 - 4) Gloss (60 deg. angle): ASTM D523, 25+/-5%
 - 5) Reverse Bend: ASTM D2794, no cracking or loss of adhesion
 - 6) Nominal Thickness: ASTM D1005
 - a) Primer: 0.2 mils
 - b) Topcoat, 0.7 mils min
 - c) Clear Coat (optional, only used with 22 ga. steel) 0.3 mils
 - 7) Color: Provide as specified. (Subject to minimum quantities)
- B. Vents and Breathers: Heavy gauge aluminum and fully insulated vent that allows moisture and air to escape but not enter the roof system as recommended and furnished by the membrane manufacturer.
- C. Pitch pans, Rain Collar 24 gauge stainless or 20oz (567gram) copper. All joints should be welded/soldered watertight. See details for design.
- D. Drain Flashings should be 4lb (1.8kg) sheet lead formed and rolled.
- E. Plumbing stacks should be 4lb (1.8kg) sheet lead formed and rolled.
- F. Manufactured Roof Specialties: Shop fabricated copings, fascia, gravel stops, control joints, expansion joints, joint covers and related flashings and trim are specified in Section 07710.

1. Manufactured roof specialties shall conform to the detail requirements of SMACNA "Architectural Sheet Metal Manual" and/or the NRCA "Roofing and Waterproofing Manual" as applicable.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. Inspect and approve the deck condition, slopes and fastener backing if applicable, parapet walls, expansion joints, roof drains, stack vents, vent outlets, nailers and surfaces and elements.
- C. Verify that work penetrating the roof deck, or which may otherwise affect the roofing, has been properly completed.
- D. If substrate preparation and other conditions are the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

- A. General: Clean surfaces thoroughly prior to installation.
 1. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
 2. Fill substrate surface voids that are greater than 1/4 inch wide with an acceptable fill material.
 3. Roof surface to receive roofing system shall be smooth, clean, free from loose gravel, dirt and debris, dry and structurally sound.
 4. Wherever necessary, all surfaces to receive roofing materials shall be power broom and vacuumed to remove debris and loose matter prior to starting work.
 5. Do not apply roofing during inclement weather. Do not apply roofing membrane to damp, frozen, dirty, or dusty surfaces.
 6. Fasteners and plates for fastening components mechanically to the substrate shall provide a minimum pull-out capacity of 300 lbs. (136 k) per fastener. Base or ply sheets attached with cap nails require a minimum pullout capacity of 40 lb. per nail.
 7. Prime decks where required, in accordance with requirements and recommendations of the primer and deck manufacturer.
- B. Wood Deck:
 1. Dimensional wood deck shall be minimum 1 inch (25 mm) thick, knotholes and cracks larger than 1/4 inch shall be covered with sheet metal. All boards shall be appropriately nailed and have adequate end bearing to the centers of beams/rafters. Lumber shall be kiln dried.
 2. Plywood shall be a minimum 15/32 inch (11.9 mm) thick and conform to the standards and installation requirements of the American Plywood Association (APA).
 3. If no roof insulation is specified, provide a suitable dry sheathing paper, followed by an approved base sheet nailed appropriately for the specified roof system, with 1 inch (25 mm) diameter caps and annular nails unless otherwise required by the applicable Code or Approval agency.
 4. Insulation is to be mechanically attached in accordance with the insulation manufacturer's recommendations unless otherwise required by the applicable Code.
 5. In all retrofit roof applications, it is required that deck be inspected for defects. Any defects are to be corrected per the deck manufacturer's recommendations and standards of the APA/Engineered Wood Association prior to new roof application.
 6. Light metal wall ties or other structural metal exposed on top of the wood deck shall be covered with one ply of a heavy roofing sheet, such as HPR Glasbase Base Sheet,

extending 2 inches to 6 inches (51 mm to 152 mm) beyond the metal in all directions.
Nail in place before applying the base ply.

3.3 INSTALLATION - GENERAL

- A. Install modified bitumen membranes and flashings in accordance with manufacturer's instructions and with the recommendations provided by the National Roofing Contractors Association's Roofing & Waterproofing Manual, the Asphalt Roofing Manufacturers Association, and applicable codes.
- B. General: Avoid installation of modified bitumen membranes at temperatures lower than 40-45 degrees F. When work at such temperatures unavoidable use the following precautions:
 - 1. Take extra care during cold weather installation and when ambient temperatures are affected by wind or humidity, to ensure adequate bonding is achieved between the surfaces to be joined. Use extra care at material seam welds and where adhesion of the applied product to the appropriately prepared substrate as the substrate can be affected by such temperature constraints as well.
 - 2. Unrolling of cold materials, under low ambient conditions must be avoided to prevent the likelihood of unnecessary stress cracking. Rolls must be at least 40 degrees F at the time of application. If the membrane roll becomes stiff or difficult to install, it must be replaced with roll from a heated storage area.
- C. Commence installation of the roofing system at the lowest point of the roof (or roof area), working up the slope toward the highest point. Lap sheets shingle fashion so as to constantly shed water
- D. All slopes greater than 2:12 require back-nailing to prevent slippage of the ply sheets. Use ring or spiral-shank 1 inch cap nails, or screws and plates at a rate of 1 fastener per ply (including the membrane) at each insulation stop. Place insulation stops at 16 ft o.c. for slopes less than 3:12 and 4 feet o.c. for slopes greater than 3:12. On non-insulated systems, nail each ply directly into the deck at the rate specified above. When slope exceeds 2:12, install all plies parallel to the slope (strapping) to facilitate backnailing. Install 4 additional fasteners at the upper edge of the membrane when strapping the plies.

3.4 INSTALLATION HOT APPLIED ROOF SYSTEM

- A. Base/Felt Ply(s): Install base sheet or felt plies in twenty five (25) lbs (11.3kg) per square of bitumen shingled uniformly to achieve one or more plies over the entire prepared substrate. Shingle in direction of slope of roof to shed water on each area of roof. Do not step on base rolls until asphalt has cooled, fish mouths should be cut and patched.
 - 1. Lap ply sheet ends 8 inches (203 mm). Stagger end laps 2 inches (304mm) minimum.
 - 2. Install base flashing ply to all perimeter and projection details after membrane application.
 - 3. Extend plies 2 inches beyond top edges of cants at wall and projection bases.
 - 4. Install base flashing ply to all perimeter and projection details.
 - 5. Allow the one ply of base sheet to cure at least 30 minutes before installing the modified membrane. However, the modified membrane must be installed the same day as the base plies.
- B. Modified Cap Ply(s): Solidly bond the modified membrane to the base layers with specified material at the rate of 25 to thirty 30 lbs. (11-13kg) per 100 square feet.
 - 1. Roll must push a puddle of hot material in front of it with material slightly visible at all side laps. Use care to eliminate air entrapment under the membrane. Exercise care during application to eliminate air entrapment under the membrane.
 - 2. Apply pressure to all seams to ensure that the laps are solidly bonded to substrate.
 - 3. Install subsequent rolls of modified membrane as above with a minimum of 4 inch (101 mm) side laps and 8 inch (203 mm) end laps. Stagger end laps. Apply

- membrane in the same direction as the previous layers but stagger the laps so they do not coincide with the laps of the base layers.
4. Apply hot material no more than 5 feet (1.5 m) ahead of each roll being embedded.
 5. Extend membrane 2 inches (50 mm) beyond top edge of all cants in full moppings of the specified hot material.
- C. Fibrous Cant Strips: Provide non-combustible perlite or glass fiber cant strips at all wall/curb detail treatments where angle changes are greater than 45 degrees. Cant may be set in approved cold adhesives, hot asphalt or mechanically attached with approved plates and fasteners.
- D. Wood Blocking, Nailers and Cant Strips: Provide wood blocking, nailers and cant strips as specified in Section 06114.
1. Provide nailers at all roof perimeters and penetrations for fastening membrane flashings and sheet metal components.
 2. Wood nailers should match the height of any insulation, providing a smooth and even transition between flashing and insulation areas.
 3. Nailer lengths should be spaced with a minimum 1/8 inch gap for expansion and contraction between each length or change of direction.
 4. Nailers and flashings should be fastened in accordance with Factory Mutual "Loss Prevention Data Sheet 1- 49, Perimeter Flashing" and be designed to be capable of resisting a minimum force of 200 lbs/lineal foot in any direction.
- E. Metal Work: Provide metal flashings, counter flashings, parapet coping caps and thru-wall flashings as specified in Section 07620 or Section 07710. Install in accordance with the SMACNA "Architectural Sheet Metal Manual" or the NRCA Roofing Waterproofing manual.
- F. Termination Bar: Provide a metal termination bar or approved top edge securement at the terminus of all flashing sheets at walls and curbs. Fasten the bar a minimum of 8 inches (203 mm) o/c to achieve constant compression. Provide suitable, sealant at the top edge if required.
- G. Flashing Base Ply: Install flashing sheets by the same application method used for the base ply.
1. Seal curb, wall and parapet flashings with an application of mastic and mesh on a daily basis. Do not permit conditions to exist that will allow moisture to enter behind, around or under the roof or flashing membrane.
 2. Prepare all walls, penetrations, expansion joints and surfaces to be flashed with required primer at the rate of 100 square feet per gallon. Allow primer to dry tack free.
 3. Adhere to the underlying base flashing ply with specified hot material unless otherwise noted in these specifications. Nail off at a minimum of 8 inches (203 mm) o.c. from the finished roof at all vertical surfaces.
 4. Solidly adhere the entire sheet of flashing membrane to the substrate.
 5. Seal all vertical laps of flashing membrane with a three-course application of trowel-grade mastic and mesh.
 6. Coordinate counter flashing, cap flashings, expansion joints, and similar work with modified bitumen roofing work as specified.
 7. Coordinate roof accessories, miscellaneous sheet metal accessory items, including piping vents and other devices with the roofing system work.
- H. Flood Coat/Aggregate:
1. Install after cap sheets and modified flashing, tests, repairs and corrective actions have been completed and approved.
 2. Apply flood coat materials in the quantities recommended by the manufacturer.
 3. Uniformly embed aggregate in the flood coat of cold adhesive at a rate recommended by the manufacturer.
 4. Aggregate must be dry and placed in a manner required to form a compact,

embedded overlay. To aid in embedment, lightly roll aggregate.

- I. Flashing Cap Ply: Install flashing cap sheets by the same application method used for the cap ply.
 - 1. Seal curb, wall and parapet flashings with an application of mastic and mesh on a daily basis. Do not permit conditions to exist that will allow moisture to enter behind, around or under the roof or flashing membrane.
 - 2. Prepare all walls, penetrations, expansion joints and where shown on the Drawings to be flashed with required primer at the rate of 100 square feet per gallon. Allow primer to dry tack free.
 - 3. Adhere to the underlying base flashing ply with specified flashing ply adhesive unless otherwise specified. Nail off at a minimum of 8 inches (203 mm) o.c. from the finished roof at all vertical surfaces.
 - 4. Coordinate counter flashing, cap flashings, expansion joints and similar work with modified bitumen roofing work as specified.
 - 5. Coordinate roof accessories, miscellaneous sheet metal accessory items with the roofing system work.
 - 6. All stripping shall be installed prior to flashing cap sheet installation.
 - 7. Heat and scrape granules when welding or adhering at cut areas and seams to granular surfaces at all flashings.
 - 8. Secure the top edge of the flashing sheet using a termination bar only when the wall surface above is waterproofed, or nailed 4 inches on center and covered with an acceptable counter flashing.

- J. Roof Walkways: Provide walkways in areas indicated on the Drawings.

3.5 INSTALLATION EDGE TREATMENT AND ROOF PENETRATION FLASHING

A. Metal Edge:

- 1. Inspect the nailers to assure proper attachment and configuration.
- 2. Run one ply over the edge. Assure coverage of all wood nailers. Fasten plies with ring shank nails at 8 inches (203 mm) o.c.
- 3. Install continuous cleat and fasten at 6 inches (152 mm) o.c.
- 4. Install new metal edge hooked to continuous cleat and set in bed of roof cement. Fasten flange to wood nailers every 3 inches (76 mm) o.c. staggered.
- 5. Prime metal edge at a rate of 100 square feet per gallon and allow to dry. Do not prime for Green-Lock System lightly sand metal to improve bond.
- 6. Strip in flange with base flashing ply covering entire flange in bitumen with 6 inches (152 mm) on to the field of roof. Assure ply laps do not coincide with metal laps.
- 7. Install a second ply of modified flashing ply in bitumen over the base flashing ply, 9 inches (228 mm) on to the field of the roof. Seal outside edge with rubberized cement.

B. Raised Metal Edge:

- 1. Inspect the nailer to assure proper attachment and configuration.
- 2. Run one ply over the edge. Assure coverage of all wood nailers. Fasten plies with ring shank nails at 8 inches (203 mm) o.c.
- 3. Install continuous cleat and fasten at 6 inches (152 mm) o.c.
- 4. Install new metal edge hooked to continuous cleat and set in bed of roof cement. Fasten flange to wood nailer every 3 inches (76 mm) o.c. staggered.
- 5. Prime metal edge at a rate of 100 square feet per gallon and allow to dry. Do not prime for Green-Lock System lightly sand metal to improve bond.
- 6. Strip in flange with base flashing ply covering entire flange in bitumen with 6 inches (152 mm) on to the field of roof. Assure ply laps do not coincide with metal laps.
- 7. Install a second ply of modified flashing ply in bitumen over the base flashing ply, 9 inches (228 mm) on to the field of the roof.

C. Roof Edge With Gutter:

Prowers County
Johnson Building Roofing Project

1. Inspect the nailer to assure proper attachment and configuration. Increase slope at metal edge by additional degree of slope in first board.
 2. Run one ply over the edge. Assure coverage of all wood nailers. Fasten plies with ring shank nails at 8 inches (203 mm) o.c.
 3. Install gutter and strapping.
 4. Install continuous cleat and fasten at 6 inches (152 mm) o.c.
 5. Install new metal edge hooked to continuous cleat and set in bed of roof cement. Fasten flange to wood nailer every 3 inches (76 mm) o.c. staggered.
 6. Prime metal edge at a rate of 100 square feet per gallon and allow to dry. Do not prime for Green-Lock System lightly sand metal to improve bond.
 7. Strip in flange with base flashing ply covering entire flange in bitumen with 6 inches (152 mm) onto the field of the roof. Assure ply laps do not coincide with metal laps.
 8. Install a second ply of modified flashing ply in bitumen over the base flashing ply, 9 inches (228 mm) on to the field of the roof.
- D. Scupper Through Wall:
1. Inspect the nailer to assure proper attachment and configuration.
 2. Run one ply over nailer, into scupper hole and up flashing as in typical wall flashing detail. Assure coverage of all wood nailers.
 3. Install a scupper box in a 1/4 inch (6 mm) bed of mastic. Assure all box seams are soldered and have a minimum 4 inch (101 mm) flange. Make sure all corners are closed and soldered. Prime scupper at a rate of 100 square feet per gallon and allow to dry.
 4. Fasten flange of scupper box every 3 inches (76 mm) o.c. staggered.
 5. Strip in flange of scupper box with base flashing ply covering entire area with 6 inch (152 mm) overlap on to the field of the roof and wall flashing.
 6. Install a second ply of modified flashing ply in bitumen over the base flashing ply, 9 inches (228 mm) on to the field of the roof. Apply a three-course application of mastic and mesh at all seams.
- E. Coping Cap:
1. Minimum flashing height is 8 inches (203 mm) above finished roof height. Maximum flashing height is 24 inches (609 mm). Prime vertical wall at a rate of 100 square feet per gallon and allow to dry.
 2. Set cant in bitumen. Run all field plies over cant a minimum of 2 inches (50 mm).
 3. Attach tapered board to top of wall.
 4. Install base flashing ply covering entire wall and wrapped over top of wall and down face with 6 inches (152 mm) on to field of roof and set in cold asphalt. Nail membrane at 8 inches (203 mm) o.c.
 5. Install a second ply of modified flashing ply in bitumen over the base flashing ply, 9 inches (228 mm) on to the field of the roof. Apply a three-course application of mastic and mesh at all seams and allow to cure and aluminize.
 6. Install continuous cleat and fasten at 6 inches (152 mm) o.c. to outside wall.
 7. Install new metal coping cap hooked to continuous cleat.
 8. Fasten inside cap 24 inches (609 mm) o.c. with approved fasteners and neoprene washers through slotted holes, which allow for expansion and contraction.
- F. Reglet Mounted Counterflashing:
1. Minimum flashing height is 8 inches (203 mm) above finished roof height. Maximum flashing height is 24 inches. Prime vertical wall at a rate of 100 square feet per gallon and allow to dry.
 2. Set cant in bitumen. Run all field plies over cant a minimum of 2 inches (50 mm).
 3. Install base flashing ply covering wall set in bitumen with 6 inches (152 mm) on to field of the roof.
 4. Install a second ply of modified flashing ply in bitumen over the base flashing ply, 9 inches (228 mm) on to the field of the roof. Apply a three-course application of mastic

- and mesh at all vertical seams and allow to cure and aluminize.
 - 5. Apply butyl tape to wall behind flashing. Secure termination bar through flashing, butyl tape and into wall. Alternatively use caulk to replace the butyl tape.
 - 6. Cut reglet in masonry one joint above flashing.
 - 7. Secure reglet counterflashing with expansion fasteners and caulk reglet opening.
- G. Curb Detail/Air Handling Station:
- 1. Minimum curb height is 8 inches (203 mm) above finished roof height. Prime vertical at a rate of 100 square feet per gallon and allow to dry.
 - 2. Set cant in bitumen. Run all field plies over cant a minimum of 2 inches (50 mm).
 - 3. Install base flashing ply covering curb set in bitumen with 6 inches (152 mm) on to field of the roof.
 - 4. Install a second ply of modified flashing ply in bitumen over the base flashing ply, 9 inches (228 mm) on to the field of the roof. Apply a three-course application of mastic and mesh at all vertical seams and allow to cure and aluminize.
 - 5. Install pre-manufactured counterflashing with fasteners and neoprene washers or per manufacturer's recommendations.
 - 6. Set equipment on neoprene pad and fasten as required by equipment manufacturer.
- H. Exhaust Fan:
- 1. Minimum curb height is 8 inches (203 mm) above finished roof height. Prime vertical at a rate of 100 square feet per gallon and allow to dry.
 - 2. Set cant in bitumen. Run all plies over cant a minimum of 2 inches (50 mm).
 - 3. Install base flashing ply covering curb with 6 inches (152 mm) on to field of the roof.
 - 4. Install a second ply of modified flashing ply installed over the base flashing ply, 9 inches (228 mm) on to field of the roof. Attach top of membrane to top of wood curb and nail at 8 inches (203 mm) o.c. Apply a three-course application of mastic and mesh at all vertical seams and allow to cure and aluminize.
 - 5. Install metal exhaust fan over the wood nailers and flashing to act as counterflashing. Fasten per manufacturer's recommendation.
- I. Passive Vent/Air Intake:
- 1. Minimum curb height is 8 inches (203 mm) above finished roof height. Prime vertical at a rate of 100 square feet per gallon and allow to dry.
 - 2. Set cant in bitumen. Run all plies over cant a minimum of 2 inches (50 mm).
 - 3. Install base flashing ply covering curb with 6 inches (152mm) on to the field of the roof.
 - 4. Install a second ply of modified flashing ply installed over the base flashing ply, 9 inches (228 mm) on to field of the roof. Attach top of membrane to top of wood curb and nail at 8 inches (203 mm) o.c. Apply a three-course application of mastic and mesh at all vertical seams and allow to cure and aluminize.
 - 5. Install passive vent/air intake over the wood nailers and flashing to act as counterflashing. Fasten per manufacturer's recommendations.
- J. Heat Stack:
- 1. Minimum stack height is 12 inches (609 mm).
 - 2. Run roof system over the entire surface of the roof. Seal the base of the stack with elastomeric sealant.
 - 3. Prime flange of new sleeve. Install properly sized sleeves set in 1/4 inch (6 mm) bed of roof cement.
 - 4. Install base flashing ply in bitumen.
 - 5. Install modified membrane in bitumen.
 - 6. Caulk the intersection of the membrane with elastomeric sealant.
 - 7. Install new collar over cape. Weld collar or install stainless steel draw brand.
- K. Pitch Pocket Umbrella:
- 1. Run all plies up to the penetration.

2. Place the pitch pocket over the penetration and prime all flanges.
3. Strip in flange of pitch pocket with one ply of base flashing ply. Extend 6 inches (152 mm) onto field of roof.
4. Install second layer of modified membrane extending 9 inches (228 mm) onto field of the roof.
5. Fill pitch pocket half full with non-shrink grout. Let this cure and top off with pourable sealant.
6. Caulk joint between roof system and pitch pocket with roof cement.
7. Place a watershedding type bonnet over the top of the pitch pocket and clamp the top with a drawband collar. Caulk the upper edge of the band with an elastomeric sealant.

3.6 CLEANING

- A. Clean-up and remove daily from the site all wrappings, empty containers, paper, loose particles and other debris resulting from these operations.
- B. Remove asphalt markings from finished surfaces.
- C. Repair or replace defaced or disfigured finishes caused by Work of this section.

3.7 PROTECTION

- A. Provide traffic ways, erect barriers, fences, guards, rails, enclosures, chutes and the like to protect personnel, roofs and structures, vehicles and utilities.
- B. Protect exposed surfaces of finished walls with tarps to prevent damage.
- C. Plywood for traffic ways required for material movement over existing roofs shall be not less than 5/8 inch (16 mm) thick.
- D. In addition to the plywood listed above, an underlayment of minimum 1/2 inch (13 mm) recover board is required on new roofing.
- E. Special permission shall be obtained from the Manufacturer before any traffic shall be permitted over new roofing.

3.8 FIELD QUALITY CONTROL

- A. Inspection: Provide manufacturer's field observations at start-up and at intervals of approximately 30 percent, 60 percent and 90 percent completion. Provide a final inspection upon completion of the Work.
 1. Warranty shall be issued upon manufacturer's acceptance of the installation.
 2. Field observations shall be performed by a Sales Representative employed full-time by the manufacturer and whose primary job description is to assist, inspect and approve membrane installations for the manufacturer.
 3. Provide observation reports from the Sales Representative indicating procedures followed, weather conditions and any discrepancies found during inspection.
 4. Provide a final report from the Sales Representative, certifying that the roofing system has been satisfactorily installed according to the project specifications, approved details and good general roofing practice.

3.9 SCHEDULES

- A. Base (Ply) Sheet:
 1. HPR Premium Glasfelt: ASTM D 2178 Type IV, Asphalt saturated fiberglass felt.
 - a. Meets or Exceeds ASTM D 2178 Type IV Performance Criteria.
- B. Modified Cap (Ply) Sheet:

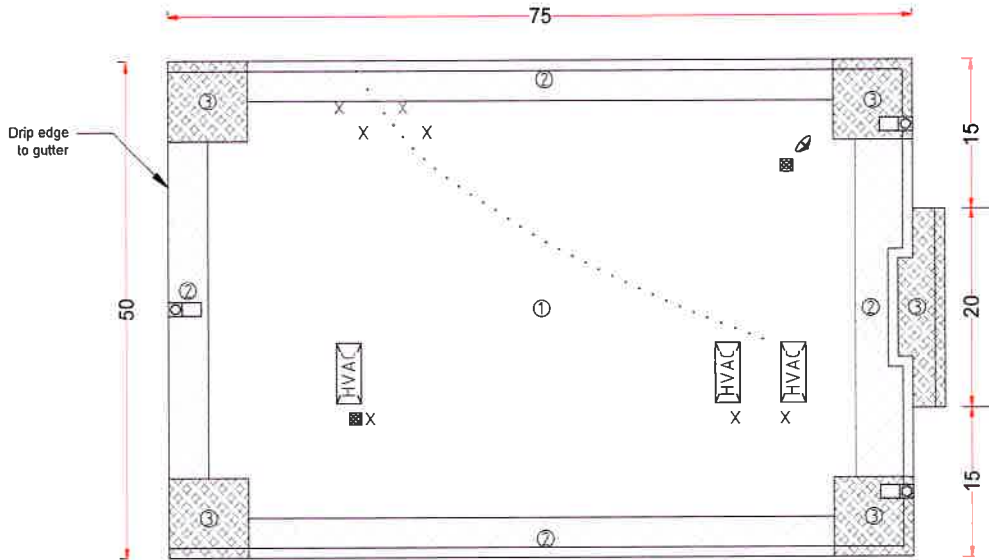
Prowers County
Johnson Building Roofing Project

1. VersiPly Mineral: 145 mil SBS (Styrene-Butadiene-Styrene) mineral surfaced, rubber modified roofing membrane with dual fiberglass reinforced scrim. ASTM D6163, Type III Grade S
 - a. Tensile Strength, ASTM D 5147
 - 1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 220 lbf/in XD 220 lbf/in
 - 2) 50 mm/min. @ 23 +/- 2 deg. C MD 38.5 kN/m XD 38.5 kN/m
 - b. Tear Strength, ASTM D 5147
 - 1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 300 lbf XD 300 lbf
 - 2) 50 mm/min. @ 23 +/- 2 deg. C MD 1335 N XD 1335 N
 - c. Elongation at Maximum Tensile, ASTM D 5147
 - 1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 4.5% XD 4.5%
 - 2) 50 mm/min. @ 23 +/- 2 deg. C MD 4.5% XD 4.5%
 - d. Low Temperature Flexibility, ASTM D 5147, Passes -30 deg. F (-34 deg. C)
- C. Interply Adhesive:
 1. Generic Type III Asphalt: Hot Bitumen, ASTM D 312, Type III steep asphalt having the following characteristics:
 - a. Softening Point 185 deg. F - 205 deg. F
 - b. Flash Point 500 deg. F
 - c. Penetration @ 77 deg. F 15-35 units
 - d. Ductility @ 77 deg. F 2.5 cm
- D. Flashing Base Ply:
 1. HPR Tri-Base Premium: 60 mil SBS (Styrene-Butadiene-Styrene) rubber modified roofing base sheet reinforced with a fiberglass and polyester composite scrim, performance requirements according to ASTM D 5147.
 - a. Tensile Strength, ASTM D 5147:
 - 1) 2 in/min. @ 73.4 +/- 3.6 deg. F: MD 330 lbf/in XD 330 lbf/in
 - 2) 50 mm/min. @ 23 +/- 2 deg. C MD 57.5 kN/m XD 57.5 kN/m
 - b. Tear Strength, ASTM D5147:
 - 1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 550 lbf XD 550 lbf
 - 2) 50 mm/min. @ 23 +/- 2 deg. C MD 2446 N XD 2446 N
 - c. Elongation at Maximum Tensile, ASTM D5147:
 - 1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 7% XD 9%
 - 2) 50 mm/min. @ 23 +/- 2 deg. C MD 7% XD 9%
- E. Flashing Ply Adhesive:
 1. Flashing Bond: Asphalt roofing mastic V.O.C. compliant, ASTM D 4586, Type II trowel grade flashing adhesive.
 - a. Non-Volatile Content ASTM D 4479 70 min.
 - b. Density ASTM D 1475 8.3 lbs./gal. (1kg/l)
 - c. Flash Point ASTM D 93 103 deg. F (39 deg. C)
- F. Surfacing:
 1. Flashing Cap (Ply) Sheet:
 - a. VersiPly Mineral: 145 mil SBS (Styrene-Butadiene-Styrene) mineral surfaced, rubber modified roofing membrane with dual fiberglass reinforced scrim. ASTM D6163, Type III Grade S
 - 1) Tensile Strength, ASTM D 5147
 - a) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 220 lbf/in XD 220 lbf/in
 - b) 50 mm/min. @ 23 +/- 2 deg. C MD 38.5 kN/m XD 38.5 kN/m
 - 2) Tear Strength, ASTM D 5147
 - a) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 300 lbf XD 300 lbf
 - b) 50 mm/min. @ 23 +/- 2 deg. C MD 1335 N XD 1335 N
 - 3) Elongation at Maximum Tensile, ASTM D 5147
 - a) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 4.5% XD 4.5%

Prowers County
Johnson Building Roofing Project

- b) 50 mm/min. @ 23 +/- 2 deg. C MD 4.5% XD 4.5%
- 4) Low Temperature Flexibility, ASTM D 5147, Passes -30 deg. F (-34 deg. C)

END OF SECTION



LEGEND

ROOF PROJECTIONS

ANTENNA	HVAC UNIT ON SLEEPERS
BREATHING	LADDER
CAPPED STACK	LIGHT POST
CHANGE IN ELEV	PIPE SUPPORT
CHIMNEY	PITCH POCKET
CONDUIT LINE	PLUMBING ON SOIL STACK
CONTROL JOINT	RA
DRAIN	ROOF ANCHOR
EQUALIZER PAN ON CURB	SATELLITE DISH
EXPANSION JOINT	SCUPPER
EXPLOSION HATCH	SECURITY CAMERA
FLAGPOLE	SKYLIGHT
GAS PIPELINE	SLOPE
GOODS CHECK VENT	SQUARE VENT
GOODS CHECK VENT ON OVERSIZED CURB	SQUARE VENT ON OVERSIZED CURB
HATCH	TALL CONE OR "H" VENT
HVAC UNIT ON CURB	TALL CONE OR "H" VENT ON CURB
HVAC UNIT ON CURB	UNUSED OPENING
PLUMBING PENETRATION	WALKWAY PADS
	EQUIPMENT CURB

WIND PRESSURE ZONE DESIGNATION	WIND TYPE
[Symbol]	ZONE 1
[Symbol]	ZONE 2
[Symbol]	ZONE 3

Note: All measurements are approximate. Contractor shall field-verify.

