

**INTERGOVERNMENTAL AGREEMENT
(Urban Area Security Initiative)**

THIS INTERGOVERNMENTAL AGREEMENT (the "IGA") dated _____, 2010 is between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado ("Denver"), and **EVERGREEN FIRE PROTECTION DISTRICT**, a quasi municipal corporation of the State of Colorado (the "Non-jurisdictional Sub-grantee").

RECITALS

A. The U.S. Department of Homeland Security ("U.S. DHS") awarded Urban Area Security Initiative ("UASI") grants to Denver that were passed through to Denver by various department of the State of Colorado, most recently the Governor's Office of Homeland Security ("OHS").

B. The purpose of the UASI grants is to allow the Denver Urban Area to prepare for and to enhance its capacity to prevent, mitigate, respond, and recover from all Incidents and if Incidents occur, to improve the ability of the State and local emergency personnel to respond to them.

C. The UASI grants contemplate that Denver and local governments will cooperate in the purchase of emergency responder equipment, planning, conducting and evaluating exercises, establishing training, planning associated with the completion of the Urban Area Homeland Security Strategy, and management and administration associated with the implementation of the overall Urban Area Security Initiative for the benefit of the entire urban area, including non-jurisdictional areas.

D. Denver and jurisdictions in the Denver Metropolitan Area have formed the Urban Area Working Group to achieve the purposes of the UASI grants.

E. The Non-jurisdictional Sub-grantee is not a member of the UASI Working Group and has been determined by the UASI Working Group to be an eligible entity. Consistent with the principles set forth in the UASI grants and the grant agreements, the parties enter this IGA.

NOW, THEREFORE, the parties hereby agree as follows:

1. PURPOSE. The purpose of this Agreement is to provide for the purchase and construction of equipment purchased by Denver with UASI grant funds to Non-jurisdictional Sub-grantee, and other benefits approved by the Working Group, and to further the purposes of the UASI grant program in accordance with the UASI FY2009 Grant Agreement incorporated herein and attached hereto as **Exhibit A**. Additionally, a description of the grant purpose is set out in **Attachment 1, 2009 Homeland Security Grant Request Format**, attached hereto.

2. DEFINITIONS.

a. *Bylaws* means those of the Urban Area Working Group, including duly authorized and executed amendments thereto.

b. *Core City* is defined by the UASI grants as the City and County of Denver.

10-10-04

c. *Core County* is defined by the UASI grants as the City and County of Denver.

d. All references to *Grant Agreement(s)* or *grant agreement(s)* means the State of Colorado, Governor's OHS Urban Area Security Initiative Grant Program Grant Agreement with the City and County of Denver, including amendments thereto, and any earlier and later agreements, through which U.S. DHS UASI grants were or are passed through from the State to Denver that are used to fund this Agreement.

e. *Incident or Incidents* mean All-Hazard disasters or events natural or man-made, including all terrorist attacks involving chemical, biological, radiological, nuclear, or explosive ("CBRNE") devices.

f. *Include, includes, and including* are to be read as if followed by the words "without limitation" unless specifically qualified by words of limitation.

g. *party* and *parties* refer only to a named party to this Agreement.

h. *State* means the State of Colorado.

i. *State Administrative Agency Point of Contact* means the person designated by the Director Governor's OHS Urban Area Security Initiative Grant Program or such other person of the State agency, department, or division duly designated by the State.

j. *Non-jurisdictional Sub-grantee* as used in this Agreement means the second party non-member jurisdiction entering this intergovernmental agreement with Denver.

k. *UASI* means Urban Area Security Initiative.

l. *U.S. DHS* means the United States Department of Homeland.

m. *Urban Area* means the City and County of Denver and the governmental or quasi-governmental jurisdictions contiguous to Denver and other jurisdictions approved by the Urban Area Working Group consistent with the Urban Area Working Group Bylaws that provide law enforcement, emergency medical services, emergency management, fire service, hazardous materials response, public works services, or public health services.

n. *Urban Area Working Group* consists of representatives as set forth in the Bylaws, as the same may be periodically amended. The Urban Area Working Group is responsible for coordinating development and implementation of all program elements, including the urban area assessment, strategy development, and any direct services that are delivered by U.S. DHS.

3. ROLES AND RESPONSIBILITIES.

a. *Core City and County*: In accordance with the budget and Denver's own procurement laws, regulations and policies, from time-to-time, Denver will procure, or cause to be procured, supplies, equipment and services deemed necessary to enhance the security and preparedness of the Urban Area. Denver agrees to grant or provide supplies, equipment, exercises and training, or to

reimburse operational expenses for designated heightened threat alert levels all as budgeted and approved by the Urban Area Working Group, to Non-jurisdictional Sub-grantee, subject to UASI grants being received under the Grant Agreement and appropriated by City Council. Exercise and training costs may include personnel expenses to backfill positions during such training and exercises, equipment and services deemed necessary to enhance the security and preparedness of the Urban Area.

b. Non-jurisdictional Sub-grantee agrees:

i. To provide a cash match in the amount of **One Hundred Eighty Nine Thousand Dollars (\$189,000.00)** for the equipment and other tangible goods funded by the 2009 UASI Grant Agreement, which amount is in addition to the City's portion from the grant. Sub-grantee shall pay this amount directly to the vendor of that equipment and other tangible goods within 30 days of receipt of invoice but in any case, payment is due before delivery of that equipment and other tangible goods. Sub-grantee's failure to timely pay before the scheduled delivery date of any equipment and other tangible goods to be provided to it under this Agreement is a material breach of this Agreement.

ii. To do all things necessary to accept goods or services provided to it under this Agreement.

iii. To accept title to and to maintain all equipment and other tangible goods to be provided to it under this Agreement in good working order for the reasonably expected life-cycle of such equipment and other tangible goods, ordinary use, wear and tear excepted.

iv. To rotate and replace equipment and other tangible goods provided to it under this Agreement as necessary to prevent such equipment and other tangible goods from becoming spoiled; deteriorated, defective, lost, stolen, or obsolete.

v. To respond to Incidents utilizing the equipment and other tangible goods provided for or reimbursed under this Agreement, including replacement supplies and equipment acquired in accordance with this Agreement, and utilizing trained personnel.

vi. To make its personnel and equipment or other tangible goods procured with funds from UASI grants, reasonably available for training and exercises, and responses to Incidents based on requests from any Urban Area Working Group member, OHS, or U.S. DHS.

vii. To test and train appropriate responsible persons on use of equipment and other tangible goods in simulated exercises, including those done independently and throughout the Urban Area.

viii. To submit requests for reimbursement of exercise, training and operational expenses, including overtime and backfill costs for personnel, and those costs associated with increased security measures during designated heightened threat alert levels on forms required by Denver and in accordance with the budget approved by the Urban Area Working Group.

ix. That reimbursement of overtime shall be subject to the Urban Area Working

Group's procedures and protocols and that Non-jurisdictional Sub-grantee shall submit requests for reimbursement of exercise and training expenses, including overtime and backfill costs for personnel, on forms required by Denver and in accordance with the budget approved by the Urban Area Working Group.

x. To maintain all records that may be required by the terms of the UASI grant agreements, State and federal laws, rules and regulations, or by Denver.

xi. To provide all supplemental documentation that may be required by Denver.

xii. That this Agreement does not warrant or guarantee that Non-jurisdictional Sub-grantee will receive any specific amount of equipment and other tangible goods, training, or reimbursement. Non-jurisdictional Sub-grantee understands that it may receive more or less equipment or other tangible goods, training or reimbursement depending upon the approved budget and Non-jurisdictional Sub-grantee's ability to take advantage of the training in a timely manner.

xiii. To comply with all terms of each grant agreement and UASI grants from which it receives any goods or services, including reimbursement for any reason.

4. **FUNDING.** Denver's obligations under this Agreement or any renewal extend only to monies appropriated for the purpose of this Agreement by the Denver City Council, paid into Denver Treasury, and encumbered for the purposes of this Agreement. By execution of this Agreement, neither party irrevocably pledges present cash reserves for payments in future fiscal years, and this Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of either party.

Denver's obligations under this Agreement are limited to the funds made available pursuant to the Grant Agreement and budget approved by the Urban Area Working Group for fulfilling the purposes of this Agreement. That amount is **Seven Hundred and Eleven Thousand Dollars (\$711,000.00)**.

5. **TAXES, CHARGES, AND PENALTIES.** Denver shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Denver's Revised Municipal Code.

6. **COORDINATION AND LIAISON.** Denver's point of contact for the UASI grants is the Director of the Mayor's Office of Emergency Management and Homeland Security ("Director"), who will serve as Denver's representative to the Urban Area Working Group. During the term of this Agreement, Non-jurisdictional Sub-grantee shall fully coordinate all activities and obligations related to or arising out of this Agreement with Denver, including the Director, or as otherwise directed by Denver.

7. **TERM AND TERMINATION.** The term of the Agreement is from December 15, 2009 and terminates on October 31, 2011. Denver may terminate this Agreement, or any part thereof, for the reasons and in the manner provided in any UASI grant agreement funding this Agreement. References in any of those UASI grant Agreements to the "Office" or "State" means the "City" and

references to “Contractor” mean Non-jurisdictional Sub-grantee.

8. DISCLAIMER OF WARRANTIES. THE GOODS PROVIDED BY THE CITY UNDER THIS AGREEMENT ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND FROM THE CITY, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY THE CITY, ITS AFFILIATES, OR ITS CONTRACTORS, OR THEIR RESPECTIVE EMPLOYEES WILL CREATE ANY WARRANTY FROM THE CITY. The City is not responsible for any defects or damages resulting from mishandling, abuse, misuse, accident, electrical power surges or current fluctuations, Force Majeure Event, improper storage or operation, including use in conjunction with equipment electrically or mechanically incompatible with or of inferior quality to the supplied Goods or failure to maintain the environmental conditions specified by the manufacturer or licensor. Any warranties associates with the Goods are solely those provided by the manufacturer or seller of the Goods directly to Sub-grantee.

9. INDEMNITY. To the extent authorized by law, Non-jurisdictional Sub-grantee shall indemnify, defend and hold Denver harmless against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by Non-jurisdictional Sub-grantee, or its employees, agents, subcontractors, or assignees pursuant to the terms of this Agreement. By executing this Agreement containing this indemnity clause, the Non-jurisdictional Sub-grantee does not waive the operation of any law concerning its ability to indemnify. Nothing herein waives the rights, immunities, limitations, or defenses afforded the parties by the Colorado Governmental Immunity Act, C.R.S. §24-10-101, *et seq.* as may be amended from time to time.

10. WHEN RIGHTS AND REMEDIES NOT WAIVED. In no event will performance by a party constitute or be construed to be a waiver by that party of any breach of term, covenant, or condition or any default that may then exist on the part of the other party, and the tender of any such performance when any breach or default exists (or is claimed to exist) impairs or prejudices any right or remedy available to the other party with respect to the breach or default. No assent, expressed or implied, to any breach of any one or more terms, covenants, or conditions of this Agreement is or may be construed to be a waiver of any succeeding or other breach.

11. CONFLICT OF INTEREST. No employee of either party has or may have any personal or beneficial interest whatsoever in the services or property described herein. Non-jurisdictional Sub-grantee shall not hire or contract for services with any employee or officer of Denver that would result in any violation of the Denver Revised Municipal Code, Chapter 2, Article IV, Code of Ethics, or Denver City Charter provisions 1.2.8, 1.2.9, 1.2.12.

12. STATUS OF PARTIES. Each party is an independent contractor to the other. Neither party is an employee of the other; no officer, employee, agent or contractor of one party is an officer, employee, agent, or contractor of the other party for any purpose, including unemployment compensation and workers’ compensation.

13. EXAMINATION OF RECORDS. Non-jurisdictional Sub-grantee shall retain for at least seven (7) years after the expiration of this Agreement all records related to this Agreement, including documentation and records for equipment, other tangible goods, funding, or services provided for under this Agreement and expenses incurred arising out of this Agreement. Any duly authorized representative of the federal government, state government or Denver, including Denver's Auditor or his representative have access to and the right to examine any directly pertinent books, documents, papers and records of Non-jurisdictional Sub-grantee related to this Agreement, until the expiration of seven (7) years after the end of the State of Colorado fiscal year that includes the end of the UASI grant agreement(s). In the event any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the seven year period, Non-jurisdictional Sub-grantee shall retain the records until completion of the action and resolution of all issues that arise from it, or until the end of the seven year period, whichever is later.

14. ASSIGNMENT AND SUBCONTRACTING. Denver is not obligated or liable under this Agreement to any person or entity other than Non-jurisdictional Sub-grantee. Non-jurisdictional Sub-grantee shall not voluntarily or involuntarily assign any of its rights or obligations under this Agreement or subcontract performance obligations without obtaining express prior written consent and approval from Denver and the State of Colorado. Consent and approval may not be unreasonably withheld. Any attempt by the Non-jurisdictional Sub-grantee to assign its rights or obligations or subcontract performance obligations without this prior written consent will be void and, at Denver's option, automatically terminates this Agreement. In the event of any unauthorized assignment or any subcontracting: (i) the Non-jurisdictional Sub-grantee remains responsible to Denver; and (ii) no contractual relationship exists between the City and such assignee or subcontractor.

15. NO THIRD PARTY BENEFICIARY. The enforcement of this Agreement, and all rights of action relating to enforcement, are strictly reserved to the parties. Nothing in this Agreement gives or allows any claim or right of action by any person or other entity on this Agreement, including subcontractors and suppliers. Any person who or other entity other than the parties that receives services or benefits under this Agreement is an incidental beneficiary only.

16. GOVERNING LAW; VENUE. Each term, provision, and condition of this Agreement is subject to the provisions of Colorado law, the Charter of the City and County of Denver and the ordinances, and regulations enacted pursuant thereto. Unless otherwise specified, any general or specific reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders (including memoranda thereto), or contracts, means statutes, laws, regulations, charter or code provisions, ordinances, and executive orders (including memoranda thereto) and contract as amended or supplemented from time to time and any corresponding provisions of successor statues, laws, regulations, charter or code provisions, ordinances, or executive orders (including memoranda thereto) and contracts. Venue for any legal action relating to or arising out of this Agreement will be in the District Court of the State of Colorado Second Judicial District.

17. SEVERABILITY. Except for the provisions of this Agreement requiring appropriation of funds, if a court of competent jurisdiction finds any provision of this Agreement or any portion thereof to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

18. PARAGRAPH HEADINGS. The captions and headings set forth in this Agreement are for convenience of reference only and do neither define nor limit its terms and may not be construed to do so.

