

CONTRACT AMENDMENT #1**SIGNATURE AND COVER PAGE(S)**

State Agency: Colorado Department Of Public Health and Environment 4300 Cherry Creek Drive South Denver, Colorado 80246				Original Contract Number: 2022*3046		
Contractor: City of Longmont 350 Kimbark Street Longmont, Colorado 80501				Amendment Contract Number: 2022*3046 Amendment #1		
Contract Performance Beginning Date: The later of the Effective date or February 17, 2022				Current Contract Expiration Date: July 31, 2023		
CONTRACT MAXIMUM AMOUNT TABLE						
Document Type	Contract Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Total
Original Contract	2022*3046	\$0.00	\$0.00	\$0.00	02/17/2022-07/31/2023	\$0.00
Amendment #1	2022*3046 AMD #1	\$0.00	\$0.00	\$0.00	10/1/2022-07/31/2023	\$0.00
Current Contract Maximum Cumulative Amount						\$0.00

1. **PARTIES**

This Amendment (the “Amendment”) to the Original Contract shown on the Signature and Cover Page for this Amendment (the “Contract”) is entered into by and between the Contractor, and the State.

2. **TERMINOLOGY**

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

3. **AMENDMENT EFFECTIVE DATE AND TERM**

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown under the State Controller Signature. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after of 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 Contract contained herein shall commence on the Amendment Effective Date shown under the State Controller Signature or **October 1, 2022**, whichever is later, and shall terminate on the termination of the Contract or **July 31, 2023**, whichever is earlier.

4. **PURPOSE**

The Parties entered into the agreement to address a public health issue throughout Colorado by analyzing wastewater influent from Colorado wastewater facilities to monitor for SARS-CoV-2 (the virus that causes COVID-19) concentration in wastewater.

The Parties now desire to change the Statement of Work to better complete the project goal.

5. **MODIFICATIONS**

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

- A. The Contract Maximum Amount table is deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.
- B. The Parties now agree to modify Exhibit, A, Statement of Work, of the agreement. Exhibit, A, Statement of Work, is deleted and replaced in its entirety with Exhibit, A, Statement of Work, attached to this Amendment for the following reason: to modify the statement of work to better complete the project goals at no additional cost.

6. **LIMITS OF EFFECT AND ORDER OF PRECEDENCE**

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

SIGNATURE PAGE**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.

<p align="center">CONTRACTOR</p> <p>City of Longmont 350 Kimbark Street Longmont, Colorado 80501</p> <hr/> <p align="center">By: Signature</p> <p>Mayor of Longmont</p> <hr/> <p align="center">Name of Person Signing for Contractor</p> <p>Mayor</p> <hr/> <p align="center">Title of Person Signing for Contractor</p> <p>Date: _____</p>	<p align="center">STATE OF COLORADO</p> <p align="center">Jared S. Polis, Governor</p> <p align="center">Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director</p> <hr/> <p align="center">By: Signature</p> <hr/> <p align="center">Name of Executive Director Delegate</p> <hr/> <p align="center">Title of Executive Director Delegate</p> <p>Date: _____</p>
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In accordance with §24-30-202 C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: Signature

Name of State Controller Delegate

Title of State Controller Delegate

Amendment Effective Date: _____

-- Signature and Cover Pages End --

ATTEST:

CITY CLERK

DATE

APPROVED AS TO FORM:

ASSISTANT CITY ATTORNEY

DATE

PROOFREAD

DATE

APPROVED AS TO FORM AND SUBSTANCE:

ORIGINATING DEPARTMENT

DATE

CA File: 22-001970

STATEMENT OF WORK

These provisions are to be read and interpreted in conjunction with the provisions of the contract specified above.

I. Project Description:

This project serves to address a public health issue throughout Colorado by analyzing wastewater influent from Colorado wastewater facilities to monitor pathogens of concern in wastewater. This intergovernmental agreement covers wastewater monitoring by the City of Longmont Wastewater Treatment Plan. The goal of wastewater monitoring is to provide data that can be used by local public health agencies to understand the presence and/or trends of disease in their communities for public health action. Public health action may include community messaging about the pathogen detected, the importance of handwashing, encouragement to receive vaccines, and other resources providing more information about disease control for a specific pathogen.

