City Council
Regular Meeting Agenda

January 20, 2026 at 6:00 PM

Emily Francis, Mayor
Julie Pignataro, District 2, Mayor Pro Tem
Chris Conway, District 1
Josh Fudge, District 3
Melanie Potyondy, District 4
Amy Hoeven, District 5
Anne Nelsen, District 6

City Council Chambers
300 Laporte Avenue, Fort Collins &
via Zoom at
https://zoom.us/j/98241416497

Cablecast on FCTV
Channel 14 on Connexion
Channel 14 and 881 on Comcast

Carrie Daggett
City Attorney

Kelly DiMartino
City Manager

Delynn Coldiron
City Clerk

City Council members may participate in this meeting via electronic means pursuant to their adopted policies and protocol: Rules of Procedure

ATTENDANCE OPTIONS

- Meetings are open to the public and can be attended by anyone in person, through the Zoom platform (https://zoom.us/j/98241416497) or by phone.
- Meetings are televised live on Channels 14 & 881 on cable television and livestreamed on the City's website, fortcollins.gov/Government/Get-Involved/FCTV
- All speakers are required to sign up to speak prior to 5:30 pm using the online sign-up system available at fortcollins.gov/Government/City-Council/Council-Meetings. The sign-up portal is available once the upcoming Council agenda is posted Thursday at 5pm.

Full instructions for online participation are available at fortcollins.gov/Government/City-Council/Council-Meetings.

Participate via phone using this call in number and meeting ID:

Call in number: 720 928 9299

Meeting ID: 982 4141 6497

During public participation opportunities in the meeting, press *9 to indicate a desire to speak.

Submit written comments:

- Email comments about any item on the agenda to cityleaders@fortcollins.gov
- Written comments can be mailed or dropped off at the City Manager's Office at City Hall, at 300 Laporte Ave, Fort Collins, CO 80521.

PROCLAMATIONS & PRESENTATIONS
5:00 PM

None scheduled.

A) DISTRICT 6 OATH OF OFFICE - 5:00 p.m.

Swearing In of the District 6 Councilmember. The community is welcome to attend.

REGULAR MEETING
6:00 PM

B) CALL MEETING TO ORDER

C) PLEDGE OF ALLEGIANCE

D) ROLL CALL

E) CITY MANAGER'S AGENDA REVIEW

- City Manager Review of Agenda

- Consent Calendar Review, including removal of items from Consent Calendar for individual discussion.

F) COMMUNITY REPORTS - None.

G) PUBLIC COMMENT ON ANY TOPICS OR ITEMS OR COMMUNITY EVENTS (Including requests for removal of items from Consent Calendar for individual discussion.)

Individuals may comment regarding any topics of concern, whether or not included on this agenda. Comments regarding land use projects for which a development application has been filed should be submitted in the development review process** and not to Council.

- Those who wish to speak are required to sign up using the online sign-up system available at:

fcgov.com/council-meeting-participation-signup/

- Each speaker will be allowed to speak one time during public comment. If a speaker comments on a particular agenda item during general public comment, that speaker will not also be entitled to speak during discussion on the same agenda item.

- All speakers will be called to speak by the presiding officer from the list of those signed up. After everyone signed up is called on, the presiding officer may ask others wishing to speak to identify themselves by raising their hand (in person or using the Raise Hand option on Zoom), and if in person then will be asked to move to one of the two lines of speakers (or to a seat nearby, for those who are not able to stand while waiting).

- The presiding officer will determine and announce the length of time allowed for each speaker.

• Each speaker will be asked to state their name and general address for the record, and, if their comments relate to a particular agenda item, to identify the agenda item number. Any written comments or materials intended for the Council should be provided to the City Clerk.

• A timer will beep one time and turn yellow to indicate that 30 seconds of speaking time remain and will beep again and turn red when a speaker's time has ended.

[**For questions about the development review process or the status of any particular development, consult the City's Development Review Center page at fcgov.com/developmentreview, or contact the Development Review Center at 970.221.6760.]

H) PUBLIC COMMENT FOLLOW-UP

I) COUNCILMEMBER REMOVAL OF ITEMS FROM CONSENT CALENDAR FOR DISCUSSION

CONSENT CALENDAR

The Consent Calendar is intended to allow Council to spend its time and energy on the important items on a lengthy agenda. Staff recommends approval of the Consent Calendar. Agenda items pulled from the Consent Calendar by either Council or the City Manager will be considered separately under their own Section, titled "Consideration of Items Removed from Consent Calendar for Individual Discussion." Items remaining on the Consent Calendar will be approved by Council with one vote. The Consent Calendar consists of:

- Ordinances on First Reading that are routine;
- Ordinances on Second Reading that are routine;
- Those of no perceived controversy;
- Routine administrative actions.

1. **Consideration and Approval of the Minutes of the January 6, 2026 Regular meeting.**

   The purpose of this item is to approve the minutes of the January 6, 2026, Regular meeting.

2. **Second Reading of Ordinance No. 001, 2026, Staying the Operation of Ordinances Related to the International Building Codes.**

   This Ordinance, unanimously adopted on First Reading on January 6, 2026 stays the operation of Ordinance No. 201, 2025, Ordinance No. 211, 2025 (Building Code), Ordinance No. 212, 2025 (Energy Conservation Code), Ordinance No. 213, 2025 (Residential Code), Ordinance No. 214, 2025 (Existing Building Code), Ordinance No. 215, 2025 (Swimming Pool & Spa Code), Ordinance No. 216, 2025 (Property Maintenance Code), Ordinance No. 217, 2025 (Mechanical Code), Ordinance No. 218, 2025 (Fuel Gas Code), Ordinance No. 219, 2025 (Plumbing Code), and Ordinance No. 221, 2025 (National Electrical Code), until April 1, 2026 to clarify Council's intent that the previously adopted building codes remain in effect until that time.

3. **First Reading of Ordinance No. 002, 2026, Appropriating Prior Years Reserves of Unanticipated Revenue Received Through City Give.**

   The purpose of this item is to request an appropriation of $110,476.42 in philanthropic revenue received through City Give. These miscellaneous gifts to various City departments support a variety of programs and services and are aligned with both the City's strategic priorities and the respective donors' designation.

In 2019, City Give, a formalized enterprise-wide initiative was launched to create a transparent, non-partisan governance structure for the acceptance and appropriations of charitable gifts.

4. **Items Relating to the Fort Collins Police Services Unit.**

A. First Reading of Ordinance No. 003, 2026, Making a Supplemental Appropriation of Eighth Judicial District Victim Assistance and Law Enforcement (VALE) Grant Funds Received in the General Fund, for the Fort Collins Police Services Victim Services Unit.

B. First Reading of Ordinance No. 004, 2026, Making a Supplemental Appropriation of Colorado Division of Criminal Justice Grant Funds Under the Federal Victim of Crime Act (VOCA) Received in the General Fund, for the Fort Collins Police Services Victim Services Unit.

The purpose of these items is to help fund the Victim Services Unit of Fort Collins Police Services for victim advocacy services which are required under the Colorado Victim Rights Amendment for victims of crime and their family members.

The Victim Services Unit has been awarded a $70,000 VALE grant for the period from January 1, 2026, to December 31, 2026. The VALE grant is awarded through the Eighth Judicial District Victim Assistance and Law Enforcement (VALE) Board to help fund services provided by the Victim Services team. This grant will fund 75% of the salary for a full-time contractual 40-hour per week victim advocate, mileage reimbursement for volunteer advocates, and a small training budget.

The Victim Services Unit has also been awarded a 12-month grant in the amount of $22,024 for the period from January 1, 2026, to December 31, 2026, by the Colorado Division of Criminal Justice under the Federal Victim of Crime Act (VOCA). This grant will help fund services provided by the Victim Services Unit. These funds will be used to pay 26% of the salary and benefits for the victim advocate who provides crisis intervention services for sexual assault victims between the school ages of kindergarten through 12th grade.