19. SURVIVAL OF CERTAIN PROVISIONS. The terms of this Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of this Agreement survive this Agreement and will continue to be enforceable. Without limiting the generality of this provision, Non-jurisdictional Sub-grantee's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

20. NOTICES. Notices concerning termination of this Agreement, alleged or actual violation(s) of the terms or conditions of this Agreement, and notices of similar importance, as well as, bills, invoices, or reports required under this Agreement must be mailed by United States mail, postage prepaid, if to Non-jurisdictional Sub-grantee at its address written above, and if to the City at the addresses listed below. Notices must be delivered by prepaid U.S. mail and become effective three (3) days after deposit with the U.S. Postal Service. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered but these substitutions are not be effective until actual receipt of written notification.

City and County of Denver
Mayor's Office of Emergency Management Homeland Security
Program Administrator - Denver UASI
1437 Bannock Street Room 3
Denver, Colorado 80202
Attn: Lin Bonesteel

With copies of termination and violation notices to:

Office of the Mayor
1437 Bannock Street, Room 350
Denver, Colorado 80202

Denver City Attorney's Office
1437 Bannock Street, Room 353
Denver, Colorado 80202

21. ORDER OF PRECEDENCE. In the event of any conflict between the terms contained in the numbered sections, including subparts to them, of this Agreement and those of any exhibit such that the full effect cannot be given to both or all provisions, then the terms contained in the numbered sections, including subparts to them, of this Agreement control.

22. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS. This Agreement is the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion or other amendment has any force or effect, unless embodied herein in writing or otherwise referenced. Amendments to this Agreement will become effective when approved by both parties and executed in the same manner as this Agreement.

23. LEGAL AUTHORITY. The parties represent and assure that each possesses the legal

authority, pursuant to any proper, appropriate and official motion, resolution or action necessary, to enter into this Agreement. The persons or person signing and executing this Agreement on behalf of a party, represent(s) that he or she is fully authorized to execute this Agreement on behalf of their jurisdiction and to validly and legally bind their jurisdiction to all the terms, performances and provisions herein set forth. If there is a dispute as to the legal authority of either the Non-jurisdictional Sub-grantee or the person signing this Agreement to enter into this Agreement, at its option, Denver may temporarily suspend or permanently terminate this Agreement or both. Denver will not be obligated to perform any of the provisions of this Agreement after it has suspended or terminated this Agreement as provided in this Agreement.

24. COUNTERPARTS. This Agreement may be executed in counterparts, each of which when executed and delivered constitutes an original and together constitutes one and the same instrument.

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THE PARTIES have executed this Agreement as of the date first above written.

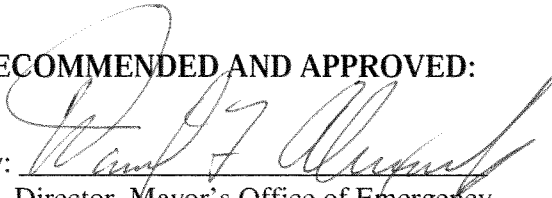
ATTEST:

CITY AND COUNTY OF DENVER:

By: _____
STEPHANIE Y. O'MALLEY, Clerk
and Recorder, Ex-Officio Clerk of the
City and County of Denver

By: _____
M A Y O R

RECOMMENDED AND APPROVED:

By: 
Director, Mayor's Office of Emergency
Management and Homeland Security

APPROVED AS TO FORM:

DAVID R. FINE, City Attorney for the
City and County of Denver

REGISTERED AND COUNTERSIGNED:

By: _____
Manager of Finance

By: _____
Assistant City Attorney

Contract Control No. **GE92280**

By: _____
Auditor

"DENVER"

EVERGREEN FIRE PROTECTION DISTRICT, a quasi municipal corporation

BY: 
President

BY: 
Secretary

EXHIBIT A & ATTACHMENT 1

**STATE OF COLORADO
GOVERNOR'S OFFICE OF HOMELAND SECURITY
URBAN AREAS SECURITY INITIATIVE GRANT PROGRAM (UASI)
GRANT AGREEMENT
with
City and County of Denver**

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1. PARTIES

THIS GRANT AGREEMENT ("Grant") is entered into by and between City and County of Denver ("Grantee"), and the STATE OF COLORADO (the "State") acting by and through the Governor's Office of Homeland Security (the "GOHS").

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY.

This Grant shall not be effective or enforceable until approved and signed by the Colorado State Controller or authorized delegate ("Effective Date"), but shall be effective and enforceable thereafter in accordance with its provisions. GOHS shall not be obligated to pay or reimburse Grantee for any performance hereunder, including,

but not limited to costs or expenses incurred, or be bound by any provision of this Grant prior to The Effective Date.

3. RECITALS

A. Authority, Appropriation, And Approval

Authority to enter into this Grant exists in the Executive Order creating the Office of Homeland Security; D003 08, issued February 4, 2008, and funds have been budgeted, appropriated and otherwise made available pursuant to the Executive Order creating the Office of Homeland Security; D003 08, issued February 4, 2008, and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. Grantee

Grantee is an eligible recipient of Grant Funds made available by the Program, as defined below, and awarded by this Grant.

C. Purpose and Office's Role

GOHS administers funds made available for the purpose of enhancing Homeland Security-related prevention, response and recovery capabilities throughout the State.

4. DEFINITIONS

The following terms as used herein shall mean and be used, construed, and interpreted as follows:

A. Effective Date

Effective Date means the date this Grant is effective and enforceable in accordance with §2 above.

B. Exhibits

The following exhibits are attached hereto and incorporated by reference herein: **Exhibit A (Applicable Laws) and Exhibit B (Administrative Requirements-Statement of Work-Budget).**

C. Goods

Goods means any physical item produced or manufactured and acquired by Grantee either separately or in conjunction with the Services rendered hereunder that are required by the provisions hereof.

D. Grant Funds

Grant Funds means the funds available for distribution by GOHS to Grantee for use in connection with the Project described in **Exhibit B**.

E. Party or Parties

Party or Parties means one or both of GOHS and Grantee.

F. Program

Program means the federal or state funding for this Grant.

G. Project

Project means the Project described in the **Exhibit B**.

H. Project Budget

Project Budget means the Project Budget described in **Exhibit B**.

I. Recipient

Recipient means any eligible entity to which Grantee provides or assigns equipment or other tangible goods procured by Grantee with funds made available under this Grant.

J. Services

Services means services performed or tangible material produced or delivered in completing the Project and in performance of Grantee's other obligations hereunder.

K. Subgrant/Subgrantee

Subgrant means any award or grant of financial assistance made to any other eligible entity through this grant. Subgrantee means any recipient of a subgrant made by the Grantee pursuant to the Grant.

L. Termination Date

Termination Date means the date this Grant terminates as described in §5 below.

M. Work

Work means the tasks Grantee is required to perform in order to fulfill its obligations hereunder.

N. Work Product

Work Product means software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type,

including drafts, prepared by Grantee in completing the Project and in performance of Grantee's other obligations hereunder.

5. TERM AND EARLY TERMINATION

A. Initial Term-Work Commencement

The term of this Grant shall commence on the later of the Effective Date or 12/15/2009, and terminate on 10/31/2011, unless terminated earlier as provided below. Grantee's obligations under this Grant shall be undertaken and performed in the sequence and manner set forth in Exhibit B (Statement of Work). Performance of this Grant shall commence as soon as practicable after the Effective Date.

B. Office's Option to Extend

GOHS, in its sole discretion and upon written notice to Grantee, may unilaterally extend the term of this Grant for a period of up to three months under the same provisions as the original Grant. This extension shall terminate at the earlier of either the end of the three month period or when a replacement Grant is signed by the Parties and approved by the State Controller or authorized designee. Any other extension of the term of this Grant requires an amendment made in accordance with §21 below.

C. Early Termination

This Grant is subject to early termination in accordance with §17 and §9 below.

6. STATEMENT OF WORK

Grantee shall complete the Project and perform its other obligations as described herein and in Exhibit B. Grantee shall prosecute its obligations hereunder and in Exhibit B with due diligence to completion. GOHS, in its sole discretion, but in accordance with limitations imposed by the Office of the State Controller, may change budgetary lines in the Project Budget section of Exhibit B. GOHS shall send notice of such changes within 60 days in accordance with §18 below.

7. MATCHING FUNDS

A. Amount

Grantee shall provide any required matching funds as provided in the Exhibit B. Grantee shall raise the full amount of matching funds during the term of this Grant and shall report to GOHS regarding the status of such funds as required in Exhibit B.

B. Breach

Grantee's failure to raise matching funds, to keep records, and/or to report may affect its continued participation in the Program under which this Grant operates. In addition, GOHS may terminate this Grant under §17 below, if GOHS has reasonable evidence that Grantee will be unable to raise such matching funds during the term hereof.

8. GRANTEE FINANCIAL MANAGEMENT

A. Accounts

Grantee shall maintain properly segregated accounts of Grant funds, matching funds, and other funds associated with the Project and make those records available to GOHS on request. All receipts and expenditures associated with the Project shall be documented in a detailed and specific manner, in accordance with the Project Budget.

B. Project Budget Line Item Adjustments

Any proposed change to this Grant Agreement shall be submitted to GOHS in advance and in writing using the forms and procedures established by GOHS.

9. PAYMENTS TO GRANTEE

Grantee shall be paid in the following amounts and manners, subject to return of any unexpended Grant Funds:

A. Maximum Amount

The maximum amount payable under this Grant to Grantee by GOHS shall be \$5,642,440.00, as determined by GOHS from available funds. GOHS shall reimburse Grantee for costs approved in the Grant budget, set forth in Exhibit B for the following services performed, reviewed, and accepted; or Goods delivered, inspected and accepted, pursuant to the provisions of this Grant, including without limitation, performance, quality, milestones and completion requirements for payment set forth in Exhibit B, and the GOHS's inspection and acceptance rights in §14 below. Satisfactory performance under the terms of this Grant shall be a condition precedent to GOHS's obligation to reimburse Grantee. The

maximum amount of Grant Funds payable as reimbursement under this Grant, and any extension hereof, shall include all Grantee's fees, costs and expenses.

B. Payment

All payments are subject to the provisions of §17 below.

i. Method and Time

Grantee periodically shall submit invoices to GOHS in the form and manner set forth in the Statement of Work, and attach timesheets, receipts and other requested documentation in the form and manner approved by GOHS. Grantee shall submit request for reimbursements/invoices within 30 days after the end of the period for which payment is requested, and final billings under this Grant shall be received by GOHS within 45 days after termination hereof. Untimely requests for payment may be accepted at the sole discretion of GOHS.

ii. Electronic Funds Transfer

Payments shall be made by one of the following methods:

- a) by mutually agreeable method including in-person pickup,
- b) electronic funds transfer (EFT) if Grantee provides written EFT instructions to GOHS on a form acceptable to GOHS, or
- c) via the U.S. Postal Service or other delivery service with a properly addressed stamped envelope to the address specified by Grantee in the remittance address section of **Exhibit B**.

iii. Available Funds-Contingency Termination

GOHS is prohibited by law from making fiscal commitments beyond the term of the State's current fiscal year. Therefore, Grantee's compensation is contingent upon the continuing availability of State appropriations as provided in §2 of the Colorado Special Provisions, set forth below. If federal appropriations or grants fund this Grant in whole or in part, GOHS's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Grant shall be made only from available funds encumbered for this Grant and GOHS's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State or federal funds are not appropriated, or otherwise become unavailable to fund this Grant, GOHS may immediately terminate this Grant in whole or in part without further liability in accordance with §17 below.

iv. Erroneous Payments

Payments made to Grantee in error for any reason, including, but not limited to overpayments or improper payments, at GOHS's sole discretion, may be recovered from Grantee by deduction from subsequent payment under this Grant or other grants or contracts between GOHS and Grantee or by other appropriate methods or collected as a debt due to GOHS.

C. Unexpended Funds

i. Return

Any Grant Funds paid to Grantee and not expended in connection with this Grant shall be refunded by Grantee to GOHS within 15 days of termination of this Grant. If Grantee receives Grant Funds hereunder during any fiscal year in excess of its spending limit for such fiscal year, Grantee shall refund all excess Grant Funds to GOHS within 15 days of the later of (a) the receipt of such Grant Funds or (b) the determination of such excess. Unexpended or excess Grant Funds received by Grantee under this Grant shall not be refunded or paid to any party other than GOHS.

ii. De-Obligation

Any Grant Funds not required to complete Grantee's obligations hereunder shall be de-obligated. GOHS shall send notice of such de-obligation within 60 days in accordance with §18 below.

iii. Offset

If Grantee fails to return unexpended funds GOHS may offset the amount not returned against any other unpaid funds GOHS owes Grantee under any other grant, contract, or obligation between the Parties.

10. REPORTING AND NOTIFICATION

Reports and analyses required under this section shall be made in accordance with procedures and in such form as prescribed by GOHS.

A. Performance, Progress, Personnel, and Funds

Grantee shall comply with all reporting requirements set forth in Exhibit B.

B. Litigation

Within 10 days after being served with any pleading related to this Grant or the Project, in a legal action filed with a court or administrative agency, Grantee shall notify GOHS of such action and deliver copies of such pleadings to GOHS's principal representative in accordance with §18 below. If GOHS's principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of GOHS.

C. Noncompliance

Grantee's failure to provide reports and notify GOHS in a timely manner in accordance with this section may result in the delay of payment of funds and/or termination under §17 of this Grant.

11. GRANTEE RECORDS

Grantee shall make, keep, maintain and allow inspection and monitoring of the following records:

A. Maintenance

Grantee shall maintain a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Project or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder.

Grantee shall maintain such records (the Record Retention Period) until the last to occur of the following

- I. a period of three years after the date the related Grant to the State is completed or terminated, or
- II. final payment is made hereunder, whichever is later, or
- III. for such further period as may be necessary to resolve any pending matters, or
- IV. if an audit is occurring, or Grantee has received notice that an audit is pending, then until such audit has been completed and its findings have been resolved

B. Inspection

Grantee shall permit the State, the federal government or any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Grantee's records related to this Grant during the Records Retention Period to assure compliance with the terms hereof or to evaluate Grantee's performance. GOHS reserves the right to inspect the Project at all reasonable times and places during the term of this Grant, including any extension. If the Project does not conform to Grant requirements, GOHS may require Grantee promptly to bring the Project into conformity with Grant requirements, at Grantee's sole expense. If the Project cannot be brought into conformance by re-performance or other corrective measures, GOHS may require Grantee to take necessary action to ensure that future performance conforms to Grant requirements and exercise the remedies available under this Grant, at law or in equity in lieu of or in conjunction with the preceding measure.

