

GRANT AGREEMENT

Between

**STATE OF COLORADO
DEPARTMENT OF LOCAL AFFAIRS**

And

SAN JUAN COUNTY

Summary

Award Amount: \$34,000.00

Identification #s:

Encumbrance #: F13S7091 (*DOLA's primary identification #*)
Contract Management System #: 54635 (*State of Colorado's tracking #*)

Project Information:

Project/Award Number: EIAF 7091
Project Name: San Juan County – E911 Enhanced Emergency Telephone System
Performance Period: Start Date: _____ End Date: 05/31/14
Brief Description of Project / Assistance: The Project consists of purchasing and installing new and enhanced E911 telephone equipment.

Program & Funding Information:

Program Name: Energy & Mineral Impact Assistance Fund
Funding source: State Funds
Catalog of Federal Domestic Assistance (CFDA) Number (if federal funds): N/A
Funding Account Codes: 152 FBA0 127 5120 S3A8

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS GRANT

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

**GRANTEE
SAN JUAN COUNTY**

By: Ernest F. Kuhlman
Name of Authorized Individual (print)

Title: Chairman
Official Title of Authorized Individual

Ernest F. Kuhlman
*Signature

Date: 4/24/13

**STATE OF COLORADO
John W. Hickenlooper, GOVERNOR
DEPARTMENT OF LOCAL AFFAIRS**

By: Reeves Brown
Reeves Brown, Executive Director

Date: April 30, 2013

PRE-APPROVED FORM CONTRACT REVIEWER

By: Bret Hillberry
Bret Hillberry, State Grants Program Manager

Date: 4/29/13

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

**STATE CONTROLLER
David J. McDermott, CPA**

By: Barbara M. Casey
Barbara M. Casey, CPA, Controller Delegate

Date: 4/30/13

EXHIBIT B – SCOPE OF PROJECT (SOP)

1. PURPOSE

1.1. Energy Impact . The purpose of the Energy and Mineral Impact Assistance Program is to assist political subdivisions that are socially and/or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels.

2. DESCRIPTION OF THE PROJECT(S) AND WORK.

2.1. Project Description. The Project consists of purchasing and installing new and enhanced E911 telephone equipment.

1.1. Work Description. The Work consists of the purchase and installation of new E911 telephone equipment for San Juan County (Grantee). Specifically, the Grantee will purchase and install a 9-1-1 VoIP High Availability System. Training for Grantee personnel is part of the Project. The equipment will be owned by San Juan County and located at the San Juan County Courthouse in the Town of Silverton.

1.1.1.A contract for the purchase or acquisition of materials, equipment, or vehicles shall be awarded by Grantee to a qualified vendor or firm through a competitive selection process with the Grantee being obligated to award the contract to the lowest responsible bidder meeting the Grantee's specifications.

1.1.2.During a period of ten (10) years following the date of closeout of the Project by the State, the Grantee may not change the ownership of the equipment. If the Grantee decides to change the ownership of the equipment to an entity which the State determines does not qualify in meeting the original intent of the Project, the Grantee must reimburse to the State an amount equal to the current fair market value of the equipment, less any portion of the value attributable to expenditures of non Energy Impact funds for acquisition of and improvements to, the equipment. At the end of the ten (10) year period following the date of completion and thereafter, no State restrictions on ownership of the equipment shall be in effect.

1.2. Responsibilities. Grantee shall be responsible for the completion of the Project and the Work and to provide required documentation to DOLA as specified herein.

1.3. Recapture of Advanced Funds. To maximize the use of Grant Funds, the State shall evaluate Grantee's expenditure of the Grant Funds for timeliness and compliance with the terms of this Grant. DOLA reserves the right to recapture advanced Grant Funds when Grantee has not or is not complying with the terms of this Grant.

1.4. Eligible Expenses. Eligible expenses shall include: the costs of purchase and installation of new and enhanced E911 equipment, and costs to train users of the new system.

1.5. Cost Savings. Cost Savings derived while completing the Project shall be:

1.5.1. split on a pro-rata basis between the State and Grantee

1.5.2. returned to the State

2. DEFINITIONS

2.1. “Cost Savings” means the Project Budget amount less the amount expended to complete the Work. Cost Savings are determined at the time the Work is completed and the final payment request is submitted by the Grantee to the State. Cost Savings do not result in payment by the State to Grantee above actual expenditures beyond the required ratio, but deobligates unexpended Grant Funds and reduces Grantee’s matching funds requirement. State shall provide written notice to Grantee verifying any Cost Savings.

2.2. “Cumulative Budgetary Line Item Changes” means a cumulative or increasing accumulation of additional expenses within a specific line item as listed in §6.2 Project Budget within this **Exhibit B**.

2.3. “Project Budget Line items” means:

2.3.1. “Equipment, Vehicles or Materials Acquisition” means vehicles, equipment and materials costs, freight costs, Request For Proposal/Bid advertisement costs, hardware, software and training costs, and attorney’s fees.