5. **First Reading of Ordinance No. 005, 2026, Appropriating Prior Year Reserves and Authorizing Transfers of Appropriations for the Oak Street Stormwater Project and Related Art in Public Places.**

The purpose of this item is to request additional appropriation of $1,340,000 in the Stormwater Utility Fund to supplement the existing appropriated budget of approximately $44,400,000 for the Oak Street Stormwater Improvement Project. The additional appropriation requested adds approximately 3% of the total project budget and will fund remaining project support services, pending change order items, and a minor contingency for any unanticipated costs to complete the project.

This item also requests $2,948 from existing 2026 appropriations be transferred to the Cultural Services Fund to support the Art in Public Places program. These funds are to be used for operations and maintenance per Code. An additional $10,452 will remain in the Stormwater Utility Fund for Art in Public Places artwork. This supports a total $13,400 contribution to the Art in Public Places program.

6. **First Reading of Ordinance No. 006, 2026, Adopting Nonsubstantive Relettering of the Landscape and Tree Protection Section of the Land Use Code.**

The purpose of this item is to reorganize the subsections of the Landscape and Tree Protection section (5.10.1) of the Land Use Code (LUC) to further clarify and create better flow of the Code

section. This item is the final step in improving the Landscape and Tree Protection section of the LUC following the recently adopted tree policies in October and December 2025.

7. **First Reading of Ordinance No. 007, 2026, Amending Section 26-721 of the Code of the City of Fort Collins to Adjust Timelines to Correct Billing Errors.**

The purpose of this item is to provide a more equitable and efficient process for correcting utility billing errors. The adjusted timelines, which align with those of the Colorado Public Utilities Commission (the "PUC") improve administrative efficiency and reduce customer impact.

8. **Items Relating to the Irish Elementary School Safe Routes to School Project.**

A. Resolution 2026-009 Authorizing the Execution of an Intergovernmental Agreement Between the City of Fort Collins and the Colorado Department of Transportation for the Irish Elementary School Roadway Improvements.

B. Resolution 2026-010 Authorizing the Execution of an Intergovernmental Agreement Between the City of Fort Collins and the Poudre School District for the Irish Elementary School Safe Routes to School Project.

C. Resolution 2026-011 Authorizing the Execution of an Intergovernmental Agreement Between the City of Fort Collins and Larimer County for the Irish Elementary School Safe Routes to School Project.

D. First Reading of Ordinance No. 008, 2026, Making Supplemental Appropriations of Grants and Authorizing Transfers of Appropriations for the Irish Elementary School Safe Routes to School Project and Related Art in Public Places.

The purpose of this item is to enable the City to receive and expend federal, Colorado Department of Transportation (CDOT), and local funds for the Irish Elementary School Safe Routes to School (SRTS) project (Project). The funds will be used to design and construct improvements along West Vine Drive and along Irish Drive to benefit Irish Elementary School students. These improvements will create safer conditions for pedestrians, cyclists, and motorists traveling near the school. If approved, the item will: 1) authorize the City Manager to execute an Intergovernmental Agreement (IGA) for the Project with CDOT; 2) authorize the City Manager to execute an IGA for the Project with the Poudre School District; 3) authorize the City Manager to execute an IGA for the Project with Larimer County; 4) appropriate $835,000 of CDOT Safe Routes to School (SRTS) grant funds for the Project; 5) appropriate $28,333 of Highway Safety Improvement Program (HSIP) grant funds for the Project; 6) appropriate $75,000 of Poudre School District grant funds to the Project; 7) appropriate $25,000 of Larimer County grant funds to the Project; 8) transfer matching funds from the Community Capital Improvement Program – Pedestrian Sidewalk (CCIP-PS); 9) transfer matching funds from the Community Capital Improvement Program – Bicycle Infrastructure Improvements (CCIP-BII); and 10) transfer $1,000 (1% of the Poudre School District and Larimer County contributions) in capital project funds to the Art in Public Places (APP) program.

9. **Resolution 2026-012 Authorizing the Initiation of Exclusion Proceedings of Annexed Properties Within the Territory of the Poudre Valley Fire Protection District and Authorizing an Intergovernmental Agreement with Said District.**

The purpose of this item is to authorize the City Attorney to file a petition in Larimer County District Court to exclude the property annexed into the City in 2025 from the Poudre Valley Fire Protection District (the "District") in accordance with state law. The property affected by this Resolution is the Heritage Annexation and the Moor Annexation. Colorado Revised Statutes Section 32-1-502 requires an order of exclusion from the District Court to remove the annexed property from special district territories. The property has been receiving fire protection services from the Poudre Fire

Authority and will continue to do so. The City Attorney's Office files the petition in Larimer County District Court each year seeking exclusion for all properties annexed in the previous year that should be removed from the District to avoid double taxation.

10. **Items Relating to FLEX Route Regional Transit Services Intergovernmental Agreements.**

A. Resolution 2026-013 Authorizing the Execution of an Intergovernmental Agreement between the City of Fort Collins, Colorado and the Town of Berthoud for FLEX Route Regional Transit Services.

B. Resolution 2026-014 Authorizing the Execution of an Intergovernmental Agreement between the City of Fort Collins, Colorado and the County of Boulder for FLEX Route Regional Transit Services.

C. Resolution 2026-015 Authorizing the Execution of an Intergovernmental Agreement between the City of Fort Collins, Colorado and the City of Boulder for FLEX Route Regional Transit Services.

D. Resolution 2026-016 Authorizing the Execution of an Intergovernmental Agreement between the City of Fort Collins, Colorado and the City of Longmont for FLEX Route Regional Transit Services.

The purpose of this item is to authorize the City Manager to sign separate Intergovernmental Agreements ("IGAs") with the Town of Berthoud, the County of Boulder, the City of Boulder, and the City of Longmont (collectively with the City of Fort Collins, the "FLEX Partners") by which the FLEX Partners will contribute funds toward the operating cost of the FLEX Route Regional Transit Service bus route in 2026 to further the goals of regional connectivity through transit.

END OF CONSENT CALENDAR

J) ADOPTION OF CONSENT CALENDAR

K) CONSENT CALENDAR FOLLOW-UP (This is an opportunity for Councilmembers to comment on items adopted or approved on the Consent Calendar.)

L) STAFF REPORTS - None.

M) COUNCILMEMBER REPORTS

N) CONSIDERATION OF ITEMS REMOVED FROM THE CONSENT CALENDAR FOR INDIVIDUAL DISCUSSION

O) CONSIDERATION OF ITEMS PLANNED FOR DISCUSSION

The method of debate for discussion items is as follows:

- Mayor introduced the item number and subject; asks if formal presentation will be made by staff
- Staff presentation (optional)
- Mayor requests public comment on the item (three minute limit for each person)
- Council questions of staff on the item
- Council motion on the item
- Council discussion
- Final Council comments
- Council vote on the item

Note: Time limits for individual agenda items may be revised, at the discretion of the Mayor, to ensure all have an opportunity to speak**.** The timer will buzz when there are 30 seconds left and the light will turn yellow. It will buzz again at the end of the speaker's time.

11. **First Reading of Ordinance No. 009, 2026, Making Supplemental Appropriations of Revenue from the Quarter Cent Capital Tax and Authorizing Transfers of Appropriations.**

    The purpose of this item is to appropriate the first year of 2026-2035 quarter cent capital sales tax revenues for the ongoing program items and additional planning dollars. This appropriation will allow for the continuation of ongoing transportation capital programs and includes initial funding for the Affordable Housing Capital Fund and Community Bike Park.

P) RESUMED PUBLIC COMMENT (if applicable)

Q) OTHER BUSINESS

OB 1. **Possible consideration of the initiation of new ordinances and/or resolutions by Councilmembers.**

(Three or more individual Councilmembers may direct the City Manager and City Attorney to initiate and move forward with development and preparation of resolutions and ordinances not originating from the Council's Policy Agenda or initiated by staff.)