C. Monitoring

Grantee also shall permit the State, the federal government or any other duly authorized agent of a governmental agency, in the sole discretion of such governmental agency, to monitor all activities conducted by Grantee pursuant to this Grant, using any reasonable procedure, at the discretion of such governmental agency, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, and formal audit examinations. All such monitoring shall be performed in a manner which will not unduly interfere with Grantee's performance hereunder.

D. Final Audit Report

If an audit is performed on Grantee's records for any fiscal year covering a portion of the term of this Grant, Grantee shall submit one copy of the final audit report to GOHS's principal representative at the address specified in §18 below.

12. CONFIDENTIAL INFORMATION-STATE RECORDS

Grantee acknowledges that it may become privy to confidential information in connection with its performance hereunder, including but not limited to State records, personnel records, and information concerning individuals ("Confidential Information"). The following applies if Grantee receives confidential information:

A. Confidentiality

Grantee shall keep all Confidential Information confidential at all times and comply with all laws and regulations concerning confidentiality of information to the same extent applicable to GOHS. Any request

or demand for information in the possession of Grantee made by a third party shall be forwarded immediately to GOHS's principal representative for resolution.

B. Notification

Grantee shall notify each of its agents, employees, sub-grantees, subcontractors and assigns (each a "Related Party") who may come into contact with Confidential Information that such party is subject to the confidentiality requirements set forth herein, and shall provide each Related Party with a written explanation of such requirements before permitting such party to access any information of GOHS.

C. Use, Security, and Retention

No Confidential Information of any kind shall be distributed or sold to any third party or used by Grantee or a Related Party in any way, except as authorized by this Grant and as approved by GOHS. Grantee shall provide and maintain a secure environment that ensures confidentiality of all State records and other Confidential Information wherever located. Confidential Information shall not be retained in any files or otherwise by Grantee or a Related Party, except as set forth in this Grant and approved by GOHS.

D. Disclosure-Liability

Disclosure of State records or other Confidential Information by Grantee or a Related Party for any reason may be cause for legal action against Grantee or such Related Party by the State or third parties and defense of any such action shall be Grantee's sole responsibility.

13. CONFLICT OF INTEREST

A. Definition and Appearance

Grantee shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Grantee's obligations hereunder. Grantee acknowledges that with respect to this Grant, even the appearance of a conflict of interest is harmful to GOHS's interests. Absent GOHS's prior written approval, Grantee shall refrain from any practices, activities or relationships which reasonably appear to be in conflict with the full performance of Grantee's obligations to GOHS hereunder. Grantee shall comply with the provisions of CRS §18-8-308 and §24-18-101-109.

B. Specific Prohibitions

Grantee's and sub-grantee's respective officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from Grantee's potential subgrantees, or parties to sub-contracts. Grantee's employees, officers, agents or any permitted sub-grantees shall not participate in the selection, award, or administration of this Grant or any sub-grant or sub-contract, if an actual or apparent conflict of interest would occur. Such a conflict would arise when any of the following has a financial or other interest in the firm selected for award:

- i. an employee, officer, agent or board member;
- ii. any member of the employee's immediate family;
- iii. an employee's partner; or
- iv. an organization, which employs, or is about to employ, any of the aforementioned.

C. Determination by Office - Default

If Grantee is uncertain as to the existence of a conflict of interest, Grantee shall submit to GOHS a disclosure statement setting forth the relevant details for GOHS's consideration. Failure to promptly submit a disclosure statement or to follow GOHS's direction in regard to the apparent conflict shall be considered a material default of this Grant and grounds for termination under §17 below.

D. Code of Performance

Grantee and sub-grantees and subcontractors, if any, shall maintain a written code of standards governing the performance of their respective employees, agents, and contractors engaged in the award and administration of this Grant, or subcontract or subgrant, if any. Grantee shall provide a copy of such code to GOHS within 10 days of GOHS's written request therefore.

14. REPRESENTATIONS, WARRANTIES, AND INSPECTIONS

The Parties make the following specific representations and warranties to each other, upon which each is relying in entering into this Grant.

A. Standard and Manner Of Performance

Grantee shall perform its obligations hereunder, including in accordance with the highest professional standard of care, skill and diligence. Grantee shall perform its obligations hereunder in the sequence and manner set forth in Exhibit B.

B. Compliance with Law and Policies

Grantee warrants that it will at all times strictly adhere to, and comply with, all applicable Federal and Colorado State laws, and their implementing regulations, as they currently exist and may hereafter be amended, which laws and regulations are incorporated herein by this reference as terms and conditions of this contract.

C. Inspection and Verification

GOHS reserves the right to inspect and monitor Grantee's performance hereunder at all reasonable times and places to verify that they conform to the requirements of Exhibit B. If Grantee's performance does not conform to Grant requirements, GOHS may require Grantee promptly to bring its performance into conformity with Grant requirements, at Grantee's sole expense. If the Project cannot be brought into conformance by corrective measures, GOHS may require Grantee to take necessary action to ensure that future performance conforms to Grant requirements and exercise the remedies available under this Grant, at law or in equity in lieu of or in conjunction with the preceding measure.

D. Legal Authority-Grantee and Grantees Signatory

Grantee warrants that it possesses the legal authority to enter into this Grant and has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Grant and to bind Grantee to its terms. The person signing and executing this Grant on behalf of Grantee hereby represents and warrants and guarantees that they have full authorization to do so. If requested by GOHS, Grantee shall provide GOHS the basis for Grantee's authority to enter into this Grant within 15 days of receiving such request.

E. Licenses, Permits, Etc.

Grantee represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it will have, at its sole expense, all licenses, certifications, approval, insurance, permits, and other authorization required by law to perform its obligations hereunder. Additionally, all employees of Grantee performing services under this Grant shall hold the required licenses or certifications, if any, to perform their duties. Grantee, if a foreign corporation or other entity transacting business in the State of Colorado, further certifies that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Grantee to properly perform this Grant, shall be deemed to be a default by Grantee and grounds for termination under §17 below.

F. Breach

If the Grantee breaches any of its representations or warranties, GOHS may require Grantee to promptly perform its obligations again in conformity with Grant requirements, at no additional cost to GOHS. If such breaches cannot be, or are not cured, GOHS may, in addition to any other remedies provided for in this Grant, require Grantee to take necessary action to ensure that future performance conforms to the provisions of this Grant; and equitably reduce the payment due to Grantee to reflect the reduced value of the Project. Any reduction, delay or denial of payment under this provision shall not constitute a breach of Grant or default by GOHS.

15. INSURANCE

Grantee shall obtain and maintain insurance as specified in this section at all times during the term of this Grant: All policies evidencing the insurance coverages required hereunder shall be issued by insurance companies satisfactory to Grantee and the State.

A. Grantee

i. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "Colorado Governmental Immunity Act"), (CGIA) then 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 CGIA. Grantee shall show

proof of such insurance satisfactory to GOHS, if requested by GOHS. Grantee shall require any subcontractors of the Grantee, providing Goods or Services in connection with this Grant, to include the insurance requirements necessary to meet the Grantees liabilities under the CGIA.

ii. Non-Public Entities

If Grantee is not a "public entity" within the meaning of the CGIA, Grantee shall obtain and maintain during the term of this Grant insurance coverage and policies meeting the requirements set forth in subsection B of this section.

B. Subcontractors

Grantee shall require each contract with a subcontractor, other than those that are public entities, providing Goods or Services in connection with this Grant, to include insurance requirements in compliance with the Grantee's internal procurement insurance requirement policies and practices or require those substantially similar to the following:

i. Worker's Compensation

Worker's Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- a) \$1,000,000 each occurrence;
- b) \$1,000,000 general aggregate;
- c) \$1,000,000 products and completed operations aggregate; and
- d) \$50,000 any one fire.

If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, sub-grantee or subcontractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to Grantee a certificate or other document satisfactory to Grantee showing compliance with this provision.

iii. Automobile Liability

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

iv. Additional Insured

Grantee and the State shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction contracts require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent).

v. Primacy of Coverage

Coverage required of the subgrantee or subcontractor shall be primary over any insurance or self-insurance program carried by Grantee or the State.

vi. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the Grantee and the State by certified mail.

vii. Subrogation Waiver

All insurance policies in any way related to the Grant and secured and maintained by Grantee's subcontractors as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

C. Certificates

Each of Grantee's subcontractors shall provide certificates showing insurance coverage required hereunder to Grantee within seven business days of the Effective Date, but in no event later than the commencement of the Services or delivery of the Goods. No later than 15 days prior to the expiration date of any such coverage, each subcontractor shall provide certificates of insurance to the Grantee evidencing renewals. There after, upon request or at any time during the term of the a subcontract, the Grantor may

request in writing from the grantee, and the subcontractor shall thereupon within 10 days supply to Grantee, evidence satisfactory insurance to the Grantee and the Office of Compliance with the provisions of this section.

16. DEFAULT-BREACH

A. Defined

In addition to any breaches or defaults specified in other sections of this Grant, including, but not limited to those in §17 below herein, the failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner, constitutes a default or breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar legislation, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof; shall also constitute a default.

B. Notice and Cure Period

In the event of a default or breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in §18 below. If such default or breach is not cured within 30 days of receipt of written notice or, if a cure cannot be completed within 30 days, cure of the default or breach has not begun within said period and pursued with due diligence, the aggrieved Party may terminate this Grant by providing written notice thereof, as provided for in §18 below specifying the effective date of the termination. Notwithstanding anything to the contrary herein, GOHS, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Grant in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

17. REMEDIES

If Grantee is in default or breach under any provision of this Grant, GOHS shall have all of the remedies listed in this section in addition to all other remedies set forth in other sections of this Grant. GOHS may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

A. Termination for Cause and/or Default

If Grantee fails to perform any of its obligations hereunder with such diligence as is required to ensure its completion in accordance with the provisions of this Grant and in a timely manner, GOHS may notify Grantee of such non-performance in accordance with §16 above and §18 below. If Grantee thereafter fails to promptly cure such non-performance within the cure period, GOHS, at its option, may terminate this entire Grant or such part of this Grant as to which there has been delay or a failure to properly perform. Exercise by GOHS of this right shall not be deemed a breach of its obligations hereunder. Grantee shall continue performance of this Grant to the extent not terminated, if any.

i. Obligations and Rights

To the extent specified in the termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall also terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to GOHS all Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within the Grant terms. In the sole discretion of GOHS, Grantee shall assign to GOHS all of Grantee's right, title, and interest under such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which GOHS has an interest. All materials owned by GOHS in the possession of Grantee shall be immediately returned to GOHS. In the sole discretion of GOHS, Grantee shall assign to GOHS all of Grantee's right, title, and interest under such terminated orders or subcontracts. All Work Product, at the option of GOHS, shall be delivered by Grantee to GOHS and shall become GOHS's property.

ii. Payments

GOHS shall reimburse Grantee only for accepted Services and Goods received up to the date of termination. If, after termination by GOHS, it is determined that Grantee was not in default or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Grant had been terminated in the public interest, as described in §17 below.

iii. Damages and Withholding

Notwithstanding any other remedial action by GOHS, Grantee also shall remain liable to GOHS for any damages sustained by GOHS by virtue of any default under this section by Grantee and GOHS may withhold any payment to Grantee for the purpose of mitigating GOHS's damages, until such time as the exact amount of damages due to GOHS from Grantee is determined. Further, GOHS may withhold amounts due to Grantee as GOHS deems necessary to protect GOHS against loss because of outstanding liens or claims of former lien holders and to reimburse GOHS for the excess costs incurred in procuring similar goods or services. Grantee shall be liable for excess costs incurred by GOHS in procuring from third parties replacement Services or substitute Goods as cover.

B. Early Termination for the Public Interest

GOHS is entering into this Grant for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and Courts. If this Grant ceases to further the public policy of the State, GOHS, in its sole discretion, may terminate this Grant in whole or in part. Exercise by GOHS of this right shall not be deemed a breach of GOHS's obligations hereunder. This subsection shall not apply to a termination of this Grant by GOHS for cause or default by Grantee, which shall be governed by §17 above.

i. Method and Content

GOHS shall notify Grantee of the termination in accordance with §16 above and §18 below, specifying the effective date of the termination and whether it affects all or a portion of this Grant.

ii. Obligations and Rights

Upon receipt of a termination notice, Grantee shall be subject to and comply with §17 above.

iii. Payments

If this Grant is terminated by GOHS in furtherance of the public interest of the State of Colorado, Grantee shall be paid an amount which bears the same ratio to the total reimbursement under this Grant as the Services satisfactorily performed or the Goods satisfactorily delivered or installed bear to the total Services and Goods covered by this Grant, less payments previously made. Additionally, if the Grant is less than 60% completed, GOHS may reimburse Grantee for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Grant) incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations hereunder; provided that reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

C. Remedies Not Involving Termination

GOHS, in its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to GOHS:

i. Suspend Performance

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

ii. Withhold Payment

Withhold payment to Grantee until corrections in services are satisfactorily completed and /or acceptable goods are provided.

iii. Deny Payment

Deny payment for those Services not performed and/or Goods not provided and which due to circumstances caused by the Grantee cannot be performed or provided or, if performed or provided, would be of no value to GOHS; provided, that any denial of payment shall be reasonably related to the value of work, performance or Goods lost to GOHS.

iv. Removal

Demand removal of any of Grantee's employees, agents, or subcontractors whom GOHS deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Grant is deemed to be contrary to the public interest or not in GOHS's best interest. Replacement of any key personnel hereunder shall be done in accordance with the relevant provisions of Exhibit B.

18. NOTICES AND REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of, hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

A. Office:

Mason C. Whitney, Director

Governor's Office of Homeland Security

9195 E. Mineral Ave., Ste 200

Centennial, CO 80112

Email: mason.whitney@state.co.us

B. Grantee:

Lin Bonesteel

City and County of Denver

1437 Bannock Street, Room 3

Denver, CO 80202

Lindabonesteel@denvergov.org

19. GOVERNMENTAL IMMUNITY

Notwithstanding any other provision to the contrary, nothing herein shall constitute a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, §CRS 24-10-101, et seq., as amended. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the Governmental Immunity Act and the risk management statutes, CRS §24-30-1501, et seq., as amended.

20. STATEWIDE GRANT MANAGEMENT SYSTEM

If the maximum amount payable to Grantee under this Grant is \$100,000 or greater, either on the Effective Date or at anytime thereafter, this §20 applies.

Grantee agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state Grants and inclusion of Grant performance information in a statewide Grant management system.