REVISIONS

NO.	DESCRIPTION	DATE

THE GARLAND COMPANY, INC.
 2805 EAST 15TH STREET
 CHICAGO, ILLINOIS 60640
 PHONE: 773-641-7000
 FAX: 773-641-6003

CUTTING
 PROJECT: GARLAND HALL

DATE: 01/18/00



THE GARLAND COMPANY, INC.

HIGH-PERFORMANCE BUILDING ENVELOPE SOLUTIONS

3800 EAST 91ST. STREET • CLEVELAND, OHIO 44105-2197
p. (216) 641-7500 • f. (216) 641-0633 • 800-321-9336 • www.garlandco.com

Preliminary Pressure Calculations

Project Name Prowers County - Johnson Building
Roof Sections Low Slope Roof Sections

Date 3/6/2023
Sales Rep Garret Hall
City Lamar
State CO

Design Code ASCE 7-16 ASD
Exposure Category C
Risk Cat. , Importance Factor III , 1
Wind Speed 115 mph
Design Roof Height: 15
Minimum Building Width 45 ft
Roof Pitch (X, Y) 0.25 : 12
Roof Angle 1.19 deg
Parapet $\geq 36"$ Entire Roof No

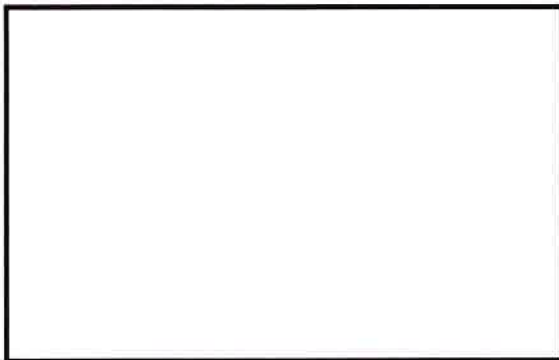
Base Velocity Pressure 14.7 psf Gcpi = 0.55

Roof Type Gable

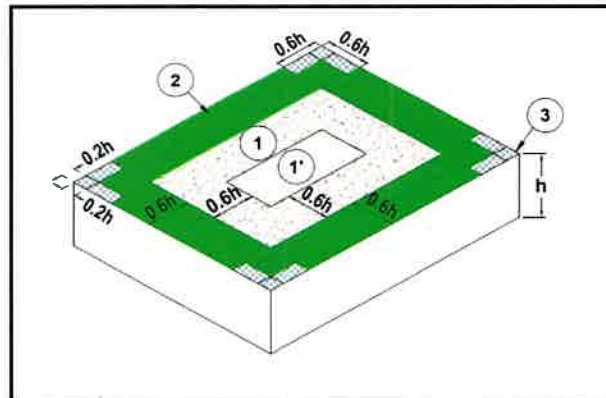
Edge Zones

Zone 2 width = 9'-0"
Zone 3 width = 3'-0"
Zone 3 length = 9'-0"
=
=
=

Deck Type Wood
Notes:



Zone Image



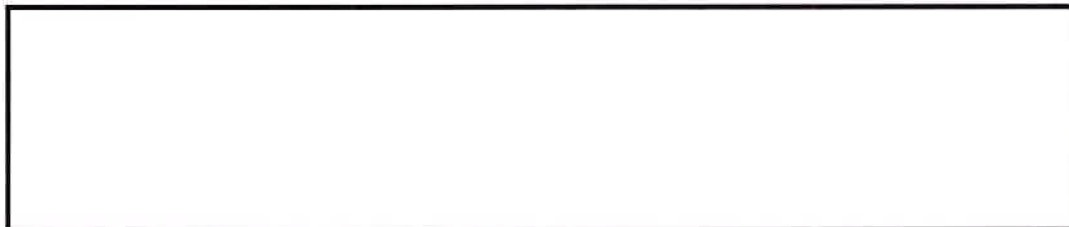
Zone Pressures (psf)

ZONE 1'	ZONE 1	ZONE 2	ZONE 3			Zone 4	Zone 5
21.3	33.0	41.8	55.0			21.8	25.7

FM 1-45 FM 1-75 FM 1-90 FM 1-120

Wall
Perimeter Wall Corner

Notes:





THE GARLAND COMPANY, INC.

HIGH-PERFORMANCE BUILDING ENVELOPE SOLUTIONS

3800 EAST 91ST. STREET • CLEVELAND, OHIO 44105-2197
p. (216) 641-7500 • f. (216) 641-0633 • 800-321-9336 • www.garlandco.com

Coping

Date 3/6/2023
Sales Rep Garret Hall
City Lamar
State CO

Project Name Prowers County - Johnson Building
Roof Sections Low Slope Roof Sections

ANSI/SPRI ES-1 COPING PRELIMINARY DESIGN

Project Data

Design Wind Speed: 115 mph
Metal Edge Height: 16.00 feet
Exposure Category: C
Importance Classification: III

Design Wind Pressure ASCE 7-16 ASD

Basic Velocity Pressure: 14.86 psf
Horizontal Design Pressure: 26.08 psf
Vert. Design Pressure: 55.72 psf

ES-1 Tested Coping System

Product Designation: ES-C040-16-60-16

System Description: R-Mer Edge Snap on Coping 16" x 0.040" Alum w/ 16 GA Anchor Chairs at 60" o.c.

Maximum Tested Front Load: 50.9 psf
Max. Vertical Front Dim.: 6 inches
Maximum Tested Top Load: 130 psf
Max. Vertical Width: 16.00 inches
Maximum Tested Rear Load: 111.5 psf
Max. Vertical Rear Dim.: 4.00 inches



THE GARLAND COMPANY, INC.

HIGH-PERFORMANCE BUILDING ENVELOPE SOLUTIONS

3800 EAST 91ST. STREET • CLEVELAND, OHIO 44105-2197
p. (216) 641-7500 • f. (216) 641-0633 • 800-321-9336 • www.garlandco.com

Fascia

Date 3/6/2023
Sales Rep Garret Hall
City Lamar
State CO

Project Name Prowers County - Johnson Building
Roof Sections Low Slope Roof Sections

ANSI/SPRI ES-1 FASCIA PRELIMINARY DESIGN

Project Data

Design Wind Speed: 115 mph
Metal Edge Height: 16.00 feet
Exposure Category: C
Importance Classification: III

Design Wind Pressure ASCE 7-16 ASD

Basic Velocity Pressure: 14.86 psf
Horizontal Design Pressure: 26.08 psf

ES-1 Fascia Load

Vertical Face Dimension: 7.25 inches
Fascia Design Load: 43.55 psf

ES-1 Tested Fascia System

Product Designation: MEA-RMF-Fascia725-A40

System Description: R-Mer Force Fascia 7.25" x 0.040" Aluminum w/ RMEBF-700 Base Frame

Maximum Tested Load: 470 psf
Max. Vertical Face Dim.: 7.25 inches

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 5/9/2023

Submitter: Gary Harbert, Veterans Officer

Submitted to the County Administration Office on: 5/1/2023

Return Originals to: 1 Original BOCC, 1 Original to Veterans Office

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action: Consider Approval of County Veterans Service Officer's Monthly Report and Certification of Pay – April 2023

Justification or Background: [Brief overview for the Commissioners]

Fiscal Impact: This item is budgeted in the following account code: _____

County: \$ _____ Federal: \$ _____ State: \$ _____ Other: \$ _____

Approved by the County Attorney on:

Additional Approvals (if required):

**PLEASE ATTACH THIS SHEET TO ALL AGENDA ITEMS WHEN SUBMITTING TO
COUNTY ADMINISTRATION.**

THANK YOU!



Colorado Department of Military and Veterans Affairs
County Veterans Service Officers Monthly Report and Certification of Pay

County of Prowers Month of April 2023

Telephone Calls	82
Appointments	28
Outreach	
Total Served	101

Surveys Submitted	1
-------------------	---

Certification by County Veterans Service Officer

I hereby certify that the above monthly report is true and accurate to the best of my knowledge and belief. I have been employed as a county veteran service officer at a rate of:

 34 hours per week or fewer

 X 35 hours per week or more

For the month of April, 2023 from Prowers County.

Henry Hansen
Signature of County Veterans Service Officer

5/1/2023

Date

Certification by County Commissioner or Designee

☐ In accordance with CRS 28-5-202, I hereby certify the appointment of our county veterans service officer.

☐ In accordance with CRS 28-5-707, I hereby certify the accuracy of the Report CVA-26 revised September 2021.

County Commissioner or Designee of

PROWERS
County

Date

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

Submit this form no later than the 15th day the following month to:

*Colorado Division of Veterans Affairs East
cdvainfo@dmva.state.co.us*

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 05/09/2023

Submitter: Meagan Hillman, PCPHE Director

Submitted to the County Administration Office on: 4/19/2023

Return Originals to: Meagan Hillman, PCPHE Director

Number of originals to return to Submitter: 1

Contract Due Date: 07/01/2023

Item Title/Recommended Board Action: Consider approval of Master Task Order Contract Number 23 FAA 00042, in the amount of \$30,921.00, for immunization funding from CDPHE with an expiration date June 30, 2024, and authorizing Meagan Hillman, Public Health Director to execute the document electronically.

Justification or Background: This is an annual task order that provides funding to our immunization program.

Fiscal Impact: This item is budgeted in the following account code: _____

County: \$ _____ Federal: \$ _____ State: \$ _____ Other: \$ _____

Approved by the County Attorney on:

Additional Approvals (if required):

TASK ORDER

State Agency State of Colorado for the use & benefit of the Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246	Contractor Board of County Commissioners of Prowers County (a political subdivision of the state of Colorado) 301 South Main Street, #215 Lamar CO 81052 for the use and benefit of the Prowers County Public Health 1001 South Main Street Lamar CO 81052-3838
Master Task Order Contract Number 23 FAA 00042 Task Order Number 2024*0049	Task Order Performance Beginning Date The later of the Task Order Effective Date or July 1, 2023
Task Order Maximum Amount Initial Term State Fiscal Year 2024 \$30,921.00	Task Order Expiration Date June 30, 2024 Except as stated in §2.D., the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 years from its Performance Beginning Date.
Pricing/Funding Price Structure: Cost Reimbursement, Quarterly Payments Funding Source: State \$22,667.00 Federal \$8,254.00	Miscellaneous: Authority to enter into this Contract exists in: C.R.S. 25-1.5-101 – C.R.S. 25-1.5-113 Law Specified Vendor Statute (if any): N/A Procurement Method: Exempt Solicitation Number (if any): N/A
State Representative Heather Roth Immunization Branch Chief Immunization Branch Department of Public Health and Environment 4300 Cherry Creek Drive South Denver, CO 80246 heather.roth@state.co.us	Contractor Representative Meagan Hillman Director Prowers County Public Health 1001 South Main Street Lamar CO 81052-3838 mhillman@prowerscounty.net
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Contract: Exhibit A, Additional Provisions Exhibit B, Statement of Work Exhibit C, Budget Exhibit D, Federal Provisions	
Contract Purpose This project serves to reduce and eliminate vaccine preventable diseases in Colorado by increasing and maintaining immunization coverage. Local public health agencies will provide core immunization services, according to established best practices and standards, to improve the health of individuals and communities.	

In accordance with §4.B of the Master Task Order Contract referenced above, Contractor shall complete the following Project:

1. PROJECT DESCRIPTION

Contractor shall complete the Project described in Exhibit B Statement of Work (SOW) that is attached hereto and incorporated herein ("the SOW"). All terminology used in this Task Order and the Statement of Work shall be interpreted in accordance with the Master Task Order Contract unless specifically defined differently in this Task Order. The Statement of Work and Budget are incorporated herein, made a part hereof and attached hereto as Exhibit B - Statement of Work and Exhibit C - Budget.

2. PAYMENT

The State shall pay Contractor the amounts shown in Exhibit C - Budget that is attached hereto and incorporated herein, in accordance with the requirements of the Statement of Work and the Master Task Order Contract. The State shall not make any payment for a State Fiscal Year that exceeds the Task Order Maximum Amount shown above for that State Fiscal Year.

3. PERFORMANCE PERIOD

Contractor shall complete all Work on the Project described in this Task Order by the Task Order Expiration Date stated above. Contractor shall not perform any Work described in the Statement of Work prior to the Task Order Performance Beginning Date or after the Task Order Expiration Date stated above.

4. TASK ORDER EFFECTIVE DATE:

The Effective Date of this Task Order is upon approval of the State Controller or **July 1, 2023**, whichever is later.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Each person signing this Contract represents and warrants that he or she is duly authorized to execute this Contract and to bind the Party authorizing his or her signature.

<p>CONTRACTOR Board of County Commissioners of Prowers County (a political subdivision of the state of Colorado) for the use and benefit of the Prowers County Public Health</p> <p>_____</p> <p>By: Signature</p> <p>FULL NAME</p> <p>_____</p> <p>Name of Person Signing for Contractor</p> <p>TITLE</p> <p>_____</p> <p>Title of Person Signing for Contractor</p> <p>Date: _____</p>	<p>STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director</p> <p>_____</p> <p>By: Signature</p> <p>_____</p> <p>Name of Executive Director Delegate</p> <p>_____</p> <p>Title of Executive Director Delegate</p> <p>Date: _____</p>
<p>In accordance with §24-30-202, C.R.S., this Option 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>_____</p> <p>By: Signature</p> <p>_____</p> <p>Name of State Controller Delegate</p> <p>_____</p> <p>Title of State Controller Delegate</p> <p>Effective Date: _____</p>	

--Signature Page End--

EXHIBIT A

ADDITIONAL PROVISIONS

To Master Task Order Contract Dated 04/06/2022 Task Order Routing Number: 23 FAA 00042

These provisions are to be read and interpreted in conjunction with the provisions of the Master Task Order Contract specified above.

1. Invoicing Provisions:

CDPHE will provide quarterly payments to the Contractor.

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

2. Time Limit For Acceptance Of Deliverables:

- a. Evaluation Period. The State shall have **forty-five (45)** calendar days from the date a deliverable is delivered to the State by the Contractor to evaluate that deliverable, except for those deliverables that have a different time negotiated by the State and the Contractor.
- b. Notice of Defect. If the State believes in good faith that a deliverable fails to meet the design specifications for that particular deliverable, or is otherwise deficient, then the State shall notify the Contractor of the failure or deficiencies, in writing, within **thirty (30)** calendar days of: 1) the date the deliverable is delivered to the State by the Contractor if the State is aware of the failure or deficiency at the time of delivery; or 2) the date the State becomes aware of the failure or deficiency. The above time frame shall apply to all deliverables except for those deliverables that have a different time negotiated by the State and the Contractor in writing pursuant to the State's fiscal rules.
- c. Time to Correct Defect. Upon receipt of timely written notice of an objection to a completed deliverable, the Contractor shall have a reasonable period of time, not to exceed **thirty (30)** calendar days, to correct the noted deficiencies.

3. Health Insurance Portability and Accountability Act (HIPAA) Business Associate Determination.

The State has determined that this Contract does not constitute a Business Associate relationship under HIPAA.

EXHIBIT B

STATEMENT OF WORK
To Original Contract Number: 2024*0049

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

I. Entity Name: Prowers County Public Health

- II. Project Description:** This project serves to maintain immunization awareness and increase vaccination rates in Colorado. Local public health agencies will assure core immunization services, according to established best practices and standards, to improve the health of individuals and communities. The Colorado Department of Public Health and Environment (CDPHE) is funded by the Centers for Disease Control and Prevention (CDC) to address potentially life-threatening diseases and reduce risk. The project supports Local Public Health Agencies (LPHAs) through the Vaccines for Children (VFC) program, and creates a coordinated infrastructure to align with national immunization standards. The project supplies Section 317 vaccines at no cost to remove the financial barrier for adults without insurance. The project counters anti-vaccination attitudes and beliefs by engaging the community, and delivering education in the service area. The project encourages healthcare providers and school-based settings to use the Colorado Immunization Information System (CIIS), and to contribute to the centralized system by entering data. The project is intended to convene the public and health professionals, reduce mortality and morbidity rates caused by vaccine-preventable diseases, and protect the health of Coloradans.

III. Definitions:

1. ACIP: Advisory Committee on Immunization Practices
2. CALPHO: Colorado Association of Local Public Health Officials
3. CCC: Child Care Centers as defined by *Colorado State Board of Health Rule 6 CCR 1009-2*
4. CCR: Code of Colorado Regulations
5. CDC: Centers for Disease Control and Prevention
6. CDPHE: Colorado Department of Public Health and Environment
7. CIB: Colorado Immunization Branch
8. CIIS: Colorado Immunization Information System
9. Core Immunization Services (Core Services): Basic and essential vaccination services provided within the LPHA's jurisdiction.
10. Deputization: The formal delegation of authority to provide VFC vaccines to eligible underinsured children from a participating FQHC or RHC to another VFC-enrolled provider; typically a local public health agency.
11. DTaP: Pediatric diphtheria, tetanus, and pertussis vaccine.
12. Evidence-based: Conscientious use of current scientific evidence and clinical expertise.
13. FAQ: Frequently Asked Questions
14. FQHC: Federally Qualified Health Center
15. Insured: A person who is covered by health insurance.
16. Jurisdiction: Power or right of a legal or political agency to exercise its authority over a person, subject matter, or territory.
17. LPHA: Local public health agency
18. MMR: Measles, mumps, and rubella vaccine.
19. MMR and DTaP database: An electronic, CDPHE tool that provides access to county-level measles, mumps, rubella, diphtheria, tetanus, and pertussis vaccine coverage data.
20. MOU: Memorandum of Understanding
21. RHC: Rural Health Center
22. School: As defined by the Colorado Board of Health rule 6 CCR 1009-2, all child care

EXHIBIT B

facilities licensed by the Colorado Department of Human Services including: child care centers, school-age child care center, preschools, day camps, resident camps, day treatment centers, family child care homes, foster care homes, and head start programs; public, private, or parochial kindergarten, elementary or secondary schools through grade twelve, or a college or university.

23. Section 317 Vaccine: Vaccine funding used to support infrastructure critical to vaccine program success including vaccine for: uninsured and underinsured adults, outbreak response and preparedness support.
24. VFC: Vaccines for Children
25. VPD: Vaccine-preventable disease
26. WIG: Wildly Important Goal - a current strategic priority of CDPHE

IV. Work Plan:

Goal #1: Reduce vaccine-preventable diseases in Colorado by increasing or maintaining immunization coverage.	
Objective #1: No later than the expiration of the contract, provide core immunization services intended to improve the health of individuals and communities.	
Primary Activity #1	The Contractor shall implement core immunization services within its jurisdiction.
Sub-Activities #1	<ol style="list-style-type: none"> 1. The Contractor shall promote within the jurisdiction all ACIP-recommended vaccines available through the following distribution channels: <ol style="list-style-type: none"> a. VFC vaccines available through the VFC program for the eligible population served. b. Section 317 vaccines available through the Section 317 program for the eligible population served. c. Privately-purchased vaccines available for the eligible insured population served. 2. The Contractor shall assure immunizations are provided within the jurisdiction. 3. The Contractor shall screen patients for eligibility to receive publicly funded vaccine. 4. The Contractor shall send immunization data to CIIS for all immunizations administered by the agency within seven (7) days of vaccine administration. 5. The Contractor shall promote use of CIIS to providers and schools in the jurisdiction. 6. The Contractor shall review the county level Immunization Rates Report provided by CIB for the following information: <ol style="list-style-type: none"> a. Children 19-35 months of age no later than 30 days after distribution by CIB b. Adolescents 13-17 years of age no later than 30 days after distribution by CIB c. Compare to the <i>CDC National Immunization Surveys; Child and Teen</i> and CIIS-generated statewide rates provided by CIB in order to increase awareness of county versus state and national immunization rates within the 30 days that the rates report is distributed by the CIB. 7. The Contractor shall provide immunization subject matter expertise to the following: <ol style="list-style-type: none"> a. Decision makers b. Policy makers

EXHIBIT B

	<ul style="list-style-type: none"> c. Health care providers d. The public <p>8. The Contractor shall meet with local stakeholders to implement a minimum of one (1) evidence-based strategy that is culturally and linguistically appropriate to reduce the following:</p> <ul style="list-style-type: none"> a. immunization disparities by race b. immunization disparities by ethnicity c. immunization disparities by socio-economic status d. immunization disparities by disability status <p>9. The Contractor shall promote informed vaccine decision making by educating a minimum of one (1) of the following:</p> <ul style="list-style-type: none"> a. consumers b. health care providers c. staff who administer immunizations d. policy makers <p>10. The Contractor shall address vaccine hesitancy by educating a minimum of one (1) of the following:</p> <ul style="list-style-type: none"> a. consumers b. health care providers c. staff who administer immunizations d. policy makers <p>11. The Contractor shall promote vaccine services availability by educating a minimum of one (1) of the following:</p> <ul style="list-style-type: none"> a. consumers b. healthcare providers c. staff who administer immunizations d. policy makers <p>12. The Contractor shall promote seasonal influenza vaccine to improve preparedness in the event of an influenza pandemic according to the following criteria:</p> <ul style="list-style-type: none"> a. The Contractor shall promote seasonal influenza vaccine with new organizations. b. The Contractor shall continue seasonal influenza vaccine coordination with existing organizations. c. The Contractor shall promote seasonal influenza vaccine with commercial sector organizations. <p>13. The Contractor shall maintain a deputization MOU with an FQHC/RHC.</p> <p>14. The Contractor shall deliver information to schools and CCCs about the <i>Colorado State Board of Health Rule 6 CCR 1009-2</i> annual reporting requirement.</p> <ul style="list-style-type: none"> a. The Contractor shall follow up with schools who fail to report data. b. The Contractor shall follow up with CCCs who fail to report data. <p>15. The Contractor shall support a network of VFC providers.</p> <ul style="list-style-type: none"> a. The Contractor shall perform ongoing recruitment of new VFC providers. b. The Contractor shall educate current VFC providers about the VFC program requirements.
--	--

EXHIBIT B

	<p>16. The Contractor shall implement core immunization services in response to cases of VPD in the jurisdiction.</p> <p>17. The Contractor shall maintain staff readiness for a VPD outbreak.</p> <p>18. The Contractor shall participate in CIB Immunization calls for up-to-date information.</p> <p>a. The Contractor shall listen to the audio recording of the call provided by the CIB within 30 days when the Contractor is unable to attend the call.</p> <p>19. The Contractor shall attend a minimum of one (1) immunization-related training or conference.</p>
Objective #2: No later than the expiration of the contract, implement evidence-based strategies to improve immunization rates in populations identified as underimmunized.	
Primary Activity #1	The Contractor shall utilize immunization strategies to address strategic priorities.
Sub-Activities #1	<ol style="list-style-type: none"> 1. The Contractor shall utilize immunization strategies to address underimmunization in populations. 2. The Contractor shall review the list of strategies from <i>Strategies to improve Colorado vaccination rates</i> (in Standards and Requirements section). 3. The Contractor shall plan local activities to use evidence-based strategies that are culturally and linguistically appropriate to increase immunization rates with the following: <ol style="list-style-type: none"> a. Health care providers b. Pharmacists c. Long-term care facility staff d. Infection control specialists e. School officials f. The public
Standards and Requirements	<ol style="list-style-type: none"> 1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates. 2. The Contractor shall use the final results of the <i>CDC National Immunization Surveys; Child and Teen</i> and CIIS-generated statewide rates provided by CIB via email communication in order to increase awareness of county versus state and national immunization rates. 3. The Contractor shall comply with the requirements for entering/submitting immunization data into CIIS as agreed to in the <i>CIIS Letter of Agreement</i> found within the online CIIS Resource Center located on the following website, https://www.cophr.com/emrlogin.asp. The content of this website is incorporated and made part of this contract by reference. 4. The Contractor shall comply with the ACIP recommendations for vaccine administration located on the following website, http://www.cdc.gov/vaccines/acip/index.html. The content of this website is incorporated and made part of this contract by reference. 5. The Contractor shall promote compliance with school immunization rules within the <i>Colorado State Board of Health Rule 6 CCR 1009-2</i> located on