R) ADJOURNMENT

Every regular Council meeting will end no later than midnight, except that: (1) any item of business commenced before midnight may be concluded before the meeting is adjourned and (2) the Council may, at any time prior to adjournment, by majority vote, extend a meeting beyond midnight for the purpose of considering additional items of business. Any matter that has been commenced and is still pending at the conclusion of the Council meeting, and all matters for consideration at the meeting that have not yet been considered by the Council, will be deemed continued to the next regular Council meeting, unless Council determines otherwise.

Upon request, the City of Fort Collins will provide language access services for individuals who have limited English proficiency, or auxiliary aids and services for individuals with disabilities, to access City services, programs and activities. Contact 970.221.6515 (V/TDD: Dial 711 for Relay Colorado) for assistance. Please provide advance notice. Requests for interpretation at a meeting should be made by noon the day before.

A solicitud, la Ciudad de Fort Collins proporcionará servicios de acceso a idiomas para personas que no dominan el idioma inglés, o ayudas y servicios auxiliares para personas con discapacidad, para que puedan acceder a los servicios, programas y actividades de la Ciudad. Para asistencia, llame al 970.221.6515 (V/TDD: Marque 711 para Relay Colorado). Por favor proporcione aviso previo cuando sea posible. Las solicitudes de interpretación en una reunión deben realizarse antes del mediodía del día anterior.

File Attachments for Item:

1. Consideration and Approval of the Minutes of the January 6, 2026 Regular meeting.

The purpose of this item is to approve the minutes of the January 6, 2026, Regular meeting.

January 20, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Delynn Coldiron, City Clerk

SUBJECT

Consideration and Approval of the Minutes of the January 6, 2026 Regular meeting.

EXECUTIVE SUMMARY

The purpose of this item is to approve the minutes of the January 6, 2026, Regular meeting.

STAFF RECOMMENDATION

Staff recommends approval of the minutes.

ATTACHMENTS

1. Draft Minutes, January 6, 2026

January 6, 2026

COUNCIL OF THE CITY OF FORT COLLINS, COLORADO

Council-Manager Form of Government

Regular Meeting – 6:00 PM

PROCLAMATIONS AND PRESENTATIONS
5:00 PM

A) PROCLAMATIONS AND PRESENTATIONS – None.

REGULAR MEETING
6:00 PM

B) CALL MEETING TO ORDER

Mayor Jeni Arndt called the regular meeting to order at 6:00 p.m. in the City Council Chambers at 300 Laporte Avenue, Fort Collins, Colorado, with hybrid participation available via the City's Zoom platform.

C) PLEDGE OF ALLEGIANCE

Mayor Jeni Arndt led the Pledge of Allegiance to the American Flag.

D) ROLL CALL

PRESENT

Mayor Jeni Arndt
Mayor Pro Tem Emily Francis
Councilmember Julie Pignataro
Councilmember Tricia Canonico
Councilmember Melanie Potyondy
Councilmember Kelly Ohlson
Councilmember Susan Gutowsky

STAFF PRESENT
City Manager Kelly DiMartino
City Attorney Carrie Daggett
City Clerk Delynn Coldiron

E) CITY MANAGER'S AGENDA REVIEW

City Manager Kelly DiMartino provided an overview of the agenda, including:

- No changes to the published agenda.
- Items 1-7 on the Consent Calendar are recommended for adoption.
- Staff Report on new FortCollins.gov website.
- One discussion item.

F) COMMUNITY REPORTS – None.

G) PUBLIC COMMENT ON ANY TOPICS OR ITEMS OR COMMUNITY EVENTS *(Including requests for removal of items from Consent Calendar for individual discussion.)*

Kathryn Dubiel stated leadership is about impact and public service is about taking action on behalf of others, and those two items are connected. She provided examples of what good leadership and service look like and stated courage, integrity, and empathy are required to be a good public servant. She thanked Council for its service to the community.

Missy Abrams read an ode to Susan Gutowsky she wrote and thanked her for her service to the community.

Rachael Ardanuy asked for consideration of code changes related to marijuana licensing noting other local municipalities have increased revenue opportunities by expanding what is allowed by their marijuana licensing options. She discussed a guide she emailed from Denver which shows recent process updates related to liquor and marijuana licensing and asked Council to take a look at these.

Ezriah Schteir spoke about Flock cameras and stated he submitted a CORA request to Police Services regarding the number of searches conducted last year and how many led to the target of the search being found. He stated Police Services responded there were 22,656 searches but were unable to answer how many were successful. He stated the City is spending $50,000 per year on the camera contract and suggested there may be other more beneficial uses for the funds. He also questioned whether the cameras meet the transparency expectations of residents.

Barbara Krupnik-Goldman thanked the departing Councilmembers for the time they have made to meet with her and listen to her concerns related to climate and air quality. She thanked Councilmember Ohlson for his work related to this and noted he is one that considered climate an urgent issue that requires action.

Patricia Babbitt thanked Councilmember Gutowsky for listening and for sharing resident concerns with the Council. She commented on Councilmember Gutowsky's recent suggestion that Council cut travel expenses and stated it was met with clear disapproval from other Councilmembers who instead have focused on budget cuts that will impact taxpayers. She stated she hopes the new Councilmembers will exhibit the same courage, critical thinking skill, and leadership of Councilmember Gutowsky.

Nell Davis shared support for paid on-street parking in Old Town. She noted the issues created by people going around blocks searching for spots in terms of increased emissions and stated the change would encourage people to park in garages.

Ann Hutchison shared her appreciation for outgoing Councilmembers and thanked them for loving Fort Collins and making this a better place. She provided examples where each excelled and noted the City is fortunate to have had them in leadership.

H) PUBLIC COMMENT FOLLOW-UP

Councilmember Pignataro asked about an upcoming staff report on the Flock cameras. City Manager DiMartino replied an item is being prepared for a February 27th work session.

I) COUNCILMEMBER REMOVAL OF ITEMS FROM CONSENT CALENDAR FOR DISCUSSION

None.

J) CONSENT CALENDAR

1. **Consideration and Approval of the Minutes of the December 16, 2025, Regular meeting.**

   The purpose of this item is to approve the minutes of the December 16, 2025, Regular meeting.

   Approved.

2. **Second Reading of Ordinance No. 208, 2025, Amending Section 2-606 of the Code of the City of Fort Collins and Setting the Salary of the Chief Judge.**

   This Ordinance, unanimously adopted on First Reading on December 16, 2025, establishes the 2026 compensation of the Chief Judge. Council met in executive session on November 25, 2025, to conduct the performance review of Chief Judge Jill Hueser and to review the salary market analysis for this position.

   Adopted on Second Reading.

3. **Second Reading of Ordinance No. 209, 2025, Amending Section 2-596 of the Code of the City of Fort Collins and Setting the Salary of the City Manager.**

   This Ordinance, unanimously adopted on First Reading on December 16, 2025, amends City Code to establish the 2026 salary of the City Manager. Council met in executive session on November 25, 2025, to conduct the performance review of City Manager Kelly DiMartino and to review the salary market analysis for this position.

   Adopted on Second Reading.

4. **Second Reading of Ordinance No. 210, 2025, Amending Section 2-581 of the Code of the City of Fort Collins and Setting the Salary of the City Attorney.**

   This Ordinance, unanimously adopted on First Reading on December 16, 2025, amends City Code to establish the 2026 compensation of the City Attorney. Council met in executive session on November 25, 2025, to conduct the performance review of City Attorney Carrie Daggett and to review the salary market analysis for this position.

   Adopted on Second Reading.

5. **First Reading of Ordinance No. 001, 2026, Staying the Operation of Ordinances Related to the International Building Codes.**

   The purpose of this item is to stay the operation of Ordinance No. 201, 2025, Ordinance No. 211, 2025 (Building Code), Ordinance No. 212, 2025 (Energy Conservation Code), Ordinance No. 213, 2025 (Residential Code), Ordinance No. 214, 2025 (Existing Building Code), Ordinance No. 215, 2025 (Swimming Pool & Spa Code), Ordinance No. 216, 2025 (Property Maintenance Code), Ordinance No. 217, 2025 (Mechanical Code), Ordinance No. 218, 2025 (Fuel Gas Code), Ordinance No. 219, 2025 (Plumbing Code), and Ordinance No. 221, 2025 (National Electrical Code), until April 1, 2026 to clarify Council's intent that the previously adopted building codes remain in effect until that time.