2.4. “Substantial Completion” means the stage or designated portion of the Project that is sufficiently complete in accordance with the Grant so the Work can be utilized for its intended purpose without undue interference.

3. **DELIVERABLES**

3.1. **Outcome.** The final outcome of this Grant is that Grantee will have a fully operational E911 system that will provide timely and accurate responses from fire, ambulance and law enforcement providers to the residents and visitors in San Juan County. The Grantee will have the ability to provide a Reverse 911 emergency notification with the new technology.

3.2. **Service Area.** The performance of the Work described within this Grant shall be located in San Juan County, Colorado.

3.3. **Performance Measures.** Grantee shall comply with the performance measures on **Exhibit E**.

3.4. **Project Budget Line Item Adjustments.** Project Line Item Adjustments shall not increase the Grant Funds or the total amount of the Budget.

3.4.1. Grantee shall have authority to adjust individual budget line amounts without approval of the State up to an aggregate of 10% of such line item from which the funds are moved. Such authority shall not allow Grantee to transfer to or between administration budget lines. Grantee’s Responsible Administrator shall send written notification of allowed adjustments to the State within 30 days of such adjustment.

3.4.2. All changes to individual budget lines amounts which are in excess of 10% but less than 24.99% of such line item from which the funds are moved (each a “**Minor Line Item Adjustment**”) shall require prior written approval of the DOLA Controller. Grantee’s Responsible Administrator shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State shall unilaterally execute an Option Letter accepting such request pursuant to §7(c)(i) of the Grant. Grantee is not authorized to perform until Grantee receives an executed Option Letter accepting such change.

3.4.3. All changes to individual budget lines amounts which are in excess of 24.99% of such line item from which the funds are moved shall require a prior written amendment executed by the Grantee and DOLA pursuant to §21(J) of the Grant. Grantee shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. Grantee is not authorized to perform until a bi-lateral amendment is fully executed by the DOLA Controller accepting such change.

3.4.4. **Signature Authority.** All Grantee notices and requests submitted to DOLA pursuant to this §4.4 (each a “**Line Item Proposal**”), must be signed and dated by a person authorized to bind the Grantee to such Line Item Proposal.

3.5. **Overall Project Budget Adjustments.**

3.5.1. All changes to the overall Project Budget which are less than 24.99% (each a “**Minor Budget Adjustment**”) shall require prior written approval of the DOLA Controller. Grantee’s Responsible Administrator shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State shall unilaterally execute an Option Letter accepting such request pursuant to §7(c)(ii) of the Grant. Grantee is not authorized to perform until Grantee receives an executed Option Letter accepting such change. Minor Budget Adjustments shall not increase the Grant Funds.

3.5.1.1. Exception for Setting Final Initial Budget. Within 30 days of bid opening for its selection of its prime Subcontractor, Grantee shall submit a written request for changes to the overall Project Budget to revise the initial overall Project Budget estimate to align it with current market conditions (a “**True-up Budget Proposal**”). Grantee’s Responsible Administrator shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State shall unilaterally execute an Option Letter accepting such request pursuant to **§7(c)(iii)** of the Grant. Grantee is not authorized to perform until Grantee receives an executed Option Letter accepting such change. True-up Budget Proposals shall not increase the Grant Funds. The overall Project Budget adjustment permitted by this **§4.5.1.1** is only permitted once under this Grant.

3.5.2. All changes to the overall Project Budget which are in excess of 24.99% shall require a prior written amendment executed by the Grantee and DOLA pursuant to **§21(J)** of the Grant. Grantee shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. Grantee is not authorized to perform until a bi-lateral amendment is fully executed by the DOLA Controller accepting such change.

3.5.3. Signature Authority. All Grantee notices and requests submitted to DOLA pursuant to this **§4.5** (each a “**Budget Proposal**”), must be signed and dated by a person authorized to bind the Grantee to such Budget Proposal.

3.6. Quarterly Pay Request and Status Reports. Beginning 30 days after the end of the first quarter following execution of this Grant and for each quarter thereafter until termination of this Grant, Grantee shall submit Pay Requests and Status Reports using a form provided by the State. The State shall pay the Grantee for actual expenditures made in the performance of this Grant based on the submission of statements in the format prescribed by the State. The Grantee shall submit Pay Requests setting forth a detailed description and provide documentation of the amounts and types of reimbursable expenses. For quarters in which there are no expenditures to reimburse, Grantee shall indicate zero (0) in the request and specify status of the Work in the Status Report. The report will contain an update of expenditure of funds by line item as per **§6.2** of this **Exhibit B** Scope of Project as well as a projection of all Work expected to be accomplished in the following quarter, including an estimate of Grant Funds to be expended. This report is due within 30 days of the end of the quarter or more frequently at the discretion of the Grantee.