EXHIBIT B

	<p>the following website, https://drive.google.com/file/d/1IUWIH39hkuiXalg4bcPOp7WoNdEw-TQC/view. This document establishes immunization standards and is incorporated and made part of this contract by reference.</p> <p>6. The Contractor shall create a login to access the school and childcare immunization data for the Contractor's jurisdiction located on the following website, <u>Colorado Health Informatics Data Systems</u>. The content of this website is incorporated and made part of this contract by reference.</p> <p>7. The Contractor shall maintain a signed VFC recertification agreement when providing VFC vaccines for the jurisdiction.</p> <p>8. The Contractor shall provide signed VFC recertification packet and agreements via the following website when providing VFC vaccines for the jurisdiction: https://fs9.formsite.com/ColoradoIMMprogram/2023RecertForm/index.html This information is incorporated and made part of this contract by reference.</p> <p>9. The Contractor shall comply with the requirements for utilizing VFC vaccine agreed to in the VFC recertification agreement packet provided by CIB when providing VFC vaccines for the jurisdiction.</p> <p>10. The Contractor shall comply with the eligibility requirements for utilizing Section 317 vaccine as provided by CIB policy and via email when providing 317 vaccines for the jurisdiction.</p> <p>11. The Contractor shall review and use a minimum of one (1) evidence-based strategy to reduce coverage disparities by race, ethnicity, socio-economic status, and/or disability status from <i>Strategies to improve Colorado vaccination rates</i> located on the following website, https://drive.google.com/file/d/1dYyouAyuWmrzS1P8RQ7ZPI0urvuKfcC-5/view?usp=sharing The content of this website is incorporated and made part of this contract by reference.</p> <p>12. The Contractor shall use deputization MOU guidance as provided by CIB via email.</p> <p>13. CDPHE will provide programmatic technical assistance to the Contractor, upon request.</p> <p>14. The Contractor shall complete an electronic quarterly progress report using the <i>FY24 Immunization Core Services Quarterly Progress Report</i>, via the following website, https://fs9.formsite.com/ColoradoIMMprogram/FY24_LPHA/index.html The content of this website is incorporated and made part of this contract by reference.</p> <p>15. The Contractor shall complete the final electronic quarterly progress report as a non-reimbursable deliverable.</p> <p>16. The content of this website is incorporated and made part of this contract by reference.</p>
--	---

EXHIBIT B

	<p>17. The Contractor shall utilize strategies of <i>CALPHO and CDPHE's Colorado Public Health System Transformation: Core Public Health Services Needs Assessment Report. Jan 2020</i> located on the following website, https://drive.google.com/file/d/13WfziCLHy01ZcFsW_fke8W4MjRbxL8r/view?usp=sharing. This document establishes immunization standards and is incorporated and made part of this contract by reference.</p> <p>18. The Contractor shall access the <i>MMR and DTaP Dashboard</i> to track immunization coverage in their jurisdiction. The content of this website is incorporated and made part of this contract by reference.</p> <p>19. The Contractor shall strive to meet immunization targets for the jurisdiction set by the CIB to attain a WIG.</p> <p>20. CDPHE will provide each jurisdiction's immunization targets via email within 90 days of the execution of the contract.</p> <p>21. The CIB will maintain the <i>LPHA Core Immunization Services FAQ</i> document to address questions regarding this project. The content of this website is incorporated and made part of this contract by reference.</p> <p>22. The Contractor shall utilize immunization strategies to address underimmunization in populations as defined by CDPHE.</p> <p>23. The Contractor shall review a list of strategies from <i>Strategies to improve Colorado vaccination rates</i>. The content of this website is incorporated and made part of this contract by reference.</p> <p>24. The Contractor shall complete the electronic quarterly progress report due in July as a non-reimbursable Deliverable.</p>
Expected Results of Activity(s)	<ol style="list-style-type: none"> 1. Immunizations are offered within the Contractor's jurisdiction. 2. Immunizations are promoted within the Contractor's jurisdiction. 3. Immunizations are administered within the Contractor's jurisdiction.
Measurement of Expected Results	<ol style="list-style-type: none"> 1. Data contained in the Immunization Rates Report. 2. Data contained in the CDPHE MMR and DTaP Dashboard. 3. Data contained in quarterly progress reports.
	Completion Date
Deliverables	<ol style="list-style-type: none"> 1. For Contractors providing VFC vaccines, the Contractor shall electronically submit signed VFC recertification packet and agreements.
	<ol style="list-style-type: none"> 2. The Contractor shall submit an electronic quarterly progress report using the <i>Immunization Core Services Quarterly Progress Report</i>.

EXHIBIT B

	3. The Contractor shall submit immunization data for all immunizations administered by the Contractor's agency to CIIS.	No later than seven (7) days following vaccine administration
--	---	---

V. Monitoring:

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

VI. Resolution of Non-Compliance:

The Contractor will be notified in writing within 15 calendar days of discovery of a compliance issue. Within 30 calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the timeline, the Contractor must email a request to the CDPHE Contract Monitor and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

EXHIBIT C

To Original Contract Number: 2024*0049	
Original Budget	
Immunization Core Activities - Prowers	
Federal Funds	\$8,254.00
State Funds	\$22,667.00
Total Amount	\$30,921.00

Exhibit D**Federal Provisions - CDC-RFA-IP19-1901 Immunization and Vaccines for Children**

For the purposes of this Exhibit only, Contractor is also identified as “Subrecipient.” This Contract 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 Supplemental Provisions for Federal Awards, the Special Provisions, the Contract or any attachments or exhibits incorporated into and made a part of the Contract, the Supplemental Provisions for Federal Awards shall control. In the event of a conflict between the Supplemental Provisions for Federal Awards and the FFATA Supplemental Provisions (if any), the FFATA Supplemental Provisions shall control.

1) Federal Award Identification.

- a. Subrecipient: Prowers County Public Health
- b. Subrecipient Unique Entity Identification Number:
 - SAM Unique Entity ID (UEI): Y8C4HSXY95M6
- c. The Federal Award Identification Number (FAIN) is NH23IP922600
- d. The Federal award date is TBD.
- e. The subaward period of performance start date is 07/01/2022 and end date is 06/30/2023.
- f. Federal Funds:

Federal Budget Period	Total Amount of Federal Funds Awarded	Amount of Federal Funds Obligated to CDPHE
7/1/2022 - 6/30/2024	\$139,964,501.00	\$6,215,817.00

- g. Federal award title of project or program: Immunization and Vaccines for Children.
- h. The name of the Federal awarding agency is: The Department of Health and Human Services – Centers for Disease Control and Prevention and the contact information for the awarding official is Hilary Oliphant, 4770 Buford Highway, Chamblee, GA 30341, 770-433-3973; the name of the pass-through entity is the State of Colorado, Department of Public Health and Environment (CDPHE), and the contact information for the CDPHE official is Heather Roth, 4300 Cherry Creek Drive South, A-3, Denver, Colorado 80246 303-692-2289.
- i. The Catalog of Federal Domestic Assistance (CFDA) number is # **93.268** and the grant name is Immunization and Vaccines for Children.
- j. This award **is not** for research & development.
- k. Subrecipient **is not** required to provide matching funds. In the event the Subrecipient is required to provide matching funds, Section 8 of this Attachment applies.
- l. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDPHE cost allocation plan.

- 2) Subrecipient shall at all times during the term of this contract strictly adhere to the requirements under the Federal Award listed above, and all applicable federal laws, Executive Orders, and implementing regulations as they currently exist and may hereafter be amended.
- 3) Any additional requirements that CDPHE imposes on Subrecipient in order for CDPHE to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in the Exhibits.
- 4) Subrecipient's approved indirect cost rate is as stated in the Exhibits.
- 5) Subrecipient must permit CDPHE and auditors to have access to Subrecipient's records and financial statements as necessary for CDPHE to meet the requirements of 2 CFR §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 this Part.
- 6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Attachment.
- 7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDPHE no later than 45 calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.
- 8) **Matching Funds.** Subrecipient shall provide matching funds as stated in the Exhibits. Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDPHE regarding the status of such funds upon request. Subrecipient's obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Contract by the authorized representatives of the Subrecipient and paid into the Subrecipient's treasury or bank account. Subrecipient represents to CDPHE that the amount designated as matching funds has been legally appropriated for the purposes of this Contract by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.
- 9) **Record Retention Period.** The record retention period previously stated in this Contract is replaced with the record retention period prescribed in 2 CFR §200.333.
- 10) **Single Audit Requirements.** If Subrecipient expends \$750,000 or more in Federal Awards during Subrecipient's fiscal year, 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) **Contract Provisions.** Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract:
 - a. Office of Management and Budget Circulars and The Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable;
 - b. when required by Federal program legislation, the "Davis-Bacon Act", as amended (40 U.S.C. 3141-3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction");

- c. when required by Federal program legislation, the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building of Public Work Financed in Whole or in Part by Loans or Grants from the United States”).
- d. 42 U.S.C. 6101 *et seq.*, 42 U.S.C. 2000d, 29 U.S.C. 794 (regarding discrimination);
- e. the “Americans with Disabilities Act” (Public Law 101-336; 42 U.S.C. 12101, 12102, 12111 - 12117, 12131 - 12134, 12141 - 12150, 12161 - 12165, 12181 - 12189, 12201 - 12213 and 47 U.S.C. 225 and 47 U.S.C. 611);
- f. when applicable, the Contractor shall comply with the provisions of the “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments” (Common Rule);
- g. The Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required there under. This Act is also referred to as FFATA.
- h. Contractor shall comply with the provisions of Section 601 of Title VI of the Civil Rights Act of 1964, as amended.
- i. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 comply with the equal opportunity clause provided under 41 CFR 60-1.4(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.
- j. where applicable, Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).
- k. if the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into an agreement with a small business firm or nonprofit organization, comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- l. the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.
- m. if applicable, comply with the mandatory standards and policies on energy efficiency contained within the State of Colorado’s energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201.
- n. the Contractor and all principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; the Contractor and all principals shall comply with all applicable regulations pursuant to Executive Order 12549 (3 CFR Part 1986 Comp., p. 189) and Executive Order 12689 (3 CFR Part 1989 Comp., p. 235), Debarment and Suspension; and,
- o. the Contractor shall comply where applicable, the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

12) **Compliance.** Subrecipient shall comply with all applicable provisions of The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), including but not limited to these Supplemental Provisions for Federal Awards. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. CDPHE may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

13) **Procurement Procedures.** 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.

14) **Certifications.** Unless prohibited by Federal statutes or regulations, CDPHE 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 CDPHE at the end of the Contract that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(b)(3). If the required level of activity or effort was not carried out, the amount of the Contract must be adjusted.

15) **Event of Default.** Failure to comply with the Uniform Guidance or these Supplemental Provisions for Federal Awards shall constitute an event of default under the Contract pursuant to 2 CFR §200.339 and CDPHE may terminate the Contract in accordance with the provisions in the Contract.

16) **Close- Out.** Subrecipient shall close out this Contract within 45 days after the End Date. Contract close out entails submission to CDPHE by Subrecipient of all documentation defined as a deliverable in this Contract, and Subrecipient's final reimbursement request. If the project has not been closed by the Federal awarding agency within 1 year and 45 days after the End Date due to Subrecipient's failure to submit required documentation that CDPHE has requested from Subrecipient, then Subrecipient may be prohibited from applying for new Federal awards through the State until such documentation has been submitted and accepted.

17) **Erroneous Payments.** The closeout of a Federal award does not affect the right of the Federal awarding agency or CDPHE 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.

EXHIBIT END

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 5-9-2023

Submitter: Mark Westhoff, County Administrator

Submitted to the County Administration Office on: 4-20-2023

Return Originals to: Mark Westhoff & Jana Coen

Number of originals to return to Submitter: 1

Contract Due Date: 4-21-2023 at 5pm

Item Title/Recommended Board Action:

Consider ratifying 4-20-2023 email poll approval to submit the 2023-2024 Prowers County Court Security Grant Application to the State Court Administrator's Office, requested Award amount of \$176,255.79, and authorizing Ron Cook, Chairman of the Board of County Commissioners to execute the document electronically.

Justification or Background:

Fiscal Impact: This item is budgeted in the following account code:
01-13-368500 and 01-13-368501

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

Approved by the County Attorney on:



Prowers County Court Security

Prepared by Prowers County
for Colorado Judicial Department 2023/24 Court Security Cash Fund Grants

Submitted by Mark Westhoff

Submitted on 04/21/2023 8:52 AM Mountain Standard Time



Opportunity Details

Opportunity Information

Title

2023/24 Court Security Cash Fund Grants

Description

Grants to Colorado County Governments to provide funding for ongoing supplemental security staffing in the Counties with the most limited financial resources and for court security equipment, training of local security teams on issues of State court security, and emergency needs related to court security.

Background:

The Court Security Cash Fund Commission, Cash Fund, and Grant were established in 2007 with Senate Bill 07-118, codified in Section 13-1-201, C.R.S., et seq. The Commission and the Fund are intended to provide Colorado Counties with supplemental security funding at a facility containing a State court or probation office. While County governments are responsible for providing security for State court facilities, the level of funding and services that each County can provide varies throughout the State.

The statute mandates that moneys from the Fund be made available to Counties through grants for:

1. The provision of court security staffing to the Counties with the most limited resources,
2. The purchase of security equipment or related structural improvements,
3. The provision of training for the local security teams on issues of court security,
4. Miscellaneous funding needs associated with issues of court security or security equipment, or
5. Emergency needs related to issues of court security or court equipment.

Grants are issued through the State Court Administrator's Office upon recommendation by the Commission.

Awarding Agency Name

State Court Administrator's Office

Agency Contact Name

Audrey Boller

Agency Contact Phone

720-625-5841

Agency Contact Email

CourtSecurity@judicial.state.co.us

Fund Activity Categories

Law, Justice and Legal Services

Opportunity Manager

Audrey Boller

Announcement Type

Initial Announcement

Public Link

<https://www.gotomygrants.com/Public/Opportunities/Details/e6df4e87-99d9-4fcc-994d-e1dbaeaf9693>

Is Published

Yes

Funding Information

Funding Sources

State



Funding Source Description

Colorado Revised Statute, Section 13-1-201, et seq.

Award Information

Award Period

07/01/2023 - 06/30/2024

Award Announcement Date

6/1/2023

Indirect Costs Allowed

No

Submission Information

Submission Window

03/21/2023 8:00 AM - 04/21/2023 5:00 PM

Submission Timeline Type

One Time

Allow Multiple Applications

No

Question Submission Information

Question Submission Open Date

03/21/2023 8:00 AM

Question Submission Close Date

04/21/2023 5:00 PM

Question Submission Email Address

CourtSecurity@judicial.state.co.us

Technical Assistance Session

Technical Assistance Session

Yes

Session Date and Time

03/27/2023 10:00 AM

Conference Info / Registration Link

<https://judicial.webex.com/judicial/j.php?MTID=m20f5f76ece64bbc7b3db634bcd5427fc>

Eligibility Information

Eligibility Type

Public

Eligible Applicants

- County Governments

Additional Eligibility Information



Colorado County Governments

Grant awards are distributed based on the following priority schedule:

- a. Requests from counties that meet the criteria below shall have the highest priority, and
- b. Requests for moneys for personnel costs shall be given subsequent priority.

Grant Criteria:

Counties that meet at least 2 of the 4 criteria are given the highest priority for need-based grants for court security personnel services.

- a. Counties in which the total population is below the state median,
- b. Counties in which the per capita income is below the state median,
- c. Counties in which the property tax revenues are below the state median, or
- d. Counties in which the county population living below the federal poverty line is above the state median.

Additional Information

Additional Information URL

<https://www.courts.state.co.us/Administration/Unit.cfm?Unit=facility>

Additional Information URL Description

For full information on this grant, refer to the Grant Rules and Conditions via the link above.

Award Administration Information

Reporting

Reporting for this grant includes quarterly court security data and reimbursement requests.

Other Information

This is a reimbursement grant for actual approved expenses incurred by the County during the grant period.

Grants from the Fund may not supplant any County funding for State court security needs.

Grant funds shall not be used for:

1. Architectural services,
2. Non-security related construction,
3. Firearms,
4. POST certification training,
5. Computers and computer servers– unless as an integral part of a security system, e.g. surveillance system, access control system;
6. Law enforcement equipment that could not clearly be identified as having a court security purpose,
7. Vehicles,
8. ADA compliance issues that do not concern security, or
9. Emergency lighting already required by a Fire Marshal.



Project Information

Application Information

Application Name

Prowers County Court Security

Award Requested

\$176,255.79

Total Award Budget

\$176,255.79

Primary Contact Information

Name

Mark Westhoff

Email Address

mwesthoff@prowerscounty.net

Address

301 South Main Street, Suite 215
Lamar, Colorado 81052

Phone Number

(719) 336-8029



Project Description

Uniform Application

Applicant Information

County Name
Powers

Person entering this application

Applicant - Name
Mark Westhoff

Applicant - Title
County Administrator

Applicant - Email
mwesthoff@powerscounty.net

Applicant - Phone
7193368029

Who is the person in the county who should login to the SCAO's vendor contracting system, called Forum, to review and approve the contract language?

Contract Approver - Name
Michael Davidson

Contract Approver - Title
Chief Judge 15th JD

Contract Approver - Email
mike.davidson@judicial.state.co.us

Who is the county representative authorized to sign the grant contract and who should receive the final contract from Docusign via email?

Contract Signer - Name
Ron Cook

Contract Signer - Title
Chairman Board of County Commissioners

Contract Signer - Email
rcook@powerscounty.net

Judicial District Information



Please identify the County's Judicial District

15th

Court Executive - Name

Michael Davidson

Chief Probation Officer - Name

Byron Hall



Court Security Application

Acknowledgements

The County acknowledges that the responsibility for providing adequate security for State Court facilities rests with the County governments and that the grant funds may not supplant any County funding.

☒ Yes

Personnel Requests: The County acknowledges that the intent of any approved personnel grant is to provide supplemental court security staffing at a facility containing a State Court or Probation Office. Grant recipient's employees and agents are not employees or agents of the Judicial Department. Recipient shall have no authorization, express or implied, to bind the Colorado Judicial Department to any agreements, liability or understandings except as expressly set forth herein. Each party will be responsible for its acts and those of its employees, agents and subcontractors, if any, during the term of this grant award. The recipient shall pay, when due, all required employment taxes and income tax withholding on any funds paid to it pursuant to this grant award.

☒ Yes

Personnel Requests: The County acknowledges that personnel grants are not intended to pay for any specific County employee, instead personnel grants are intended to provide supplemental staffing in addition to the County's staffing. This means that it is possible that grant funds may only cover a portion of a County security employee's salary and benefits. As an example, the grant may cover 60% of the employee's salary and benefits, while the County may cover 40%.

☒ Yes

Sheriff's Office Financial Information

Enter the requested information below

Calendar 2023 approved annual budget \$
\$3,717,544.00

Calendar 2022 actual annual expenses \$
\$3,615,885.00

Court Security Staffing

Enter the requested information below for the grant period of 7/1/2023 - 6/30/2024

Enter the total annual number of court security staffing hours that the County will provide from the County's budget.
0

Enter the total annual number of court security staffing hours that the County is requesting from this grant.
2930

What is the average number of on-site security hours per week provided at a facility containing a State court or probation office?
56

Narrative

Please describe the County's plan for building security

The Prowers County Court Security Team continues to meet the criteria for statutory priority status. We have benefited greatly from the prior generous awards of grant monies which have afforded us Courthouse security personnel as well as related infrastructure and equipment. Our Court Security Team is comprised of our three Judges, three County Commissioners, Sheriff, Chief Probation Officer, and District Court Administrator. We continue to work together to set our Courthouse security priorities and greatly appreciate the opportunity to apply for your funding.



We know that our community is safer because of the security investment made in our Courthouse. The public has access to the Courts, Court Administration, Probation, Useful Public Service, Treasurer, Assessor, Clerk & Recorder, Commissioners and County Administration, all of which are located in the Courthouse.

For FY 2023-2024 we are requesting a total of \$176,255.79 in order to maintain and enhance our court security efforts.

It goes without saying that our request for on-going, additional funding is imperative. We strive to continue to provide a secure workplace for the state and county employees whose offices are located in the Courthouse, as well as a safe environment for the citizens who need access to the services provided by the courts, probation, and local government offices therein.

Please describe how the County will use the requested grant funds

As a result of the continued Court Security Grant funding, we have been able to sustain our Court Security Personnel at the courthouse entrance, which is our highest priority. In addition to this security personnel, we would like to obtain additional funding to provide security personnel in our courtrooms during trials. The total FTE for courthouse security personnel under this model would be 2, costing approximately \$138,880.79.

We would like to continue to contract with Detention Alternative Program (DAP) in Pueblo County at the annual rate of \$25,200.00 to provide staff support to accommodate video detention hearings, saving the County and Courts time and money each year while offering appropriate legal services to citizens.

The County is currently updating the existing security camera system for the Courthouse at County expense of \$14,700. With the new server, we can add additional cameras at a lower cost than in the past. We request 16 additional security cameras for the protection of our employees and citizens. These cameras would be placed on all 4 sides of the courthouse & in parking areas. The cost for this added security would be \$12,175.00.

To summarize, the associated estimated costs of our 2023-2024 Court Security priorities are as follows:

1.	\$138,880.79	Court Security Personnel Expenses
2.	\$ 25,200.00	DAP Video Conferencing Services
3.	\$ 12,175.00	Camera Security System

We can produce supporting documentation regarding the above-referenced items. We greatly appreciate your past support as well as the opportunity to apply for additional funding to sustain and improve our security measures. Should you need any additional information, please feel free to contact us.



County's Approval

County Representative - I have reviewed this application and approve the request. By checking Yes and typing my name below, I am electronically signing this application.

☒ Yes

County Representative - Name

Ron COOK

County Representative - Title

Commissoner

County Representative - Email

rcook@prowerscounty.net



Sheriff's Approval

Sheriff - I have reviewed this application and approve the request. By checking Yes and typing my name below, I am electronically signing this application.

☒ Yes

Sheriff - Name

Sam Zordel

Sheriff - Email

szordel@powerscounty.net



Chief Judge's Approval

Chief Judge - I have reviewed this application and approve the request. By checking Yes and typing my name below, I am electronically signing this application.

☒ Yes

Chief Judge - Name

Mike Davidson

Chief Judge - Email

mike.davidson@judicial.state.co.us



Budget

Proposed Budget Summary

Expense Budget

	Grant Funded	Total Budgeted
Personnel		
Court Security Personnel	\$138,880.79	\$138,880.79
Subtotal	\$138,880.79	\$138,880.79
Equipment		
Security Camera System	\$12,175.00	\$12,175.00
Subtotal	\$12,175.00	\$12,175.00
Other		
DAP Video Detention Hearings	\$25,200.00	\$25,200.00
Subtotal	\$25,200.00	\$25,200.00
Total Proposed Cost	\$176,255.79	\$176,255.79

Revenue Budget

	Grant Funded	Total Budgeted
Grant Funding		
Award Requested	\$176,255.79	\$176,255.79
Subtotal	\$176,255.79	\$176,255.79
Total Proposed Revenue	\$176,255.79	\$176,255.79

Proposed Budget Detail

See attached spreadsheet.

Proposed Budget Narrative

Personnel

Describe how the amount was calculated, including the anticipated annual hours.

Court Security Personnel

As a result of the continued Court Security Grant funding, we have been able to sustain our Court Security Personnel at the courthouse entrance, which is our highest priority. We anticipate annual 2080 hours for this position plus around 850 hours of overtime per year. In addition to this security personnel, we would like to obtain funding to provide additional 2080 hours of security personnel in our courtrooms during trials. The total FTE for courthouse



security personnel under this model would be 2, costing approximately \$138,880.79.

Equipment

Describe each item to be purchased, including the quantity and price.

Security Camera System

The County is currently updating the existing security camera system for the Courthouse at County expense of \$14,700. With the new server, we can add additional cameras at a lower cost than in the past. We request 16 additional security cameras for the protection of our employees and citizens. These cameras would be placed on all 4 sides of the courthouse & in parking areas. The cost for this added security would be \$12,175.00.

Other

Describe each item to be purchased, including the quantity and price.

DAP Video Detention Hearings

We would like to continue to contract with Detention Alternative Program (DAP) in Pueblo County at the annual rate of \$25,200.00 to provide staff support to accommodate video detention hearings, saving the County and Courts time and money each year while offering appropriate legal services to citizens.

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 5-9-2023

Submitter: Jana Coen, Prowers County Clerk

Submitted to the County Administration Office on: 4-25-2023

Return Originals to: Jana Coen, Prowers County Clerk

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 4-25-2023 verbal poll approval of Grant Award Agreement in the amount of \$2,675.00, between Colorado Department of State (CDOS) and Board of County Commissioners, Prowers County, Colorado for a Democracy Suite Image Cast X (ICX) Printer in the Elections Department, and Authorizing Ron Cook, Chairman of the Board to execute the document electronically.