Grantee's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Grant, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Grantee's performance shall be part of the normal Grant administration process and Grantee's performance will be systematically recorded in the statewide Grant Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Grantee's obligations under this Grant shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Grantee's obligations. Such performance information shall be entered into the statewide Grant Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Grant term. Grantee shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Grantee demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the GOHS, and showing of good cause, may debar Grantee and prohibit Grantee from bidding on future Grants. Grantee may contest the final Evaluation, Review and Rating by: (a) filing rebuttal statements, which may result in either removal or

correction of the evaluation (CRS §24-105-102(6)), or (b) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Grantee, by the Executive Director, upon showing of good cause.

21. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations hereunder are personal and may not be transferred, assigned or subcontracted, without the prior, written consent of the State. Any attempt at assignment, transfer, subcontracting without such consent shall be void. All assignments, subcontracts/subcontractors approved by Grantee or the State shall be subject to the provisions hereof. Grantee shall be solely responsible for all aspects of subcontracting arrangements and performance.

B. Binding Effect

Unless otherwise provided herein, all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

C. Captions

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

D. Counterparts

This Agreement may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

E. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous addition, deletion, or other amendment hereto shall not have any force or affect whatsoever, unless embodied herein.

F. Indemnification

Grantee shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to the terms of this contract.; the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended. The Grantee, by execution of this contract containing this indemnification clause, does not waive the operation of any law concerning the parties' ability to indemnify.

G. Jurisdiction and Venue

All suits, actions, or proceedings related to this Agreement shall be held in the State of Colorado and the Parties hereby agree that venue shall be proper in the City and County of Denver.

H. Modification

i. By the Parties

Except as specifically provided in this Agreement, no modification of this Agreement shall be effective unless agreed to in writing by both parties in an amendment to this Agreement, properly executed and approved in accordance with Colorado State law and State Fiscal Rules.

ii. By Operation of Law

This Agreement is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Agreement on the effective date of such change, as if fully set forth herein.

I. Order of Precedence

The provisions of this Agreement shall govern the relationship of the State and Grantee. In the event of conflicts or inconsistencies between this Agreement and its exhibits and attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. Colorado Special Provisions;
- ii. Remaining pages of the Agreement;
- iii. Exhibit A;
- iv. Exhibit B;
- v. Additional Guidance issued by the State or Office.

J. Severability

Provided this Agreement can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

K. Survival of Certain Agreement Terms

Notwithstanding anything herein to the contrary, provisions of this Agreement requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Grantee fails to perform or comply as required.

L. Third Party Beneficiaries

Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

M. Waiver

Waiver of any breach of a term, provision, or requirement of this Agreement or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

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22. COLORADO SPECIAL PROVISIONS

The Special Provisions apply to all Grants except where noted in italics.

- A. CONTROLLER'S APPROVAL. CRS §24-30-202 (1).**
This Grant shall not be deemed valid until it has been approved by the Colorado State Controller or designee.
- B. FUND AVAILABILITY. CRS §24-30-202(5.5).**
Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
- C. GOVERNMENTAL IMMUNITY.**
No term or condition of this Grant shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.
- D. INDEPENDENT CONTRACTOR**
Grantee shall perform its duties hereunder as an independent Grantee and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Unemployment insurance benefits shall be available to Grantee and its employees and agents only if such coverage is made available by Grantee or a third party. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Grant. Grantee shall not have authorization, express or implied, to bind the State to any Grant, liability or understanding, except as expressly set forth herein. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.
- E. COMPLIANCE WITH LAW.**
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. CHOICE OF LAW.**
Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this grant. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Grant, to the extent capable of execution.
- G. BINDING ARBITRATION PROHIBITED.**
The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.
- H. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.**
State or other public funds payable under this Grant shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Grant and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Grant, including, without limitation, immediate

termination of this Grant and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST. CRS §§24-18-201 and 24-50-507.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Grant. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

J. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.

[Not Applicable to intergovernmental agreements] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

K. PUBLIC GRANTS FOR SERVICES. CRS §8-17.5-101.

[Not Applicable to Agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental Agreements, or information technology services or products and services] Grantee certifies, warrants, and agrees that it does not knowingly employ or Grant with an illegal alien who shall perform work under this Grant and shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Grant, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c), Grantee shall not knowingly employ or Grant with an illegal alien to perform work under this Grant or enter into a Grant with a Sub-grantee that fails to certify to Grantee that the Sub-grantee shall not knowingly employ or Grant with an illegal alien to perform work under this Grant. Grantee (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Grant is being performed, (b) shall notify the Sub-grantee and the Granting State agency within three days if Grantee has actual knowledge that a Sub-grantee is employing or Granting with an illegal alien for work under this Grant, (c) shall terminate the subGrant if a Sub-grantee does not stop employing or Granting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the State program, Grantee shall deliver to the Granting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the Granting State agency, institution of higher education or political subdivision may terminate this Grant for breach and, if so terminated, Grantee shall be liable for damages.

L. PUBLIC GRANTS WITH NATURAL PERSONS. CRS §24-76.5-101.

Grantee, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this Grant.

23. SIGNATURES

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.

<p style="text-align: center;">GRANTEE City and County of Denver</p> <p>By: Daniel Alexander Title: Director, Mayor's Office of Emergency Management and Homeland Security</p> <p style="text-align: center;">_____ *Signature</p> <p>Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO Bill Ritter, Jr. GOVERNOR Governor's Office of Homeland Security Mason C. Whitney, Director</p> <p style="text-align: center;">_____ By: Mason C. Whitney, Director Signatory avers to the State Controller or delegate that Grantee has not begun performance or that a Statutory Violation waiver has been requested under Fiscal Rules</p> <p>Date: _____</p>
<p style="text-align: center;">2nd Grantee Signature if Needed</p> <p>By: Name of Authorized Individual Title: Official Title of Authorized Individual</p> <p style="text-align: center;">_____ *Signature</p> <p>Date: _____</p>	<p style="text-align: center;">LEGAL REVIEW John W. Suthers, Attorney General</p> <p>By: _____ Signature - Assistant Attorney General</p> <p>Date: _____</p>

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: _____

Date: _____

24. EXHIBIT A – APPLICABLE LAWS

Federal laws and regulations incorporated into this Contract include, without limitation:

1. Age Discrimination Act of 1975, 42 U.S.C. Sections 6101, et seq.
2. Age Discrimination in Employment Act of 1967, 29 U.S.C. 621-634
3. Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101, et seq.
4. Equal Pay Act of 1963, 29 U.S.C. 206(d)
5. Immigration Reform and Control Act of 1986, 8 U.S.C. 1324b
6. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794
7. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d
8. Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e
9. Title IX of the Education Amendment of 1972, 20 U.S.C. 1681, et seq.
10. Section 24-34-302, et seq., Colorado Revised Statutes 1997, as amended
11. The applicable of the following:
 - 11.1. Cost Principals for State, Local and Indian Tribal Governments, 2 CFR 225, (OMB Circular A-87);
 - 11.2. Cost Principals for Education Institutions, 2 C.F.R. 220, (OMB Circular A-21);
 - 11.3. Cost Principals for Non-Profit Organizations, 2 C.F.R. 230, (OMB Circular A-122), and
 - 11.4. Audits of States, Local Governments, and Non-Profit Organizations (OMB Circular A-133); and/or the Colorado Local Government Audit Law, CRS §29-1-601, et seq, and implementing rules and regulations.
 - 11.5. Immigration Status -Cooperation with Federal Officials, CRS 29-29-101, et seq.
 - 11.6. Davis-Bacon Act, 40 U.S.C. SS 276a to 276a-7.
 - 11.7. Copeland Act, 40 U.S.C. S 276c and 18 U.S.C. SS 874.
 - 11.8. Contract Work Hours and Safety Standards Act, 40 U.S.C. SS 327-333, regarding labor standards for federally assisted construction sub-awards.
 - 11.9. Wild and Scenic Rivers Act of 1968, 16 U.S.C. SS 1271 et. seq., related to protecting components or potential components of the national wild and scenic rivers system.
 - 11.10. National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470, Executive Order No. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 et. seq.
 - 11.11. Stafford Disaster Assistance and Emergency Relief Act 42 U.S.C. 5121 et seq., as amended.
 - 11.12. National Flood Insurance Act of 1968, 42 U.S.C. 4001 et. seq.
 - 11.13. Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 USC 104.
 - 11.14. Office of Defense Authorization Act of 1986, Title 14, Part B, Section 1412, 50 U.S.C. 1521.
 - 11.15. USA PATRIOT Act of 2001, (Pub. L. 107-56).
 - 11.16. Digital Television Transition and Public Safety Act of 2005, (Pub L. 109-171)
12. Federal Emergency Management Agency, Office of Homeland Security Regulations: All Applicable Portions of 44 CFR Chapter 1, with the following Parts specially noted and applicable to all grants of FEMA/DHS funds:
 - 12.1 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 44 C.F.R. 13.
 - 12.2 Government wide Debarment and Suspension (Non procurement) and Requirements for Drug-Free Workplace, 44 C.F.R. 17.
 - 12.3 New Restrictions on Lobbying, 44 C.F.R. 18.
13. Privacy Act of 1974, 5 U.S.C. S 5529 and Regulations adopted there under (44 C.F.R. 6).
14. Prohibition against use of Federal Funds for Lobbying, 31 U.S.C. 1352
15. None of the funds made available through this agreement shall be used in contravention of the Federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of title V of the National Energy Conservation Policy Act, 42 U.S.C. 8251 et. Seq., or subtitle A of title I of the Energy Policy Act of 2005 (including the amendments made thereby).
16. None of the funds made available shall be used in contravention of section 303 of the Energy Policy Act of 1992, 42 U.S.C. 13212.
17. Buy American Act, 41 U.S.C. 10a et seq.
18. Relevant Federal and State Grant Guidance, including the Grants Management Guide issued by GOHS.

Grant/Encumbrance # 9UASI10DEN

25. EXHIBIT B – ADMINISTRATIVE REQUIREMENTS - STATEMENT OF WORK - BUDGET

1. REPORTING REQUIREMENTS:

1.1. Quarterly Financial Status and Progress Reports. The project(s) approved in this Grant are to be completed on or before the termination date stated in §5 of the Grant Agreement. Grantee shall submit quarterly financial status and programmatic progress reports for each project identified in this agreement using the forms provided by GOHS. Two copies with original signatures shall be submitted in accordance with the schedule below:

Report Period	Due Date
January – March	April 30
April – June	July 30
July – September	October 30
October – December	January 30

1.2. Final Reports: Grantee shall submit final financial status and progress reports that provide final financial reconciliation and final cumulative grant/project accomplishments within 45 days of the end of the project/grant period. The final report may not include unliquidated obligations and must indicate the exact balance of unobligated funds. The final reports may substitute for the quarterly reports for the final quarter of the grant period. If all projects are completed before the end of the grant period, the final report may be submitted at any time before its final due date. Further reports are not due after GOHS has received, and sent notice of acceptance of the final grant report.

1.3. Non-Federal Match: This non-federal match section [check one] applies to or does not apply to this Grant. **If it applies**, this Grant requires a non-federal match contribution of N/A of part of the total Grant budget. Documentation of expenditures for the non-federal match contribution is required with each drawdown request. The match [check one] may or may not include in-kind match.

2. PERSONNEL:

2.1. Key Personnel

2.1.1. Responsible Administrator. Grantee's performance hereunder shall be under the direct supervision of Lin Bonesteel, an employee or agent of Grantee, who is hereby designated as the responsible administrator of this project.

2.1.2. Replacement. Grantee shall immediately notify GOHS if any key personnel cease to serve. Provided there is a good-faith reason for the change, if Grantee wishes to replace its key personnel, it shall notify GOHS and seek its approval, which shall be at GOHS's sole discretion, as GOHS issued 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 his/her qualifications are, and when the change will take effect. Anytime key personnel cease to serve, GOHS, in its sole discretion, may direct Grantee to suspend work on the Project until such time as replacements are approved. All notices sent under this subsection shall be sent in accordance with §18 of the Grant.

3. TESTING AND ACCEPTANCE CRITERIA:

3.1. GOHS shall evaluate this Project(s) through the review of Grantee submitted financial and progress reports. GOHS may also conduct on-site monitoring to determine whether the Grantee is meeting/has met the performance goals, administrative standards, financial management and other requirements of this grant. GOHS will notify Grantee in advance of such on-site monitoring.

4. PAYMENT:

- 4.1. Payment Schedule:** Grantee shall submit requests for reimbursement using GOHS's provided form at least quarterly. Two original signed copies of the reimbursement requests are due on the same dates as the required financial reports. All requests shall be for eligible actual expenses incurred by Grantee, as described in detail in §1 of this Exhibit. Requests shall be accompanied by supporting documentation totaling at least the amount requested for reimbursement and any required non-federal match contribution. If any financial or progress reports are delinquent at the time of a payment request, GOHS may withhold such reimbursement until the required reports have been submitted.
- 4.2. Payment Amount:** If non-federal match is required, such match shall be documented with every payment request. Excess match documented and submitted with one reimbursement request shall be applied to subsequent requests as necessary to maximize the allowable reimbursement.
- 4.3. Remittance Address.** If mailed, payments shall be remitted to the following address unless changed in accordance with §18 of the Grant:

City and County of Denver
1437 Bannock Street, Room 3
Denver, CO 80202

5. ADMINISTRATIVE REQUIREMENTS:

- Required Documentation:** Grantees shall retain all procurement and payment documentation on site for inspection. This shall include, but not be limited to, purchase orders, receiving documents, invoices, vouchers, equipment/services identification, and time and effort reports.
- 5.1. Sufficient detail shall be provided with reimbursement requests to demonstrate that expenses are allowable and appropriate as detailed below:**
- 5.1.1. Equipment or tangible goods.** When requesting reimbursement for equipment items with a purchase price of or exceeding \$5,000, and a useful life of more than one year, the Grantee shall provide a unique identifying number for the equipment, with a copy of the Grantee's invoice and proof of payment. The unique identifying number can be the manufacturer's serial number or, if the Grantee has its own existing inventory numbering system, that number may be used. The location of the equipment shall also be provided. In addition to ongoing tracking requirements, Grantee shall ensure that equipment items with per unit cost of \$5,000 or more are prominently marked in a manner similar to the following: Purchased with funds provided by the U.S. Department of Homeland Security.
- 5.1.2. Services.** Grantees shall include contract/purchase order number(s) or employee names, the date(s) the services were provided and the nature of the services.
- 5.2. Procurement:** A Grantee shall ensure its procurement policies meet or exceed local, state, and federal requirements. Grantees should refer to local, state, and federal guidance prior to making decisions regarding competitive bids, sole source or other procurement issues. In addition:
- 5.2.1.** Any sole source transaction in excess of \$100,000 shall be approved in advance by GOHS.
- 5.2.2.** Grantees shall ensure that: (a) All procurement transactions, whether negotiated or competitively bid, and without regard to dollar value, are conducted in a manner that provides maximum open and free competition; (b) Grantee shall be alert to organizational conflicts of interest and/or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade; (c) Contractors who develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFPs) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement; and (d) Any request for exemption of item a-c within this subsection shall be submitted in writing to, and be approved by the authorized Grantee official.
- 5.2.3.** Grantee shall verify that the Contractor is not debarred from participation in state and federal programs. Sub-grantees should review contractor debarment information on <http://www.epls.gov>.