   Adopted on First Reading.

6. **Resolution 2026-001 Authorizing the City Manager to Execute Two Agreements Regarding Use of the City's Shares in the Water Supply and Storage Company.**

The purpose of this item is to approve two agreements regarding the use of the City's shares in the Water Supply and Storage Company ("WSSC"). The City's WSSC shares are needed to provide water service to the City's Water Utility customers.

The "Agreement Between the Water Supply and Storage Company and the Municipal Entity Stockholders" describes the framework for planning, design, construction, operation, maintenance, and funding of modifications to the WSSC system needed to ensure reliable water delivery to all shareholders ("WSSC System Modifications").

The "Cost Allocation Agreement for WSSC System Modifications" describes how the water provider shareholders, including the City, will share the costs related to the WSSC System Modifications. The City's share of such costs is approximately 6%. Both of these agreements are necessary for the City Water Utility to be able to fully utilize its WSSC shares for the benefit of the rate payers of the City Water Utility and the residents of Fort Collins.

Adopted.

7. **Resolution 2026-002 Directing Evaluation and Proposed Arrangements for Reorganizing the Administration of Municipal Court.**

The purpose of this item is to consider a resolution to direct staff to evaluate and propose arrangements for reorganizing the administration of Municipal Court. The primary objective is to enhance operational efficiency and improve customer service by moving business operations under the City Manager's Office.

Adopted.

END OF CONSENT CALENDAR

Mayor Pro Tem Emily Francis moved, seconded by Councilmember Canonico, to approve the recommended actions on items 1-7 on the Consent Calendar.

The motion carried 7-0.

K) CONSENT CALENDAR FOLLOW-UP *(This is an opportunity for Councilmembers to comment on items adopted or approved on the Consent Calendar.)*

None.

L) STAFF REPORTS – Demonstration of New Website, FortCollins.Gov.

Amanda King, Chief Communications and Engagement Officer, provided information on the previous City website noting it was very complex and included over 6,000 PDF documents which have accessibility issues. She noted the new website's .gov extension adds legitimacy and consistency and stated the new website has a much simpler user interface. Additionally, she noted the new website complies with the State's new digital accessibility law.

King provided an overview of the new website and showed some of its features. She noted it is also mobile friendly.

Councilmember Potyondy thanked staff for their work and stated it is a great product.

Councilmember Canonico thanked staff for their work, particularly the efforts to comply with the digital equity bill.

Councilmember Gutowsky noted this work was a monumental task and stated the new site is beautiful. She advised people that there will likely be glitches and asked people to have patience as things are worked out.

Mayor Arndt also provided her thanks and stated the new site will serve people well.

M) COUNCILMEMBER REPORTS

Councilmember Susan Gutowsky

- Annual Report for the Museo de las Tres Colonias – now an officially curated museum which does a great job of interpreting the area's Hispanic history. Museo also participates in the Historic Homes Tour, Neighborhood Night Out, a spring planting event, and a Dia de los Muertos event.

N) CONSIDERATION OF ITEMS REMOVED FROM THE CONSENT CALENDAR FOR INDIVIDUAL DISCUSSION

O) CONSIDERATION OF ITEMS PLANNED FOR DISCUSSION

8. **Items Related to Expressing Gratitude and Appreciation to Outgoing Mayor and Councilmembers for Their Contributions to the Community as City Mayor and Councilmembers.**

   A. Resolution 2026-003 Expressing Gratitude and Appreciation to Jeni Arndt for Her Service and Contributions to the Community as Mayor.

   B. Resolution 2026-004 Expressing Gratitude and Appreciation to Susan Gutowsky for Her Service and Contributions to the Community as City Councilmember.

   C. Resolution 2026-005 Expressing Gratitude and Appreciation to Tricia Canonico for Her Service and Contributions to the Community as City Councilmember.

   D. Resolution 2026-006 Expressing Gratitude and Appreciation to Kelly Ohlson for His Service and Contributions to the Community as City Councilmember.

   The purpose of this item is to express gratitude and appreciation to the outgoing Mayor and Councilmembers for their contributions to the community as Mayor and Councilmembers.

   STAFF PRESENTATION

   City Manager DiMartino stated this item provides a focused opportunity to share appreciation for those whose Council terms are concluding. She commented on the collective service of the four Councilmembers and highlighted the following: Mayor Arndt's civility and tone she has set in terms of good governance, Councilmember Gutowsky's heart for service, Councilmember Canonico's connection with legislative and regional policy work, and Councilmember Ohlson's commitment and dedication to the entirety of the City organization, principled decision-making, and dedication to the City's Open Space program. City Manager DiMartino thanked the outgoing Councilmembers for their service.

   PUBLIC COMMENT

   Ross Cunniff shared appreciation for the outgoing Councilmembers. He noted their service and dedication to the City were recognized and appreciated and specifically commended Councilmember Gutowsky, with whom he served for two years. He stated she is a tremendous advocate for neighborhoods, for regular people, for the environment and for good public process. He also commended Councilmember Ohlson and the incredible impact he has had on the

community. He stated he has been a constant friend and mentor to himself and many others, and has worked continuously on good governance, transparency, and environmental advocacy. He stated he has been a fantastic friend and ally for all good things in Fort Collins.

Linda Stanley stated she wanted to publicly express her thanks to Councilmember Ohlson for his service to the community and stated his work has made our part of the world a better place. She noted his tireless work on environmental and other policy issues and stated he has done his work in an honest and ethical way and has spoken his truth. She also shared some personal items and thanked him for everything. She stated she is very proud of the person he is and the service he provided and is looking forward to their retirement.

Gina Janett thanked Councilmember Ohlson for his years of service and for reading the massive amounts of policy and budget information that Council receives weekly. She thanked him for always responding to constituent requests for personal meetings and for listening to those with differing opinions. She thanked him for crafting policy language that lessened harm and stated he is well respected by all and will be missed. She also thanked Councilmember Gutowsky for meeting with people in the community and being supportive of things that matter to her, including historic preservation and the environment.

Eric Hamrick thanked the outgoing Councilmembers. He noted this is a tough job and he appreciated their service. He thanked Councilmember Gutowsky for her dedication to service and engagement. He thanked Councilmember Ohlson for over 40 years of public service and mentioned his tireless support for environmental issues, Natural Areas, parks and trails. He commented on his work to increase livability for neighborhoods and to maintain open space. He thanked him for speaking truth to power and wished him good luck in the future.

Scott Mason thanked the outgoing Councilmembers and noted their time and leadership over the years has made our City what it is today. He stated Councilmember Ohlson has been a great example of a selfless public leader who has fought tirelessly for transparent government, neighborhoods, and the environment. He wished him all the best in his retirement.

Travis Storin thanked the outgoing Councilmembers and commented on the virtues they possess, including that they are fundamentally decent people who sought offices for all the right reasons, they have done the work, and they treat the staff with kindness and respect while also holding them accountable. He highlighted Councilmember Ohlson for his years of service and the thoughtfulness and respect he experienced. He thanked all Councilmembers for their service.

Paul Patterson thanked the four outgoing Councilmembers for their service to the community and specifically commended Councilmember Gutowsky for meeting with constituents and listening to their concerns. He noted this is a much-needed skill.

David Roy acknowledged Councilmember Ohlson and thanked him for the number of years he has dedicated to the City and to the principles of democracy. He stated that he has always walked the talk and his integrity and honesty have never been questioned. He noted that Councilmember Ohlson believes that good government is open, accessible, and transparent, and that citizens deserve Councilmembers' best efforts. He commented on Councilmember Ohlson's efforts to preserve and fund Natural Areas and stated he is a leader that operates with courage and tenacity. He stated Councilmember Ohlson always speaks for the voiceless, the environment, and the disenfranchised and his work over the years has made the government and our City better. He thanked him for everything he has done for Fort Collins and the impact it will have for generations to come.