Justification or Background:

Count is eligible for reimbursement of funds

Fiscal Impact: This item is budgeted in the following account code:

County: \$ 575.00

Federal: \$1,910.75

State: \$ 764.25

Other: \$_____

Approved by the County Attorney on: 4-19-2023

GRANT AWARD LETTER
SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

State Agency Colorado Department of State (CDOS)	Grant Amount (Federal Funds) State Fiscal Year 2022-23: \$1,910.75 Total for all State Fiscal Years: \$1,910.75
Grantee Board of County Commissioners of Prowers County	
UEI Number: Y8C4HSXY95M6	Grant Amount (Local State Match) State Fiscal Year 2022-23: \$764.25 Total for all State Fiscal Years: \$764.25
Grant Issuance Date The later of April 4, 2023 or the date the State Controller or an authorized delegate signs this Grant Letter	Grant Amount (Total Federal and State Match) Total for all Funds for All State Fiscal Years \$0.00
Grant Expiration Date December 26, 2025	CORE #: CT, VAAA, HAVA, 2023-3528
Grant Authority <p>On April 17, 2018, the Colorado Department of State (CDOS) received an initial Help America Vote Act (HAVA) Election Security Award from the US Election Assistance Commission (EAC). The Award, which includes twenty percent in State matching funds, grants CDOS the "discretion as to if and how [it] make[s] available funds to local election jurisdictions." HAVA funds are continuously appropriated to the Department of State pursuant to §1-1.5-106(2)(b) C.R.S. CDOS is authorized to make such awards to counties by §1-1.5-106(7) C.R.S.</p> <p>On June 17, 2004, the Colorado Department of State (CDOS) received an initial Help America Vote Act (HAVA) Section 251 Award of the HAVA Act from the US Election Assistance Commission (EAC). The Award, which includes five percent in State matching funds, grants CDOS the "discretion as to if and how [it] make[s] available funds to local election jurisdictions." HAVA funds are continuously appropriated to the Department of State pursuant to §1-1.5-106(2)(b) C.R.S. CDOS is authorized to make such awards to counties by §1-1.5-106(7) C.R.S.</p> <p>Grant Agreement: CO1801001-01 Catalog of Federal Domestic Assistance (CFDA) #: 90.404</p> <p>Grant Agreement: CO11RP01-01 Catalog of Federal Domestic Assistance (CFDA) #: 90.401</p>	
Grant Purpose This grant program (the ICX Printer Grant Program) is to assist Colorado counties with the costs of acquiring the new HP M404dn printer(s) for use with their Dominion ImageCast X (ICX) ballot marking device which provides flexibility when using the uniform ballot option. The uniform ballot functionality improves the administration of federal elections by removing the QR code from ICX ballots and instead produces an ICX ballot that looks the same as mail ballots. Use of the uniform ballot requires additional space for ballot content and a potential increase in ballot card size, especially for federal elections. Acquisition of the new printer will give counties the option to use ballot cards larger than 14 inches.	
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Grant: <ol style="list-style-type: none"> 1. Exhibit A, Statement of Work. 2. Exhibit B, Budget. 	

3. Exhibit C, Federal Provisions.
4. Exhibit D, County Grant Application

In the event of a conflict or inconsistency between this Grant and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Exhibit C, Federal Provisions.
2. The provisions of the other sections of the main body of this Grant.
3. Exhibit A, Statement of Work.
4. Exhibit B, Budget.
5. Exhibit D, County Grant Application

SIGNATURE PAGE

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

<p>STATE OF COLORADO Jared S. Polis, Governor Colorado Department of State Jena M. Griswold, Secretary of State</p> <hr/> <p>By: Christopher Beall, Deputy Secretary of State</p> <p>Date:</p>	<p>BOARD OF COUNTY COMMISSIONERS OF PROWERS COUNTY</p> <hr/> <p>By: Ron Cook, BOCC Chairman</p> <p>Date:</p>
<p>In accordance with §24-30-202 C.R.S., this Grant 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> <hr/> <p>By: Brad Lang, Controller & Budget Director, Department of State, OSC Delegate</p> <p>Date:</p>	

1. GRANT

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the "State") hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the "Grantee") an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. TERM

A. Initial Grant Term and Extension

The Parties' respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with an updated Grant Award Letter showing the new Grant Expiration Date.

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

C. Grantee's Termination Under Federal Requirements

Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "Budget" means the budget for the Work described in Exhibit B.

- B. **"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.
- C.
- D. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1, *et seq.*, C.R.S.
- E. **"Grant Award Letter"** means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.
- F. **"Grant Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.
- G. **"Grant Expiration Date"** means the Grant Expiration Date shown on the first page of this Grant Award Letter.
- H. **"Grant Issuance Date"** means the Grant Issuance Date shown on the first page of this Grant Award Letter.
- I. **"Exhibits"** exhibits and attachments included with this Grant as shown on the first page of this Grant
- J. **"Extension Term"** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter
- K. **"Federal Award"** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Regulations 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. US Election Assistance Commission (EAC) is the Federal Awarding Agency for the Federal Award which is the subject of this Grant.
- M. **"Goods"** means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- N. **"Incident"** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- O. **"Initial Term"** means the time period between the Grant Issuance Date and the Grant Expiration Date.
- P. **"Matching Funds"** means the funds provided Grantee as a match required to receive the Grant Funds.
- Q. **"Party"** means the State or Grantee, and **"Parties"** means both the State and Grantee.
- R. **"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 and 24-73-101, C.R.S.

- S. **“Recipient”** means the State Agency shown on the first page of this Grant Award Letter, for the purposes of the Federal Award.
- T. **“Services”** means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.
- U. **“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 Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, 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.
- V. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- W. **“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.
- X. **“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.
- Y. **“Sub-Award”** means this grant by the State (a Recipient) to Grantee (a Subrecipient) funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- Z. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- AA. **“Subrecipient”** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization 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 Grant, 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 delivery of the Goods and performance of the Services described in this Grant Award Letter.

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, and any other results of the Work. **“Work Product”** does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Award Letter 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 Grant Award Letter and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

5. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. 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. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Grant Issuance Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

B. 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.

C. Matching Funds

Grantee shall provide the Local Match Amount shown on the first page of this Grant Award Letter and described in Exhibit A (the “Local Match Amount”). Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Grant Award Letter each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Grant Award Letter irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant Award Letter is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee’s laws or policies.

D. Reimbursement of Grantee Costs

The State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter 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 Grant Award Letter 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 the State's review and approval thereof, subject to the provisions of this Grant. The State shall only reimburse allowable costs 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 Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter 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 1 year and 90 days after the Grant Expiration Date 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. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in §5.E, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

B. 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 and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. In addition, the Grantee shall provide a copy of all records pertaining to the Grant to the State, to enable the State to comply with the extended retention period of its grant from the EAC. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of

business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee. 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. If Grantee enters into a subcontract or subgrant with an entity that would also be considered a Subrecipient, then the subcontract or subgrant entered into by Grantee shall contain provisions permitting both Grantee and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

C. 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 Grant 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 hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. 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. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: (i) the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and (iv) the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. 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 Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements 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 restrictions to the State upon request.

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 Grant, 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. 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.

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

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 Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and 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 Grant. 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.

10. INSURANCE

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

11. REMEDIES

In addition to any remedies available under any exhibit to this Grant Award Letter, if Grantee fails to comply with any term or condition of this Grant or any terms of the Federal Award, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant funds to the State in the State's sole discretion. The State may also terminate this Grant Award Letter at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

12. DISPUTE RESOLUTION

Except as herein specifically provided otherwise or as required or permitted by federal regulations related to any Federal Award that provided any of the Grant Funds, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

13. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §13.

14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

15. GOVERNMENTAL IMMUNITY

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

16. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Grant 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 Grant Award Letter.

B. Captions and References

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

C. Entire Understanding

This Grant Award Letter 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 Grant Award Letter.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

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

Any reference in this Grant Award Letter 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 Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. 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 Contract by reference.

G. Severability

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

H. Survival of Certain Grant Award Letter Terms

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

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Award Letter, 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.

K. Compliance with State and Federal Law, Regulations, and Executive Orders

Grantee shall comply with all State and Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Grant.

L. Accessibility

Grantee shall comply with and adhere to Section 508 of the U.S. Rehabilitation Act of 1973, as amended, and §§24-85-101, *et seq.*, C.R.S. Grantee shall comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards and available at <https://www.w3.org/TR/WCAG21/>.

EXHIBIT A, STATEMENT OF WORK

A. Introduction

Counties who acquire the new HP M404dn printer(s) for use with their Dominion ImageCast X (ICX) ballot marking device provide flexibility when using the uniform ballot option. The uniform ballot functionality removes the QR code from ICX ballots and instead produces an ICX ballot that looks the same as mail ballots. Use of the uniform ballot requires additional space for ballot content and a potential increase in ballot card size, especially for Federal Elections. Acquisition of the new printer will give counties the option to use ballot cards larger than 14 inches.

B. Grantee Eligibility

Each Colorado County that uses the Dominion Democracy Suite voting system is eligible to receive a grant under the ImageCast X (ICX) Printer Grant Program. CDOS will review county applications, determine the amount of funding for which each county is eligible, and determine the required allocation between the federal Sub-Award and local funds. Counties will be reimbursed only for the actual and direct costs of purchasing the ICX Printers, including shipping and any associated trusted build costs in accordance with the Budget provided in Exhibit B.

C. Costs Eligible for Reimbursement

CDOS expects the printers to have a useful life of greater than four years based on the useful lives of printers in the past. As such, there are five Federal Elections and two Coordinated Elections (which equates to $5/7 = 71.43\%$) in a four-year election cycle. Therefore, CDOS will reimburse the Grantee 71.43% of the costs for printers and their shipping that are used in both coordinated and Federal Elections and 100.00% of the cost for the printers and their shipping that are solely used for Federal Elections.

D. Reimbursement Formula

Grantee will be reimbursed based on the formula and calculated detailed in Exhibit B.

E. Application for Reimbursement

To be eligible for reimbursement under this grant agreement, the grantee must take the following actions:

1. Grantee must submit a complete, accurate application, including a quote for the printers and all associated costs from their vendor to CDOS not later than September 1, 2025.
2. CDOS will review the application and provide the maximum amount eligible for reimbursement in Exhibit B of this grant agreement.
3. Once this grant agreement has been signed by all parties, CDOS will provide the grantee with a letter approving the grantee to purchase the equipment.
4. Grantee must incur all eligible expenses prior to the Grant Expiration Date and submit an invoice and also a final accounting of expenditures made to CDOS on a form approved by CDOS not later than November 1, 2025 to be reimbursed under this grant agreement. All documentation shall be submitted to Jessi.Romero@coloradosos.gov.

5. Upon receipt, CDOS shall review the final accounting of expenditures documentation. If the final accounting sheet reflects the purchases made are reimbursable as defined in this agreement and the total cost does not exceed the maximum amount authorized in Exhibit B of this grant agreement, then CDOS shall reimburse the Grantee by Electronic Funds Transfer (EFT) or warrant.
6. Any costs in excess of the maximum amount provided in Exhibit B of this grant agreement require modification of this grant agreement before being incurred by the Grantee.
7. Grantee must retain all invoices and receipts documenting all costs associated with this grant until three years from the Close Out of this grant agreement. Invoices and receipts must be provided to CDOS at any time upon request. In addition, the Grantee shall provide a copy of all records pertaining to the Grant to the State to enable the State to comply with the extended retention period of its grant from the EAC. ***Grantee is solely responsible for retaining documentation proving all eligible expenses were incurred. If Grantee cannot provide documentation upon request or a cost is deemed ineligible, Grantee may be required to return***

F. Federal Funds

This grant includes federal funds and is a sub-award as defined in §3 of this Grant Award Letter. Grantee acknowledges and accepts that it is a sub-recipient of CDOS's grant from the US Elections Assistance Commission. The Grant Number and Catalog of Federal Domestic Assistance (CFDA) number are provided upon the initial page of this grant agreement document.

EXHIBIT B, BUDGET

This Exhibit B shows the formula for calculating the maximum reimbursement amount for which the Grantee is eligible under this grant agreement.

Table 1 – Grantee County ImageCast X (ICX) Printer Requirements

Item	Quantity
Number of ICXs/Printers Used for 2022 General Election	1
Number of ICXs/Printers Used for 2021 Coordinated Election	1
Difference	0

Table 2 – Maximum Grantee Reimbursement Amount Calculation for Printer Costs

Item	Quantity	Unit Cost	Federal Amount (Reimbursement)	Local Match Amount	Total
ICX Printers – Coordinated and General Elections	1	\$575	71.43% = \$410.72	28.57% ¹ = \$164.28	\$575
ICX Printers – General Elections Only ²	0	\$575	100% = \$0		\$0
Maximum Amount: Printers					\$575

¹ The Federal and Local Amounts are calculated as described in §C of Exhibit A – Statement of Work.

² By definition, all general elections have one or more federal contests on them. General elections have greater elector participation and therefore require additional equipment. As a result, the additional equipment on this line is used exclusively for elections with federal contests and is eligible for 100% reimbursement from HAVA funds.

Table 3 – Maximum Grantee Reimbursement Amount Calculation for Printer Shipping and Support Costs

Item	Percentage of Printers out of Total Printers	Total Cost of Item	Federal Amount (Reimbursement)	Local Match Amount	Total
Shipping: ICX Printers – Coordinated and General Elections	100%	\$100	71.43% = \$71.43	28.57% = \$28.57	\$100
Shipping: ICX Printers – General Elections Only	0%	\$100	100% = \$0		\$0
Support: ICX Printers – Coordinated and General Elections	100%	\$2,000	71.43% = \$1,428.60	28.57% = \$571.40	\$2,000
Support: ICX Printers – General Elections Only	0%	\$2,000	100% = \$0		\$0
Maximum Amount: Shipping and Support					\$2,100

Table 4 – Summary of Federal Sub-Grant and Local Match Amounts

Item	Federal Amount (Reimbursement)	Local Match Amount	Cumulative Total
ICX Printers	\$410.72	\$164.28	\$575
ICX Printers: Shipping	\$71.43	\$28.57	\$100
ICX Printers: Support	\$1,428.60	\$571.40	\$2,000
Maximum Amount	\$1,910.75	\$764.25	\$2,675

EXHIBIT C, FEDERAL PROVISIONS

1. APPLICABILITY OF PROVISIONS.

- 1.1. The Grant 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 Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.
- 1.2. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

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 Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
 - 2.1.2. "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>.
 - 2.1.3. "Entity" means:
 - 2.1.3.1. a Non-Federal Entity;
 - 2.1.3.2. a foreign public entity;
 - 2.1.3.3. a foreign organization;
 - 2.1.3.4. a non-profit organization;
 - 2.1.3.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
 - 2.1.3.6. a foreign non-profit organization (only for 2 CFR part 170) only);
 - 2.1.3.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
 - 2.1.3.8. a foreign for-profit organization (for 2 CFR part 170 only).
 - 2.1.4. "Executive" means an officer, managing partner or any other employee in a management position.
 - 2.1.5. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1
 - 2.1.6. "Grant" means the Grant to which these Federal Provisions are attached.
 - 2.1.7. "Grantee" means the party or parties identified as such in the Grant to which these Federal Provisions are attached.

- 2.1.8. "Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 2.1.9. "Nonprofit Organization" means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
 - 2.1.9.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 2.1.9.2. Is not organized primarily for profit; and
 - 2.1.9.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.10. "OMB" means the Executive Office of the President, Office of Management and Budget.
- 2.1.11. "Pass-through Entity" means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.12. "Prime Recipient" means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.13. "Subaward" means an award by a Prime 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 Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. 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" or "Subgrantee" 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 does not include an individual who is a beneficiary of a federal program.
- 2.1.15. "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>.
- 2.1.16. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:
 - 2.1.16.1. Salary and bonus;
 - 2.1.16.2. 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;

- 2.1.16.3. 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;
- 2.1.16.4. Change in present value of defined benefit and actuarial pension plans;
- 2.1.16.5. Above-market earnings on deferred compensation which is not tax-qualified;
- 2.1.16.6. 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.

2.1.17. "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.

2.1.18. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. 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.

3. COMPLIANCE.

- 3.1. Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. 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, at its discretion, may provide written notification to Grantee 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. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee 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. Grantee shall provide its DUNS number to its Prime Recipient, and shall update Grantee's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Grantee's information.

5. TOTAL COMPENSATION.

- 5.1. Grantee 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 \$30,000 or more; and
 - 5.1.2. In the preceding fiscal year, Grantee 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. \$30,000,000 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
- 5.1.2.3. 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. If Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Grantee's obligations under this Grant.

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 \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, 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 Grantee is a Subrecipient, Grantee 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 (FAIN) assigned by a Federal agency to a Prime Recipient 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 if more than one electronic funds transfer (EFT) account;
 - 8.1.1.3. Subrecipient parent's organization 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 5 most highly compensated Executives if the criteria in §4 above are met; and

8.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

8.1.2. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Grant, 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 applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

9.3. 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 Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

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 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 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 Subpart 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 2 CFR 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 Subpart F-Audit Requirements.

12. GRANT PROVISIONS FOR SUBRECIPIENT CONTRACTS.

- 12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Grant.
 - 12.1.1. [Applicable to federally assisted construction contracts.] 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.
 - 12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

- 12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of "funding agreement" under 37 CFR 401.2 (a) and the Prime Recipient or 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 agreement," the Prime Recipient or 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 Agreements," and any implementing regulations issued by the Federal 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 awardees 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 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.
- 12.1.7. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never contract with the enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

13. CERTIFICATIONS.

- 13.1. Unless prohibited by Federal statutes or regulations, Prime 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 Grantee 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.

15. EVENT OF DEFAULT AND TERMINATION.

- 15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant 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 Grant, at law or in equity.
- 15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:
 - 15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
 - 15.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
 - 15.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
 - 15.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
 - 15.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

EXHIBIT D, COUNTY GRANT APPLICATION

The county's grant application as submitted to the Department of State appears on the following pages.

(The rest of this page is intentionally left blank.)

STATE OF COLORADO
Department of State
1700 Broadway, Suite 550
Denver, CO 80290



Jena M. Griswold
Secretary of State
Judd Choate
Director, Elections Division

Democracy Suite ICX Printer Reimbursement Grant Application

**For the reimbursement of costs associated to the acquisition of the HP M404dn printer
for use with Dominion's ICX ballot marking device**

County Application Information

County: **Prowers**

Date of Application Submission: 2/7/23

UEI Number: Y8C4HSXY95M6

DUNS Number: 014854343

County Mailing Address: 301 S. Main St., Ste. 210, Lamar, CO 81052

County Point of Contact (this person will be listed as the County's Principal Representative in the grant agreement)

Name: Jana Coen - Prowers County Clerk Phone: 719-336-8011

Email: jcoen@prowerscounty.net

Signing Authority for Grant Agreement (this person will be on the signature block for the grant agreement)

Name: Ron Cook

Official Title: BOCC Chairman

Email Address: rcook@prowerscounty.net

Voting System Use Information

Total # of ICX ballot marking devices that were used in the 2022 General Election:

1

Total # of ICX ballot marking devices that were used In 2021 Coordinated Election:

1

Difference between the # of ICXs used for the General and Coordinated Election:

C

You must include with your application all quotes and estimates listing the itemized costs associated to the acquisition, shipping, and installation of the HP M404dn printer for use with ICX ballot marking devices.

Additional Notes

Please provide any additional information or considerations you believe we should be aware of below:

--

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 5-9-2023

Submitter: Paula Gonzales, HR Director

Submitted to the County Administration Office on: 4-24-2023

Return Originals to: Sheryl Reifschneider & Jana Coen

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 4-24-2023 email poll approval for Payment of Bills and Payroll presented in the amount of \$897,431.66 with the Certification date of 4-26-2023

Justification or Background:

Fiscal Impact: This item is budgeted in the following account code:

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

PROWERS COUNTY APPROVE TO PAY

APPROVE PAYMENTS AS HEREIN SET FORTH. CHECK NUMBERS AS LISTED BELOW ARE ALL INCLUSIVE, ARE SET OPPOSITE THEIR NAMES, AND TOTALING THE SUM OF: \$897,431.66
DRAWN ON COUNTY GENERAL FUNDS. DATED AS OF: **April 26, 2023**

DATED AS OF: April 26, 2023

#

	A/P	PAYROLL	FRINGES
COUNTY GENERAL FUND	\$ 25,434.00	305,864.29	83,601.58
ARPA FUND	\$ -	-	-
FSA ACCOUNT	\$ -		
BOOKING FEES ACCOUNT	\$ -	1,467.93	
PUBLIC HEALTH AGENCY	\$ -	110,542.61	25,738.52
ROAD & BRIDGE FUND	\$ 3,419.50	65,316.08	16,275.16
SALES & USE TAX FUND	\$ -		
CONSERVATION TRUST FUND	\$ -		
CAPITAL FUND	\$ -		
OTHER AGENCIES FUND	\$ -		
LODGING TAX FUND	\$ -	211.75	60.02
CRMC FUND	\$ -	125,158.84	34,924.59
OPC FUND	\$ -	74,589.71	24,827.08
Totals	\$ 28,853.50	\$ 683,151.21	\$ 185,426.95

DATE: April 26, 2023

DATE: April 26, 2023

DATE: April 26, 2023

DATE: April 26, 2023

BOCC CHAIRMAN

COMMISSIONER

COMMISSIONER

CLERK TO THE BOARD

Total Paid Approve To Pay	\$	897,431.66
AP + Fringes	\$	214,280.45
Total Pd Certification - Payroll	\$	214,280.45
Total Payroll + Fringes	\$	868,578.16

Ending Check No.	69082
Beginning Check No.	69067

Total Number of Checks:

1

16

STATE OF COLORADO }
 } SS:
COUNTY OF PROWERS }

Prowers County Treasurer's Office

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 5-9-2023

Submitter: Jana Coen, Prowers County Clerk

Submitted to the County Administration Office on: 4-25-2023

Return Originals to: Jana Coen, Prowers County Clerk

Number of originals to return to Submitter: 2

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 4-25-2023 verbal poll approval for First Amendment to the Voting System and Managed Service Agreement between Dominion Voting Systems, Inc. and Prowers County, CO, term ending December 31, 2032.

Justification or Background:

Fiscal Impact: This item is budgeted in the following account code:

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

Approved by the County Attorney on: 4-17-2023

FIRST AMENDMENT

TO THE VOTING SYSTEM AND MANAGED SERVICES AGREEMENT BY AND BETWEEN DOMINION VOTING SYSTEMS, INC. AND PROWERS COUNTY, CO

This First Amendment to the Voting System and Services Agreement ("First Amendment") is made and entered into as of this 1st Day of April 2023 (the "First Amendment Effective Date") by and between Prowers County, CO ("Customer") and Dominion Voting Systems, Inc., a Delaware corporation ("Dominion").

RECITALS

WHEREAS, on January 1, 2017, the Customer and Dominion entered into a Voting System and Managed Services Agreement (the "Agreement"); and

WHEREAS, the Customer and Dominion desire to amend the Agreement; and

THEREFORE, in consideration of the mutual covenants and obligations herein contained, and other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Customer and Dominion agree as follows:

AMENDMENT

1. Recitals Incorporated. The above recitals are true and correct and incorporated herein by this reference as if fully set forth.

2. Term of Agreement. Paragraph 3 of the Agreement is amended to read as follows:

"Term of Agreement. The Term of this Agreement shall begin on the Effective Date and shall continue until December 31, 2032."

3. Replacement of Exhibit A. Exhibit A is deleted in its entirety and replaced with Exhibit A-1, attached hereto and incorporated herein by this reference. All references to "Exhibit A" in the Agreement are hereby replaced with references to "Exhibit A-1."

4. All Other Terms. Except as expressly amended in this First Amendment, all other Agreement terms shall remain in full force and effect.

[signatures on following page]


IN WITNESS WHEREOF, the parties have executed this First Amendment to the Agreement to be effective as of the First Amendment Effective Date.

PROWERS COUNTY, CO

DOMINION VOTING SYSTEMS, INC.
A Delaware Corporation



AUTHORIZED SIGNATURE



AUTHORIZED SIGNATURE

Ron Cook

PRINTED NAME

John Poulos

PRINTED NAME

Bocc Chairman

TITLE

President & CEO

TITLE

4-25-2023

DATE

4/21/2023

DATE

EXHIBIT A-1**VOTING SYSTEM AND MANAGED SERVICES AGREEMENT
BY AND BETWEEN DOMINION VOTING SYSTEMS
AND PROWERS COUNTY, CO****PRICING SUMMARY AND DELIVERABLES DESCRIPTION**

1. Pricing and Deliverables Summary - From the full list of available items in the Master Voting System Agreement between Dominion and the Colorado Secretary of State, the Customer has chosen implement the items and corresponding quantities specifically identified in the table below. Any other services, consumables, products, or differing quantities not specifically identified in this Agreement are available for purchase by the Customer at the prices listed in the Master Voting System Agreement between Dominion and Colorado Secretary of State.

All pricing is in U.S. Dollars and conforms to the Master Voting System Agreement between Dominion and the Colorado Secretary of State, to the extent applicable. Capitalized terms used but not defined in this Exhibit A-1 shall have the meanings ascribed to them in the Voting System Agreement. Any ballot setup services or other election services provided to the Customer by Dominion shall be invoiced and paid for separately from this agreement.

DESCRIPTION	QTY
Central Scanning: Absentee / Vote By Mail Hardware	
ImageCast Central Kit – M160	1
ImageCast Central Kit – G2140	1
ICC Workstation	1
In-Person Voting: Polling Location Hardware	
ICX Voter Card Activation Station	2
Ballot Marking Device Printer	2
Image Cast X Classic Tablet (Avalue – 21")	2
ImageCast X Voting Booth	2
ImageCast X Classic Voter Activation Kit	2
Accessories	
ImageCast X Classic Transportation Bag – Single	2
Consumables/Parts	
Ink Cartridge - ICC Black Imprinter	1
Imprinter Mechanism	1
Election Management Hardware	
EMS Express Server Kit	1
EMS Adjudication Workstation Kit	1
Monitor – 24" LED	1
Report Printer	1
Annual License / Warranty	
Democracy Suite License	1
Adjudication Application License	1
ImageCast Central – G2140 License	1
ImageCast Central – M160 License	1
ImageCast X Classic BMD 21" License	2
ImageCast X Classic BMD 21" Warranty	1
ImageCast Central – M160 Extended Warranty	1
ImageCast Central – G2140 Extended Warranty	1

Prowers County CO is currently in possession of the following equipment, which will not be

included in this MSA following the First Amendment Effective Date. Dominion will pick up and remove this equipment at its own expense:

Product	Quantity
ImageCast Central Scanner – M160	1
ImageCast X Accessible	2
Democracy Suite Hardware Express – 7 server	1
Adjudication Workstation	1

1.1 **Pricing Summary.** The Customer has selected the managed services option, instead of an outright purchase. The prices detailed in the summary above conform to the Master Agreement. The price outlined in Section 1.1 and 1.2 is the corresponding managed services price, as agreed to by the Customer.