3.7. DOLA Acknowledgment. The Grantee agrees to acknowledge the Colorado Department of Local Affairs in any and all materials or events designed to promote or educate the public about the Work and the Project, including but not limited to: press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

4. PERSONNEL

4.1. Replacement. Grantee shall immediately notify the State if any key personnel specified in **§5** of this **Exhibit B** cease to serve. Provided there is a good-faith reason for the change, if Grantee wishes to replace its key personnel, it shall notify the State and seek its approval, which shall be at the State 's sole discretion, as the State executed this Grant in part reliance on Grantee’s representations regarding key personnel. Such notice shall specify why the change is necessary, who the proposed replacement is, what their qualifications are, and when the change will take effect. Anytime key personnel cease to serve, the State, in its sole discretion, may direct Grantee to suspend Work until such time as replacements are approved. All notices sent under this subsection shall be sent in accordance with **§16** of the Grant.

4.2. Responsible Administrator. Grantee’s performance hereunder shall be under the direct supervision of William Tookey, County Administrator (sanjuancounty@frontier.net), an employee or agent of Grantee, who is hereby designated as the responsible administrator of this Project. Such administrator

shall be updated through the approval process in §5.1. If this person is an agent of the Grantee, such person must have signature authority to bind the Grantee and must provide evidence of such authority.

4.3. Other Key Personnel: None. Such key personnel shall be updated through the approval process in §5.1.

5. FUNDING

The State provided funds shall be limited to the amount specified under the “Grant Funds” column of §6.2, Project Budget, below.

5.1. Matching Funds. Grantee shall provide the required (*see checked item*) Matching Funds, as listed in the “Matching Funds” column of §6.2 below during the term of this Project. Funds used as match on previous grant(s) cannot be used as Matching Funds for this Grant.

5.2. Project Budget

Project Budget Line Items	Total Cost	Grant Funds	Matching Funds	Matching Funds Source
Equipment, Vehicles or Materials Acquisition	\$68,000	\$34,000	\$34,000	Grantee
Total	\$68,000	\$34,000	\$34,000	

6. PAYMENT

Payments shall be made in accordance with this section and the provisions set forth in §7 of the Grant.

6.1. Payment Schedule. If Work is subcontracted or subgranted and such Subcontractors and/or Subgrantees are not previously paid, Grantee shall disburse Grant Funds received from the State to such Subcontractor or Subgrantee within fifteen days of receipt. Excess funds shall be returned to DOLA.

Payment	Amount	
Interim Payment(s)	\$30,600	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	\$3,400	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total	\$34,000	

6.2. Remittance Address. If mailed, payments shall be remitted to the following address unless changed in accordance with §16 of the Grant:

San Juan County
 P. O. Box 466
 Silverton, CO 81433

6.3. Interest. Grantee or Subgrantee may keep interest earned from Grant Funds up to \$100 per year for administrative expenses.

7. ADMINISTRATIVE REQUIREMENTS

7.1. Reporting. Grantee shall submit the following reports to DOLA using the State-provided forms. DOLA may withhold payment(s) if such reports are not submitted timely.

7.1.1. Quarterly Pay Request and Status Reports. Quarterly Pay Requests shall be submitted to DOLA in accordance with §4.6 of this Exhibit B.

7.1.2. Final Reports. Within 90 days after the completion of the Project, Grantee shall submit the final Pay Request and Status Report to DOLA.

7.2. Monitoring. Grantee shall notify DOLA at least 30 days in advance of Substantial Completion of the Project. DOLA shall monitor this Work on an as-needed basis. DOLA may choose to audit the records for activities performed under this Grant. Grantee shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an executed Grant. Such books and records shall contain documentation of the Grantee's pertinent activity under this Grant in accordance with Generally Accepted Accounting Principles.

7.2.1.Subgrantee. Grantee shall monitor its Subgrantees, if any, at least once during the term of this Grant. Results of such monitoring shall be maintained on file.

8. CONSTRUCTION/RENOVATION. The following subsections shall apply to construction and/or renovation related projects/activities:

8.1. Plans & Specifications. Construction plans and specifications shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Grantee through a competitive selection process.

8.2. Procurement. A construction contract shall be awarded to a qualified construction firm through a formal selection process with the Grantee being obligated to award the construction contract to the lowest responsible bidder meeting the Grantee's specifications.

8.3. Subcontracts. Copies of any and all contracts entered into by the Grantee in order to accomplish this Project shall be submitted to DOLA upon request, and any and all contracts entered into by the Grantee or any of its Subcontractors shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.

8.4. Standards. Grantee, Subgrantees and Subcontractors shall comply with all applicable statutory design and construction standards and procedures that may be required, including the standards required by Colorado Department of Public Health and Environment, and shall provide the State with documentation of such compliance.

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