- 5.2.4. When issuing requests for proposals, bid solicitations, and other published documents describing projects or programs funded in whole or in part with these grant funds, Grantee and Subgrantees shall use the phrase -"This project was supported by grant #QUASIIODEN, issued by the Governor's Office of Homeland Security."
- 5.2.5. Grantee shall verify that all purchases are listed in §6 of this Exhibit. Equipment purchases, if any, shall be for items listed in the Approved Equipment List (A.E.L) for the grant period on the Responder Knowledge Base (RKB), at <http://www.rkb.mipt.org>.
- 5.2.6. Grantee shall ensure that no rights or duties exercised under this grant, or equipment purchased with Grant Funds having a purchase value of \$5,000 or more, are assigned without the prior written consent of GOHS.
- 5.2.7. Grantee shall ensure that all funds are needed to supplement and not to supplant the Grantee's own funds.
- 5.3. Additional Administrative Requirements:**
- 5.3.1. The Grantee must request approval in advance for any change to this Grant Agreement, using the forms and procedures established by GOHS. Some changes will require a formal amendment to the Grant Agreement. These changes include, but may not be limited to, changes in the performance period of the grant or budget changes involving more than 10% of the total amount of the Grant Agreement.
- 5.3.2. All applicant agencies that own resources currently covered by the Colorado Resource Typing Standards must agree to participate in the State's Emergency Resource Inventory Report and update their information on a quarterly basis.
- 5.3.3. Fire department grantees must participate in the State's National Fire Incident Reporting System (NFIRS) and data must be submitted at least annually.
- 5.3.4. All funding related to exercises must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP) and must be National Incident Management System (NIMS) compliant. Regardless of exercise type or scope, After Action Reports/Improvement Plans are due to the State Training and Exercise Program Manager within 45 days of the exercise.
- 5.3.5. All funding related to credentialing must comply with the Colorado First Responder Authentication Credentialing (COFRAC) standards published and maintained by the Colorado Governor's Office of Information Technology (OIT).

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6. STATEMENT OF WORK - BUDGET

Colorado Homeland Security Grant program - FY 2009



Applicant Region:

Agency Name: Denver UASI

Grant Program: Urban Area Security Initiative (UASI)

FY 2009 BUDGET SUMMARY

	Planning	Personnel	Organization	Exercise	Training	Equipment	Project Subtotals	Hard Match
Project 1	\$ 20,000	\$ 346,250	\$ -	\$ -	\$ -	\$ -	\$ 466,250	\$ -
Project 2	\$ 20,000	\$ -	\$ -	\$ -	\$ 175,000	\$ -	\$ 295,000	\$ -
Project 3	\$ 45,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45,000	\$ -
Project 4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 492,000	\$ 492,000	\$ -
Project 5	\$ 135,170	\$ 214,830	\$ -	\$ -	\$ -	\$ -	\$ 350,000	\$ -
Project 6	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 711,000	\$ 711,000	\$ 189,000
Project 7	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 847,512	\$ 847,512	\$ -
Project 8	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 220,800	\$ 220,800	\$ -
Project 9	\$ -	\$ 352,304	\$ -	\$ -	\$ -	\$ -	\$ 352,304	\$ -
Project 10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 160,000	\$ 160,000	\$ -
Project 11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 311,500	\$ 311,500	\$ 38,500
Project 12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 76,432	\$ 76,432	\$ -
Project 13	\$ -	\$ -	\$ -	\$ 32,234	\$ -	\$ -	\$ 32,234	\$ -
Project 14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 158,310	\$ 158,310	\$ 80,160
Project 15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,000	\$ 29,000	\$ -

Project Subtotals	\$ 5,473,167	\$ 328,608
Allowable M & A	\$ 169,275	
Total M & A Request	\$ 169,275	
Total Grant Request	\$ 5,642,440	

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Applicant Region:

Agency Name:

Grant Program:

Go To Project 2

Regional Priority Number:

Project Name Description:

State Investment (IJ):

State Strategy Objective:

Primary Target Capability:

National Priority 1:

National Priority 2:

PROJECT BUDGET SUMMARY	Non-Federal Share Match Amount	Total Grant Request
Planning	\$ -	\$ 50,000
Personnel	\$ -	\$ 386,250
Organization	\$ -	\$ -
Exercise	\$ -	\$ -
Training	\$ -	\$ -
Equipment	\$ -	\$ -
TOTAL	\$ -	\$ 436,250

Percent of Total Project Request:

Line Item	Specific Jurisdiction	Sub-activity	Threats	Non-Federal Share Match Amount	Expenditure Description	Primary Funding Objective	Quantity	Unit Cost	TOTALS
Solution Area: PLANNING									
1	UASI	Per			UASI administrative planning and creation	PLANNING	1	\$ 25,000	\$ 25,000
2	UASI	Per			Travel to Planning Conference and events	PLANNING	1	\$ 25,000	\$ 25,000
					SUBTOTAL:				\$ 50,000
Solution Area: PERSONNEL									
3	UASI Admin	Per			Program Administrator salary at \$ 40,000 for 12 months	PLANNING	1	\$ 48,000	\$ 48,000
4	UASI Admin	Per			Program Administrator benefits at \$ 3,500 for 12 months	PLANNING	1	\$ 42,000	\$ 42,000
5	UASI Planning	Per			Police Captain salary at \$ 120,000 for 12 months	PLANNING	1	\$ 144,000	\$ 144,000
6	UASI Planning	Per			Police Captain benefits at \$ 14,000 for 12 months	PLANNING	1	\$ 168,000	\$ 168,000
7	UASI Planning	Per			Training Coordinator salary at \$ 40,000 for 12 months	PLANNING	1	\$ 48,000	\$ 48,000
8	UASI Planning	Per			Training Coordinator benefits at \$ 4,000 for 12 months	PLANNING	1	\$ 48,000	\$ 48,000
9	UASI Planning	Per			Operational costs	PLANNING	1	\$ 10,000	\$ 10,000
					SUBTOTAL:				\$ 386,250
Solution Area: ORGANIZATION									
					SUBTOTAL:				\$ -
Solution Area: EXERCISE									
					SUBTOTAL:				\$ -
Solution Area: TRAINING									
					SUBTOTAL:				\$ -
Solution Area: EQUIPMENT									
					SUBTOTAL:				\$ -

Project 1

Funds within this project will be expended within two categories: personnel and planning. Personnel costs will be associated with the provision of staff planning support for Regional projects, planning activities and events. Specifically, the project will support the Regional Homeland Security Coordinator for 1.5 years and other Regional support staff for 1 year for a total of 2 FTE. Planning funds within this project will support the continued development/maintenance of the UASI Web site, regional conferences, overall program support, staff travel support and meeting/event supplies.

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Applicant Region:

Agency Name:

Grant Program:

Go To Project 3

Regional Priority Number:

Project Name Description:

State Investment (IJ):

State Strategy Objective:

Primary Target Capability:

National Priority 1:

National Priority 2:

PROJECT BUDGET SUMMARY	Non-Federal Share Match Amount	Total Grant Request
Planning	\$	\$ 20,000
Personnel	\$	\$
Organization	\$	\$
Exercise	\$	\$
Training	\$	\$ 175,000
Equipment	\$	\$
TOTAL	\$	\$ 195,000

Percent of Total Project Request

Line Item	Specific Jurisdiction	Sub-object	Division	Non-Federal Share Match Amount	Expenditure Description	Primary Funding Objective	Quantity	Unit Cost	TOTALS
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Solution Area: PLANNING

1					Training Database updates	PLANNING	1	\$	\$ 20,000
2								\$	\$
				SUBTOTAL:				\$	\$ 20,000

Solution Area: PERSONNEL

1								\$	\$
				SUBTOTAL:				\$	\$

Solution Area: ORGANIZATION

1								\$	\$
				SUBTOTAL:				\$	\$

Solution Area: EXERCISE

1								\$	\$
				SUBTOTAL:				\$	\$

Solution Area: TRAINING

1	All Jurisdictions				Special Teams Training	LS722	1	\$	\$ 100,000
2	All Jurisdictions				Special Tactical Course	LS722	1	\$	\$ 25,000
3	All Jurisdictions				ICS Training	LS722	1	\$	\$ 50,000
4	All Jurisdictions				Chemical Hazards and Other Hazards Training	N/A	1	\$	\$ 199,000
				SUBTOTAL:				\$	\$ 175,000

Solution Area: EQUIPMENT

1								\$	\$
				SUBTOTAL:				\$	\$

Project 2

The UASI/NCR Training program will continue to support federally mandated training or training held to address identified gaps. As savings occur, funding will be redirected to other classes as requested by other UASI/NCR committees with emphasis on: 1. The Exercise Committee to address gaps identified during exercises; 2. Incident Management Team position-specific Training as follow-on to ICS-300 and ICS-400 level awareness training; 3. Critical Infrastructure Protection awareness and training for the private business sector and 4. Healthcare and Hospital training in Management and Hospital Emergency Response for all area hospitals and staff. The ultimate goal of the ongoing Project is to create sustainability through institutionalization of those programs that have continuing educational requirements and to provide initial training for those that enter the system as new employees.

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Applicant Region:

Agency Name:

Grant Program:

[Go To Project 4](#)

Regional Priority Number:

Project Name Description:

State Investment (ID):

State Strategy Objective:

Primary Target Capabilities:

National Priority 1:

National Priority 2:

PROJECT BUDGET SUMMARY	Non-Federal Hard Match Amount	Total Grant Request
Planning	\$ -	\$ 45,000
Personnel	\$ -	\$ -
Organization	\$ -	\$ -
Exercise	\$ -	\$ -
Training	\$ -	\$ -
Equipment	\$ -	\$ -
TOTAL	\$ -	\$ 45,000

Percent of Total Project Request

Line Item	Specific Jurisdiction	Sub-Objectives	Divisions	Non-Federal Hard Match Amount	Expenditure Description	Primary Funding Objective	Quantity	Unit Cost	TOTALS
Solution Area: PLANNING									
1	All				See area for vulnerable populations	PLANNING			\$ 45,000
2									\$ -
SUBTOTAL:				\$					\$ 45,000
Solution Area: PERSONNEL									
SUBTOTAL:				\$					\$ -
Solution Area: ORGANIZATION									
SUBTOTAL:				\$					\$ -
Solution Area: EXERCISE									
SUBTOTAL:				\$					\$ -
Solution Area: TRAINING									
SUBTOTAL:				\$					\$ -
Solution Area: EQUIPMENT									
SUBTOTAL:				\$					\$ -

Project 3

There are four major budget categories for the Preparedness for Vulnerable Populations Video Series Initiative.

1. **Executive Producer:** The Executive Producer will work directly with all elements of the project and oversee the project in its entirety. This role ensures creative integrity and production vision. The Executive Producer acts as the detail project manager by reviewing proposals and credentials of individual production companies, hiring all personnel and purchasing any necessary equipment or supplies. The executive producer is responsible for managing the process, meeting deadlines, and bringing the project in on time and within budget, and reporting to the overall project manager, Stephanie Hackett. The cost for this component is an estimated \$5,000.
2. **Creative:** This segment consists of several layers of companies and personnel. It develops the content, storyline and provides the overall entertainment value that creates an engaging message, which delivers the punch necessary to get people to act and take the next step towards preparation. This includes writers to develop the dialog and storyline, personalities and talent to deliver that message and storyboarding to ensure that we present a cohesive message. The cost for this element is an estimated \$25,500.
3. **Production:** The raw footage or raw product is developed here. Elements of this portion include camera, lighting and audio crews. It also includes set design, costuming and direction of talent and personalities. The cost for this component is an estimated \$22,600.
4. **Post-Production:** Post-production takes the raw footage and refines and edits it down to a cohesive product based upon the storyboarding to the final message. It adds any additional narrative, credits, captions and any closed captioning for the handicapped. It also finishes the product for distribution. This cost is an estimated \$12,970.

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Applicant Region:

Agency Name:

Grant Program:

Regional Priority Number:

Project Name Description:

State Investment (LJ):

State Strategy Objective:

Primary Target Capability:

National Priority 1:

National Priority 2:

PROJECT BUDGET SUMMARY	Non-Federal Match Amount	Total Grant Request
Planning	\$ -	\$ -
Personnel	\$ -	\$ -
Organization	\$ -	\$ -
Exercise	\$ -	\$ -
Training	\$ -	\$ -
Equipment	\$ -	\$ 402,000
TOTAL	\$ -	\$ 402,000

Percent of Total Project Request

Line Item	Specific Jurisdiction	Funds category	Intelligence	Non-Federal Match Amount	Expenditure Description	Primary Funding Objective	Quantity	Unit Cost	TOTALS
Solution Area: PLANNING									
									\$ -
SUBTOTAL:									\$ -
Solution Area: PERSONNEL									
									\$ -
SUBTOTAL:									\$ -
Solution Area: ORGANIZATION									
									\$ -
SUBTOTAL:									\$ -
Solution Area: EXERCISE									
									\$ -
SUBTOTAL:									\$ -
Solution Area: TRAINING									
									\$ -
SUBTOTAL:									\$ -
Solution Area: EQUIPMENT									
1	ABUVA	ABUVA			COFRAC Credentialing Project	LE77P	1	\$ 120,000	\$ 120,000
2	ABUVA	ABUVA			Upgrade non-COFRAC Credentialing Project	LE77P	1	\$ 22,000	\$ 22,000
3	ABUVA	ABUVA			COFRAC Credentialing	LE77P	1	\$ 90,000	\$ 90,000
4	ABUVA	ABUVA			Student and Reserve Training Software	LE77P	1	\$ 90,000	\$ 90,000
5	ABUVA	ABUVA			Handheld Readers	LE77P	1	\$ 70,000	\$ 70,000
SUBTOTAL:									\$ 462,000

Project 4

The credentialing project will provide contractor supplied COFRAC credentials for selected regional first responders, credentialing stations for regional agencies to produce credentials for first responders, personnel and resource tracking software which uses COFRAC credentials and hand held COFRAC credential readers. At the completion of the project, UASI and the North Central Region will have an automated credentialing system, which is in compliance with the COFRAC standard.