1.2 **Payment Summary.** The following is the invoicing schedule for the annual Customer payments. The Customer shall pay invoices in a timely manner and no later than thirty (30) calendar days from receipt of a Dominion invoice. All payments shall be made in U.S. Dollars. Prices include shipping.

1.2.1 Year 1 shall cover the time period from the Agreement Effective Date through 12/31/2017. The Year 1 invoice of \$18,813.00 shall be issued immediately after System Acceptance by the Customer.

1.2.2 Year 2: 01/01/2018 – 12/31/2018: \$19,189.26 invoice shall be issued on 01/01/2018.

1.2.3 Year 3: 01/01/2019 – 12/31/2019: \$19,573.05 invoice shall be issued on 01/01/2019.

1.2.4 Year 4: 01/01/2020 – 12/31/2020: \$19,964.51 invoice shall be issued on 01/01/2020.

1.2.5 Year 5: 01/01/2021 – 12/31/2021: \$20,363.80 invoice shall be issued on 01/01/2021.

1.2.6 Year 6: 01/01/2022 – 12/31/2022: \$20,771.07 invoice shall be issued on 01/01/2022.

1.2.7 Year 7: 01/01/2023 – 12/31/2023: \$21,186.49 invoice shall be issued on 01/01/2023.

1.2.8 Year 8: 01/01/2024 – 12/31/2024: \$21,610.22 invoice shall be issued on 01/01/2024.

1.2.9 Year 9: 01/01/2025 – 12/31/2025: \$15,914.35 invoice shall be issued on 01/01/2025.

1.2.10 Year 10: 01/01/2026 – 12/31/2026: \$16,232.64 invoice shall be issued on 01/01/2026.

1.2.11 Year 11: 01/01/2027 – 12/31/2027: \$16,557.29 invoice shall be issued on 01/01/2027.

1.2.12 Year 12: 01/01/2028 – 12/31/2028: \$16,888.44 invoice shall be issued on 01/01/2028.

1.2.13 Year 13: 01/01/2029 – 12/31/2029: \$17,226.20 invoice shall be issued on 01/01/2029.

1.2.14 Year 14: 01/01/2030 – 12/31/2030: \$17,570.73 invoice shall be issued on

01/01/2030.

1.2.15 Year 15: 01/01/2031 – 12/31/2031: \$17,922.14 invoice shall be issued on 01/01/2031.

1.2.16 Year 16: 01/01/2032 – 12/31/2032: \$18,280.59 invoice shall be issued on 01/01/2032.

2. Product Description

2.1 **ImageCast® Central Scanner (ICC).** Dominion shall provide the ImageCast® Central Scanner for use by The Customer. The ImageCast® Central Scanner is commercial off-the-shelf digital scanners configured to work with the ImageCast® Central Software for high speed ballot tabulation. Each ImageCast® Central Scanner includes the following components:

2.1.1 Document scanner

2.1.2 ImageCast® Central Software including third party Kofax VRS 4.5 software

2.1.3 OptiPlex 9020 All-in-One Series with pre-loaded software

2.1.4 iButton Security Key

2.1.5 iButton Programmer and iButton Key Switch & Cat5 RJ 45 Cables used with Democracy Suite to transfer security and election information to the iButtons for use with the ICC.

2.2 **ImageCast® Central Scanner Software.** The Parties will enter into software licenses for the ImageCast Central Scanner software, substantially in the form of Exhibit B to this Agreement. The Dominion software includes, without limitation:

2.2.1 Audit functionality, known as the AuditMark®. For each ballot that is scanned, interpreted and accepted into the unit, a corresponding ballot image is created and stored for audit purposes. The image consists of two parts described below.

- The top portion of the image contains a scanned image of the ballot.
- The bottom portion consists of a machine-generated type-out showing each mark that the unit interpreted for that particular ballot. This is referred to as an AuditMark®.

2.3 **Democracy Suite EMS Software (Full System)** platform is a set of applications tailored for all pre-voting and post-voting activities. The Democracy Suite EMS consists of the following components:

2.3.1 Election Event Designer (EED) Client Application is the primary application used for the definition and management of election event. EED is responsible for the definition of election projects. Each election project is represented as an instance of the election domain database with associated set of election project file based artifacts. The definition of the election project will be initiated by importing the election data from the SCORE system. It is important to note that an election project initiated by importing data can be further modified within the EED Client Application.

The EED can generate two types of paper ballots:

- Proofing ballots – ballots produced to allow election project stakeholders to proof ballot content and styling. These ballots cannot be processed by the ImageCast® as they don't have proper ballot barcodes. These ballots are overprinted with the text "Proofing Ballots – date/time"
- Official ballots – represent production ready, press ready ballots in PDF format with barcodes and without any overprinting.

2.3.2 Results Tally and Reporting (RTR) Client Application is the application used for the tally, reporting and publishing of election results.

- 2.4 **ImageCast® Adjudication Application** is a client and server application used to review and adjudicate ImageCast® Central Scanner ballot images. The application uses tabulator results files and scanned images to allow election administrators to make adjudications to ballots with auditing and reporting capabilities. The Adjudication Application examines such voter exceptions as overvotes, undervotes, blank contests, blank ballots, write-in selections, and marginal marks. The application works in two basic modes: election project setup and adjudication. The Adjudication Application can be used in a multi-client environment. Adjudication Application eliminates the need to physically rescan ballots, which can potentially damage the originals and cause chain-of-custody concerns.
- 2.5 **ImageCast® X Application** is an application used for touchscreen voting on tablets at a voting location, and a Democracy Suite election database. Voting sessions are initiated on the tablet by either a Smart card or the entry of a numeric code based on activation. The ballot is loaded directly onto the standalone device. All voting activity is performed at the tablet, including accessible voting. Accessible voting interfaces connect to the tablet via an adapter that supports most accessible devices, allowing voters to bring their own device. After review and completion of the ballot selections, a paper ballot is created for the voter from a printer in the voting booth, and the ballot is cast after insertion in a ballot box. The paper ballot is the official ballot. The ballots contain a textual representation of the voter's ballot selections for visual review and confirmation, and the ballots are scanned using ImageCast Central Scanner and the results are accumulated in Democracy Suite RTR.
- 2.6 **System Capabilities.** The system shall be capable of producing, scanning, printing, and tabulating ballots for elections with voter service centers and/or precinct polling locations for not less than 500,000 registered voters (active and inactive), not less than 500 precincts, 1-20 districts, 1-12 political parties, and 1-500 different ballot styles including as many as 100 ballot issues. In addition, the System must qualify for provisional certification by the Colorado Secretary of State.
- 2.7 **Ongoing telephone support.** Telephone support shall be available for Customers during the Term of the Agreement at no additional costs.

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 5/9/23

Submitter: Department of Human Services

Submitted to the County Administration Office on: 4/25/23

Return Originals to: Department of Human Services

Number of originals to return to Submitter: 1

Contract Due Date: ASAP

Item Title/Recommended Board Action:

"Consider approval of Kiowa County Public Health Intergovernmental Agreement for the Provision of the About Families and Communities Engaged for Prowers County Department of Human Services and authorize Chairman Ron Cook and Department of Human Services Director, Lanie Meyers-Mireles to execute the agreement."

Justification or Background:

Fiscal Impact: This item is budgeted in the following account code:

County: _____

Federal: \$ _____

State: _____

Other: \$ _____

Approved by the County Attorney on:

Additional Approvals (if required):

**PLEASE ATTACH THIS SHEET TO ALL AGENDA ITEMS WHEN SUBMITTING TO
COUNTY ADMINISTRATION.**

THANK YOU!



Kiowa County Public Health Agency

P. O. Box 414

1309 Maine Street Eads, CO 81036

Phone: (719) 438-5782 Fax: (719) 438-2208

Kiowa County Public Health INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION of the About Families and Communities Engaged for Baca, Cheyenne, Kiowa, and Prowers County

I. Background/Legal Authority

In 2004, a group of Colorado State Legislators established the Collaborative Management Program (CMP) to encourage and incentivize collaboration on behalf of multi-system youth. Also known as HB04-1451, the CMP defined a county level framework for collaboration whereby mandated providers must partner through a Memorandum of Understanding (MOU) and create an Interagency Oversight Group (IOG). These mandated partners include the following: Department Human Services, Division of Youth Services, Public Health, Mental Health, Domestic Abuse Provider, Regional Accountable Entity, Managed Service Organization, School District(s), and Judicial/Probation.

In September 2014, the identified mandatory partners in Baca, Cheyenne, Kiowa, and Prowers counties each formed an Interagency Oversight Group (IOG) also known as the About Families and Communities Engaged (About FACE IOG), for their respective counties, to provide services to children and families who would benefit from integrated multi-agency services.

Colorado Revised Statute 24-1.9-104(3)(a): On and after July 1, 2005, the executive director of the department of human services shall allocate the moneys in the fund, and any general fund moneys appropriated for this purpose, to provide incentives to parties to a memorandum of understanding who have agreed to performance-based collaborative management pursuant to section 24-1.9-102 (2)(i) and who, based upon the annual report to the department of human services pursuant to section 24-1.9-102 (2)(i), have successfully met or exceeded the performance measures identified in the parties' memorandum of understanding pursuant to section 24-1.9-102 (2)(i). The incentives shall be used to provide services to children and families who would benefit from integrated multi-agency services, as such population is defined by the memorandum of understanding pursuant to section 24-1.9-102 (2)(c).

II. Purpose

This Intergovernmental Agreement (IGA) is made between Kiowa County Public Health and the County Departments of Human/Social Services of Baca, Cheyenne, Kiowa, and Prowers for the purpose of employing and administering each of the counties About FACE CMP.

The said counties have entered into this Intergovernmental Agreement (IGA), which shall be in effect from July 1, 2023 through June 30, 2024 to provide fiscal oversight for the operations and employment of the About FACE CMP Coordinator in Baca, Cheyenne, Kiowa, and Prowers Counties.

III. Deliverables

A. Department of Human/ Social Service responsibilities:

1. Transfer CMP incentive funds to Kiowa County Public Health. Each county will provide timely payments as outlined in the budget request, minus any carryover funds to be divided equally among each county, and as invoiced by Kiowa County Public Health.
2. Actively participate in monthly IOG meetings.
3. Participate in ISST meetings.
4. Ensure all necessary information is entered into Trails.
5. Provide Coordinator information needed to complete the annual CMP report.
6. Financial systems and billings to ensure that contract funds are allocated and expended in accordance with the terms of the agreement.

B. Kiowa County Public Health/Coordinator responsibilities:

1. Provide supervision and guidance to the About FACE Coordinator.
2. Ensure the Coordinator is up to date on any relevant training.
3. Provide a program report to the IOG at each regular meeting to include an Operations Budget report, the number of clients served, progress and activity, and stakeholder outreach.
4. Coordinate and review the annual MOU with each participating mandatory partner for each county and submit the Draft MOU's to CDHS by May 1st of each year for review. The final MOU with signatures will be submitted to CDHS by June 30th of each year.
5. Complete the CMP annual report and submit the approved report to the Colorado Department of Human Services by July 31st of each year, and present to the IOG at the following regular monthly meeting each year.
6. Ensure all aspects of the deliverables are completed.
7. Review and analysis of:
 - a. Individual performance of the About FACE Coordinator to ensure the quality of the services being provided and the effectiveness of those services are addressing the needs of the families and service coordinators involved in the program.
 - b. Current program information to determine the extent to which the About FACE Coordinator achieves established contractual goals.
 - c. Manage any performance issues and develop interventions that will resolve concerns.

- d. Financial systems and billings to ensure that contract funds are allocated and expended in accordance with the terms of the agreement.
 - e. Kiowa County will bill a maximum indirect rate of 18.41% for the 2023 State Fiscal Year, which is subject to change in 2024.
8. Monitor to ensure that the requirements of the contract document, meet Federal, State, and County regulation policies.

IV. Duration and Terms of Agreement

This agreement becomes effective upon signature approval of all parties for a period of one year. This agreement can be terminated at any time within the year if thirty (30) days written notice is given. Renewal of this agreement will occur on an annual basis by approval of all parties and contingent upon available funding.

In the event the About FACE IOG is dissolved due to the departure of a mandatory member, as defined by statute, an emergency meeting of the IOG members will be called within seven (7) days to vote upon distribution of remaining funds and property. Distribution of remaining funds and property will be decided upon by a majority vote of 51% of the remaining members.

V. Revisions or Amendments

This agreement may be revised or amended only by the signatures of the parties to the agreement or their official successors.

(Four signature pages to follow this page.)

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of _____, 2023.

BOARD OF COUNTY COMMISSIONERS OF KIOWA COUNTY:

Donald Oswald, Chairman

Date

KIOWA COUNTY PUBLIC HEALTH:

Meagan L. Hillman, Director

Date

KIOWA COUNTY DEPARTMENT OF SOCIAL SERVICES:

Dennis O. Pearson, Director

Date

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of _____, 2023.

BOARD OF COUNTY COMMISSIONERS OF KIOWA COUNTY:

Donald Oswald, Chairman

Date

KIOWA COUNTY PUBLIC HEALTH:

Meagan L. Hillman, Director

Date

BOARD OF COUNTY COMMISSIONERS OF BACA COUNTY:

Glen R. Ausmus, Chairman

Date

BACA COUNTY DEPARTMENT OF SOCIAL SERVICES:

Jona Mills, Director

Date

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of _____, 2023.

BOARD OF COUNTY COMMISSIONERS OF KIOWA COUNTY:

Donald Oswald, Chairman

Date

KIOWA COUNTY PUBLIC HEALTH:

Meagan L. Hillman, Director

Date

BOARD OF COUNTY COMMISSIONERS OF CHEYENNE COUNTY:

Ronald R. Smith, Chairman

Date

CHEYENNE COUNTY DEPARTMENT OF HUMAN SERVICES:

Soraya Taylor, Director

Date

_____, 2023.

BOARD OF COUNTY COMMISSIONERS OF KIOWA COUNTY:

Donald Oswald, Chairman

Date _____

KIOWA COUNTY PUBLIC HEALTH:

Meagan L. Hillman, Director

Date _____

BOARD OF COUNTY COMMISSIONERS OF PROWERS COUNTY:

Ron Cook, Chairman

Date _____

PROWERS COUNTY DEPARTMENT OF HUMAN SERVICES:

Lanie Meyers-Mireles, Director

Date _____

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 5-9-2023

Submitter: Jana Coen, County Clerk

Submitted to the County Administration Office on: 4-27-2023

Return Originals to: N/A

Number of originals to return to Submitter: N/A

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval to Cancel Grant Award Agreement for the amount of \$2,675.00, between Colorado Department of State (CDOS) and Board of County Commissioners, Prowers County, Colorado for a Democracy Suite Image Cast X (ICX) Printer in the Elections Department that was approved and electronically submitted on April 25, 2023.

Justification or Background:

Reapply for a new Grant Application

Fiscal Impact: This item is budgeted in the following account code:

County: \$_____

Federal: \$_____

State: \$_____

Other: \$_____

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 05/09/2023

Submitter: Department of Human Services

Submitted to the County Administration Office on: 4/27/2023

Return Originals to: Department of Human Services

Number of originals to return to Submitter: 1

Contract Due Date: ASAP

Item Title/Recommended Board Action: Consider approval of Memorandums of Understanding to facilitate the Prowers County Hotline County Connection Center with answer and processing of Child Welfare and Adult Protection Services related Hotline calls and performing tasks outlined in the MOU's effective January 1, 2023 and ending December 31, 2023 with Custer County and authorize Lanie Meyers-Mireles, Director of Human Services, to execute the document.

Justification or Background: This MOU will allow Prowers County Hotline Connection Center to provide call coverage for child abuse/neglect and adult protective services reports for Custer County.

Fiscal Impact: This item is budgeted in the following account code: _____
County: \$ _____ Federal: \$ _____ State: \$ _____ Other: \$ _____

Approved by the County Attorney on:

Additional Approvals (if required):

MEMORANDUM OF UNDERSTANDING
Between
CUSTER COUNTY
and
PROWERS COUNTY

INTRODUCTION:

This Memorandum of Understanding ("MOU") is entered into by and between Prowers County, Colorado body corporate and politic by and through its Board of County Commissioner ("Prowers County"), and Custer County, Colorado ("Custer County") a body corporate and politic by and through its Board of County Commissioners. Prowers County and Custer County shall jointly be referred to as the "Parties."

PURPOSE:

1. This MOU is developed in partnership between Prowers County and Custer County, with confirmation by the State of Colorado ("State"), for Prowers County to manage and administer calls to the hotline regarding persons that reside in Custer County, Colorado.
2. Prowers County, through its Hotline County Connection Center ("HCCC"), agrees to answer and process Child Welfare ("CW") related and APS related hotline calls on behalf of Custer County ("Call Coverage Services"). Prowers County will perform the tasks outlined in this MOU as they relate to Call Coverage Services. Custer County will perform the tasks identified in the MOU to assist the HCCC with successfully receiving the Hotline calls so Custer County can complete the final disposition of each call.

TERM, AMENDMENT, TERMINATION:

1. Term of MOU:
 - a. This MOU becomes effective January 1, 2023 for the period of 12 months, ending December 31, 2023.
 - b. The parties shall notify each other at least 30 days prior to expiration of the MOU to execute an extension.
2. Amendments:
 - a. The Parties may request changes to this MOU, which shall be effective only upon the written agreement of the Parties.
 - b. Any changes, modifications, revisions, or amendments to this MOU shall be incorporated by written instrument, executed and signed by the Parties, and will be effective in accordance with the terms and conditions contained herein.
3. Termination:
 - a. Any party may, at its sole discretion, terminate or cancel the MOU upon 30 days' written notice to the other party.

RATE FOR SERVICES:

1. The calculations used to determine the rate of the Call Coverage Services are based on an annual projection of the number of Child Protection Program Area 5, Program Area 4, and Institutional reports taken and an equivalent number of Other Child Welfare ("Other CW") Inquiry related call reports. For purposes of this MOU, 10 Other CW calls will equal one report.
 - a. Projected numbers of Program Area 5, Program Area 4, Institutional, Other CW, and APS reports will be based on a combination of information from the Results Oriented Management data base and the actual numbers of calls received through the HCCC for the previous 12 months.

2. Custer County is allocated twelve free reports, child abuse/neglect or APS reports, each quarter for a total of 48 free reports of any type per year.
3. Prowers County has entered into agreements with other Colorado counties to provide the same services as contemplated in this MOU. In the event the HCCC must expend additional funds to accommodate adding additional positions to take calls on behalf of all of the other counties including Custer County, the cost of that expansion may be proportionately distributed amongst all of the counties that receive HCCC Call Coverage Services. Should this situation arise, Custer County will be notified 60 days in advance of any additional costs required for HCCC's services so it can determine whether to terminate the MOU.
4. Prowers County will invoice for the Call Coverage Services. Invoices shall include a description of the services performed as Custer County may request. Custer County will submit payment for services satisfactorily performed within 60 days of receipt.
5. The rates of Call Coverage Services provided to Custer County per the terms of the MOU are:

Estimated number of Child Abuse/Neglect Reports Jan 2023 – Dec 2023	9
C/W Inquiries 0 Divided by 10	0
Total Estimated Reports	9
Less the Allotment of Reports (12 per quarter)	-48
Total Estimated Reports to be billed	0
Rate per Report	\$ 23.00
Estimated Investment for C/W Reports	\$ 0.00
Estimated number of APS reports Jan 2023 – Dec 2023	2
Rate per APS Report	\$ 23.00
Estimated Investment for APS reports	\$ 0.00
Total Investment for Call Coverage services	\$ 0.00

6. Custer County will be billed quarterly for actual number of reports taken, less the allotted reports of 12 reports of any type per quarter.

JOINT RESPONSIBILITIES SHARED BETWEEN CUSTER COUNTY AND PROWERS COUNTY HCCC:

1. Both Prowers County and Custer County acknowledge that the State of Colorado Department of Human Services must approve this MOU prior to final execution.
2. This MOU was preceded by an official request for Call Coverage Services from the Board of County Commissioners for Custer County.
3. Both parties understand that nothing in this MOU supersedes or replaces each party's requirements and responsibilities to follow and adhere to all requirements as set forth in state and federal statute, Volume 7 Rules and/or Division of Child Welfare Policy.

GENERAL RESPONSIBILITIES OF PROWERS COUNTY HCCC:

1. The Prowers County HCCC will make the appropriate routing changes and take all calls for Custer County on a full-time basis. Full-time is defined as 7 days per week, 24 hours a day including holidays. All next step decisions regarding Hotline call records will be left to the discretion of Custer County. Custer County will be responsible to complete a review of all information in the Trails Hotline Application ("THA") and Trails to ensure appropriate disposition.
2. All next step decisions regarding Hotline call records will be left to the discretion of Custer County. Custer County will be responsible to complete a review of all information in THA and Trails to ensure appropriate disposition.
3. Child Welfare Reports, which can be referred to as Referrals, taken by the HCCC will be entered into the THA, submitted, and transferred to Custer County's Trails Inbox. HCCC will notify Custer County

of a referral via email during business hours and by personal contact during after-hours (pursuant to Volume 7 Rules). It will be the responsibility of Custer County to check the pending queue and manage the final disposition of all records.

a. HCCC will provide the Hotline ID and/or Referral ID number (pursuant to Volume 7 Rules) to an entity designated by Custer County.

4. If the HCCC believes the report is of an immediate response nature, the HCCC will notify Custer County while information is being entered into the THA or CAPS.
5. **Information and Referral (non-CW)** calls will be sent to Custer County's Pending Incoming Hotline Queue (pursuant to Volume 7 Rule). It will be the responsibility of Custer County to check the pending queue and manage the final disposition of all records. Call purpose will be included in the comments. Callers will be redirected back to the Custer County main Department of Human Services number. Custer County can request a brief synopsis.
6. If HCCC receives a call from **law enforcement or medical personnel** that requires immediate response from Custer County, HCCC will transfer the call to a Custer County on-call designee. If the Custer County on-call designee is not available, HCCC will take a message and continue to make attempts to notify the County. If appropriate, the HCCC will take a report while notifying the County.
7. **APS reports** will be documented in the Colorado Adult Protection System, ("CAPS") and in the THA. Once complete, the record will be transferred to the County's Pending Incoming Hotline Queue. Custer County will confirm receipt and update in the THA.
 - a. If an APS call is regarding an adult over 70 years old, the HCCC will document the call in the THA and advise the reporter to call local law enforcement. The HCCC will then notify the County of the call.
 - b. Notification to Custer County that an APS report has been taken by the HCCC will be made by email during both open and after-hours.

GENERAL RESPONSIBILITIES OF CUSTER COUNTY:

1. Custer County will provide an updated list of on-call Custer County employees' name(s) or designees and telephone/cellphone numbers and email addresses at all times. The on-call list will include backup contact name(s) and number(s) and email addresses in case the first employee is unable to answer within the notification time frame as outlined in Volume 7 Rules. If the designee changes, it is Custer County's responsibility to immediately inform the HCCC of the change and to provide the required contact information.
2. Custer County will notify the HCCC of any special circumstances where Custer County staff will be unavailable by email (business hours) or voice telephone/cellphone (i.e. employees are in court, meetings, training after-hours, etc.) Custer County should make every attempt to identify another entity that can receive notifications. This can be any entity designated by Custer County.

GENERAL PROVISIONS:

1. This MOU is not intended to create any agency or employment relationships between the parties nor is it intended to create any third-party rights or beneficiaries.
2. Nothing contained herein shall be construed as a waiver of any party or any immunity at law including immunity granted under the Colorado Governmental Immunities Act.
3. No modification or waiver of this MOU or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.
4. This MOU and the parties conduct hereunder shall be subject to local, state and federal laws and regulations, including requirements associated with confidentiality of information and HIPAA privacy requirements.

5. The Parties to this MOU are subject to the provisions of Colorado Constitution, Article X, Section 20 regarding multiple fiscal year obligations. Therefore, no obligation extending beyond December 31, 2023 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2024 providing for payment of such obligations. Custer County shall immediately notify Prowers County should funding under this MOU fail to be appropriated in such instance, Prowers County may immediately terminate this MOU.
6. All three of the authorizing and confirming agencies listed below must agree to the conditions set forth in the proceeding document before the MOU can be finalized.
7. All signatories have the appropriate delegation of authority to sign this MOU.
8. This MOU is subject to all applicable federal, state and local laws, regulations and rules, whether now in force or hereafter enacted or promulgated. If any term or provision of this MOU is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Meeting the terms of this MOU shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.
9. No third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this MOU shall give or allow any such claim or right of action by any other or third person or entity on such MOU. It is the express intention of the parties hereto that any person or entity, other than the Parties, receiving services or benefits under this MOU shall be deemed to be incidental beneficiaries only.
10. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this MOU. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this MOU. No provision of this MOU shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitation of liability provided to each Party by the Colorado governmental Immunity Act, C.R.S. 24-101-101 et seq. and Article XI of the Colorado Constitution.

Approving Entities

Signed: Kevin V. Day
Name: KEVIN V. DAY
Title: _____
Entity: _____

Approving Entities

Signed: _____
Name: _____
Title: _____
Entity: _____

State Confirmation

Date: _____
Signed: Ann Williams
Name: Williams
Title: _____
Entity: _____

~~Digitally signed~~
by Ann Williams
Date: 2023.04.27
12:21:04 -06'00'

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 04/25/2023

Submitter: Department of Human Services

Submitted to the County Administration Office on: 4/27/23

Return Originals to: Department of Human Services

Number of originals to return to Submitter: 1

Contract Due Date: ASAP

Item Title/Recommended Board Action: Consider approval of Memorandums of Understanding to facilitate the Prowers County Hotline County Connection Center with answer and processing of Child Welfare and Adult Protection Services related Hotline calls and performing tasks outlined in the MOU's effective January 1, 2023 and ending December 31, 2023 with Summit County and authorize Lanie Meyers-Mireles, Director of Human Services, to execute the document.

Justification or Background: This MOU will allow Prowers County Hotline County Connection Center to provide coverage for child abuse/neglect and adult protective services reports for Summit County.

Fiscal Impact: This item is budgeted in the following account code:
Estimated revenue in the amount of \$17,020.00.

Approved by the County Attorney on:

Additional Approvals (if required):

MEMORANDUM OF UNDERSTANDING
Between
SUMMIT COUNTY
and
PROWERS COUNTY

INTRODUCTION:

This Memorandum of Understanding ("MOU") is entered into by and between Prowers County, Colorado body corporate and politic by and through its Board of County Commissioner ("Prowers County"), and Summit County, Colorado ("Summit County") a body corporate and politic by and through its Board of County Commissioners. Prowers County and Summit County shall jointly be referred to as the "Parties."