Katy Mason thanked all outgoing Councilmembers. She focused on the legacy of Councilmember Ohlson and his 40 years of service. She stated his passion and tenacity for improving Fort Collins

is unmatched and his vision and leadership related to Natural Areas is a legacy for the ages. She thanked him for his tireless pursuit of a better community and world.

Adrian Kley noted he has know Councilmember Ohlson most of his life. He stated he was six when Councilmember Ohlson first ran for Council. He stated he learned so much from him about government and history and stated the work ethic he observed will be an inspiration to him forever. He expressed gratitude to Councilmember Ohlson for being the best role model he could ask for.

Emily Gallichotte expressed her gratitude for the outgoing Councilmembers and noted the challenges that have been encountered over the past five years. She stated that she has interacted with all of the Councilmembers and is grateful for their service and the work they have done.

Joe Rowan expressed his gratitude to the outgoing Councilmembers. He thanked the Mayor for the opportunity to get to know her in a personal and professional manner. He thanked Councilmember Gutowsky and hoped she would find the serenity she deserved. He thanked Councilmember Ohlson for his work and service and commented on the vision he has had over the years and the lasting improvements that have resulted for the community.

Ezriah Schteir thanked Councilmember Canonico for her service to the community and for her willingness to engage with constituents. He admired the positive campaign she ran and how gracious she was when the outcome wasn't what was hoped for.

Philip Siefken thanked Councilmember Ohlson for his service to the community. He noted he has benefitted for a lifetime from his influence and has been impressed that he always answers the phone and cares about all community members. He noted his advocacy for neighborhoods and the impact this has had on his life.

Kathryn Dubiel thanked Councilmember Gutowsky for her service and commented on her unfailing and respectful behavior. She stated she showed that being a leader meant being respectful of all and acknowledging all points of view. She stated Councilmember Gutowsky held firm on principles to protect environment, home rule, transparency and support for business and that she could disagree without being disagreeable. She noted Councilmember Gutowsky was consistently out in the community, attending festivities and public meetings, and collaborating with community members. She stated she reported on these activities with genuine care to celebrate our vibrant community and always listened to public comments.

Amy Hoeven thanked the outgoing Councilmembers for achieving the mission of the City and stated she is more involved due to their example. She thanked Councilmember Ohlson for the years of service he has given to the community and to her and her family. She stated she has huge shoes to fill as Councilmember-elect and stated she looks forward to serving.

Cordelia Stone thanked all outgoing Councilmembers. She stated it has been her honor and privilege to work with Councilmember Ohlson since 1999 and to have been the beneficiary of the work he has done. She commented on an open space meeting she attended in 1999 and stated she was blown away by the knowledge and dedication the group was showing and stated she is honored to have been part of that work. She thanked Councilmember Ohlson for his work to protect open space for generations to come.

COUNCIL COMMENTS

Mayor Pro Tem Francis moved, seconded by Councilmember Pignataro, to adopt Resolution 2026-003 Expressing Gratitude and Appreciation to Jeni Arndt for Her Service and Contributions to the Community as Mayor.

Councilmember Potyondy noted she wrote notes to all outgoing Councilmembers. She noted her first introduction to government was when Mayor Arndt invited her in to help her write a bill. She stated that work put a fire under her regarding the importance of government and credited Mayor Arndt for her being in this position. She thanked her for inviting her into her journey.

Mayor Arndt thanked Fort Collins voters and provided information on those who had been elected as Mayor without serving as a Councilmember. She also thanked the Councilmembers for their trust and stated this group consists of some of the most hardworking and committed people she has ever met. She stated she was impressed every day and was not sure she would ever have this type of work environment again. She commented on things the Council has accomplished along with voters, including election changes, revised ethics rules and gifts policy, revised Council rules, URA movement, the CCIP referral, the Natural Areas tax extension in perpetuity, the 2050 climate, transportation, and recreation tax, Council pay, and Charter updates. She stated the City has good public process and stated she was honored to have worked with this group.

Councilmember Ohlson stated Mayor Arndt was one of twelve mayors that he served with and stated she is a force to be reckoned with. He stated she took the role of Mayor very seriously, had a quick, sharp wit that he appreciated, had good judgment, and agreed with him on style and substance on governance. He stated they have a good relationship today even though they had many policy differences.

The motion passed 7-0.

Mayor Pro Tem Francis moved, seconded by Councilmember Pignataro, to adopt Resolution 2026-004 Expressing Gratitude and Appreciation to Susan Gutowsky for Her Service and Contributions to the Community as City Councilmember.

Councilmember Potyondy stated it was incredible knowing Councilmember Gutowsky moved from being a teacher, to a school board member, to a Councilmember. She stated she loves her joy and the dedication of her adult life to this community. She stated it was heartwarming to see how much she is loved as she moves into this new life.

Councilmember Ohlson stated that no one can question Councilmember Gutowsky's commitment to community and neighborhoods. He stated that no Councilmember had attended more events than she did, and the community really appreciated that. He stated she, too, possesses a quick wit and does great voice imitations of people. He stated she is often the only one in the room who gets his references to movies, television, or music, and he wished her well.

Mayor Arndt stated she appreciated her one-on-one meetings with Councilmember Gutowsky and hoped these would continue. She commended her support for arts and culture and noted this played to her strengths. She stated the community appreciated her support in those areas as well.

Councilmember Gutowsky thanked everyone for the Resolution and recognition. She offered a tribute to her late husband and thanked the City and community for their support. She stated it has been a privilege to serve the community for the past 14 years and stated she loves and is in love with our beautiful city.

The motion passed 7-0.

Mayor Pro Tem moved, seconded by Councilmember Pignataro, to adopt Resolution 2026-005 Expressing Gratitude and Appreciation to Tricia Canonico for Her Service and Contributions to the Community as City Councilmember.

Councilmember Potyondy noted that Councilmember Canonico is a kind person, and she found her to be the most well-researched member on Council. She stated Councilmember Canonico dove deep and cared about issues and stated it was a pleasure to work with her.

Councilmember Ohlson noted that it took them a bit to find their way; however, once they did, he found it very productive and enjoyable. He commended the fact that Councilmember Canonico wanted to translate things into action and stated she shows up and does the hard work. He stated she was the only Councilmember that would fact check him in real time.

Mayor Arndt noted she would get information from Councilmember Canonico by text informing her of things and stated she is dedicated to service, is kind, and cares. She noted the juggling of life responsibilities and stated Councilmember Canonico did that well.

Councilmember Gutowsky echoed what has been said, particularly Councilmember Canonico's kindness and compassion. She commended Councilmember Canonico's work to enhance her knowledge as well as that of others and stated she is looking forward to what she will be doing next.

Councilmember Canonico thanked District 3 and all of Fort Collins for trusting her, engaging with her, asking hard questions, and offering encouragement. She stated serving the community has been one of the greatest honors and joys of her life and thanked Council for the friendship, debates, collaboration, laughter, and shared commitment to keeping Fort Collins innovative, future-focused, and ahead of the curve. She stated she is proud of Council's accomplishments, including advancing the goals of Our Climate Future through the 2050 tax, adopting a single trash hauler contract, launching a composting pilot program, expanding the trail network, moving forward on fleet electrification, working toward housing abundance and affordability, adopting updates to the Land Use Code, modernizing democracy, and making government more fun.

Councilmember Canonico stated she will always recognize the shared value of community leaving a legacy for future generations. She also expressed pride in the progress made in the southeast part of the city. She thanked City staff and commented on their extraordinary knowledge and work. She thanked her family for their love, patience, and unwavering support. She stated Fort Collins is a special place because people care so deeply about it.

The motion passed 7-0.

Mayor Pro Tem Francis moved, seconded by Councilmember Pignataro, to adopt Resolution 2026-006 Expressing Gratitude and Appreciation to Kelly Ohlson for His Service and Contributions to the Community as City Councilmember.

Councilmember Potyondy stated it has been lovely getting to know Councilmember Ohlson and what a kind human he is. She expressed gratitude for being able to work with him.

