AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contract Amendment; EIAF 8504 - CNG Vehicles

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Attached is the contract amendment for EIAF 8504; Gunnison County CNG Vehicle Acquisition

Fiscal Impact:

Submitted by: Liz Mense **Submitter's Email Address:** EMense@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, this changes language to include purchase of six CNG vehicles rather than five as in original documents, dollar amount remains the same. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 11/26/2018

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

Comments:

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 11/30/2018 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 11/30/2018

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 12/4/2018

Revised April 2015

COLORADO
Department of Local Affairs
Division of Local Government

November 20, 2018

Phil Chamberland, Chair, Board of County Commissioners
Gunnison County
200 E. Virginia Ave.
Gunnison, Colorado 81230

RE: EIAF 8504 – Gunnison County CNG Vehicle Acquisition, Contract Amendment #1

Dear Commissioner Chamberland:

Attached is Contract Amendment #1 for the above-referenced Energy Impact Assistance Fund project. If the amendment is satisfactory as written, please print and sign the amendment (**original signatures only; no photocopies, stamped or e-signatures**).

The second page of this letter is a Return Routing Memorandum that includes a Grantee Checklist. Please use this document to facilitate the return of your contract amendment. Using the Checklist will ensure that your amendment has been signed by the appropriate person, that you have enclosed the correct number of documents for return to the State, that you have correctly addressed your return packet, and that you have notified us that your documents are on their way back to us.

If you would like your copy of the fully executed contract amendment to contain original signatures, please make sure you sign and return two (2) contract amendments to us. If a photocopy of the originally signed fully executed contract amendment is acceptable to you, then you need only sign and return one (1) contract amendment to us.

The State Controller requires hard copies and original signatures for contract amendment execution. We cannot complete the execution of your contract amendment without these. Until your contract amendment is fully executed (signed by all Parties), the changes contained in the amendment are not in effect.

If you have any questions about this contract amendment or the contract amendment execution process, please contact your Regional Manager, Kimberly Bullen, (970) 248-7333, (kimberly.bullen@state.co.us) or me at (303) 864-7731.

Sincerely,

Beth Lipscomb
Internal Services Manager
Department of Local Affairs

Enclosures

RETURN ROUTING MEMORANDUM

TO: Antoinette Johns

THROUGH: Marlene Crosby, Public Works Director, Gunnison County

FROM: Beth Lipscomb

DATE: November 20, 2018

RE: Contract Amendment Approvals

FOR FINAL APPROVAL ROUTING:

RE: EIAF 8504 – Gunnison County CNG Vehicle Acquisition CA#1

GRANTEE CHECKLIST:

_____ the Contract Amendment is signed by an authorized signator (**original signatures only; no photocopies, stamped or e-signatures**)

_____ signed by County Chief Elected Official, City/Town Mayor, or District Board President/Chair

_____ signed by Other

_____ documentation of authority to sign is enclosed

_____ the correct number of originals are attached

_____ one (1) signed original for the State (required)

_____ one (1) signed original for return to the Grantee (optional, at your discretion)

_____ documents being sent back to the State must be addressed to:

Department of Local Affairs
ATTENTION: Antoinette Johns
1313 Sherman Street, Room 521
Denver, CO 80203

_____ you have sent an email to the State (antoinette.johns@state.co.us) indicating the date the hard copy will be/has been posted for return to State

GRANT AGREEMENT AMENDMENT #1

SIGNATURE AND COVER PAGE

State Agency Department of Local Affairs	**Encumbrance Number** F18S8504	**Amendment CMS Number** 121774
Grantee **GUNNISON COUNTY**	**Previous CMS #(s)** 105887	
Project Number and Name EIAF 8504 - Gunnison County CNG Vehicle Acquisition	**Grant Amount** Initial Award: $70,482.00 **Total Grant Amount: $70,482.00**	
DOLA Regional Manager Kimberly Bullen, (970) 248-7333, (kimberly.bullen@state.co.us)		
DOLA Regional Assistant Leah Smith, (970) 248-7313, (leah.smith@state.co.us)	**Grant Agreement Performance Start Date** 01/30/2018	**Current Grant Agreement Expiration Date** 12/31/2018

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

GRANTEE
GUNNISON COUNTY

_____
By: Name of Authorized Individual (print)

_____
Title: Official Title of Authorized Individual (print)

_____
*Signature

Date: _____

STATE OF COLORADO
John W. Hickenlooper, Governor
DEPARTMENT OF LOCAL AFFAIRS
Irv Halter, Executive Director

_____
By: Irv Halter, Executive Director

Date: _____

PRE-APPROVED FORM REVIEWER

By:_____
Tara Tubb, EIAF Program Manager

Date: _____

In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By:_____
Yingtse Cha, Controller Delegate

Amendment Effective Date:_____

1. PARTIES

This Amendment (the "Amendment") to the Original Grant Agreement shown on the Signature and Cover Page for this Amendment (the "Agreement") is entered into by and between the Grantee, and the State.

2. TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Agreement shall be construed and interpreted in accordance with the Agreement.

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Grantee for any Work performed or expense incurred under this Amendment either before or after the Amendment term shown in **§3.B** of this Amendment.

B. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Agreement contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment or 11/30/2018, whichever is later and shall terminate on the termination of the Agreement.

4. PURPOSE

The Project consists of upgrading five vehicles to use Compressed Natural Gas (CNG) for Gunnison County. The Grantee was able to upgrade the five vehicles for less than initially anticipated and requests to use the remaining budgeted funds to upgrade a sixth vehicle to use CNG. This Amendment modifies the Project Description, Work Description, and Eligible Expenses to reflect the additional vehicle to be upgraded as requested.

5. MODIFICATIONS

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

A. **Grant Agreement, Cover Page, Project Information** is modified by deleting the Brief Description of Project and inserting the following in lieu thereof:

> "The Project consists of upgrading six vehicles to use Compressed Natural Gas (CNG) for Gunnison County."

B. **Exhibit B, Section 2, Description of the Project(s) and Work, Subsection 2.1, Project Description** is hereby deleted and replaced with the following in lieu thereof:

> "The Project consists of upgrading six vehicles to use Compressed Natural Gas (CNG) for Gunnison County."

C. **Exhibit B, Section 2, Description of the Project(s) and Work, Subsection 2.2, Work Description** is hereby modified by deleting the first sentence and inserting the following in lieu thereof:

> "Gunnison County (Grantee) shall purchase six vehicles that will be upgraded to use CNG."

D. **Exhibit B, Section 2, Description of the Project(s) and Work, Subsection 2.5, Eligible Expenses** is hereby deleted and replaced with the following in lieu thereof:

> "Eligible expenses shall include: The costs associated with upgrading six vehicles to use CNG."

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

This Amendment is incorporated by reference into the Agreement, and the Agreement and all prior amendments or other modifications to the Agreement, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Agreement, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Agreement or any prior modification to the Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Agreement to the extent that this Amendment specifically modifies those Special Provisions.

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