PURPOSE:

1. This MOU is developed in partnership between Prowers County and Summit County, with confirmation by the State of Colorado ("State"), for Prowers County to manage and administer calls to the hotline regarding persons that reside in Summit County, Colorado.
2. Prowers County, through its Hotline County Connection Center ("HCCC"), agrees to answer and process Child Welfare ("CW") related and APS related hotline calls on behalf of Summit County ("Call Coverage Services"). Prowers County will perform the tasks outlined in this MOU as they relate to Call Coverage Services. Summit County will perform the tasks identified in the MOU to assist the HCCC with successfully receiving the Hotline calls so Summit County can complete the final disposition of each call.

TERM, AMENDMENT, TERMINATION:

1. Term of MOU:
 - a. This MOU becomes effective January 1, 2023 for the period of 12 months, ending December 31, 2023.
 - b. The parties shall notify each other at least 30 days prior to expiration of the MOU to execute an extension.
2. Amendments:
 - a. The Parties may request changes to this MOU, which shall be effective only upon the written agreement of the Parties.
 - b. Any changes, modifications, revisions, or amendments to this MOU shall be incorporated by written instrument, executed and signed by the Parties, and will be effective in accordance with the terms and conditions contained herein.
3. Termination:
 - a. Any party may, at its sole discretion, terminate or cancel the MOU upon 30 days' written notice to the other party.

RATE FOR SERVICES:

1. The calculations used to determine the rate of the Call Coverage Services are based on an annual projection of the number of Child Protection Program Area 5, Program Area 4, and Institutional reports taken and an equivalent number of Other Child Welfare ("Other CW") Inquiry related call reports. For purposes of this MOU, 10 Other CW calls will equal one report.
 - a. Projected numbers of Program Area 5, Program Area 4, Institutional, Other CW, and APS reports will be based on a combination of information from the Results Oriented Management data base and the actual numbers of calls received through the HCCC for the previous 12 months.

2. Summit County is allocated twelve free reports, child abuse/neglect or APS reports, each quarter for a total of 48 free reports of any type per year.
3. Prowers County has entered into agreements with other Colorado counties to provide the same services as contemplated in this MOU. In the event the HCCC must expend additional funds to accommodate adding additional positions to take calls on behalf of all of the other counties including Summit County, the cost of that expansion may be proportionately distributed amongst all of the counties that receive HCCC Call Coverage Services. Should this situation arise, Summit County will be notified 60 days in advance of any additional costs required for HCCC's services so it can determine whether to terminate the MOU.
4. Prowers County will invoice for the Call Coverage Services. Invoices shall include a description of the services performed as Summit County may request. Summit County will submit payment for services satisfactorily performed within 60 days of receipt.
5. The rates of Call Coverage Services provided to Summit County per the terms of the MOU are:

Estimated number of Child Abuse/Neglect Reports Jan 2023 – Dec 2023	770
C/W Inquiries 80 Divided by 10	8
Total Estimated Reports	778
Less the Allotment of Reports (12 per quarter)	-48
Total Estimated Reports to be billed	730
Rate per Report	\$ 23.00
Estimated Investment for C/W Reports	\$ 16,790.00
Estimated number of APS reports Jan 2023 – Dec 2023	10
Rate per APS Report	\$ 23.00
Estimated Investment for APS reports	\$ 230.00
Total Investment for Call Coverage services	\$ 17,020.00

6. Summit County will be billed quarterly for actual number of reports taken, less the allotted reports of 12 reports of any type per quarter.

JOINT RESPONSIBILITIES SHARED BETWEEN SUMMIT COUNTY AND PROWERS COUNTY HCCC:

1. Both Prowers County and Summit County acknowledge that the State of Colorado Department of Human Services must approve this MOU prior to final execution.
2. This MOU was preceded by an official request for Call Coverage Services from the Board of County Commissioners for Summit County.
3. Both parties understand that nothing in this MOU supersedes or replaces each party's requirements and responsibilities to follow and adhere to all requirements as set forth in state and federal statute, Volume 7 Rules and/or Division of Child Welfare Policy.

GENERAL RESPONSIBILITIES OF PROWERS COUNTY HCCC:

1. The Prowers County HCCC will make the appropriate routing changes and take all calls for Summit County on a full-time basis. Full-time is defined as 7 days per week, 24 hours a day including holidays. All next step decisions regarding Hotline call records will be left to the discretion of Summit County. Summit County will be responsible to complete a review of all information in the Trails Hotline Application ("THA") and Trails to ensure appropriate disposition.
2. All next step decisions regarding Hotline call records will be left to the discretion of Summit County. Summit County will be responsible to complete a review of all information in THA and Trails to ensure appropriate disposition.
3. Child Welfare Reports, which can be referred to as Referrals, taken by the HCCC will be entered into the THA, submitted, and transferred to Summit County's Trails Inbox. HCCC will notify Summit

County of a referral via email during business hours and by personal contact during after-hours (pursuant to Volume 7 Rules). It will be the responsibility of Summit County to check the pending queue and manage the final disposition of all records.

- a. HCCC will provide the Hotline ID and/or Referral ID number (pursuant to Volume 7 Rules) to an entity designated by Summit County.
4. If the HCCC believes the report is of an immediate response nature, the HCCC will notify Summit County while information is being entered into the THA or CAPS.
5. **Information and Referral (non-CW)** calls will be sent to Summit County's Pending Incoming Hotline Queue (pursuant to Volume 7 Rule). It will be the responsibility of Summit County to check the pending queue and manage the final disposition of all records. Call purpose will be included in the comments. Callers will be redirected back to the Summit County main Department of Human Services number. Summit County can request a brief synopsis.
6. If HCCC receives a call from **law enforcement or medical personnel** that requires immediate response from Summit County, HCCC will transfer the call to a Summit County on-call designee. If the Summit County on-call designee is not available, HCCC will take a message and continue to make attempts to notify the County. If appropriate, the HCCC will take a report while notifying the County.
7. **APS reports** will be documented in the Colorado Adult Protection System, ("CAPS") and in the THA. Once complete, the record will be transferred to the County's Pending Incoming Hotline Queue. Summit County will confirm receipt and update in the THA.
 - a. If an APS call is regarding an adult over 70 years old, the HCCC will document the call in the THA and advise the reporter to call local law enforcement. The HCCC will then notify the County of the call.
 - b. Notification to Summit County that an APS report has been taken by the HCCC will be made by email during both open and after-hours.

GENERAL RESPONSIBILITIES OF SUMMIT COUNTY:

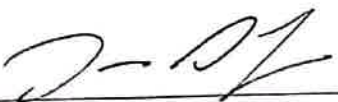
1. Summit County will provide an updated list of on-call Summit County employees' name(s) or designees and telephone/cellphone numbers and email addresses at all times. The on-call list will include backup contact name(s) and number(s) and email addresses in case the first employee is unable to answer within the notification time frame as outlined in Volume 7 Rules. If the designee changes, it is Summit County's responsibility to immediately inform the HCCC of the change and to provide the required contact information.
2. Summit County will notify the HCCC of any special circumstances where Summit County staff will be unavailable by email (business hours) or voice telephone/cellphone (i.e. employees are in court, meetings, training after-hours, etc.) Summit County should make every attempt to identify another entity that can receive notifications. This can be any entity designated by Summit County.

GENERAL PROVISIONS:

1. This MOU is not intended to create any agency or employment relationships between the parties nor is it intended to create any third-party rights or beneficiaries.
2. Nothing contained herein shall be construed as a waiver of any party or any immunity at law including immunity granted under the Colorado Governmental Immunities Act.
3. No modification or waiver of this MOU or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.
4. This MOU and the parties conduct hereunder shall be subject to local, state and federal laws and regulations, including requirements associated with confidentiality of information and HIPAA privacy requirements.

5. The Parties to this MOU are subject to the provisions of Colorado Constitution, Article X, Section 20 regarding multiple fiscal year obligations. Therefore, no obligation extending beyond December 31, 2023 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2024 providing for payment of such obligations. Summit County shall immediately notify Prowers County should funding under this MOU fail to be appropriated in such instance, Prowers County may immediately terminate this MOU.
6. All three of the authorizing and confirming agencies listed below must agree to the conditions set forth in the proceeding document before the MOU can be finalized.
7. All signatories have the appropriate delegation of authority to sign this MOU.
8. This MOU is subject to all applicable federal, state and local laws, regulations and rules, whether now in force or hereafter enacted or promulgated. If any term or provision of this MOU is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Meeting the terms of this MOU shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.
9. No third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this MOU shall give or allow any such claim or right of action by any other or third person or entity on such MOU. It is the express intention of the parties hereto that any person or entity, other than the Parties, receiving services or benefits under this MOU shall be deemed to be incidental beneficiaries only.
10. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this MOU. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this MOU. No provision of this MOU shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitation of liability provided to each Party by the Colorado governmental Immunity Act, C.R.S. 24-101-101 et seq. and Article XI of the Colorado Constitution.

Approving Entities

Signed: 
Name: Joanne Sprouse
Title: SCDHS Director
Entity: Summit County

Approving Entities

Signed: _____
Name: _____
Title: _____
Entity: _____

State Confirmation

Date: _____
Signed: _____
Name: _____
Title: _____
Entity: _____

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 05/09/2023

Submitter: Jana Coen, County Clerk

Submitted to the County Administration Office on: 4/28/2023

Return Originals to: N/A

Number of originals to return to Submitter: N/A

Contract Due Date:

Item Title/Recommended Board Action: Consider ratifying 4/28/2023 email poll approval to confirm the appointment of Derek Riner to the Bent/Prowers Cemetery District Board by the Bent County Commissioners on April 24, 2023

Justification or Background:

Fiscal Impact: This item is budgeted in the following account code: _____

County: \$ _____ Federal: \$ _____ State: \$ _____ Other: \$ _____

Approved by the County Attorney on:

Additional Approvals (if required):

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 5-9-2023

Submitter: Jana Coen, Prowers County Clerk

Submitted to the County Administration Office on: 5-1-2023

Return Originals to: Jana Coen, Prowers County Clerk

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 4-28-2023 email poll approval to accept the Grant Award Agreement in the amount of \$3,250.00, between Colorado Department of State (CDOS) and Board of County Commissioners, Prowers County, Colorado for a Democracy Suite Image Cast X (ICX) Printers in the Election Department and authorizing Ron Cook, BOCC Chairman to execute the document electronically

Justification or Background: Colorado Secretary of State's Grant funds

Fiscal Impact: This item is budgeted in the following account code:

County: \$_____

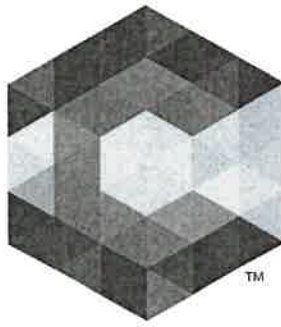
Federal: \$_____

State: \$_____

Other: \$_____

Approved by the County Attorney on: 4-28-2023

STATE OF COLORADO
Department of State
1700 Broadway, Suite 550
Denver, CO 80290



Jena M. Griswold
Secretary of State
Christopher P. Beall
Deputy Secretary of State

April 28, 2023

CORE #: CT, VAAA, HAVA, 2023-3528

Prowers County
Attn: Jana Coen, County Clerk and Recorder
301 S. Main St., Ste. 210
Lamar, CO 81052

Dear Clerk Coen:

We are pleased to inform you that Colorado Department of State (CDOS) has approved your application for funding pursuant to the ImageCast X (ICX) Printer Grant Program ("Program") in the amount of \$3,250.00. This funding is a sub-grant from CDOS's Help America Vote Act (HAVA) Section 251 Grant, including a \$928.52 Local Match amount). This letter authorizes you to proceed with the purchase of the ICX printers from Dominion Voting Systems ("Project") in accordance with the terms of this Grant Award Letter.

Attached to this letter are the terms and conditions of your Grant. Please review these terms and conditions as they are requirements of this Grant to which you Grantee agree by accepting the Grant Funds. If you are satisfied with the terms and conditions of this Grant Award Letter, please sign using the DocuSign email invitation to sign.

Should you have questions regarding this Grant, please contact: Jessi Romero at Jessi.Romero@coloradosos.gov.

Best regards,

Christopher Beall
Deputy Secretary of State

GRANT AWARD LETTER

SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

State Agency Colorado Department of State (CDOS)	Grant Amount (Federal Funds) State Fiscal Year 2022-23: \$2,321.48 Total for all State Fiscal Years: \$2,321.48
Grantee Board of County Commissioners of Prowers County UEI Number: Y8C4HSXY95M6	Grant Amount (Local State Match) State Fiscal Year 2022-23: \$928.52 Total for all State Fiscal Years: \$928.52
Grant Issuance Date The later of April 28, 2023 or the date the State Controller or an authorized delegate signs this Grant Letter	Grant Amount (Total Federal and State Match) Total for all Funds for All State Fiscal Years \$3,250.00
Grant Expiration Date December 26, 2025	CORE #: CT, VAAA, HAVA, 2023-3528
Grant Authority On April 17, 2018, the Colorado Department of State (CDOS) received an initial Help America Vote Act (HAVA) Election Security Award from the US Election Assistance Commission (EAC). The Award, which includes twenty percent in State matching funds, grants CDOS the “discretion as to if and how [it] make[s] available funds to local election jurisdictions.” HAVA funds are continuously appropriated to the Department of State pursuant to §1-1.5-106(2)(b) C.R.S. CDOS is authorized to make such awards to counties by §1-1.5-106(7) C.R.S. On June 17, 2004, the Colorado Department of State (CDOS) received an initial Help America Vote Act (HAVA) Section 251 Award of the HAVA Act from the US Election Assistance Commission (EAC). The Award, which includes five percent in State matching funds, grants CDOS the “discretion as to if and how [it] make[s] available funds to local election jurisdictions.” HAVA funds are continuously appropriated to the Department of State pursuant to §1-1.5-106(2)(b) C.R.S. CDOS is authorized to make such awards to counties by §1-1.5-106(7) C.R.S. Grant Agreement: CO1801001-01 Catalog of Federal Domestic Assistance (CFDA) #: 90.404 Grant Agreement: CO11RP01-01 Catalog of Federal Domestic Assistance (CFDA) #: 90.401	
Grant Purpose This grant program (the ICX Printer Grant Program) is to assist Colorado counties with the costs of acquiring the new HP M404dn printer(s) for use with their Dominion ImageCast X (ICX) ballot marking device which provides flexibility when using the uniform ballot option. The uniform ballot functionality improves the administration of federal elections by removing the QR code from ICX ballots and instead produces an ICX ballot that looks the same as mail ballots. Use of the uniform ballot requires additional space for ballot content and a potential increase in ballot card size, especially for federal elections. Acquisition of the new printer will give counties the option to use ballot cards larger than 14 inches.	
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Grant: 1. Exhibit A, Statement of Work. 2. Exhibit B, Budget.	

3. Exhibit C, Federal Provisions.
4. Exhibit D, County Grant Application

In the event of a conflict or inconsistency between this Grant and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Exhibit C, Federal Provisions.
2. The provisions of the other sections of the main body of this Grant.
3. Exhibit A, Statement of Work.
4. Exhibit B, Budget.
5. Exhibit D, County Grant Application

SIGNATURE PAGE

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

<p>STATE OF COLORADO Jared S. Polis, Governor Colorado Department of State Jena M. Griswold, Secretary of State</p> <hr/> <p>By: Christopher Beall, Deputy Secretary of State</p> <p>Date: _____</p>	<p>BOARD OF COUNTY COMMISSIONERS OF PROWERS COUNTY</p> <hr/> <p>By: Ron Cook, BOCC Chairman</p> <p>Date: _____</p>
<p>In accordance with §24-30-202 C.R.S., this Grant 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> <hr/> <p>By: Brad Lang, Controller & Budget Director, Department of State, OSC Delegate</p> <p>Date: _____</p>	

1. GRANT

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the "State") hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the "Grantee") an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. TERM

A. Initial Grant Term and Extension

The Parties' respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with an updated Grant Award Letter showing the new Grant Expiration Date.

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

C. Grantee's Termination Under Federal Requirements

Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **"Budget"** means the budget for the Work described in Exhibit B.

- B. **“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.
- C.
- D. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1, *et seq.*, C.R.S.
- E. **“Grant Award Letter”** means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.
- F. **“Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.
- G. **“Grant Expiration Date”** means the Grant Expiration Date shown on the first page of this Grant Award Letter.
- H. **“Grant Issuance Date”** means the Grant Issuance Date shown on the first page of this Grant Award Letter.
- I. **“Exhibits”** exhibits and attachments included with this Grant as shown on the first page of this Grant
- J. **“Extension Term”** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter
- K. **“Federal Award”** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Regulations 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. US Election Assistance Commission (EAC) is the Federal Awarding Agency for the Federal Award which is the subject of this Grant.
- M. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- N. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- O. **“Initial Term”** means the time period between the Grant Issuance Date and the Grant Expiration Date.
- P. **“Matching Funds”** means the funds provided Grantee as a match required to receive the Grant Funds.
- Q. **“Party”** means the State or Grantee, and “Parties” means both the State and Grantee.
- R. **“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 and 24-73-101, C.R.S.
- S. **“Recipient”** means the State Agency shown on the first page of this Grant Award Letter, for the purposes of the Federal Award.
 - T. **“Services”** means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.
 - U. **“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 Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, 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.
 - V. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
 - W. **“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.
 - X. **“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.
 - Y. **“Sub-Award”** means this grant by the State (a Recipient) to Grantee (a Subrecipient) funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
 - Z. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
 - AA. **“Subrecipient”** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization 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 Grant, 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 delivery of the Goods and performance of the Services described in this Grant Award Letter.

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, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Award Letter 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 Grant Award Letter and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

5. **PAYMENTS TO GRANTEE**

A. **Maximum Amount**

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. 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. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Grant Issuance Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

B. **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.

C. **Matching Funds**

Grantee shall provide the Local Match Amount shown on the first page of this Grant Award Letter and described in Exhibit A (the “Local Match Amount”). Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Grant Award Letter each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Grant Award Letter irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant Award Letter is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee’s laws or policies.

D. **Reimbursement of Grantee Costs**

The State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter 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 Grant Award Letter 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 the State's review and approval thereof, subject to the provisions of this Grant. The State shall only reimburse allowable costs 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 Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter 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 1 year and 90 days after the Grant Expiration Date 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. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in §5.E, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

B. 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 and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. In addition, the Grantee shall provide a copy of all records pertaining to the Grant to the State, to enable the State to comply with the extended retention period of its grant from the EAC. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of

business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee. 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. If Grantee enters into a subcontract or subgrant with an entity that would also be considered a Subrecipient, then the subcontract or subgrant entered into by Grantee shall contain provisions permitting both Grantee and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

C. 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 Grant 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 hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. 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. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: (i) the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and (iv) the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. 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 Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements 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 restrictions to the State upon request.

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 Grant, 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. 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.

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

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 Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and 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 Grant. 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.

10. INSURANCE

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

11. REMEDIES

In addition to any remedies available under any exhibit to this Grant Award Letter, if Grantee fails to comply with any term or condition of this Grant or any terms of the Federal Award, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant funds to the State in the State's sole discretion. The State may also terminate this Grant Award Letter at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

12. DISPUTE RESOLUTION

Except as herein specifically provided otherwise or as required or permitted by federal regulations related to any Federal Award that provided any of the Grant Funds, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

13. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §13.

14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

15. GOVERNMENTAL IMMUNITY

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

16. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Grant 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 Grant Award Letter.

B. Captions and References

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

C. Entire Understanding

This Grant Award Letter 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 Grant Award Letter.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

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

Any reference in this Grant Award Letter 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 Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. 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 Contract by reference.

G. Severability

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

H. Survival of Certain Grant Award Letter Terms

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

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Award Letter, 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.

K. Compliance with State and Federal Law, Regulations, and Executive Orders

Grantee shall comply with all State and Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Grant.

L. Accessibility

Grantee shall comply with and adhere to Section 508 of the U.S. Rehabilitation Act of 1973, as amended, and §§24-85-101, *et seq.*, C.R.S. Grantee shall comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards and available at <https://www.w3.org/TR/WCAG21/>.

EXHIBIT A, STATEMENT OF WORK

A. Introduction

Counties who acquire the new HP M404dn printer(s) for use with their Dominion ImageCast X (ICX) ballot marking device provide flexibility when using the uniform ballot option. The uniform ballot functionality removes the QR code from ICX ballots and instead produces an ICX ballot that looks the same as mail ballots. Use of the uniform ballot requires additional space for ballot content and a potential increase in ballot card size, especially for Federal Elections. Acquisition of the new printer will give counties the option to use ballot cards larger than 14 inches.

B. Grantee Eligibility

Each Colorado County that uses the Dominion Democracy Suite voting system is eligible to receive a grant under the ImageCast X (ICX) Printer Grant Program. CDOS will review county applications, determine the amount of funding for which each county is eligible, and determine the required allocation between the federal Sub-Award and local funds. Counties will be reimbursed only for the actual and direct costs of purchasing the ICX Printers, including shipping and any associated trusted build costs in accordance with the Budget provided in Exhibit B.

C. Costs Eligible for Reimbursement

CDOS expects the printers to have a useful life of greater than four years based on the useful lives of printers in the past. As such, there are five Federal Elections and two Coordinated Elections (which equates to $5/7 = 71.43\%$) in a four-year election cycle. Therefore, CDOS will reimburse the Grantee 71.43% of the costs for printers and their shipping that are used in both coordinated and Federal Elections and 100.00% of the cost for the printers and their shipping that are solely used for Federal Elections.

D. Reimbursement Formula

Grantee will be reimbursed based on the formula and calculated detailed in Exhibit B.

E. Application for Reimbursement

To be eligible for reimbursement under this grant agreement, the grantee must take the following actions:

1. Grantee must submit a complete, accurate application, including a quote for the printers and all associated costs from their vendor to CDOS not later than September 1, 2025.
2. CDOS will review the application and provide the maximum amount eligible for reimbursement in Exhibit B of this grant agreement.
3. Once this grant agreement has been signed by all parties, CDOS will provide the grantee with a letter approving the grantee to purchase the equipment.
4. Grantee must incur all eligible expenses prior to the Grant Expiration Date and submit an invoice and also a final accounting of expenditures made to CDOS on a form approved by CDOS not later than November 1, 2025 to be reimbursed under this grant agreement. All documentation shall be submitted to Jessi.Romero@coloradosos.gov.

5. Upon receipt, CDOS shall review the final accounting of expenditures documentation. If the final accounting sheet reflects the purchases made are reimbursable as defined in this agreement and the total cost does not exceed the maximum amount authorized in Exhibit B of this grant agreement, then CDOS shall reimburse the Grantee by Electronic Funds Transfer (EFT) or warrant.
6. Any costs in excess of the maximum amount provided in Exhibit B of this grant agreement require modification of this grant agreement before being incurred by the Grantee.
7. Grantee must retain all invoices and receipts documenting all costs associated with this grant until three years from the Close Out of this grant agreement. Invoices and receipts must be provided to CDOS at any time upon request. In addition, the Grantee shall provide a copy of all records pertaining to the Grant to the State to enable the State to comply with the extended retention period of its grant from the EAC. ***Grantee is solely responsible for retaining documentation proving all eligible expenses were incurred. If Grantee cannot provide documentation upon request or a cost is deemed ineligible, Grantee may be required to return***

F. Federal Funds

This grant includes federal funds and is a sub-award as defined in §3 of this Grant Award Letter. Grantee acknowledges and accepts that it is a sub-recipient of CDOS's grant from the US Elections Assistance Commission. The Grant Number and Catalog of Federal Domestic Assistance (CFDA) number are provided upon the initial page of this grant agreement document.

EXHIBIT B, BUDGET

This Exhibit B shows the formula for calculating the maximum reimbursement amount for which the Grantee is eligible under this grant agreement.

Table 1 – Grantee County ImageCast X (ICX) Printer Requirements

Item	Quantity
Number of ICXs/Printers Used for 2022 General Election	2
Number of ICXs/Printers Used for 2021 Coordinated Election	2
Difference	0

Table 2 – Maximum Grantee Reimbursement Amount Calculation for Printer Costs

Item	Quantity	Unit Cost	Federal Amount (Reimbursement)	Local Match Amount	Total
ICX Printers – Coordinated and General Elections	2	\$575	71.43% = \$821.45	28.57% ¹ = \$328.55	<i>\$1,150</i>
ICX Printers – General Elections Only ²	0	\$575	100% = \$0		<i>\$0</i>
Maximum Amount: Printers					\$1,150

¹ The Federal and Local Amounts are calculated as described in §C of Exhibit A – Statement of Work.

² By definition, all general elections have one or more federal contests on them. General elections have greater elector participation and therefore require additional equipment. As a result, the additional equipment on this line is used exclusively for elections with federal contests and is eligible for 100% reimbursement from HAVA funds.

Exhibit B

Table 3 – Maximum Grantee Reimbursement Amount Calculation for Printer Shipping and Support Costs

Item	Percentage of Printers out of Total Printers	Total Cost of Item	Federal Amount (Reimbursement)	Local Match Amount	Total
Shipping: ICX Printers – Coordinated and General Elections	100%	\$100	71.43% = \$71.43	28.57% = \$28.57	\$100
Shipping: ICX Printers – General Elections Only	0%	\$100	100% = \$0		\$0
Support: ICX Printers – Coordinated and General Elections	100%	\$2,000	71.43% = \$1,428.60	28.57% = \$571.40	\$2,000
Support: ICX Printers – General Elections Only	0%	\$2,000	100% = \$0		\$0
Maximum Amount: Shipping and Support					\$2,100

Table 4 – Summary of Federal Sub-Grant and Local Match Amounts

Item	Federal Amount (Reimbursement)	Local Match Amount	Cumulative Total
ICX Printers	\$821.45	\$328.55	<i>\$1,150</i>
ICX Printers: Shipping	\$71.43	\$28.57	<i>\$100</i>
ICX Printers: Support	\$1,428.60	\$571.40	<i>\$2,000</i>
Maximum Amount	\$2,321.48	\$928.52	\$3,250

EXHIBIT C, FEDERAL PROVISIONS

1. APPLICABILITY OF PROVISIONS.

- 1.1. The Grant 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 Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.
- 1.2. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

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 Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
 - 2.1.2. “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>.
 - 2.1.3. “Entity” means:
 - 2.1.3.1. a Non-Federal Entity;
 - 2.1.3.2. a foreign public entity;
 - 2.1.3.3. a foreign organization;
 - 2.1.3.4. a non-profit organization;
 - 2.1.3.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
 - 2.1.3.6. a foreign non-profit organization (only for 2 CFR part 170) only);
 - 2.1.3.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
 - 2.1.3.8. a foreign for-profit organization (for 2 CFR part 170 only).
 - 2.1.4. “Executive” means an officer, managing partner or any other employee in a management position.
 - 2.1.5. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1
 - 2.1.6. “Grant” means the Grant to which these Federal Provisions are attached.
 - 2.1.7. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached.