Mayor Arndt noted she has known Councilmember Ohlson since she was 22 and would wait on him at Cuisine Cuisine. She commented on applying for the Parks and Recreation Board and not being selected by Councilmember Ohlson. She stated serving with him on Council has been a joy and stated their disagreements were honest and thoughtful though they have always agreed on good and open governance. She stated it has been an honor to serve with him and that every accolade mentioned tonight was well deserved.

Councilmember Gutowsky stated she has thoroughly enjoyed working with Councilmember Ohlson and agreed that they share a similar sense of humor.

Councilmember Canonico agreed they had a bit of a rough start, but commended their work together. She thanked him for his service.

Councilmember Ohlson stated public service in Fort Collins is a big part of his life story and stated he is most comfortable in Council Chambers. He thanked the people of Fort Collins, stating it was a pleasure to serve them. He also thanked all City employees, past and present, for their dedication, integrity, and support, and noted they translate Council's words into action. He stated their work makes the City function. He stated his service on Council has always been interesting, sometimes frustrating, and occasionally fun, and stated each Councilmember has brought a different focus, dedication, to commitment to improving the community and environment. He thanked his wife, stating she has been his number one supporter, critic, tech support, and campaign manager. He expressed his gratitude to everyone he has worked with.

The motion passed 7-0.

Q) OTHER BUSINESS

OB 1. **Possible consideration of the initiation of new ordinances and/or resolutions by Councilmembers.**

(Three or more individual Councilmembers may direct the City Manager and City Attorney to initiate and move forward with development and preparation of resolutions and ordinances not originating from the Council's Policy Agenda or initiated by staff.)

R) ADJOURNMENT

There being no further business before the Council, the meeting was adjourned at 7:48 p.m.

_____
Mayor

ATTEST:

_____
City Clerk

DRAFT

File Attachments for Item:

2. Second Reading of Ordinance No. 001, 2026, Staying the Operation of Ordinances Related to the International Building Codes.

This Ordinance, unanimously adopted on First Reading on January 6, 2026 stays the operation of Ordinance No. 201, 2025, Ordinance No. 211, 2025 (Building Code), Ordinance No. 212, 2025 (Energy Conservation Code), Ordinance No. 213, 2025 (Residential Code), Ordinance No. 214, 2025 (Existing Building Code), Ordinance No. 215, 2025 (Swimming Pool & Spa Code), Ordinance No. 216, 2025 (Property Maintenance Code), Ordinance No. 217, 2025 (Mechanical Code), Ordinance No. 218, 2025 (Fuel Gas Code), Ordinance No. 219, 2025 (Plumbing Code), and Ordinance No. 221, 2025 (National Electrical Code), until April 1, 2026 to clarify Council's intent that the previously adopted building codes remain in effect until that time.

January 20, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Carrie Daggett, City Attorney
Stefanie Boster, Deputy City Attorney
Marcus Coldiron, Chief Building Official

SUBJECT

Second Reading of Ordinance No. 001, 2026, Staying the Operation of Ordinances Related to the International Building Codes.

EXECUTIVE SUMMARY

This Ordinance, unanimously adopted on First Reading on January 6, 2026 stays the operation of Ordinance No. 201, 2025, Ordinance No. 211, 2025 (Building Code), Ordinance No. 212, 2025 (Energy Conservation Code), Ordinance No. 213, 2025 (Residential Code), Ordinance No. 214, 2025 (Existing Building Code), Ordinance No. 215, 2025 (Swimming Pool & Spa Code), Ordinance No. 216, 2025 (Property Maintenance Code), Ordinance No. 217, 2025 (Mechanical Code), Ordinance No. 218, 2025 (Fuel Gas Code), Ordinance No. 219, 2025 (Plumbing Code), and Ordinance No. 221, 2025 (National Electrical Code), until April 1, 2026 to clarify Council's intent that the previously adopted building codes remain in effect until that time.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on Second Reading.

FIRST READING BACKGROUND / DISCUSSION

On December 16, 2025, Council approved on second reading the following ordinances:

- Ordinance No. 211, 2025 (Building Code);
- Ordinance No. 212, 2025 (Energy Conservation Code);
- Ordinance No. 213, 2025 (Residential Code);
- Ordinance No. 214, 2025 (Existing Building Code);
- Ordinance No. 215, 2025 (Swimming Pool & Spa Code);
- Ordinance No. 216, 2025 (Property Maintenance Code);
- Ordinance No. 217, 2025 (Mechanical Code);
- Ordinance No. 218, 2025 (Fuel Gas Code);
- Ordinance No. 219, 2025 (Plumbing Code); and

- Ordinance No. 221, 2025 (National Electrical Code).

These ordinances repeal the previously adopted suite of interconnected construction codes ("2021 Building Codes") and adopt the most recent editions of each code with local amendments ("2024 Building Codes"). Also on December 16, 2025, Council approved on second reading Ordinance No. 201, 2025, which updates the previously adopted local amendments to the 2024 International Fire Code to ensure consistency with the 2024 Building Codes.

At the same time each of the above-referenced ordinances was adopted, Council approved an additional amendment to delay enforcement of the new code provisions until April 1, 2026, so the building community would have enough time to learn about and adjust to the new requirements.

However, the amended ordinances were ambiguous regarding which building codes would govern in the interim until April 1, 2026. To avoid any confusion, the proposed Ordinance clarifies that the amendments were meant to pause the application of the above-referenced ordinances until April 1, 2026, and that the 2021 Building Codes and the previously adopted 2024 International Fire Code shall remain in full force and effect until then.

By putting the above-referenced ordinances on hold until April 1, 2026, Council can achieve its intended goal of keeping the 2021 Building Codes in place until that date, when enforcement of the newly adopted 2024 Building Codes will begin. In the meantime, any actions taken by the Chief Building Official and Building Services will continue as appropriate.

Further, adoption of this Ordinance will ensure continuity, provide certainty to the building community, and allow adequate time for stakeholders to become familiar with the new building code requirements. It also confirms that actions taken by the Chief Building Official and Building Services during the interim period are appropriate and consistent with Council's intent.

Ordinance No. 220, 2025, amended Chapter 5 of the Code of the City of Fort Collins to adopt the 2025 Colorado Wildfire Resiliency Code and its appendices, with amendments. Because this Code was newly adopted, no clarification is needed.

CITY FINANCIAL IMPACTS

None.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS

First Reading attachments available in January 6, 2026, agenda materials at the following link: https://fortcollins-co.municodemeetings.com/.

1. Ordinance No. 001, 2026

ORDINANCE NO. 001, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
STAYING THE OPERATION OF ORDINANCES RELATED TO
THE INTERNATIONAL BUILDING CODES

A. On December 16, 2025, Council approved on second reading the following ordinances, repealing the previously adopted suite of interconnected construction codes ("2021 Building Codes") and adopting the most recent editions of each code with local amendments ("2024 Building Codes"): Ordinance No. 211, 2025 (Building Code); Ordinance No. 212, 2025 (Energy Conservation Code); Ordinance No. 213, 2025 (Residential Code); Ordinance No. 214, 2025 (Existing Building Code); Ordinance No. 215, 2025 (Swimming Pool & Spa Code); Ordinance No. 216, 2025 (Property Maintenance Code); Ordinance No. 217, 2025 (Mechanical Code); Ordinance No. 218, 2025 (Fuel Gas Code); Ordinance No. 219, 2025 (Plumbing Code); and Ordinance No. 221, 2025 (National Electrical Code).

B. Additionally, on December 16, 2025, Council approved on second reading Ordinance No. 201, 2025, which updates the previously adopted local amendments to the *2024 International Fire Code* to ensure consistency with the 2024 Building Codes.

C. At the time of adoption of each of the above-referenced ordinances, Council amended each ordinance to delay enforcement of the new code provisions until April 1, 2026, in order to provide the building community sufficient time to become familiar with and adapt to the new requirements.

