AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Aeronautics Contract Amendment; Grant Amendment CMS No: 15 HAV 72450, SRM PO No: 491000490, CDAG No: 14-GUC-01; $70,000 Local Share

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: BOCC and CDOT

Term Begins: **Term Ends:** **Grant Contract #:** 14-GUC 01

Summary:
Maximum amounts paid by CDOT for Elements A and B are modified as stated under Item 5 of this amendment. Total CDOT grant is unchanged.

Fiscal Impact: None

Submitted by: Rick Lamport **Submitter's Email Address:** rlamport@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

The local share is still $70,000. This amendment moves available funds to support the Master Plan Study (Element B). Since the fire truck bids (Element A) came in well under the estimate, the local share after expenditures for the fire truck and the Master Plan Study will likely by $64,559. An analysis has been included.

Reviewed by: GUNCOUNTY1\bcowan Discharge Date: 8/26/2014

County Attorney Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\atrezise Discharge Date: 8/29/2014 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\khaase Discharge Date: 8/29/2014

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted:

Agenda Date: 9/2/2014 Follow Up Agenda Date:

Revised April 2013

AERONAUTICS CONTRACT AMENDMENT

Amendment No.: 1	Original Contract CMS No.: 14 HAV 64657 CDAG No.: 14-GUC-01	Amendment CMS No.: 15 HAV 72450 SRM PO No.: 491000490

1) PARTIES

This Amendment to the above-referenced original Contract, (hereinafter called the "**Grant**"), is entered into by and between Gunnison County (hereinafter called "**Grantee**"), and the STATE OF COLORADO (hereinafter called the "**State**"), acting by and through the Department of Transportation, (hereinafter called "**CDOT**").

2) EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee, (hereinafter called the "**Effective Date**"). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3) FACTUAL RECITALS

a. The Parties entered into the Grant for/to Reallocation of Funding between Scopes of Work.

b. The Parties now desire to do the following:

The Parties entered this grant agreement to Participate in Federally Funded ARFF Vehicle and Master Plan Update to include AGIS..

4) LIMITS OF EFFECT

This Amendment is incorporated by reference into the Grant, and the Grant and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

5) MODIFICATIONS

The Grant and all prior amendments thereto, if any, are modified as follows:

1. Section 7A is hereby deleted in its entirety and replaced with the following language:

A. Maximum Amount

The maximum amount payable under this Grant to Grantee by the State is $70,000.00 as determined by the State based on available funds.

The maximum amount payable under this Grant to Grantee by the State is 5% of the project cost not to exceed $32,988.00 for Element A and 5% of the project cost not to exceed $37,012.00 for Element B, as determined by the State from available funds in Fund 160, G/L account # 4512000010, & Vendor# 0002000066 & Partner#N/A (if applicable), and Cost Center VDG14-033. Grantee agrees to provide any additional funds required for the successful completion of the Work. Payments to Grantee are limited to the unpaid obligated balance of the Grant as set forth in Exhibit A. The State and Grantee shall participate in providing the Grant amount as follows:

State: $70,000
Local Funds: $70,000
Federal: $1,260,000

6) START DATE

This Amendment shall take effect upon the date of the State Controller's signature.

7) ORDER OF PRECEDENCE

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Grant, the provisions of this Amendment shall in all respects supersede, govern, and control. The most recent version of the Special Provisions incorporated into the Grant or any amendment shall always control other provisions in the Grant or any amendments.

8) AVAILABLE FUNDS

Financial obligations of the state payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available.

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

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

THE GRANTEE Gunnison County	STATE OF COLORADO John W. Hickenlooper, GOVERNOR
By: Paula Swenson Title: Board Chair	Department of Transportation Donald E. Hunt, Executive Director
_____ *Signature	_____ By: David C. Gordon, Aeronautics Division Director
Date: _____	**Date: _____**

ALL AGREEMENTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By:_____
Colorado Department of Transportation

Date:_____

GUNNISON COUNTY, COLORADO
CDOT 14-GUC-01 AMENDMENT

		ORIGINAL	AMENDED	EXPECTED
ELEMENT A - ACQUIRE ARFF VEHICLE				
FAA	90%	675,000	568,172	521,428
CDOT	5%	37,500	32,988	28,968
LOCAL	5%	37,500	32,988	28,969
		750,000	634,148	579,365
ELEMENT B - MASTER PLAN STUDY				
FAA	90%	585,000	640,606	640,606
CDOT	5%	32,500	37,012	35,589
LOCAL	5%	32,500	37,012	35,590
		650,000	714,630	711,785
TOTAL				
FAA	90%	1,260,000	1,208,778	1,162,034
CDOT	5%	70,000	70,000	64,557
LOCAL	5%	70,000	70,000	64,559
		1,400,000	1,348,778	1,291,150