- 2.1.8. “Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 2.1.9. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
 - 2.1.9.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 2.1.9.2. Is not organized primarily for profit; and
 - 2.1.9.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.10. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.11. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.12. “Prime Recipient” means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.13. “Subaward” means an award by a Prime 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 Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. 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” or “Subgrantee” 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 does not include an individual who is a beneficiary of a federal program.
- 2.1.15. “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>.
- 2.1.16. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:
 - 2.1.16.1. Salary and bonus;
 - 2.1.16.2. 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;

- 2.1.16.3. 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;
- 2.1.16.4. Change in present value of defined benefit and actuarial pension plans;
- 2.1.16.5. Above-market earnings on deferred compensation which is not tax-qualified;
- 2.1.16.6. 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.

2.1.17. "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.

2.1.18. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. 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.

3. COMPLIANCE.

- 3.1. Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. 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, at its discretion, may provide written notification to Grantee 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. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee 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. Grantee shall provide its DUNS number to its Prime Recipient, and shall update Grantee's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Grantee's information.

5. TOTAL COMPENSATION.

- 5.1. Grantee 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 \$30,000 or more; and
 - 5.1.2. In the preceding fiscal year, Grantee 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. \$30,000,000 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
- 5.1.2.3. 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. If Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Grantee's obligations under this Grant.

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 \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, 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 Grantee is a Subrecipient, Grantee 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 (FAIN) assigned by a Federal agency to a Prime Recipient 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 if more than one electronic funds transfer (EFT) account;
 - 8.1.1.3. Subrecipient parent's organization 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 5 most highly compensated Executives if the criteria in §4 above are met; and
- 8.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
- 8.1.2. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Grant, 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 applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.
- 9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- 9.3. 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 Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

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 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 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 Subpart 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 2 CFR 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 Subpart F-Audit Requirements.

12. GRANT PROVISIONS FOR SUBRECEPIENT CONTRACTS.

12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Grant.

12.1.1. [Applicable to federally assisted construction contracts.] 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.

12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

- 12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the Prime Recipient or 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 agreement,” the Prime Recipient or 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 Agreements,” and any implementing regulations issued by the Federal 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 awardees 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 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.
- 12.1.7. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never contract with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

13. CERTIFICATIONS.

- 13.1. Unless prohibited by Federal statutes or regulations, Prime 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 Grantee 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.

15. EVENT OF DEFAULT AND TERMINATION.

- 15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant 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 Grant, at law or in equity.
- 15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:
 - 15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
 - 15.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
 - 15.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
 - 15.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
 - 15.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

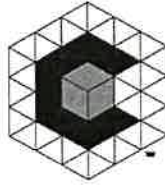
EXHIBIT D, COUNTY GRANT APPLICATION

The county's grant application as submitted to the Department of State appears on the following pages.

(The rest of this page is intentionally left blank.)

STATE OF COLORADO

Department of State
1700 Broadway, Suite 550
Denver, CO 80290



Jena M. Griswold
Secretary of State
Judd Choate
Director, Elections Division

Democracy Suite ICX Printer Reimbursement Grant Application

For the reimbursement of costs associated to the acquisition of the HP M404dn printer
for use with Dominion's ICX ballot marking device

County Application Information

County: Prowers

Date of Application Submission: 4/26/23

UEI Number: Y8C4HSXY95M6

DUNS Number: 01485434

County Mailing Address: 301 S. Main St., Ste. 210, Lamar, CO 81052

County Point of Contact (this person will be listed as the County's Principal Representative in the grant agreement)

Name: Jana Coen-Prowers County Clerk Phone: 719-336-8011

Email: jcoen@prowerscounty.net

Signing Authority for Grant Agreement (this person will be on the signature block for the grant agreement)

Name: Ron Cook

Official Title: BOCC Chairman

Email Address: rcook@prowerscounty.net

Voting System Use Information

Total # of ICX ballot marking devices that were used in the 2022 General Election: 2

Total # of ICX ballot marking devices that were used in 2021 Coordinated Election: 2

Difference between the # of ICXs used for the General and Coordinated Election: 0

You must include with your application all quotes and estimates listing the itemized costs associated to the acquisition, shipping, and installation of the HP M404dn printer for use with ICX ballot marking devices.

Additional Notes

Please provide any additional information or considerations you believe we should be aware of below:

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 05/09/2023

Submitter: Mark Westhoff

Submitted to the County Administration Office on: 05/1/2023

Return Originals to: Jana Coen, Mark Westhoff

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action: Consider Approving Service Order and Annual Subscription contract between ClearGov, Inc and Prowers County for Budget Cycle Management software totaling \$25,783.33 for 2023 and \$28,145 for 2024, and authorizing BOCC Chair to execute the document.

Justification or Background:

Fiscal Impact: This item is budgeted in the following account code: _____

County: \$ _____ Federal: \$ _____ State: \$ _____ Other: \$ _____

Approved by the County Attorney on: 3/14/2023

Additional Approvals (if required):

**PLEASE ATTACH THIS SHEET TO ALL AGENDA ITEMS WHEN SUBMITTING TO
COUNTY ADMINISTRATION.**

THANK YOU!



ClearGov®

2 Mill & Main; Suite 630; Maynard, MA 01754

Service Order

Created by	Ryan Wilson
Contact Phone	(901) 937-9735
Contact Email	rwilson@cleargov.com

Order Date	May 1, 2023
Order valid if signed by	May 10, 2023

Customer Information					
Customer	Powers County	Contact	Mark Westhoff	Billing Contact	Tammy Nickelson
Address	301 South Main Street	Title	County Administrator	Title	Finance Director/Budget Officer
City, St, Zip	Lamar, CO 81052	Email	mwesthoff@powerscounty.net	Email	tnickelson@powerscounty.net
Phone	719-336-8025			PO # (If any)	

This Service Order will be contracted through...

Procurement Aggregator	ClearGov Contract
Buyboard	Buyboard Proposal No. #692-23

The Services you will receive and the Fees for those Services are...

Set up Services	Tier/Rate	Service Fees
ClearGov Setup: Includes activation, onboarding and training for ClearGov solutions	Tier 2	\$ 10,800.00
ClearGov Setup Bundle Discount: Discount for bundled solutions	Tier 2	\$ (3,780.00)
Total ClearGov Setup Service Fee - Billed ONE-TIME		\$ 7,020.00
Subscription Services	Tier	Service Fees
ClearGov Operational Budgeting - Civic Edition	Tier 2	\$ 13,300.00
ClearGov Personnel Budgeting - Civic Edition	Tier 2	\$ 12,100.00
ClearGov Capital Budgeting - Civic Edition	Tier 2	\$ 9,800.00
ClearGov Digital Budget Book - Civic Edition	Tier 2	\$ 8,100.00
ClearGov Budget Cycle Management Bundle Discount: Discount for bundled solutions	Tier 2	\$ (15,155.00)
Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE		\$ 28,145.00

ClearGov will provide your Services according to this schedule...

Period	Start Date	End Date	Description
Setup	May 15, 2023	May 15, 2023	ClearGov Setup Services
Pro-Rata	May 15, 2023	Jan 14, 2024	ClearGov Subscription Services
Initial	Jan 15, 2024	Jan 14, 2027	ClearGov Subscription Services


To be clear, you will be billed as follows...

Billing Date(s)	Amount(s)	Notes
May 15, 2023	\$ 7,020.00	One Time Setup Fee
May 15, 2023	\$ 18,763.33	8 Month Pro-Rata Subscription Fee
Jan 15, 2024	\$ 28,145.00	Annual Subscription Fee
Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herein		
Billing Terms and Conditions		

Valid Until	May 10, 2023	Pricing set forth herein is valid only if ClearGov Service Order is executed on or before this date.
Payment	Net 30	All invoices are due Net 30 days from the date of invoice.
Initial Period Rate Increase	3% per annum	During the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.
Rate Increase	6% per annum	After the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.

General Terms & Conditions		
Customer Satisfaction Guarantee	During the first thirty (30) days of the Service, Customer shall have the option to terminate the Service, by providing written notice. In the event that Customer exercises this customer satisfaction guarantee option, such termination shall become effective immediately and Customer shall be eligible for a full refund of the applicable Service Fees.	
Statement of Work	ClearGov and Customer mutually agree to the ClearGov Service activation and onboarding process set forth in the attached Statement of Work.	
Taxes	The Service Fees and Billing amounts set forth above in this ClearGov Service Order DO NOT include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, ClearGov shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to ClearGov demonstrating Customer's exemption from such taxes.	
Term & Termination	Subject to the termination rights and obligations set forth in the ClearGov Service Agreement, this ClearGov Service Order commences upon the Order Date set forth herein and shall continue until the completion of the Service Period (s) for the Service(s) set forth herein. Each Service shall commence upon the Start Date set forth herein and shall continue until the completion of the applicable Service Period. To be clear, Customer shall have the option to Terminate this Service Order on an annual basis by providing notice at least sixty (60) days prior to the end of the then current Annual Term.	
Auto-Renewal	After the Initial Period, the Service Period for any ClearGov Annual Subscription Services shall automatically renew for successive annual periods (each an "Annual Term"), unless either Party provides written notice of its desire not to renew at least sixty (60) days prior to the end of the then current Annual Term.	
Agreement	This ClearGov Service Order shall become binding upon execution by both Parties. The signature below affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this ClearGov Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the attached BCM Service Agreement. This Service Order incorporates by reference the terms of such BCM Service Agreement.	

Customer	
Signature	
Name	Ron Cook
Title	Chairman of the Board of County Commissioners

ClearGov, Inc.	
Signature	
Name	Bryan A. Burdick
Title	President

Please e-mail signed Service Order to Orders@ClearGov.com or Fax to (774) 759-3045

Customer Upgrades (ClearGov internal use only)			
This Service Order is a Customer Upgrade	No	If Yes: Original Service Order Date	

Statement of Work

This Statement of Work outlines the roles and responsibilities by both ClearGov and Customer required for the activation and onboarding of the ClearGov Service. ClearGov will begin this onboarding process upon execution of this Service Order. All onboarding services and communications will be provided through remote methods - email, phone, and web conferencing.

ClearGov Responsibilities

- ClearGov will activate ClearGov Service subscription(s) as of the applicable Start Date(s). ClearGov will create the initial Admin User account, and the Customer Admin User will be responsible for creating additional User accounts.
- ClearGov will assign an Implementation Manager (IM) responsible for managing the activation and onboarding process. ClearGov IM will coordinate with other ClearGov resources, as necessary.
- ClearGov IM will provide a Kickoff Call scheduling link to the Customer's Primary Contact. Customer should schedule Kickoff Call within two weeks after the Service Order has been executed.
- If Customer is subscribing to any products that require data onboarding:
 - ClearGov IM will provide a Data Discovery Call scheduling link to the Customer's Primary Contact. Customer should schedule Data Discovery Call based on the availability of Customer's staff.
 - ClearGov will provide Customer with financial data requirements and instructions, based on the ClearGov Service subscription(s).
 - ClearGov will review financial data files and confirm that data is complete, or request additional information, if necessary. Once complete financial data files have been received, ClearGov will format the data, upload it to the ClearGov platform and complete an initial mapping of the data.
 - After initial mapping, ClearGov will schedule a Data Review call with a ClearGov Data Onboarding Consultant (DOC), who will present how the data was mapped, ask for feedback, and address open questions. Depending upon Customer feedback and the complexity of data mapping requests, there may be additional follow-up calls or emails required to complete the data onboarding process.
- ClearGov will inform Customer of all training, learning, and support options. ClearGov recommends all Users attend ClearGov Academy training sessions and/or read Support Center articles before using the ClearGov Service to ensure a quick ramp and success. As needed, ClearGov will design and deliver customized remote training and configuration workshops for Admins and one for End Users - via video conference - and these sessions will be recorded for future reference.
- ClearGov will make commercially reasonable efforts to complete the onboarding/activation process in a timely fashion, provided Customer submits financial data files and responds to review and approval requests by ClearGov in a similarly timely fashion. Any delay by Customer in meeting these deliverable requirements may result in a delayed data onboarding process. Any such delay shall not affect or change the Service Period(s) as set forth in the applicable Service Order.

Customer Responsibilities

- Customer's Primary Contact will coordinate the necessary personnel to attend the Kickoff and Data Discovery Calls within two weeks after the Service Order has been executed. If Customer needs to change the date/time of either of these calls, the Primary Contact will notify the ClearGov IM at least one business day in advance.
- If Customer is subscribing to any products that require data onboarding:
 - Customer will provide a complete set of requested financial data files (revenue, expense, chart of accounts, etc.) to ClearGov in accordance with the requirements provided by ClearGov.
 - Customer's Primary Contact will coordinate the necessary personnel to attend the Data Discovery and Data Review calls. It is recommended that all stakeholders with input on how data should be mapped should attend. Based on these calls and any subsequent internal review, Customer shall provide a detailed list of data mapping requirements and requested changes to data mapping drafts in a timely manner, and Customer will approve the final data mapping, once completed to Customer's satisfaction.
- Customer will complete recommended on-demand training modules in advance of customized training & configuration workshops.
- Customer shall be solely responsible for importing and/or inputting applicable text narrative, custom graphics, performance metrics, capital requests, personnel data, and other such information for capital budget, personnel budget, budget books, projects, dashboards, etc.

This ClearGov BCM Service Agreement (the "**Agreement**") is made and entered into by and between ClearGov, Inc. ("**ClearGov**"), a Delaware corporation with its principal offices at 2 Mill & Main; Suite 630, Maynard, MA 01754 and **Customer** (as defined in the applicable ClearGov Service Order) (each a "**Party**" and collectively the "**Parties**"). This Agreement governs the terms and conditions under which Customer may utilize the ClearGov Service as set forth herein and as specified in one or more applicable ClearGov Service Order(s) executed by Customer in connection herewith and incorporated herein (the "**ClearGov Service Order(s)**"). In event of any conflict between the terms set forth in this Agreement and any terms or conditions of any applicable ClearGov Service Order, the terms of the applicable ClearGov Service Order shall prevail.

WHEREAS ClearGov owns and operates the ClearGov Service, a Web-based SaaS solution that includes a variety of ClearGov App(s) and provides various features and functionality via such ClearGov App(s); and

WHEREAS Customer wishes to utilize the ClearGov Service in order to convey fiscal budget, key metrics and other information to the public as well as to leverage the functionality of such ClearGov App(s);

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ClearGov and Customer hereby agree as follows:

- 1) **Definitions.** Capitalized terms used in this Agreement, and not otherwise defined herein, shall have the following meanings:
- 1.1) "**Account**" means an access point for the ClearGov Service that requires registration by the Customer.
 - 1.2) "**ClearGov API**" means an application programming interface that provides access to specified content and functionality within certain ClearGov Apps.
 - 1.3) "**ClearGov Apps**" means collectively all of the Web applications hosted by ClearGov and available via the ClearGov Service, including but not limited to the applications listed in any applicable ClearGov Service Order. All features, functionality, reports, etc. for each ClearGov App are included as material elements of the applicable ClearGov App. ClearGov may modify, combine, add or delete ClearGov Apps from the ClearGov Service from time to time at its sole discretion, provided that in the event that ClearGov terminates or deletes any ClearGov App to which Customer is actively subscribing, ClearGov shall provide a pro-rata refund for the applicable portion of the Subscription Service Fee for the remainder of the then current Service Period.
 - 1.4) "**ClearGov Data**" means any aggregated and normalized key metrics and benchmarking data collected by ClearGov for the delivery of the ClearGov Service.
 - 1.5) "**ClearGov Service**" means the complete set of ClearGov software and related materials including but not limited to the ClearGov Apps, ClearGov Data, ClearGov Web Site, the Documentation and the Software.
 - 1.6) "**ClearGov Web Site**" means the Web site owned and operated by ClearGov and made available at the following URL: <http://www.ClearGov.com> and/or any successor site(s).
 - 1.7) "**Customer PDF**" means one or more PDF files of Customer's digital documents created by Customer using the ClearGov Apps.
 - 1.8) "**Customer Data**" means any data provided to ClearGov by or on behalf of Customer or any data entered or uploaded into the ClearGov Service by or on behalf of Customer, including Sensitive Data entered or provided by Customer.

Customer Data specifically excludes ClearGov Data as well as any anonymized, customized, modified or derivative works related to the Customer Data.

- 1.9) "**Customer State**" means the state, commonwealth or territory in which the Customer is located.
- 1.10) "**Customer Web Site**" means any Web site owned and operated by Customer.
- 1.11) "**Documentation**" means any accompanying proprietary documentation made available to Customer by ClearGov for use with the ClearGov Service, including any documentation available online or otherwise.
- 1.12) "**Sensitive Data**" means any Customer Data that may reasonably be deemed sensitive and/or private in nature, including but not limited to personal wage garnishments, individual healthcare-related expenses, data protected by HIPAA, etc.
- 1.13) "**Software**" means the source code and/or other code which are material elements of the ClearGov Apps and ClearGov Service.

2) Service Usage & Licenses.

- 2.1) Account Password and Security. Customer shall protect its passwords and take full responsibility for Customer's own, as well as any third-party, use of the Customer Account(s). Customer is solely responsible for any and all activities that occur under such Customer Account(s), except for any activities performed by ClearGov as set forth herein. Customer agrees to notify ClearGov immediately upon learning of any unauthorized use of a Customer Account or any other breach of security. From time to time, ClearGov's support staff may log in to the Customer Account in order to maintain or improve service, including providing Customer assistance with technical or billing issues. Customer hereby acknowledges and consents to such access.
- 2.2) ClearGov License. Subject to the terms and conditions of this Agreement and as specifically set forth in the applicable ClearGov Service Order(s), ClearGov grants Customer a limited, revocable, non-exclusive, non-transferable, non-distributable, worldwide license to utilize the ClearGov Service for the following functionality:
 - a) Content Delivery. Customer may integrate, link and publish applicable public-facing content from the applicable ClearGov Apps within one or more Customer Web Site(s);
 - b) Application Access. Customer may access the ClearGov Apps via Customer's Account to utilize the functionality provided within such ClearGov Apps; and
 - c) API Access. Customer may access the ClearGov API to distribute and display public-facing content from the ClearGov Apps within one or more Customer Web Site(s).

3) Term and Termination.

- 3.1) Term. The duration of this Agreement shall be defined in accordance with the Term set forth in all applicable Service Order(s). The Term shall commence upon the Start Date set forth in the first ClearGov Service Order executed between the Parties and shall continue in full force and effect until the termination or expiration of all applicable ClearGov Service Order(s) (the "**Term**").
- 3.2) Termination. This Agreement and/or any applicable ClearGov Service Order may be terminated prior to the expiration of the term as follows:
 - a) Either Party may terminate this Agreement if the other Party fails to cure a material breach of the Agreement within fifteen (15) days after receipt of written notice

- thereof.
- b) Either Party may terminate this Agreement if the other Party is involved in insolvency proceedings, receivership, bankruptcy, or assignment for the benefit of creditors.
- 3.3) **Obligations.** Upon expiration or termination of this Agreement:
- a) Each Party shall promptly return to the other all of the Confidential Information of the other Party in its possession or control;
 - b) Customer shall cease use of the ClearGov Service and shall remove all links from the Customer Web Site(s) to any content provided by the ClearGov Apps, provided that Customer may continue to provide access to any Customer PDF(s). Customer shall be solely responsible for hosting and delivering such Customer PDF(s) as well as any ongoing costs for doing so; and
 - c) Any outstanding fees shall become immediately due and payable, and termination of this Agreement shall not relieve Customer from its obligation to pay to ClearGov any such fees.
- 3.4) **Survival.** Sections 3.3, 3.4 and 4 through 8 inclusive shall survive any termination or expiration of this Agreement.

4) Fees and Billing.

- 4.1) **Fees.** Customer shall pay the Fees in accordance with the terms set forth in the applicable ClearGov Service Order.
- 4.2) **Interest and Collections.** Customer will be charged \$50 for payments by checks that are returned due to insufficient funds. Any late payments will accrue interest equal to one and one-half percent (1.5%) per month, or the maximum amount allowable under law, whichever is less, compounded monthly. ClearGov shall be entitled to recover all reasonable costs of collection (including agency fees, attorneys' fees, in-house counsel costs, expenses and costs) incurred in attempting to collect payment from Customer.
- 4.3) **Taxes.** Customer is solely responsible for all applicable sales, use and other taxes and similar charges based on or arising from this Agreement or any ClearGov Service Order. In the event that Customer is exempt from sales tax, Customer will provide ClearGov with a tax-exempt certificate upon request.

5) Intellectual Property.

- 5.1) **General.** Both Parties may only use the other Party's intellectual property as expressly set forth herein. Nothing in this Agreement shall be construed in any manner to affect or modify either Party's ownership rights in any preexisting or future works, trademarks, copyrights or technologies developed or created by either Party, including without limitation, their respective proprietary software used in connection with the development and provision of their respective Web sites, databases, systems, products and/or services. Unless specifically agreed by the Parties in writing, all intellectual property, including without limitation information that could become the subject of a patent, copyright or trade secret, developed by a Party in the context of performing its obligations under this Agreement shall be exclusively owned by that Party and the other Party shall cooperate with any reasonable requests to execute documents confirming such ownership.
- 5.2) **Data Ownership and License.**
 - a) Customer represents and warrants that it has obtained all data subjects' consent or otherwise has the full legal right necessary to provide the Customer Data to ClearGov for ClearGov's use as contemplated by this Agreement. Customer acknowledges that ClearGov shall have no legal liability for its use and/or the display of the Customer Data

as contemplated by this Agreement.

- b) Customer represents and warrants that Customer shall not provide or enter Sensitive Data to be displayed in any publicly available element of the ClearGov Service. To the extent that Customer enters or uploads any Sensitive Data into the ClearGov Service, Customer shall assume full responsibility for the disclosure of such Sensitive Data. ClearGov is under no obligation to review and/or verify whether or not Customer Data includes Sensitive Data.
 - c) Customer Data shall remain the property of Customer, and Customer hereby grants ClearGov a limited, perpetual, irrevocable and royalty-free right to use, copy, modify, and display the Customer Data within any ClearGov App(s) and for the purpose of providing the ClearGov Service.
- 5.3) **Proprietary Rights Notice.** The ClearGov Service and all intellectual property rights in the ClearGov Service are, and shall remain, the property of ClearGov. All rights in and to the ClearGov Service not expressly granted to Customer in this Agreement are hereby expressly reserved and retained by ClearGov without restriction, including, without limitation, ClearGov's right to sole ownership of the ClearGov API, ClearGov Apps, ClearGov Data, ClearGov Web Site, Documentation and Software. Without limiting the generality of the foregoing, Customer agrees not to (and to not allow any third party to): (a) sublicense, copy, distribute, rent, lease, lend or use the ClearGov Service outside of the scope of the license granted herein or make the ClearGov Service available to any third party or use the ClearGov Service on a service bureau time sharing basis; (b) copy, modify, adapt, translate, prepare derivative works from, reverse engineer, disassemble, or decompile the ClearGov Service or otherwise attempt to discover or reconstruct any source code, underlying ideas, algorithms, file formats, program interfaces or other trade secrets related to the ClearGov Service; (c) use the trademarks, trade names, service marks, logos, domain names and other distinctive brand features or any copyright or other proprietary rights associated with the ClearGov Service for any purpose without the express written consent of ClearGov; (d) register, attempt to register, or assist anyone else to register any trademark, trade name, service marks, logos, domain names and other distinctive brand features, copyrights or other proprietary rights associated with ClearGov other than in the name of ClearGov; or (e) modify, remove, obscure, or alter any notice of copyright, trademark, or other proprietary right or legend appearing in or on any item included with the ClearGov Service. If the use of the ClearGov Service is being purchased by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), in accordance with 48 C.F.R. 227.7202-4 (for Department of Defense (DOD) acquisitions) and 48 C.F.R. 2.101 and 12.212 (for non-DOD acquisitions), the Government's rights in the ClearGov Service, including its rights to use, modify, reproduce, release, perform, display or disclose any elements of the ClearGov Service, will be subject in all respects to the commercial license rights and restrictions provided in this Agreement.

6) Representations, Warranties, Indemnification and Liability.

- 6.1) **By ClearGov.** ClearGov represents and warrants that: (i) the ClearGov Service shall be provided in accordance with, and shall not violate applicable laws, rules or regulations; and (ii) by using the ClearGov Service, Customer will not violate or in any way infringe upon the personal or proprietary rights of any third party, (iii) to ClearGov's knowledge, the ClearGov Service does not contain any virus, worm, Trojan horse, time bomb or similar contaminating or destructive feature; and (iv)

ClearGov holds all necessary rights to permit the use of the ClearGov Service and all components thereof provided to Customer under this Agreement.