D. The amendments to delay enforcement may have created ambiguity as to which building codes shall govern until April 1, 2026. Out of an abundance of caution, this Ordinance is intended to confirm and clarify that Council's intent was for the amendments to stay the application of the above-referenced ordinances until April 1, 2026, and that the 2021 Building Codes shall remain in full force and effect until that date.

E. Holding the above-referenced ordinances in abeyance and staying their operation until April 1, 2026, confirms and clarifies the Council's desire and intent to keep the 2021 Building Codes in effect until April 1, 2026, when enforcement of the newly adopted 2024 Building Codes begins.

F. This Ordinance also ratifies any actions undertaken by the Chief Building Official and Building Services office under the 2021 Building Codes between December 26, 2025, and the effective date of this Ordinance.

In light of the foregoing recitals, which the Council hereby makes and adopts as determinations and findings, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. Operation of Ordinance No. 201, 2025 (International Fire Code) is hereby stayed until April 1, 2026.

Section 2. Operation of Ordinance No. 211, 2025 (Building Code) is hereby stayed until April 1, 2026.

Section 3. Operation of Ordinance No. 212, 2025 (Energy Conservation Code) is hereby stayed until April 1, 2026.

Section 4. Operation of Ordinance No. 213, 2025 (Residential Code) is hereby stayed until April 1, 2026.

Section 5. Operation of Ordinance No. 214, 2025 (Existing Building Code) is hereby stayed until April 1, 2026.

Section 6. Operation of Ordinance No. 215, 2025 (Swimming Pool & Spa Code) is hereby stayed until April 1, 2026.

Section 7. Operation of Ordinance No. 216, 2025 (Property Maintenance Code) is hereby stayed until April 1, 2026.

Section 8. Operation of Ordinance No. 217, 2025 (Mechanical Code) is hereby stayed under April 1, 2026.

Section 9. Operation of Ordinance No. 218, 2025 (Fuel Gas Code) is hereby stayed until April 1, 2026.

Section 10. Operation of Ordinance No. 219, 2025 (Plumbing Code) is hereby stayed until April 1, 2026.

Section 11. Operation of Ordinance No. 221, 2025 (National Electrical Code) is hereby stayed until April 1, 2026.

Section 12. Any actions undertaken by the Chief Building Official and Building Services consistent with the intent stated in this Ordinance are hereby ratified.

Introduced, considered favorably on first reading on January 6, 2026, and approved on second reading for final passage on January 20, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: January 30, 2026
Approving Attorney: Stefanie Boster

Exhibit: None

File Attachments for Item:

3. First Reading of Ordinance No. 002, 2026, Appropriating Prior Years Reserves of Unanticipated Revenue Received Through City Give.

The purpose of this item is to request an appropriation of $110,476.42 in philanthropic revenue received through City Give. These miscellaneous gifts to various City departments support a variety of programs and services and are aligned with both the City's strategic priorities and the respective donors' designation.

In 2019, City Give, a formalized enterprise-wide initiative was launched to create a transparent, non-partisan governance structure for the acceptance and appropriations of charitable gifts.

January 20, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Emily Land, Director of Philanthropy & Strategic Partnerships

SUBJECT

First Reading of Ordinance No. 002, 2026, Appropriating Prior Years Reserves of Unanticipated Revenue Received Through City Give.

EXECUTIVE SUMMARY

The purpose of this item is to request an appropriation of $110,476.42 in philanthropic revenue received through City Give. These miscellaneous gifts to various City departments support a variety of programs and services and are aligned with both the City's strategic priorities and the respective donors' designation.

In 2019, City Give, a formalized enterprise-wide initiative was launched to create a transparent, non-partisan governance structure for the acceptance and appropriations of charitable gifts.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

The City has long been the beneficiary of local generosity and has a valuable role in our community's philanthropic landscape. Generosity is demonstrated in both large and modest gifts, each appreciated for its investment in the mission and the range of services the City strives to deliver.

The City received several individual philanthropic donations in 2025 totaling $110,476.42 to support various departments, and these funds are currently unappropriated. Both Section 2.2 of the City's Financial Management Policy 2 – Revenue, as approved by City Council, and the Administrative Philanthropic Governance Policy 6.04, adopted by the City Manager, (together the "City Give Policies"), provide the bases and processes for the responsible and efficient management of charitable donations to the City.

Gifts totaling $110,476.42 have been received for various programs. These gifts include: $10,000.00 from Verizon to support the Police Leaders Summit hosted by Fort Collins Police Services (FCPS); $5,000.00 from Kentwood Real Estate to support the Lincoln Center Showstopper Series; $861.00 from various donors to benefit the Arts and Culture Fund; $4,744.89 from the Estate of John Ardary to benefit the Gardens on Spring Creek; $50,000.00 from Woodward Charitable Trust to benefit the FCPS Mental Health Response and Hope Teams; $20,680.53 from various individual donors to benefit the Utilities Payment Assistance Fund; $2,000.00 from Curious Minds Early Learning Center to support the Treatsylvania event hosted by Recreation; $5,000.00 from Elevations to benefit the Treatsylvania event hosted by Recreation; $5,000.00 from the Bodenhamer Foundation to benefit Foresty; $1,000.00 from an individual donor to

benefit the Parks Department; $2,500.00 from Move United Foundation to benefit the Adaptive Recreation Opportunities (ARO) Program; $2,500.00 from an individual donor to benefit the ARO Program; $40.00 from Benevity to benefit The Next Gen Serve Youth Volunteer Program; $150.00 from various individual doors to benefit the Youth Golf Scholarship Fund; and $1,000.00 from Smile Doctors to support the Kids in the Park Event.

CITY FINANCIAL IMPACTS

Upon adoption, this Ordinance will appropriate in the current fiscal year into the Funds as detailed in the table below in new philanthropic revenue received by City Give in the amount of $110,476.42 and authorize expenditures against those revenues for the purposes and in the amounts as directed by donors to support various City departments to support a range of programs and services.

FUND	RECIPIENT PROGRAM & CAMPAIGN	AMOUNT	Lapsing/ Non- Lapsing
Cultural Services and Facilities Fund	Lincoln Center Showstopper Series	$5,000.00	
Cultural Services and Facilities Fund	Arts & Culture Fund	$861.00	
Cultural Services and Facilities Fund	Gardens on Spring Creek	$4,744.89	Non-Lapsing
General Fund	Tribute Bench	$1,000.00	
General Fund	Share Some Shade	$5,000.00	
General Fund	Police Leaders Summit	$10,000.00	
General Fund	Police Services Capital Project	$50,000.00	Non-Lapsing
Recreation Fund	Treatsylvania	$2,000.00	
Recreation Fund	Treatsylvania	$5,000.00	
Recreation Fund	ARO	$2,500.00	
Recreation Fund	ARO	$2,500.00	
Recreation Fund	Kids in the Park Event	$1,000.00	
Golf Fund	Youth Golf Scholrship Fund	$150.00	Non-Lapsing
Light and Power Fund	Utilities Payment Assistance Fund	$200.00	Non-Lapsing
Light and Power Fund	Utilities Payment Assistance Fund	$100.00	Non-Lapsing
Light and Power Fund	Utilities Payment Assistance Fund	$25.00	Non-Lapsing
Light and Power Fund	Utilities Payment Assistance Fund	$100.00	Non-Lapsing
Light and Power Fund	Utilities Payment Assistance Fund	$25.00	Non-Lapsing
Light and Power Fund	Utilities Payment Assistance Fund	$600.00	Non-Lapsing

Light and Power Fund	Utilities Payment Assistance Fund	$19,630.53	Non-Lapsing
General Fund	Next Gen. Serve	$40.00	

The donations will be spent from the designated fund solely for the donors' intended purpose. The City received and accepted the funds according to City Give Policies.

The City Manager has also determined that these appropriations are available and previously unappropriated from their designated City Fund and will not cause the total amount appropriated in those Funds to exceed the current estimate of actual and anticipated revenues.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS

1. Ordinance No. 002, 2026

ORDINANCE NO. 002, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROPRIATING PRIOR YEAR RESERVES OF
UNANTICIPATED REVENUE RECEIVED THROUGH CITY GIVE

A. The City has received generous donations in 2025 through its City Give program, both large and modest, as philanthropic gifts to the public and the City programs and activities to serve the community.