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Applicant Region:

Agency Name:

Grant Program:

Regional Priority Number:

Project Name Description:

State Investment (ID):

State Strategy Objective:

Primary Target Capability:

National Priority 1:

National Priority 2:

PROJECT BUDGET SUMMARY	Non-Federal Share Match Amount	Total Grant Request
Planning	\$	\$ 135,170
Personnel	\$	\$ 214,830
Organization	\$	\$
Exercise	\$	\$
Training	\$	\$
Equipment	\$	\$
TOTAL	\$	\$ 350,000

Percent of Total Project Request

Line Item	Specific Jurisdiction	Non-Federal Share Match	Funding Objective	Non-Federal Share Amount	Expenditure Description	Primary Funding Objective	Quantity	Unit Cost	TOTALS
Solution Area: PLANNING									
1	AD UASI jurisdiction	Per			Television Ads		10	\$ 800	\$ 8,000
2	AD UASI jurisdiction	Per			Bus Banners		10	\$ 1,000	\$ 10,000
3	AD UASI jurisdiction	Per			Special media		10	\$ 1,500	\$ 15,000
4	AD UASI jurisdiction	Per			Collateral materials (e.g. Life Browsers, Booked Materials, Partner Lists and other Materials Approved by DHS)		10	\$ 30,870	\$ 308,700
5	AD UASI jurisdiction	Per			Postal Outreach		10	\$ 1,000	\$ 10,000
SUBTOTAL:									\$ 135,170
Solution Area: PERSONNEL									
1	UASI	Per			Program Coordinator Salary at 100% (10 months)	PLANNING	1	\$ 35,000	\$ 35,000
2	UASI	Per			Program Coordinator Benefits at 100% (10 months)	PLANNING	1	\$ 9,830	\$ 9,830
3	AD UASI jurisdiction	Per			Contract support activities including strategic planning, graphic design, materials development, situation training, preparedness exercise for 10 months	PERSONNEL	1	\$ 170,000	\$ 170,000
SUBTOTAL:									\$ 314,830
Solution Area: ORGANIZATION									
SUBTOTAL:									\$
Solution Area: EXERCISE									
SUBTOTAL:									\$
Solution Area: TRAINING									
SUBTOTAL:									\$
Solution Area: EQUIPMENT									
SUBTOTAL:									\$

Project 5

READYColorado will be focusing on several key projects that were very successful in 2008. In collaboration with NCR Citizen Corps, READYColorado co-sponsored a pilot program for elementary schools that provided educational assemblies and classroom preparedness kits. We plan to, at minimum, double this outreach in 2009.

The File of Life cards designed for seniors and citizens with medical conditions was extremely successful and will be expanded this year to include working with senior and special needs groups.

READYColorado will continue to be actively involved in September Preparedness month. Outreach in 2009 will include a Preparedness Day that will encourage citizens to take classes offered in the NCR/UASI area and around the state, a continuation of the popular B. Ready campaign and the Safari at the Zoo that we hope will become an annual event.

Increased development of materials based on UASI/NCR committee identified promotional needs. For example, in 2008, READYColorado designed pet preparedness materials based on needs identified by the UASI/NCR Animal Subcommittee. We have received a request from the UASI/NCR Special Needs Committee to produce a video for outreach. We are also currently working with the Colorado Information Analysis Center with the design of brochures which will be printed with CIAC funds.

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Applicant Region: Agency Name:

Grant Program:

Regional Priority Number:

Project Name Description:

State Investment (ID):

State Strategic Objective:

Primary Target Capability:

National Priority 1:

National Priority 2:

PROJECT BUDGET SUMMARY	Non-Federal Hard Match Amount	Total Grant Request
Planning	\$ -	\$ -
Personnel	\$ -	\$ -
Organization	\$ -	\$ -
Exercise	\$ -	\$ -
Training	\$ -	\$ -
Equipment	\$ 189,000	\$ 711,000
TOTAL	\$ 189,000	\$ 711,000

Percent of Total Project Request: 26.86%

Item Item	Specific Jurisdiction	Subcategory	Interrupt	Non-Federal Hard Match Amount	Expenditure Description	Primary Funding Objective	Quantity	Unit Cost	TOTALS
Solution Area: PLANNING									
									\$ -
SUBTOTAL:									
Solution Area: PERSONNEL									
									\$ -
SUBTOTAL:									
Solution Area: ORGANIZATION									
									\$ -
SUBTOTAL:									
Solution Area: EXERCISE									
									\$ -
SUBTOTAL:									
Solution Area: TRAINING									
									\$ -
SUBTOTAL:									
Solution Area: EQUIPMENT									
1	Evergreen offices on County	Eq		1	Microphone using equipment	N/A	1	\$	11,000
2	Evergreen offices on County	Eq		1	Portable satellite radios	N/A	1	\$	30,000
3	Evergreen offices on County	Eq		1	Printers and toner equipment	N/A	1	\$	20,000
4	Evergreen offices on County	Eq		1	RF repeater	N/A	1	\$	70,000
5	Evergreen offices on County	Eq		1	Subscribers	A	1	\$	160,000
6	Evergreen offices on County	Eq		1	Portable radios	N/A	1	\$	470,000
SUBTOTAL:									

Project 6

EFR has been previously identified as a member of a multi-agency consortium intent on upgrading their existing radio system. A multi-county engineering study was performed in 2008 under a previous HS grant to examine the coverage capabilities of both a VHF system and the statewide DTR system in Clear Creek and Gilpin Counties. A large portion of EFR's district was included in this study, since EFR's district lies within both Clear Creek and Jefferson Counties. This study concluded that VHF was the most cost-effective way to achieve interoperable communications but also pointed to a distinct gap in interoperable capabilities between EFR and its adjoining districts. As part of that communications consortium, EFR would be able to meet interoperability capabilities by moving to the same band plan as most of its neighbors and meet the FCC's January 1, 2013 narrowband requirements in a more efficient, effective and fiscally responsible manner.

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Applicant Region:

Agency Name:

Grant Program:

Regional Priority Number:

Project Name Description:

State Investment (ID):

State Strategy Objective:

Primary Target Capability:

National Priority 1:

National Priority 2:

PROJECT BUDGET SUMMARY	Non-Federal Share Match Amount	Total Grant Request
Planning	\$ -	\$ -
Personnel	\$ -	\$ -
Organization	\$ -	\$ -
Exercise	\$ -	\$ -
Training	\$ -	\$ -
Equipment	\$ -	\$ -
TOTAL	\$ -	\$ 1,645,612

Percent of Total Project Request

Line Item	Specific Jurisdiction	Subactivity	Disability	Non-Federal Share Match Amount	Expenditure Description	Primary Funding Objective	Quantity	Unit Cost	TOTALS
Solution Area: PLANNING									
1									\$ -
SUBTOTAL:									\$ -
Solution Area: PERSONNEL									
2									\$ -
SUBTOTAL:									\$ -
Solution Area: ORGANIZATION									
3									\$ -
SUBTOTAL:									\$ -
Solution Area: EXERCISE									
4									\$ -
SUBTOTAL:									\$ -
Solution Area: TRAINING									
5									\$ -
SUBTOTAL:									\$ -
Solution Area: EQUIPMENT									
6	Cost of Rent Fee and Responder Consumption Protection Detail	Eu	2		45 SCBA packs (1000 liter) Face, air, and oxygen and 4000 ft. of air line and 4000 ft. of air line and 4000 ft. of air line	N/A	1	246,688	\$ 246,688
7	Emergency Response Detail	Eu	2		45 SCBA packs (1000 liter) Face, air, and oxygen and 4000 ft. of air line and 4000 ft. of air line and 4000 ft. of air line	N/A	1	526,872	\$ 526,872
8	Emergency Response Detail	Eu	2		45 SCBA packs (1000 liter) Face, air, and oxygen and 4000 ft. of air line and 4000 ft. of air line and 4000 ft. of air line	N/A	1	325,344	\$ 325,344
9	Emergency Response Detail	Eu	2		45 SCBA packs (1000 liter) Face, air, and oxygen and 4000 ft. of air line and 4000 ft. of air line and 4000 ft. of air line	N/A	1	371,309	\$ 371,309
10	Emergency Response Detail	Eu	2		45 SCBA packs (1000 liter) Face, air, and oxygen and 4000 ft. of air line and 4000 ft. of air line and 4000 ft. of air line	N/A	1	546,928	\$ 546,928
11	Emergency Response Detail	Eu	2		45 SCBA packs (1000 liter) Face, air, and oxygen and 4000 ft. of air line and 4000 ft. of air line and 4000 ft. of air line	N/A	1	95,589	\$ 95,589
SUBTOTAL:									\$ 1,645,611

Project 7

The NCR-UASI SCBA Project will assist in achieving compliance with the target capabilities listed above. It consists of the purchasing of Scott brand NxG2 self contained breathing apparatus for fire departments. This SCBA units have been adopted as the regional standard to facilitate interoperability during training, response, and refilling cylinders. This project is a multi-year project that will be completed through collaboration between the Denver UASI and the North Central Region. The intent of the project is to provide a common fit-tested face piece for all agencies and to provide CBRNE approved SCBA to first responders. The Incident Operation Committee identified the SCBA project as one of their top priorities since it's inception. The Self Contained Breathing Apparatus, CBRNE / Interoperability Program for UASI / NCR fire and law enforcement meets national CBRNE personal protective equipment requirements and facilitates interoperability within the region.

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Applicant Region: Agency Name: **Denver UASI**

Grant Program: **Urban Area Security Initiative (UASI)** Go To Project 9

Regional Priority Number: **8**

Project Name Description: **Personal Protective Equipment, Enhanced EOD Bomb Suit with Communications**

State Investment (SI): **IED Protection Planning**

State Strategy Objective: **3.1" Responder Safety and Health**

Primary Target Capability: **Responder Safety and Health**

National Priority 1: **Strengthen CBRNE Detection, Response, and Decontamination Capabilities**

National Priority 2: **Address Capability Requirements**

PROJECT BLDGET SUMMARY	Non-Federal Match Amount	Total Grant Request
Planning	\$	\$
Personnel	\$	\$
Organization	\$	\$
Exercise	\$	\$
Training	\$	\$
Equipment	\$	\$ 226,800
TOTAL	\$	\$ 226,800

Percent of Total Project Request:

Line Item	Specific Jurisdiction	Notification	Frequency	Non-Federal Match Amount	Expenditure Description	Primary Funding Objective	Quantity	Unit Cost	TOTALS
Solution Area: PLANNING									
									\$
SUBTOTAL:									\$
Solution Area: PERSONNEL									
									\$
SUBTOTAL:									\$
Solution Area: ORGANIZATION									
									\$
SUBTOTAL:									\$
Solution Area: EXERCISE									
									\$
SUBTOTAL:									\$
Solution Area: TRAINING									
									\$
SUBTOTAL:									\$
Solution Area: EQUIPMENT									
1	AS Bomb Squads	Eq.			Bomb Suits	18,777	5		\$ 93,885
2	UAS Bomb Squads	Eq.			Bomb Suits/Enhanced Communications	18,777	5		\$ 112,799
3	UAS Bomb Squads	Eq.			Bomb Suits/ICBA Learning apparatus	18,777	5		\$ 15,406
SUBTOTAL:									\$ 226,800

Project 8

Obtain seven (7) Explosive Ordnance Disposal Bomb Suits and Helmet ensembles with the suit communication capabilities to allow collaborating jurisdiction's bomb squads listed above to use compatible, interchangeable bomb suits at any suspected explosive device response within the North Central Region. The enhanced Bomb Suits will provide additional capabilities against chemical and biological agents attached to IED's which currently are not available to each bomb squad. The communications system is a built-in low power system that will allow communications that are currently not available. This project will better prepare the bomb squads in responding to Explosive Device Response Operations, rendering the site safe, and conducting removal of the device. This project will also eliminate the demonstrated deficiency currently experienced by squads with dissimilar equipment as defined during joint regional training and response operations.

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Applicant Region:

Agency Name:

Grant Program:

Regional Priority Number:

Project Name Description:

State Investment (IJ):

State Strategy Objective:

Primary Target Capability:

National Priority 1:

National Priority 2:

PROJECT BUDGET SUMMARY	Non-Federal Hard Match Amount	Total Grant Request
Planning	\$	\$
Personnel	\$	\$ 365,000
Organization	\$	\$
Exercise	\$	\$
Training	\$	\$
Equipment	\$	\$
TOTAL	\$	\$ 365,000

Percent of Total Project Request:

Line Item	Specific Jurisdiction	Subcategory	Use of Funds	Non-Federal Hard Match Amount	Expenditure Description	Primary Funding Objective	Quantity	Unit Cost	TOTALS
Solution Area: PLANNING									
1									\$
2									\$
SUBTOTAL:									\$
Solution Area: PERSONNEL									
1	FDLEA jurisdictions	Personnel			Consultant on Cyber capability across systems throughout the IIR region. Anticipated to identify, connect to, build, and integrate a plan, develop, and test steps in the process. Additionally, this is for the project to be used to secure equipment identified in the plan.	PERSONNEL		\$ 365,000	\$ 365,000
SUBTOTAL:									\$ 365,000
Solution Area: ORGANIZATION									
1									\$
SUBTOTAL:									\$
Solution Area: EXERCISE									
1									\$
SUBTOTAL:									\$
Solution Area: TRAINING									
1									\$
SUBTOTAL:									\$
Solution Area: EQUIPMENT									
1									\$
2									\$
SUBTOTAL:									\$

Project 9

This is a regional request for multi-year funding for a wide-area data communications system. The data system would replace or provide an overlay of a private public safety network managed by a consortium of the participating agencies.

Each agencies current wireless data usage, current and future needs will be evaluated. A comprehensive report of what agencies use today, their future requirements and a proposed migration path for interoperable data to support agencies in the Metro area will be provided.

The Region has had a solid successful record of accomplishment in implementing, upgrading and linking voice systems together. These past projects will be a "blue-print" for moving forward and building shared data networks in a more cost effective manner. The end result will be providing the capability for the region to link into data networks for data communications inclusive standard warrant checks (CCIC/NCIC), mug shots, pictures of lost children and/or wanted suspects/vehicles, in-car video, data intelligence exchanges from devices, direct communications in data formats from Computer Aided Dispatch to the field.