- 6.2) By Customer. Customer represents and warrants that: (i) it has all right, title, and interest in and to the Customer Data necessary for its use in connection with the ClearGov Service; and (ii) it shall not use the ClearGov Service in a manner or in connection with any activity that would violate this Agreement or any law, rule or regulation or rights of any third party.
- 6.3) By Both. ClearGov and Customer both represent and warrant that (i) each has full power and authority to enter into and perform its obligations under this Agreement; (ii) this Agreement is a legal, valid and binding obligation, enforceable against each Party in accordance with its terms; and (iii) entering into this Agreement will not knowingly violate the Agreement or any laws, regulations or third-party contracts.
- 6.4) Indemnification by ClearGov. At ClearGov's cost, ClearGov agrees to indemnify, hold harmless and defend Customer against any cost, loss or expense (including attorney's fees) resulting from any claims by third parties for loss, damage or injury (each, a "**Claim**") arising out of or relating to (i) ClearGov's breach of any term, condition, representation or warranty of this Agreement, (ii) ClearGov's violation of any third party rights in connection with the ClearGov Service or (iii) ClearGov's violations of applicable laws, rules or regulations in connection with the ClearGov Service. In such a case, Customer will provide ClearGov with written notice of such Claim. Customer shall cooperate as fully as reasonably required in the defense of any Claim. Customer reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by ClearGov. Notwithstanding the foregoing, unless the settlement involves no cost, loss or continuing liability to Customer, ClearGov shall not settle any Claim, without the written consent of Customer, such consent not to be unreasonably withheld.
- 6.5) Limited Warranty. ClearGov warrants that the ClearGov Service will be delivered in a professional and workmanlike manner substantially in accordance with the statement of work set forth in the applicable ClearGov Service Order and that the ClearGov Service will operate in all material respects as described in its product descriptions and/or documentation. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, INCLUDING ANY APPLICABLE CLEARGOV SERVICE ORDER, CLEARGOV MAKES NO ADDITIONAL WARRANTY, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, GUARANTEES, REPRESENTATIONS, PROMISES, STATEMENTS, ESTIMATES, CONDITIONS, OR OTHER INDUCEMENTS.
- 6.6) Limitation of Liability. NEITHER CLEARGOV NOR CUSTOMER WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), OR INCIDENTAL DAMAGES, WHETHER BASED ON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, INDEMNITY OR CONTRIBUTION, OR OTHERWISE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSION CONTAINED IN THIS PARAGRAPH SHALL APPLY REGARDLESS OF THE FAILURE OF THE EXCLUSIVE REMEDY PROVIDED IN THE FOLLOWING SENTENCE. BOTH PARTIES' TOTAL CUMULATIVE LIABILITY TO THE OTHER PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS OR ACTIONS

ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE CUMULATIVE FEES PAID BY CUSTOMER TO CLEARGOV IN THE PRECEDING TWELVE (12) MONTHS. THE FOREGOING SHALL NOT LIMIT A PARTY'S (A) PAYMENT OBLIGATIONS UNDER THE AGREEMENT; (B) LIABILITY FOR INDEMNIFICATION OBLIGATIONS UNDER SECTION 6.4; (C) LIABILITY FOR ANY BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 7; (D) LIABILITY FOR ANY BREACH OF ITS REPRESENTATIONS, WARRANTIES, OR OBLIGATIONS UNDER SECTION 5.2; OR (E) LIABILITY FOR ITS INFRINGEMENT OR MISAPPROPRIATION OF ANY PROPRIETARY RIGHTS OF THE OTHER PARTY. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS EXCLUDING OR LIMITING A PARTY'S LIABILITY FOR FRAUD OR ITS LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM ITS NEGLIGENCE.

- 6.7) Essential Element. The provisions of this Section 6 are an essential element of the benefit of the consideration reflected in this Agreement.

7) Confidentiality.

- 7.1) Subject to any applicable open public records laws in the Customer State, each Party will keep the specific terms of this Agreement confidential, including the contents of the schedules and exhibits, and not disclose any portion of them to any third party (other than to its attorneys, accountants, advisors and potential investors who are bound to keep such information confidential) without the other Party's prior written consent, except as required by law, including but not limited to open public record laws.
- 7.2) In addition, in connection with the negotiation and performance of this Agreement, a Party (the "**Receiving Party**") may receive information from the other Party (the "**Disclosing Party**") which is confidential or proprietary in nature, including without limitation information about a Party's products, systems and services ("**Confidential Information**"). The Receiving Party agrees that, during the term of this Agreement and for a period of three (3) years thereafter, it will keep the Confidential Information in strictest confidence and protect such Confidential Information by similar security measures as it takes to protect its own Confidential Information of a similar nature, but in no event shall the Receiving Party take less than reasonable care with the Confidential Information of the Disclosing Party. The Receiving Party also agrees that it will not use any Confidential Information for any purpose other than in connection with the performance of its obligations under this Agreement.
- 7.3) The term "**Confidential Information**" shall not include information which A) is or becomes generally available to the public without breach of this Agreement, B) is in the possession of the Receiving Party prior to its disclosure by the Disclosing Party, C) becomes available from a third party not in breach of any obligations of confidentiality, D) is independently developed by the Receiving Party, or E) is required to be disclosed by the Receiving Party pursuant to law, rule, regulation, subpoena or court order, including but not limited to open public record laws.
- 7.4) The Parties recognize that the disclosure or use of a Disclosing Party's Confidential Information by the Receiving Party in violation of the provisions of this Section 7 may cause irreparable injury to the Disclosing Party; therefore, in the event either Party breaches the provisions of this Section 7, the other Party, in addition to any other remedies it may have, shall be entitled to seek preliminary and permanent

injunctive relief without the necessity of posting a bond.

8) Miscellaneous.

- 8.1) General. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed to the extent necessary to make it enforceable to the maximum extent permissible so as to implement the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect. A waiver of any default is not a waiver of any subsequent default. The relationship between ClearGov and Customer is one of independent contractors, not partnership, joint venture or agency. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the Parties hereto. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to this Agreement. The Software is controlled by U.S. Export Regulations, and it may not be exported to or used by embargoed countries or individuals.
- 8.2) Entire Agreement. This Agreement and the accompanying ClearGov Service Order(s), together, constitute a valid and binding agreement between the Parties and are intended to be the Parties' complete, integrated expression of the terms of their agreement with respect to the ClearGov Service, and any prior agreements or understandings with respect to such subject matter are superseded hereby and fully merged herein.
- 8.3) Assignment. Neither Party will assign this Agreement in whole or in part to any third party without the prior written consent of the other Party; provided, however, either Party may assign this Agreement without such consent to any subsidiary or parent company of such Party or to any successor by way of any merger, consolidation or other corporate reorganization of such Party or sale of all or substantially all of the assets of such Party or to an entity that assumes, by sale, license or otherwise, the business activities that are the subject of this Agreement, provided that such subsidiary or parent company or successor assumes or is otherwise fully bound by all of the obligations of the assigning Party under this Agreement.
- 8.4) Marketing Materials. Customer agrees that ClearGov may utilize Customer's name solely to identify it as a ClearGov Customer on the ClearGov Web site, in client lists and other marketing materials. Any other uses of Customer's name and/or logo (other than as included in the content and/or other items furnished to ClearGov by Customer) shall require Customer's prior written consent.
- 8.5) Insurance. ClearGov shall maintain commercial general liability insurance, cybersecurity insurance, product liability insurance and auto liability insurance in amounts that are consistent with industry standards. ClearGov shall maintain Worker's Compensation insurance as required by law.
- 8.6) No Boycott of Israel. ClearGov hereby certifies that ClearGov is not currently engaged in and shall not, for the duration of the Term of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with the State of Israel or authorized by, licensed by or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.
- 8.7) Jurisdiction. This Agreement shall be governed by the applicable laws in the Customer State, without regard to conflict of laws rules. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined exclusively by

arbitration in the Customer State before a panel of three arbitrators. Such arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on an award, if any, may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The Parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provision with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16).

- 8.8) Modification. ClearGov shall have the right to modify this Agreement at any time by posting revised terms and conditions at the following URL: <http://www.ClearGov.com/terms-and-conditions>. Changes will be binding on the date they are posted. Continued use of the ClearGov Service will be considered acceptance by Customer of the then current Agreement.
- 8.9) Force Majeure. If the performance of this Agreement or any obligations hereunder is prevented or interfered with by reason of fire or other casualty or accident, strikes or labor disputes, war or other violence, any law, proclamation, regulation, or requirement of any government agency, or any other act or condition beyond the reasonable control of a Party hereto, that Party upon giving prompt notice to the other Party shall be excused from such performance during such occurrence.
- 8.10) Notices. All notices, requests, or other communications between the Parties that are required or permitted hereunder will be in writing and will be given by: (a) delivery in person or by prepaid courier service with a nationally recognized courier company, (b) delivery by registered or certified mail, postage prepaid, return receipt requested, (c) by confirmed fax, or (d) email to the address and/or fax number set forth in the applicable ClearGov Service Order. A Party may change the street or email address or fax number to which notice is to be sent by giving written notice of such change. Notices will be deemed given when received as evidenced by verification from the courier company, the mail or confirmation of email receipt or fax confirmation.
- 8.11) Titles & Subtitles. The titles and subtitles in this Agreement are used for convenience only and are not to be considered in construing it.

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 5-9-2023

Submitter: Sheryl Reifschneider, AP Director

Submitted to the County Administration Office on: 5-3-2023

Return Originals to: Sheryl Reifschneider, AP Director & Jana Coen

Number of originals to return to Submitter: 2

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of Underground and Utility Permit #951 located on County Rd. MM and 11, and Permit #952 located on County Rd. MM, for May Valley Water Association, permit fees waived.

Justification or Background:

Fiscal Impact: This item is budgeted in the following account code:

County: \$ _____

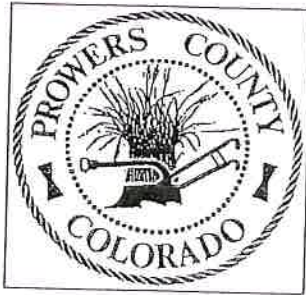
Federal: \$ _____

State: \$ _____

Other: \$ _____

Approved by the County Attorney on:

PERMIT NUMBER 951



UNDERGROUND AND UTILITY PERMIT
BOARD OF COUNTY COMMISSIONERS
PROWERS COUNTY, COLORADO
301 SOUTH MAIN STREET, SUITE 215
LAMAR, COLORADO 81052
Phone: (719)336-8025
Fax: (719)336-2255

PERMITTEE'S NAME: May Valley Water **DATE:** 4-25-23
ADDRESS: PO Box 310 Wiley CO 81092

Your request for permission to install a abandon water service line
approx. 1825 ft south of the intersection of MM on
road 11 is granted, subject to the following terms and conditions:

IT IS UNDERSTOOD that the PERMITTEE will cause the installation to be fully completed at no expense whatsoever to PROWERS COUNTY and that the PERMITTEE will own and maintain the same after installation. PROWERS COUNTY makes no warranty of title, either expressed or implied.

The installation shall be installed beneath the surface of the right-of-way at a minimum depth of 36 inches, and the disturbed portion of the roadway and right-of-way shall be restored to its original condition. No part of the installation will be above the surface unless specifically approved by PROWERS COUNTY herein. The back filling shall be made in six inch lifts and mechanically tamped and packed, and the last twelve inches of the back fill shall be of stable granular material such as crushed rock or gravel. If PROWERS COUNTY so requires, PERMITTEE shall mark this installation with markers acceptable to PROWERS COUNTY at the location or locations designated by PROWERS COUNTY.

Where the installation crosses the roadway, it shall be encased in pipe of larger diameter and the crossing shall be as nearly perpendicular to the roadway as physically possible. This installation shall be installed by the method of boring or jacking through beneath the road surface; however, open cut shall be allowed up to the edge of the surfaced portion of the highway. No water shall be used in the boring and no tunneling shall be permitted.

Where the installation crosses any ditches, canals or water carrying structures, the installation shall be pushed through and beneath in a pipe of larger diameter thereby eliminating the necessity of trenching. In no case shall the flow of water be impaired or interrupted. PROWERS COUNTY will review proposed irrigation lines and, upon request, may waive the sleeve requirement based on the review.

The work must be accomplished in accordance with accepted good practices and conform to the strictest recommendations of any applicable National Safety Code and to such Colorado statutes as are applicable.

SPECIAL PROVISIONS:

UNDERGROUND AND UTILITY PERMIT

Page 2

BOARD OF COUNTY COMMISSIONERS
PROWERS COUNTY, COLORADO

Underground and Utility Permit

Permit Number 951

The PERMITTEE shall maintain the installation at all times and agrees to indemnify and hold PROWERS COUNTY, the agencies thereof and their officers, employees and agents harmless from any and all loss and damage which may arise out of or be connected with the installation, maintenance, repair and replacement of any facility connected therewith.

This work shall be completed within 130 days from the above date. No work shall be allowed on Saturdays or Sundays. No open trench shall be permitted on or near a traveled roadway after dark, unless otherwise specified in special provisions.

PERMITTEE will be required to shut off lines and remove all materials on or near the highway right-of-way when requested to do so by PROWERS COUNTY because of necessary highway construction or maintenance operations. Permits involving encroachment on the National System of Interstate Defense Highways may require concurrence by the U.S. Bureau of Public Roads or other Federal Agencies. Permits involving encroachment on the Colorado Dept. of Transportation Highways may require concurrence by the Colorado Dept. of Transportation or other Colorado Agencies prior to the issuance of a permit by PROWERS COUNTY.

The public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of the PERMITTEE and in accordance with directions given by the Supervisor or the Supervisor's representatives.

In the event any changes are made to this highway in the future or other circumstances arise that would necessitate removal or relocation of this installation, PERMITTEE will do so promptly at PERMITTEE'S own expense upon written request from PROWERS COUNTY. PROWERS COUNTY, whether negligent or otherwise, shall not be responsible for any damage that may result from the maintenance or use of the highway and right-of-way to the installation placed inside the right-of-way limits of PROWERS COUNTY.

This permit shall bind the parties and their respective heirs, successors, personal representatives and assigns, including but not limited to the provisions excluding liability of PROWERS COUNTY. Any action necessary to construe, interpret, or enforce the provisions of this Agreement shall be brought and maintained in the District Court in and for Prowers County, Colorado, and in the event PROWERS COUNTY is the substantially prevailing party therein, PROWERS COUNTY shall be entitled, as a matter of contract law and agreement, to recover its costs and expense therein incurred, including reasonable attorney and expert witness fees and costs.

PROWERS COUNTY, COLORADO

PROWERS COUNTY, COLORADO

By [Signature] 5-2-2007
Road & Bridge Supervisor (Date)

By _____
Chairman, Board of Commissioners (Date)

In accepting this Permit the undersigned, representing the PERMITTEE, verifies that the undersigned has read and understands all of the foregoing provisions, that the undersigned has authority to sign for and bind the PERMITTEE, and that by virtue of the undersigned's signature the PERMITTEE is bound by all the conditions set forth herein.

PERMITTEE Signature: [Signature] DATE: 4-25-23

8:24



m m

11



Abandon
service

water
line

1,826 ft

Distance ?

1,810 ft ▾

+ Add Point

PERMIT NUMBER 952



**UNDERGROUND AND UTILITY PERMIT
BOARD OF COUNTY COMMISSIONERS
PROWERS COUNTY, COLORADO
301 SOUTH MAIN STREET, SUITE 215
LAMAR, COLORADO 81052
Phone: (719)336-8025
Fax: (719)336-2255**

PERMITTEE'S NAME: May Valley Water DATE: 4-25-23
ADDRESS: PO Box 310 Wiley CO 81092

Your request for permission to install a new water line under road
mm a water plant 12. line to be bored
is granted, subject to the following terms and conditions:

IT IS UNDERSTOOD that the PERMITTEE will cause the installation to be fully completed at no expense whatsoever to PROWERS COUNTY and that the PERMITTEE will own and maintain the same after installation. PROWERS COUNTY makes no warranty of title, either expressed or implied.

The installation shall be installed beneath the surface of the right-of-way at a minimum depth of 36 inches, and the disturbed portion of the roadway and right-of-way shall be restored to its original condition. No part of the installation will be above the surface unless specifically approved by PROWERS COUNTY herein. The back filling shall be made in six inch lifts and mechanically tamped and packed, and the last twelve inches of the back fill shall be of stable granular material such as crushed rock or gravel. If PROWERS COUNTY so requires, PERMITTEE shall mark this installation with markers acceptable to PROWERS COUNTY at the location or locations designated by PROWERS COUNTY.

Where the installation crosses the roadway, it shall be encased in pipe of larger diameter and the crossing shall be as nearly perpendicular to the roadway as physically possible. This installation shall be installed by the method of boring or jacking through beneath the road surface; however, open cut shall be allowed up to the edge of the surfaced portion of the highway. No water shall be used in the boring and no tunneling shall be permitted.

Where the installation crosses any ditches, canals or water carrying structures, the installation shall be pushed through and beneath in a pipe of larger diameter thereby eliminating the necessity of trenching. In no case shall the flow of water be impaired or interrupted. PROWERS COUNTY will review proposed irrigation lines and, upon request, may waive the sleeve requirement based on the review.

The work must be accomplished in accordance with accepted good practices and conform to the strictest recommendations of any applicable National Safety Code and to such Colorado statutes as are applicable.

SPECIAL PROVISIONS:

UNDERGROUND AND UTILITY PERMIT
Page 2
BOARD OF COUNTY COMMISSIONERS
PROWERS COUNTY, COLORADO

Underground and Utility Permit

Permit Number 952

The PERMITTEE shall maintain the installation at all times and agrees to indemnify and hold PROWERS COUNTY, the agencies thereof and their officers, employees and agents harmless from any and all loss and damage which may arise out of or be connected with the installation, maintenance, repair and replacement of any facility connected therewith.

This work shall be completed within 130 days from the above date. No work shall be allowed on Saturdays or Sundays. No open trench shall be permitted on or near a traveled roadway after dark, unless otherwise specified in special provisions.

PERMITTEE will be required to shut off lines and remove all materials on or near the highway right-of-way when requested to do so by PROWERS COUNTY because of necessary highway construction or maintenance operations. Permits involving encroachment on the National System of Interstate Defense Highways may require concurrence by the U.S. Bureau of Public Roads or other Federal Agencies. Permits involving encroachment on the Colorado Dept. of Transportation Highways may require concurrence by the Colorado Dept. of Transportation or other Colorado Agencies prior to the issuance of a permit by PROWERS COUNTY.

The public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of the PERMITTEE and in accordance with directions given by the Supervisor or the Supervisor's representatives.

In the event any changes are made to this highway in the future or other circumstances arise that would necessitate removal or relocation of this installation, PERMITTEE will do so promptly at PERMITTEE'S own expense upon written request from PROWERS COUNTY. PROWERS COUNTY, whether negligent or otherwise, shall not be responsible for any damage that may result from the maintenance or use of the highway and right-of-way to the installation placed inside the right-of-way limits of PROWERS COUNTY.

This permit shall bind the parties and their respective heirs, successors, personal representatives and assigns, including but not limited to the provisions excluding liability of PROWERS COUNTY. Any action necessary to construe, interpret, or enforce the provisions of this Agreement shall be brought and maintained in the District Court in and for Prowers County, Colorado, and in the event PROWERS COUNTY is the substantially prevailing party therein, PROWERS COUNTY shall be entitled, as a matter of contract law and agreement, to recover its costs and expense therein incurred, including reasonable attorney and expert witness fees and costs.

PROWERS COUNTY, COLORADO

By [Signature]
Road & Bridge Supervisor (Date)

PROWERS COUNTY, COLORADO

By _____
Chairman, Board of Commissioners (Date)

In accepting this Permit the undersigned, representing the PERMITTEE, verifies that the undersigned has read and understands all of the foregoing provisions, that the undersigned has authority to sign for and bind the PERMITTEE, and that by virtue of the undersigned's signature the PERMITTEE is bound by all the conditions set forth herein.

PERMITTEE Signature: [Signature] DATE: 4-25-23

5:02



mm

38°08'34"N 102°37'23"W

7

Plant
12

Dropped Pin



38°08'34"N 102°37'23"W · 3,700 ft

Imagery date: Not available



Measure

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 5-9-2023

Submitter: Sheryl Reifschneider, AP Director

Submitted to the County Administration Office on: 5-3-2023

Return Originals to: Sheryl Reifschneider, AP Director & Jana Coen

Number of originals to return to Submitter: 2

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of Underground and Utility Permit #953 located on County Rd. 6 and HH.7, for Prosperity Lane Water and the permit fee is waived.

Justification or Background:

Fiscal Impact: This item is budgeted in the following account code:

County: \$_____

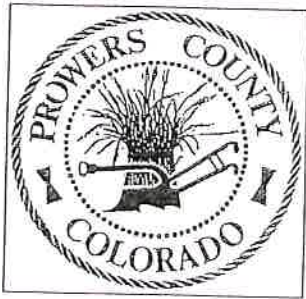
Federal: \$_____

State: \$_____

Other: \$_____

Approved by the County Attorney on:

PERMIT NUMBER 953



**UNDERGROUND AND UTILITY PERMIT
BOARD OF COUNTY COMMISSIONERS
PROWERS COUNTY, COLORADO
301 SOUTH MAIN STREET, SUITE 215
LAMAR, COLORADO 81052
Phone: (719)336-8025
Fax: (719)336-2255**

PERMITTEE'S NAME: Prosperity Lane Water DATE: 4-25-23
ADDRESS: PO Box 389 Lamar CO 81052

Your request for permission to install a new main line water valve
is granted, subject to the following terms and conditions:

IT IS UNDERSTOOD that the PERMITTEE will cause the installation to be fully completed at no expense whatsoever to PROWERS COUNTY and that the PERMITTEE will own and maintain the same after installation. PROWERS COUNTY makes no warranty of title, either expressed or implied.

The installation shall be installed beneath the surface of the right-of-way at a minimum depth of 36 inches, and the disturbed portion of the roadway and right-of-way shall be restored to its original condition. No part of the installation will be above the surface unless specifically approved by PROWERS COUNTY herein. The back filling shall be made in six inch lifts and mechanically tamped and packed, and the last twelve inches of the back fill shall be of stable granular material such as crushed rock or gravel. If PROWERS COUNTY so requires, PERMITTEE shall mark this installation with markers acceptable to PROWERS COUNTY at the location or locations designated by PROWERS COUNTY.

Where the installation crosses the roadway, it shall be encased in pipe of larger diameter and the crossing shall be as nearly perpendicular to the roadway as physically possible. This installation shall be installed by the method of boring or jacking through beneath the road surface; however, open cut shall be allowed up to the edge of the surfaced portion of the highway. No water shall be used in the boring and no tunneling shall be permitted.

Where the installation crosses any ditches, canals or water carrying structures, the installation shall be pushed through and beneath in a pipe of larger diameter thereby eliminating the necessity of trenching. In no case shall the flow of water be impaired or interrupted. PROWERS COUNTY will review proposed irrigation lines and, upon request, may waive the sleeve requirement based on the review.

The work must be accomplished in accordance with accepted good practices and conform to the strictest recommendations of any applicable National Safety Code and to such Colorado statutes as are applicable.

SPECIAL PROVISIONS:

UNDERGROUND AND UTILITY PERMIT
Page 2
BOARD OF COUNTY COMMISSIONERS
PROWERS COUNTY, COLORADO

Underground and Utility Permit

Permit Number 953

The PERMITTEE shall maintain the installation at all times and agrees to indemnify and hold PROWERS COUNTY, the agencies thereof and their officers, employees and agents harmless from any and all loss and damage which may arise out of or be connected with the installation, maintenance, repair and replacement of any facility connected therewith.

This work shall be completed within 130 days from the above date. No work shall be allowed on Saturdays or Sundays. No open trench shall be permitted on or near a traveled roadway after dark, unless otherwise specified in special provisions.

PERMITTEE will be required to shut off lines and remove all materials on or near the highway right-of-way when requested to do so by PROWERS COUNTY because of necessary highway construction or maintenance operations. Permits involving encroachment on the National System of Interstate Defense Highways may require concurrence by the U.S. Bureau of Public Roads or other Federal Agencies. Permits involving encroachment on the Colorado Dept. of Transportation Highways may require concurrence by the Colorado Dept. of Transportation or other Colorado Agencies prior to the issuance of a permit by PROWERS COUNTY.

The public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of the PERMITTEE and in accordance with directions given by the Supervisor or the Supervisor's representatives.

In the event any changes are made to this highway in the future or other circumstances arise that would necessitate removal or relocation of this installation, PERMITTEE will do so promptly at PERMITTEE'S own expense upon written request from PROWERS COUNTY. PROWERS COUNTY, whether negligent or otherwise, shall not be responsible for any damage that may result from the maintenance or use of the highway and right-of-way to the installation placed inside the right-of-way limits of PROWERS COUNTY.

This permit shall bind the parties and their respective heirs, successors, personal representatives and assigns, including but not limited to the provisions excluding liability of PROWERS COUNTY. Any action necessary to construe, interpret, or enforce the provisions of this Agreement shall be brought and maintained in the District Court in and for Prowers County, Colorado, and in the event PROWERS COUNTY is the substantially prevailing party therein, PROWERS COUNTY shall be entitled, as a matter of contract law and agreement, to recover its costs and expense therein incurred, including reasonable attorney and expert witness fees and costs.

PROWERS COUNTY, COLORADO

PROWERS COUNTY, COLORADO

By [Signature] 5-7-2017
Road & Bridge Supervisor (Date)

By _____
Chairman, Board of Commissioners (Date)

In accepting this Permit the undersigned, representing the PERMITTEE, verifies that the undersigned has read and understands all of the foregoing provisions, that the undersigned has authority to sign for and bind the PERMITTEE, and that by virtue of the undersigned's signature the PERMITTEE is bound by all the conditions set forth herein.

PERMITTEE Signature: [Signature] DATE: 4-25-23

4:59



HH. 7



New Valve

6



3D



Google

(38°05'41"N 102°38'57"W) 2 mi

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 5-9-2023

Submitter: Sheryl Reifschneider, AP Director

Submitted to the County Administration Office on: 5-3-2023

Return Originals to: Sheryl Reifschneider & Jana Coen

Number of originals to return to Submitter: 2

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of 2023 Ambulance License No. 2023-3 and Permit No. 2023-36, for American Medical Response of Colorado, Inc. d/b/a MedTrans Ambulance Service for the period May 1, 2023 through December 31, 2023.

Justification or Background:

Replacement Ambulance

Fiscal Impact: This item is budgeted in the following account code:

County: \$_____

Federal: \$_____

State: \$_____

Other: \$_____

Approved by the County Attorney on:

AMBULANCE PERMIT

This permit expires: **December 31, 2023.**

Permit No. **2023-36**

This is to certify that **American Medical Response of Colorado, Inc., d/b/a MedTrans**
Ambulance Service of 402 Elm Ave., Rocky Ford, Colorado 81067 has been granted Prowers
County Ambulance License Number **2023-3** for the period **May1, 2023** through **December 31,**
2023, and in compliance with C.R.S. 25-3.5-302 this permit is issued for the following vehicle:

Unit 203; 2023 FORD 4 Wheel Drive Ambulance Type II
VIN#1FDBW2XG9PKA01244

Issued at Lamar, Colorado this 9th day of May, 23.

PROWERS COUNTY BOARD OF
COMMISSIONERS

By: _____
Ron Cook, Chairman

ATTEST:

Jana Coen
County Clerk