II. Definitions:

1. API- Application Programming Interface
2. CDC - Centers for Disease Control and Prevention
3. CDPHE - Colorado Department of Public Health and Environment
4. CSU - Colorado State University
5. Community – All people that are served by the wastewater treatment facility
6. RNA - Ribonucleic acid. CSU tests wastewater samples for SARS-CoV-2 RNA and reports viral loads to CDPHE.
7. SARS-CoV-2 - severe acute respiratory syndrome coronavirus 2. It is a virus that causes respiratory illness in humans known as COVID-19.
8. SOP - Standard Operating Procedures.

III. Work Plan:

Goal #1: To detect, investigate and prevent communicable diseases using expertise, science, and innovation.	
Objective #1: No later than the expiration date of the contract, maintain wastewater collection for the CDPHE Wastewater Surveillance Program to assist public health partners in providing early warning of significant changes in fecal shedding of pathogens of concern in Longmont.	
Primary Activity #1	The Contractor shall collect two samples per week for testing.
Sub-Activities #1	<ol style="list-style-type: none"> 1. The Contractor shall continue to follow sampling methods as outlined in the Standard Operating Procedures (SOP) for Shipment of Wastewater Samples to CSU Molecular Core Laboratory. 2. The Contractor shall sample wastewater influent at least two days per week (Mondays and Thursdays) to ensure data consistency. 3. The Contractor shall ship samples to the designated lab for testing to arrive no later than the day after sample collection.

Standards and Requirements	<ol style="list-style-type: none"> 1. The Contractor shall collect the samples from wastewater influent twice weekly. 2. The Contractor shall ship samples to the designated lab for testing to arrive no later than the day after sample collection. 3. The Contractor shall follow shipping instructions as outlined in the SOP for Shipment of Wastewater Samples to CSU Molecular Core Laboratory. The SOP is incorporated by reference and can be found at the link here :https://covid.erams.com/static/er2_covid/assets/SOP%20for%20Shipment%20of%20Wastewater%20Samples%20to%20CSU%20Molecular%20Quantification%20Core.pdf 4. The Contractor shall furnish a GIS layer of catchment area to CDPHE for interpretation of data on the dashboard. 5. The Contractor shall provide CDPHE with information necessary for the interpretation of results. This may include sample location, collection methods, flow rates or other data as is requested by the CDC. The Contractor will be notified by CDPHE seven (7) days in advance of any new variables requested. 6. All data will be analyzed by CDPHE and provided to the contractor and the LPHA concurrently via the CDPHE internal dashboard. Data will be published to the public dashboard 24 hours after being available on the CDPHE internal dashboard. 7. Data will be provided to CDC's National Wastewater Surveillance System. This is a secure dashboard only accessible by health departments. 8. All abstracts, presentations, and publications that include data from this project must be reviewed by CDPHE staff prior to presentation or publication. 9. All samples collected and tested under this contract are owned by the wastewater facility. Each sample will be stored for 30 days after initial testing, after which the samples will be destroyed. Stored samples shall only be used in the event that the samples need to be re-tested. Any samples collected, transported, or tested with grant funds cannot be used for any other purpose than public health disease surveillance.
Expected Results of Activity(s)	<ol style="list-style-type: none"> 1. Continued support of the CDPHE wastewater surveillance program testing to provide laboratory testing of pathogens of concern in wastewater. 2. CDPHE will receive data to inform public health response actions.
Measurement of Expected Results	<ol style="list-style-type: none"> 1. 100% of the samples will be received by the designated lab during the contract period.
	Completion Date
Deliverables	<ol style="list-style-type: none"> 1. The Contractor shall submit two samples per week for testing.
	Twice weekly through July 31, 2023.

IV. Key Personnel:

Primary Activities #1:

Roberto Luna, Water Quality Laboratory Supervisor, Longmont Wastewater Treatment Plant

V. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the CDPHE Contract Monitor. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports. The Contractor's performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

VI. Resolution of Non-Compliance:

The Contractor will be notified in writing within seven (7) calendar days of discovery of a compliance issue. Within fifteen (15) calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the timeline, the Contractor must email a request to the CDPHE Contract Monitor and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.