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Applicant Region:

Agency Name:

Grant Program:

Regional Priority Number:

Project Name Description:

State Investment (IJ):

State Strategy Objective:

Primary Target Capability:

National Priority 1:

National Priority 2:

PROJECT BUDGET SUMMARY	Non-Federal Match Amount	Total Grant Request
Planning	\$	\$
Personnel	\$	\$
Organization	\$	\$
Exercise	\$	\$
Training	\$	\$
Equipment	\$	\$ 360,000
TOTAL	\$	\$ 360,000

Percent of Total Project Request:

Line Item	Specific Jurisdiction	Public Category	Threats	Non-Federal Match Amount	Expenditure Description	Primary Funding Objective	Quantity	Unit Cost	TOTALS
Solution Area: PLANNING									
									\$
SUBTOTAL:				\$					\$
Solution Area: PERSONNEL									
									\$
SUBTOTAL:				\$					\$
Solution Area: ORGANIZATION									
									\$
SUBTOTAL:				\$					\$
Solution Area: EXERCISE									
									\$
SUBTOTAL:				\$					\$
Solution Area: TRAINING									
									\$
SUBTOTAL:				\$					\$
Solution Area: EQUIPMENT									
1	All City Bomb Squads	Eq	D		Small Platform Portable Robot	LE700	1	\$	\$ 360,000
2									\$
SUBTOTAL:				\$					\$ 360,000

Project 10

This project will fill a gap that has been identified by Denver UASI bomb squads through exercises and actual incidents. The Democratic National Convention EOD incidents affirmed the need for a small platform robot. During the DNC there were several incidents that occurred on RTD Light Rail where medium and large platform robots were too cumbersome and had too large of an equipment footprint to enter the area where the suspected IED was located. Denver PD and Jefferson Co. S/O bomb squads have also responded to incidents on buses where robots could not be used due to space restrictions. Additionally, training exercises conducted at Denver International Airport on aircraft confirmed medium and large scale robots could not maneuver into the plane and down the aisle. Each of the collaborating jurisdictions involved in this project have bus routes and light rail trains. There are also five airports scattered throughout the collaborating jurisdictions. This project will provide the capability for each squad to use a robot in areas that are currently inaccessible by the robots staged on the response vehicles. This project will increase the safety to the bomb technicians by allowing remote operations versus a hands-on manual approach. This will increase the capabilities in the region because a lightweight man-portable remote controlled robot could be quickly deployed into restricted access/smaller locations. This project will enhance explosive device pre-detonation response operations and can also be used in hazardous materials incidents as well as hostage and barricade situations.

The funding for this project will be utilized to obtain (3) small platform, man portable robots. The robots will be distributed to the UASI/NCR bomb squads. The robots will improve the capabilities of each individual squad and will also increase the regional capabilities. The robots will be utilized in Explosive Device Response Operations and CBRNE Detection.

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Applicant Region:

Agency Name:

Grant Program:

Regional Priority Number:

Project Name/Description:

State Investment (LJ):

State Strategy Objective:

Primary Target Capabilities:

National Priority 1:

National Priority 2:

PROJECT BUDGET SUMMARY	Non-Federal Match Amount	Total Grant Request
Planning	\$ -	\$ -
Personnel	\$ -	\$ -
Organization	\$ -	\$ -
Exercise	\$ -	\$ -
Training	\$ -	\$ -
Equipment	\$ 38,500	\$ 311,970
TOTAL	\$ 38,500	\$ 311,500

Percent of Total Project Request: 12.56%

Line Item	Specific Jurisdiction	Number	Category	Description	Non-Federal Match Amount	Expenditure Description	Primary Funding Objective	Quantity	Unit Cost	TOTALS
-----------	-----------------------	--------	----------	-------------	--------------------------	-------------------------	---------------------------	----------	-----------	--------

Solution Area: PLANNING

1										\$ -
SUBTOTAL:										\$ -

Solution Area: PERSONNEL

1										\$ -
SUBTOTAL:										\$ -

Solution Area: ORGANIZATION

1										\$ -
SUBTOTAL:										\$ -

Solution Area: EXERCISE

1										\$ -
SUBTOTAL:										\$ -

Solution Area: TRAINING

1										\$ -
SUBTOTAL:										\$ -

Solution Area: EQUIPMENT

1	Adams County	Eq	D	1	36	Tactical Response Vehicle	LETPP	1	\$ 311,970	\$ 311,970
2										\$ -
SUBTOTAL:										\$ 311,970

Project 11

The NCR Tactical Teams have determined that they are inadequately prepared to assist the local Bomb Squads and Hazmat Teams in regards to site security/safety and evacuation at CBRNE, WMD and IED terrorism events. These capabilities would be greatly increased with a chemical, biological, radiological, nuclear and explosive incident response and rescue vehicle. An All hazards response vehicle with its blast mitigation armor, ability to operate in a CBRNE environment and detect chemical, biological and radiological materials would greatly increase mission capabilities. It can safely deploy special operations, bomb, other personnel and equipment to the scene; when required enter hot zones in a variety of multi-hazard events and assist with rescue and evacuation operations. The need for a rapid response to these threats makes it critical to have a tactical response vehicle available outside the Denver/Aurora Region.

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Applicant Region:

Agency Name:

Grant Program:

Regional Priority Number:

Project Name Description:

State Investment (IJ):

State Strategy Objective:

Primary Target Capability:

National Priority 1:

National Priority 2:

PROJECT BUDGET SUMMARY	Non-Federal Share Match Amount	Total Grant Request
Planning	\$	\$
Personnel	\$	\$
Organization	\$	\$
Exercise	\$	\$
Training	\$	\$
Equipment	\$	\$ 76,432
TOTAL	\$	\$ 76,432

Percent of Total Project Request:

Line Item	Specific Jurisdiction	Subcategory	Priority	Non-Federal Share Match Amount	Expenditure Description	Primary Funding Objective	Quantity	Unit Cost	TOTALS
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Solution Area: PLANNING

1									\$
SUBTOTAL:									\$

Solution Area: PERSONNEL

1									\$
SUBTOTAL:									\$

Solution Area: ORGANIZATION

1									\$
SUBTOTAL:									\$

Solution Area: EXERCISE

1									\$
SUBTOTAL:									\$

Solution Area: TRAINING

1									\$
SUBTOTAL:									\$

Solution Area: EQUIPMENT

1	UAS	Eq	2		Sensors and Spectrometers	1	1	\$ 76,432	\$ 76,432
2									\$
SUBTOTAL:									\$ 76,432

Project 12

Purchase 2 portable spectrometers for use of chemical identification. These chemical identifiers will allow Hazmat techs to supplement current capabilities to rapidly detect and properly identify liquid and solid CBRNE materials.

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Applicant Region: Agency Name: **Denver UASI**

Grant Program: **Urban Area Security Initiative (UASI)** Go To Project 14

Regional Priority Number: **13**

Project Name Description: **Mass PPE Exercise for Pandemic Event**

State Investment (LD): **Medical Preparedness**

State Strategy Objective: **3.14 Medical Surge**

Primary Target Capabilities: **Medical Surge**

National Priority 1: **Strengthen Medical Surge and Mass Prophylaxis Capabilities**

National Priority 2: **Strengthen Planning and Citizen Preparedness Capabilities**

PROJECT BUDGET SUMMARY	Non-Federal Hard Match Amount	Total Grant Request
Planning	\$	\$
Personnel	\$	\$
Organization	\$	\$
Exercise	\$	\$ 15,384
Training	\$	\$
Equipment	\$	\$
TOTAL	\$	\$ 32,254

Percent of Total Project Request

Line Item	Specific Jurisdiction	Status of Agency	Investigate	Non-Federal Hard Match Amount	Expenditure Description	Primary Funding Objective	Quantity	Unit Cost	TOTALS
-----------	-----------------------	------------------	-------------	-------------------------------	-------------------------	---------------------------	----------	-----------	--------

Solution Area: PLANNING

1									\$
SUBTOTAL:									\$

Solution Area: PERSONNEL

1									\$
SUBTOTAL:									\$

Solution Area: ORGANIZATION

1									\$
SUBTOTAL:									\$

Solution Area: EXERCISE

1	UASI	E	D		Pre-Deployment Design and Participation - employees	N/A	1	\$ 15,384	\$ 15,384
2	UASI	E	D		Communications and Disaster Use	N/A	1	\$ 10,950	\$ 10,950
SUBTOTAL:									\$ 32,254

Solution Area: TRAINING

1									\$
SUBTOTAL:									\$

Solution Area: EQUIPMENT

1									\$
SUBTOTAL:									\$

Project 13

1. This will be a large exercise involving real patients. Extensive planning efforts and direct observation of the process will be needed to ensure success and safety. This will include representation from Emergency Medicine, Infectious Diseases, Hospital Infection Control, Hospital Employee Health and Tri-county Health Department.

- a. Physician advisors and employee health workers will meet with all units and coordinate personnel planning and conduct in-service on the patient units.
- b. The infectious disease nurse will conduct the in-services on PPE for staff on both shifts.
- c. A consultant/planner will plan the exercise in HSEEP format, process all paperwork, coordinate the volunteer observers, collect data on PPE usage and write the AAR.
- d. The infectious disease and emergency physicians will supervise the entire exercise, provide safety oversight and coordinate all personnel activity.

2. As the exercise will increase the time spent in donning and doffing PPE, thus slowing clinical care, there will be one additional nurse (RN) and nurses assistant (CNA) assigned to each unit for the 24 hour exercise period (12 individuals for the 24 hour period). Multiple observers will be used to assess staff ability to conform to isolation guidelines. There will be a nurse monitoring the exercise and supervising the observers to address any safety issues that may arise due to fatigue or complacency that could put the staff at risk for real disease transmission if an infectious patient is on the unit being exercised.

3. University hospital will provide half face respirators and respiratory isolation PAPRs and will require only replacement of consumables for the exercise of these units. A Portacount (AEL 01AR-07-FTST) will be required to conduct OSHA required fit testing of the staff involved in the exercise. Multiple staff members will need to be fit tested for both N95 masks and half face respirators. As this will have to be done during regularly scheduled shifts (day and night) over 1-2 months, as well as at the time of the exercise, a dedicated device will be needed for this project.

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Applicant Region:

Agency Name:

Grant Program:

Go To Project 13

Regional Priority Number:

Project Name Description:

State Investment (SI):

State Strategy Objective:

Primary Target Capability:

National Priority 1:

National Priority 2:

PROJECT BUDGET SUMMARY	Fed. Match Amount	Total Grant Request
Planning	\$	\$
Personnel	\$	\$
Organization	\$	\$
Exercise	\$	\$
Training	\$	\$
Equipment	\$ 101,168	\$
TOTAL	\$ 101,168	\$ 158,319

Percent of Total Project Request: 43.99%

Fed. Match	Specific Jurisdiction	Sub-Account	Interd. Obj.	Fed. Match Amount	Expenditure Description	Primary Funding Objective	Quantity	Unit Cost	TOTALS
Solution Area: PLANNING									
									\$
SUBTOTAL:									\$
Solution Area: PERSONNEL									
									\$
SUBTOTAL:									\$
Solution Area: ORGANIZATION									
									\$
SUBTOTAL:									\$
Solution Area: EXERCISE									
									\$
SUBTOTAL:									\$
Solution Area: TRAINING									
									\$
SUBTOTAL:									\$
Solution Area: EQUIPMENT									
1	Lakewood	Eq	D	\$	Upgrade and repair				\$ 153,000
2	Lakewood	Eq	D	\$	Equipment				\$ 5,319
SUBTOTAL:									\$ 158,319

Project 14

Funding will be utilized to purchase three (3) new MASTR 5 repeaters and upgrade five MASTR 3 repeaters to P25 trunk capability and linking said equipment into the existing five (5) channel P25 site and existing Network Switching Center. This structure will then become a single, multi-sited P25/EDACS capable communications network capable of secure voice and supporting broadband data along the Denver Metro area. This will result in the creation of an IP based wireless system ready for ISSI connectivity (currently available with TYCO) with Motorola manufactured equipment and, therefore, with the State of Colorado's DTRS radio infrastructure which eliminates the need of third party equipment and gateways for seamless interoperability

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Applicant Region:

Agency Name:

Grant Program:

Regional Priority Number:

Project Name Description:

State Investment (IJ):

State Strategy Objective:

Primary Target Capability:

National Priority 1:

National Priority 2:

PROJECT BUDGET SUMMARY	Non-Federal Hard Match Amount	Total Grant Request
Planning	\$ -	\$ -
Personnel	\$ -	\$ -
Organization	\$ -	\$ -
Exercise	\$ -	\$ -
Training	\$ -	\$ -
Equipment	\$ -	\$ 45,000
TOTAL	\$ -	\$ 58,000

Percent of Total Project Request

Line Item	Specific Jurisdiction	Subcategory	Inventory	Non-Federal Hard Match Amount	Expenditure Description	Primary Funding Objective	Quantity	Unit Cost	TOTALS
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Solution Area: PLANNING

1									\$ -
SUBTOTAL:									\$ -

Solution Area: PERSONNEL

1									\$ -
SUBTOTAL:									\$ -

Solution Area: ORGANIZATION

1									\$ -
SUBTOTAL:									\$ -

Solution Area: EXERCISE

1									\$ -
SUBTOTAL:									\$ -

Solution Area: TRAINING

1									\$ -
SUBTOTAL:									\$ -

Solution Area: EQUIPMENT

1	AM	54	0		Real Time X-ray	LETPP	1		\$ 58,000
2									\$ -
SUBTOTAL:									\$ 58,000

Project 15

Purchase a Real Time X-ray system to assist North Central Region bomb squads capabilities for x-raying IEDs and suspicious packages. A real time x-ray system is directly related to defeating IEDs. This project will give the bomb squads of the NCR a capability where none existed before. The ability to x-ray a device or suspicious package increases the effectiveness and safety of the bomb squad by providing the ability to inspect a device without putting a bomb tech in harms way.

