

AID TO AGENCY GRANT AGREEMENT

This Agreement is entered on _____, 2022 by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ROUTT, STATE OF COLORADO, hereinafter referred to as the County, and the Town of Yampa, hereinafter referred to as the Contractor.

WHEREAS, the County provides funds for public and non-profit organizations as grant-in-aid agreements and contract-for-service agreements; and

WHEREAS, the Contractor provides necessary services which benefit the citizens of Routt County, which services are deemed necessary by the County, though not mandated by statute; and

WHEREAS, the Contractor has requested funds in accordance with the requirements of the County with regard to the budget (the "Application") and has received approval of said Application.

NOW THEREFORE, IT IS AGREED by and between the County and the Contractor as follows:

1. After Contractor completes the requirements in Paragraph No. 2 below, the County agrees to provide the Contractor the sum of One Hundred Eighty Thousand dollars (\$180,000) upon the receipt of an invoice (the "Funds").
2. Contractor shall submit the following reports/documents to the County Manager, BOCC Administration:
 - a. A financial report for the prior calendar or fiscal year, if it was not provided with the request. An audited or reviewed financial statement is the preferred presentation. Otherwise the financial report should provide information on all program revenues and all program expenditures by major cost category.
 - b. Certificate of Insurance as described below in Paragraph No. 7.
 - c. Proof of the agency's governmental status.
 - d. Three signed copies of this Agreement.
 - e. An invoice for One Hundred Eighty Thousand dollars (\$180,000).
3. Contractor shall not discriminate against any employee, applicant for employment or applicant for, or recipient of services, because of disability, race, creed, color, sex, sexual orientation, religion, age, national origin, or ancestry.
4. Contractor shall indemnify and hold harmless the County and its officers, agents and employees from and against any and all claims, damages, losses, injuries, and expenses including attorneys' fees, arising out of or in any way relating to the performance of the grant-funded services or the receipt or expenditure of the funds by the Contractor.
5. Contractor, and its officers, agents and employees, shall be considered for all purposes of this Agreement, to be independent contractors and not officers, employees or agents of the County.
6. Contractor shall only use the funds for the purposes identified in the request submitted or presented by the Contractor and accepted by the County as well as EXHIBIT A hereto. Said request and EXHIBIT are incorporated by this reference as if fully set forth herein. To the extent that any of the funds are not expended for an authorized purpose by January 31 of the year after the funds are received, or such extended time as may be approved in writing by the County, any such funds above \$5,000 shall be returned to the County.

7. The Contractor shall maintain insurance to protect the Contractor and the County against any and all claims and demands arising from injury to person or property due to any act or omission of the Contractor, its agents or employees, in the operation of the work pursuant to this Agreement. Minimum limits for public liability and property damage insurance required are as follows:

Commercial Liability

- One person \$1,000,000
- One accident \$1,000,000

Certificates of insurance must name the County as an additional insured for the work pursuant to the Agreement. The Contractor shall, prior to commencing services, deliver to the County Certificates of Insurance as evidence that policies providing any and all required coverages and limits are in full force and effect. The requirements of this provision shall apply to the Contractor and to all subcontractors. Contractor is responsible for obtaining certificates of insurance from any subcontractors performing work for the Contractor pursuant to this Agreement.

8. The term of this Agreement shall be from _____, 2022 through December 31, 2023. Additionally, this Agreement may be terminated in writing by either party upon 30 days written notice. The Contractor shall not be relieved of liability to the County for any damages sustained by the County by virtue of any breach of this Agreement by the Contractor, and the County may withhold any payment to the Contractor for the purpose of settlement until such time as the exact amount of damage due to the County from the Contractor is determined.
9. This Agreement may be modified only in writing upon mutual agreement of the parties.
10. Contractor shall immediately notify the County of any inability by the Contractor to meet its financial obligations or to provide services or of any other special problem that may affect the terms of this Agreement.
11. Contractor understands and agrees that if any of the funds are used for a purpose that is not authorized by this Agreement, the County may require Contractor to reimburse such funds to the County.
12. Nothing in this Agreement shall give or allow any claim or rights of action whatsoever to any third party, including, but not limited to, any agents or contractors of Contractor.
13. The rights, or any parts thereof, granted to the parties by this Agreement, shall not be assigned unless with the prior written consent of the non-assigning party.
14. Pursuant to C.R.S. Section 29-1-110, as amended, the financial obligations of the County as set forth herein after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available.
15. This Agreement constitutes the entire agreement of the parties hereto. The parties agree that there have been no representations made regarding the subject matter hereof other than those, if any, contained herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

ROUTT COUNTY

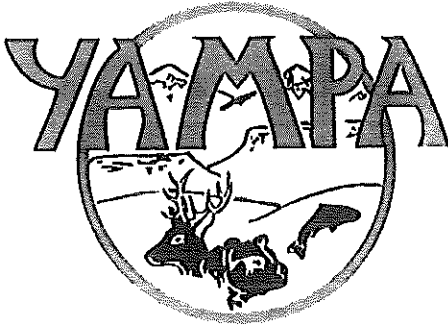
By: _____
Chair, Board of County Commissioners
(Or authorized representative)

Date: _____

CONTRACTOR

By: Stacey L. Gierhart
Mayor, Town of Yampa

Date: 10/14/22



Town of Yampa
101 Main Street
PO Box 224
Yampa, CO 80483
(970) 638-4511
clerk@townofyampa.com

August 16, 2022

Routt County Board of Commissioners
522 Lincoln Avenue, Suite 30
Steamboat Springs, CO 80487

RE: Funding Request
Yampa Wastewater Treatment Project

Dear Commissioners Corrigan, Redmond and Melton:

The Town of Yampa (Town) has been working over the last several years to implement needed upgrades to its wastewater treatment facilities. Our existing 40-year-old lagoon-based treatment system does not meet current design standards, has no redundancy, has reached the end of its design life, and has trouble meeting effluent limits requirements. In coordination with the County and your similar efforts related to the Phippsburg and Milner wastewater treatment facilities, the Town has contracted for preliminary engineering services with AquaWorks DBO, Inc. We are near completion of this preliminary work including the submittal of a Site Application and Project Needs Assessment to the Colorado Department of Public Health and Environment (CDPHE).

We desire to continue with our progress for this much needed and high priority community project by undertaking the completion of the final design and construction planning and preparing for the planned construction project currently slated for 2024. We are working with CDPHE, the Department of Local Affairs (DOLA) and the Colorado Water Resources and Power Development Authority (Authority) to access Colorado State Revolving Fund (SRF) and Bipartisan Infrastructure Law (BIL) funding to support the project. The Town has invested \$130,000 of grant and Town enterprise funds into the project to date as well. The Town will also be requesting \$200,000 in funding assistance under a Tier I Energy Impact Assistance Fund program grant in the upcoming September 1 application cycle. We are requesting \$180,000 from the County's American Rescue Plan Act (ARPA) funds as a contribution to the Town's wastewater treatment facilities upgrades to match these efforts.

The County's assistance in this regard will support the Town's much needed wastewater treatment facility upgrades. As well, bringing our system into compliance will have an overall community and regional benefit and will future proof the Town's system as more stringent regulatory requirements are anticipated to be imposed.

We appreciate your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Sheila Symons".

Sheila Symons
Town Administrator/Clerk

xc: Yampa Board of Trustees
Jay Harrington, County Manager, via email jharrington@co.routt.co.us
file