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Applicant Region:

Agency Name: **Denver UASI**

Grant Program: **Urban Area Security Initiative (UASI)**

Regional Priority Number: **M&A**

Project Name Description:

State Strategy Objective:

Primary Target Capability:

National Priority 1:

National Priority 2:

TOTAL ALLOWABLE M&A \$ 169,273

Line Item	Specific Jurisdiction	Subactivity	Description	Non-Federal Match Amount	Expenditure Description	Primary Funding Objective	Quantity	Unit Cost	TOTALS
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Solution Area: Management and Administration

1	UASI Staff				Staff Accountant salaries for 12 months		1	\$ 31,500	\$ 31,500
2	UASI Staff				Staff Accountant benefits for 12 months		1	\$ 7,800	\$ 7,800
3	UASI Staff				Administration Assistant salaries for 12 months		1	\$ 47,250	\$ 47,250
4	UASI Staff				Administration Assistant benefits for 12 months		1	\$ 15,750	\$ 15,750
5	UASI Staff				Grant Administration salaries for 12 months		1	\$ 18,000	\$ 18,000
6	UASI Staff				Grant Administration benefits for 12 months		1	\$ 6,000	\$ 6,000
7	UASI				Travel expenses		1	\$ 5,000	\$ 5,000
8	UASI				Conference and Working Group Support		1	\$ 5,000	\$ 5,000
9	UASI				Office supplies and expenses		1	\$ 10,573	\$ 10,573
10	UASI				Warehouse rental		1	\$ 17,900	\$ 17,900
SUBTOTAL:									\$ 169,273

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Project M & A

M & A Budget is used to financially support the administration of the UASI grant program.

03 Evergreen VHF Interoperability Migration \$711,000
2009 HOMELAND SECURITY GRANT REQUEST FORMAT

Committee Name: Evergreen Fire Protection District (EFR)

Chair/Co-Chair: Steve Kabelis / Gary Pasiecznyk

Project Manager: DeAnna McMahan

Phone: (303) 674-2323

Email: dmcmahon@evergreenfirerescue.com

Collaborating/Supporting Jurisdictions: Clear Creek County and Gilpin County agencies, Golden Gate Fire Protection District, Elk Creek Fire Protection District, Indian Hills Fire Protection District, Inter-Canyon Fire Protection District, North Fork Fire Protection District

Funding Eligibility	
NCR	XX
UASI	XX
RETAC	
MMRS	

Project Name: Evergreen VHF Interoperability Migration

Target Capability Addressed: Interoperable Radio Communications

Project Total: \$900,000, required as a single award

BACKGROUND INFORMATION ON PROJECT:

1. Provide a summary description of the project. Describe what activities will be implemented and what will be accomplished by this Project.

Evergreen has existed as an "island" of radio communications for many years and has determined that it needs to migrate from its current UHF system to a VHF simulcast radio system. This would match both existing and proposed capabilities in adjoining districts as spelled out in a previous grant award and would both meet upcoming FCC narrowband requirements and significantly improve basic operability, regional interoperability, responder safety and response time, and service delivery. This requires replacing the department's existing radio infrastructure, support equipment, tower linking equipment, dispatch interface radios and all subscriber radios. Information and details from a previously-approved multi-county engineering study funded by NCR will be used as a basis for needs and technical capabilities to improve basic operability and multi-agency interoperability with EFR.

2. Provide a summary description of the current state of this Project, its objectives, and any outcomes that will be completed prior to the award of FY09 HSGP funds (before Oct 2009).

EFR has been previously identified as a member of a multi-agency consortium intent on upgrading their existing radio system. A multi-county engineering study was performed in 2008 under a previous HS grant to examine the coverage capabilities of both a VHF system and the statewide DTR system in Clear Creek and Gilpin Counties. A large portion of EFR's district was included in this study, since EFR's district lies within both Clear Creek and Jefferson Counties. This study concluded that VHF was the most cost-effective way to achieve

North Central Region
Ver. 2.0, 12/9/09

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interoperable communications but also pointed to a distinct gap in interoperable capabilities between EFR and its adjoining districts. As part of that communications consortium, EFR would be able to meet interoperability capabilities by moving to the same band plan as most of its neighbors and meet the FCC's January 1, 2013 narrowband requirements in a more efficient, effective and fiscally responsible manner.

The first phase of this project will include replacing an aging, two hop, 900 MHz spread-spectrum linking system with a more efficient microwave system. This investment will help stabilize their existing radio network and alleviate significant issues with dispatch and radio reliability. In this same phase, EFR intends to replace aging dispatch radio assets with up-to-date radios covering the VHF and 800 MHz bands, based on recommendations from a system analysis performed by their current radio vendor. These improvements to the radio system will significantly enhance dispatch and interoperability capabilities by allowing the dispatcher to channel select and patch directly from the console, something they can now do only on a limited basis. Funding for this first phase will either come from other grant sources or internal department funds.

In a summary prepared by Chuck Craig from the North Central Region, he points out the following:

- a. Emergency and government agencies in Clear Creek and Gilpin counties current communicate on VHF radio systems and Evergreen Fire and Rescue communicates on UHF radio system. In 2013 the FCC will mandate the narrow banding of VHF and UHF frequencies. This narrow banding will close down the communications systems for Clear Creek, Gilpin, and Evergreen Fire, therefore a new radio system must be in place by 2013.
- b. In 2007 the State of Colorado provided \$250,000 for a communications requirement study in Clear Creek and Gilpin counties. Pericle Communications was awarded the contract to conduct this study for \$132,610 and the contract was modified for a VHF frequency search for \$8,800. Recently Evergreen Fire and Rescue has asked to participate in this study and has asked for their operational area in Jefferson County to be included to the study's drive test. Clear Creek and Gilpin members have agreed for the inclusion of Evergreen Fire to the consortium. The extension to the drive test is estimated to cost no more than \$20,000. This will leave \$88,590 toward the execution of the study's recommended communications plan.
- c. Pericle's recommended solution is based on operational requirements, cost, and interoperability is a narrow banded VHF system, which has an automatic interoperable interface with the State's DTR system.
- d. The key to this radio system is the State's Squaw Mountain tower site. The end state for the project would have the equipment and users

03 Evergreen VHF Interoperability Migration \$711,000 using both the Clear Creek County-managed "upper Squaw" tower site and the privately managed, Evergreen-occupied "lower Squaw" tower moved to a new, single State's site. The State's tower site is currently overloaded and structurally insufficient for its current users and must be upgraded. NCR and the State is working together to develop an upgrade plan to accommodate all desired users for this site (State, NCR, National Forest, FBI, and others). The upgrade will require a larger equipment building and stronger tower. NCR has offered and the State has agreed to use the existing study funds to develop a site upgrade plan. The State will be required to revise their site lease with the National Forest Service (site owner).

- e. Evergreen Fire Protection District has submitted a 2009 Homeland Security grant request of \$711,000 with \$189,000 of matching funds (\$900,000) to enable them to join the Clear Creek / Gilpin VHF Communications system (detailed in the Clear Creek/Gilpin submittal).
3. If the Project was included in a previous HSGP request, please provide the name of the Project and the total amount of HSGP funding that was dedicated to this Project, if any.

This project has not been included in a previous HSGP request.

RISK MITIGATION:

1. Describe how the proposed project addresses risk within the Region. Specifically, how will the project mitigate a regional risk area or address geographic risks to terrorism, all-hazards threats.

Located within the Evergreen Fire Protection District are several key infrastructure facilities impacting the Evergreen Fire Protection District, North Central Region and the Denver Metropolitan area. The ability for multi-agency, interoperable communications will enhance the overall response, effectiveness and outcome of a multi-jurisdictional event. Bringing EFR onto a common frequency band with all adjoining agencies to the north, west and south sides of their district will greatly improve both tactical and strategic interoperability. Additional to their 800 MHz radio capabilities will also allow them to better communicate with the departments on their eastern border, with Jefferson County resources, and with the State of Colorado (CSP, CDOT, etc.). These steps will speed response times and improve situational awareness when responding both inside and outside of their district.

STATE STRATEGY AND TARGET CAPABILITY LINKAGE:

1. Identify the State Homeland Security Strategy (<http://www.colorado.gov/homelandsecurity>) goal and objective that the project will support. Provide an explanation of how the proposed project supports the goal/objective.

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The primary goal is to improve inter-agency radio interoperability throughout the North Central Region and the State of Colorado. The target capabilities addressed are:

Objective 3.2 Citizen Evacuation and Shelter-in-Place - Fire department using both suppression and medical transport resources can better support region-wide affected/at-risk populations and can be used to support the safe sheltering-in-place or evacuation to safe refuge areas.

Objective 3.7 Explosive Device Response Operations - Common communications technology results in more rapid information flow among regional responders to assess threats, support the safe rendering of explosive devices and the clearance of hazards. Additionally, it improves overall responder safety, the safe

Objective 3.9 Fire Incident Response Support - Joining in a region-wide communications network improves overall operational effectiveness by reducing response time, particularly during mutual-aid responses, brings all responding resources onto a common radio channel plan for improved incident management and potentially reduces both the risk and duration of incidents.

This project will also enhance EFR's capability to communicate with multi-jurisdictional agencies (county and state) while responding to any of the four planning scenarios described later.

- 2. Identify and explain how this project supports the selected primary target capability. Identify a secondary capability area that the project will support (if applicable).**

The primary target capabilities include both operability and regional interoperability. A secondary capability will be EFR's improved capabilities to function as a secondary PSAP that can dispatch regionally, additionally supporting the three objectives noted above. These target capabilities support the response, mitigation and recovery for any incident, evacuation or other significant event.

- 3. Explain how the project relates to and supports one of the four Priority Planning Scenarios (Improvised Explosive Device, Pandemic Influenza, Foreign Animal Disease, Food Contamination). These scenarios are available at www.ncrcolorado.org under the 2009 Grant document folder.**

The EFR communications project supports IED scenarios (I-70 corridor risks in particular), Pandemic Influenza, Foreign Animal Disease and Food Contamination by improving intra-agency and inter-agency radio communications without the need for patching or requiring the use of any kind of inter-system resources such as mechanical or software gateway devices. Responders can maintain better overall situational awareness and thereby reduce risks to themselves and the general public when responding into neighboring jurisdictions. EFR must be prepared to respond to these public health emergencies and support an effective inter-agency response plan.

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EXAMPLE #1: A recent call-out of the Adams-JeffCo HAZMAT Team was severely hampered due to the inability of responding units to communicate within the District. These response agencies routinely carry VHF radios in their apparatus and these agencies would have been able to easily interoperate with EFR units if this new system had been in place.

EXAMPLE #2: E-coli outbreak on soccer field in September. Involved multiple agencies including EFR, DOW, CDPHE, Jefferson County Health Department, Colorado State Forest Service. 15 children with confirmed infections. State agencies were unable to communicate directly with EFR resources for both incident management and general public notification. Had this been more widespread, radio communication difficulties would have hampered citizen notification.

2. Explain the long term approach to sustaining the capabilities created or enhanced by this project. Be specific as to how ongoing costs will be handled (i.e., user fees, personnel costs, equipment maintenance, upgrades, training, etc.)

EFR will maintain the system as a normal part of their agency process. The existing radio system maintenance is funded through the Department's operating budget.

3. Describe how this project affects multiple jurisdictions and/or levels of government. What agencies will benefit from this project? Are there formal agreements in place related to this project?

The EFR radio system will seamlessly connect with both existing and proposed networks in the region, affecting local, county, state and federal agencies at virtually any response level. This collaborative approach will move towards the creation of a "system-of-systems" that the State has indicated is necessary given the impractical goal of moving every agency onto a single, statewide 800 MHz network. This will truly allow EFR to be interoperable on all levels of response.

The State has recognized the validity of the recommendations of the recently completed study by Pericle Communications and supports EFR's intent.

Formal MOU/IGA's are in process of being put in place that will support this regional effort for both daily operability and seamless interoperability.

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EFR is committed to the maintenance and sustainment of the system under the Department's operating budget. EFR is also committed to participating in regional training and exercises for efficient multi-agency interoperable communication.

PROJECT MANAGEMENT AND TIMELINE:

1. Identify measurable objectives, milestones and accomplishments (with dates between Oct 2009 - Oct 2011) that will indicate successful implementation of your project.

Finish drive test study (April 2009)

Replace tower connectivity backbone (March-April 2009)

Increase interoperability capabilities at Dispatch (June 2009)

Complete new system engineering (September 2009)

Order Infrastructure and subscriber units (November 2009)

Installation of infrastructure (January - February 2010)

Programming and installation of subscriber units (January - February 2010)

Changeover of radio system (March 2010)

2. List and describe two potential challenges to effective implementation of this project over the period of performance. For each challenge, describe how the challenge will be mitigated, identify the probability of occurrence (high, medium, low), and level of impact should it occur (high, medium, low).

Insufficient funds to complete project. This is a "forklift" upgrade and while we can support VHF from a dispatch capability and from a limited field capability, if the complete project is not approved or is underfunded, the project can't move forward. The cumbersome approach of having to maintain and support two systems (UHF and VHF) during the migration will be difficult. Maintaining and supporting the two systems for a prolonged period would not be practical.

January 1, 2013 narrowband mandate is driving this decision and is driving the move towards improved Interop.

CAPABILITY IMPACT/IMPROVEMENT:

1. Describe the capability gap that this project will address within the Region. Give specific examples linked to capability assessment tools of how the capability area will be improved through this project (e.g., the impact that the project will have on the capability area).

EFR would cease to be an "island" in the public safety community. This will benefit the public with improved overall capability and interoperability should a multi-agency response be required. This would allow EFR to participate within the "system-of-systems" without having to deal with the technical gaps of their current systems. Therefore EFR could participate more effectively manner in their multi-jurisdictional responses.

BUDGET MANAGEMENT/MATCHING FUNDS:

1. Provide a budget narrative describing the overall budget request for this project and how the funds will be applied to improve capabilities.

The migration project is expected to cost \$900,000. EFR is requesting a grant award of \$711,000 with a 21% match of \$189,000. These funds will be used to replace the existing infrastructure, radio subscribers, dispatch radios and related console equipment. This equipment will be maintained under current and future maintenance agreements with our existing vendor. These funds will cover both equipment and installation labor.

2. Provide an itemized budget with references to specific items or services of your proposed project expenditures. Reference the authorized equipment list (AEL) for eligible equipment (the 2009 AEL can be found at <http://www.rkb.us>). All equipment is covered under the 2009 AEL under the following: Radios 06CP-01, Gateways 06CP-02, and Other mobile 06CP-03.

Budget Table

Equipment	Number	Cost Estimate	Item Total
Radio Infrastructure equipment, including simulcast repeaters, duplexers, cables and antennas PER LOT	1	\$489,000	\$489,000
Radio subscribers for vehicle, Portable, base station and Dispatch applications, plus Voice pagers, PER LOT	1	\$355,000	\$355,000
Engineering services and installation labor, PER LOT	1	\$56,000	\$56,000
GRAND TOTAL			\$900,000

Detailed price quotes are being developed to support this project. These numbers were developed from system estimates from three different vendors.

3. Identify the total percentage of matching funds being provided towards the total project cost (cash match funds only). Identify the source (s) of these funds.

21% or \$189,000 through in-kind and cash matches.

4. Identify jurisdictional/agency commitment (s) to sustain project capability (e.g., maintenance, training, exercise costs).