B. This appropriation of prior year reserves of philanthropic gifts will benefit the public health, safety, and welfare of the residents of Fort Collins and serves the public purpose of supporting programs or capital expenses throughout the City, including, but not limited to, public safety, cultural services and programming, public health, parks and recreation, open space, and youth programming.

C. Article V, Section 9 of the City Charter permits the City Council, upon the recommendation of the City Manager, to make supplemental appropriations by ordinance at any time during the fiscal year from such revenues and funds for expenditure as may be available from reserves accumulated in prior years, notwithstanding that such reserves were not previously appropriated.

D. The City Manager has recommended the appropriations described in Section 1 of this Ordinance and determined that the amount of each of these appropriations are available and previously unappropriated from the respective funds named in Section 1 will not cause the total amount appropriated in each such fund to exceed the current estimate of actual and anticipated revenues to be received in those funds during this fiscal year.

E. Article V, Section 11 of the City Charter authorizes the City Council to designate in the ordinance when appropriating funds, a federal, state or private grant or donation, that such appropriation shall not lapse at the end of the fiscal year in which the appropriation is made, but continue until the earlier of the expiration of the donation or the City's expenditure of all funds received from such donation.

F. The City Council wishes to designate the appropriation in the Light and Power Fund, which is for the Payment Assistance Fund, the appropriation in the Golf Fund, which is for the Youth Golf Scholarship Fund, the appropriation in the General Fund, which is for the Police Services Capital Projects, and the appropriation in the Cultural Services and Facilities Fund, as appropriations that shall not lapse until the earlier of the expiration of the donation or the City's expenditure of all funds received from such donation.

In light of the foregoing recitals, which the Council hereby makes and adopts as determinations and findings, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. There is hereby appropriated from the following funds these amounts of philanthropic revenue held in prior year reserves to be expended as designated by the donors in support of the various City programs and services as described in the Agenda Item Summary.

Cultural Services and Facilities Fund	$	10,605.89
General Fund	$	66,040.00
Recreation Fund	$	13,000.00
Golf Fund	$	150.00
Light and Power Fund	$	20,680.53

Section 2. The appropriations in Section 1 in the Light and Power Fund, which is for the Payment Assistance Fund, and the Golf Fund, which is for the Youth Golf Scholarship Fund, and the General Fund which is for Police Services Capital Project, and the Cultural Services and Facilities Fund which is for the Gardens on Spring Creek are hereby designated, as authorized in Article V, Section 11 of the City Charter, as appropriations that shall not lapse at the end of this fiscal year but until the earlier of the expiration of the donation or the City's expenditure of all funds received from such donation.

Introduced, considered favorably on first reading on January 20, 2026, and approved on second reading for final passage on February 3, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: February 13, 2026
Approving Attorney: Dianne Criswell

Exhibit: None

File Attachments for Item:

4. Items Relating to the Fort Collins Police Services Unit.

A. First Reading of Ordinance No. 003, 2026, Making a Supplemental Appropriation of Eighth Judicial District Victim Assistance and Law Enforcement (VALE) Grant Funds Received in the General Fund, for the Fort Collins Police Services Victim Services Unit.

B. First Reading of Ordinance No. 004, 2026, Making a Supplemental Appropriation of Colorado Division of Criminal Justice Grant Funds Under the Federal Victim of Crime Act (VOCA) Received in the General Fund, for the Fort Collins Police Services Victim Services Unit.

The purpose of these items is to help fund the Victim Services Unit of Fort Collins Police Services for victim advocacy services which are required under the Colorado Victim Rights Amendment for victims of crime and their family members.

The Victim Services Unit has been awarded a $70,000 VALE grant for the period from January 1, 2026, to December 31, 2026. The VALE grant is awarded through the Eighth Judicial District Victim Assistance and Law Enforcement (VALE) Board to help fund services provided by the Victim Services team. This grant will fund 75% of the salary for a full-time contractual 40-hour per week victim advocate, mileage reimbursement for volunteer advocates, and a small training budget.

The Victim Services Unit has also been awarded a 12-month grant in the amount of $22,024 for the period from January 1, 2026, to December 31, 2026, by the Colorado Division of Criminal Justice under the Federal Victim of Crime Act (VOCA). This grant will help fund services provided by the Victim Services Unit. These funds will be used to pay 26% of the salary and benefits for the victim advocate who provides crisis intervention services for sexual assault victims between the school ages of kindergarten through 12th grade.

January 20, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Britta Davis, Senior Supervisor, Outreach, Police Services
Joanne Cech, Fiscal Recovery Manager

SUBJECT

Items Relating to the Fort Collins Police Services Unit.

EXECUTIVE SUMMARY

A. First Reading of Ordinance No. 003, 2026, Making a Supplemental Appropriation of Eighth Judicial District Victim Assistance and Law Enforcement (VALE) Grant Funds Received in the General Fund, for the Fort Collins Police Services Victim Services Unit.

B. First Reading of Ordinance No. 004, 2026, Making a Supplemental Appropriation of Colorado Division of Criminal Justice Grant Funds Under the Federal Victim of Crime Act (VOCA) Received in the General Fund, for the Fort Collins Police Services Victim Services Unit.

The purpose of these items is to help fund the Victim Services Unit of Fort Collins Police Services for victim advocacy services which are required under the Colorado Victim Rights Amendment for victims of crime and their family members.

The Victim Services Unit has been awarded a $70,000 VALE grant for the period from January 1, 2026, to December 31, 2026. The VALE grant is awarded through the Eighth Judicial District Victim Assistance and Law Enforcement (VALE) Board to help fund services provided by the Victim Services team. This grant will fund 75% of the salary for a full-time contractual 40-hour per week victim advocate, mileage reimbursement for volunteer advocates, and a small training budget.

The Victim Services Unit has also been awarded a 12-month grant in the amount of $22,024 for the period from January 1, 2026, to December 31, 2026, by the Colorado Division of Criminal Justice under the Federal Victim of Crime Act (VOCA). This grant will help fund services provided by the Victim Services Unit. These funds will be used to pay 26% of the salary and benefits for the victim advocate who provides crisis intervention services for sexual assault victims between the school ages of kindergarten through 12th grade.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinances on First Reading.

BACKGROUND / DISCUSSION

The Victim Services Unit has received funding from the VALE grant since the inception of the program in 1996. Colorado state statutes mandate law enforcement agencies follow the Victim Rights Amendment to the Colorado Constitution. Many of the stages in the mandated statutes are fulfilled by the Victim Services Unit. Services have been provided to thousands of victims and their family members who have become victims of violent crime in the community. Council has approved appropriations of the VALE grant revenue every year. Services to the community would be drastically cut without this grant award.

Funds from the VALE grant will be used for 30 hours a week toward the salary for the full-time contractual victim advocate who provides crisis intervention services during weekday hours and is housed in the Victim Services office. Funds will also pay for a portion of the operational expenses needed to provide 24-hour, 7-days/week services to victims of crime in the community.

The VOCA grant will be used to fund 10 hours a week toward the salary of the full-time contractual victim advocate who provides crisis intervention services for sexual assault victims between the school ages of kindergarten through 12th grade.

Victim Services has received VOCA grant funding since 2020. VOCA funds will help fulfill the legal mandates under the Colorado Constitution as well by ensuring Fort Collins Police Services provides services to victims under the Colorado Victim Rights Amendment.

CITY FINANCIAL IMPACTS

The City has received a grant in the amount of $70,000 from the Eighth Judicial District Victim Assistance and Law Enforcement (VALE) Board to help fund victim services activities.

The City has also been awarded a grant in the amount of $22,024 from the Federal Victim of Crime Act (VOCA).

Neither grant requires a cash or in-kind match from Fort Collins Police Services or the City of Fort Collins. Both grants will be appropriated into the General Fund.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS

1. 2026 VALE Grant Agreement
2. 2026 VOCA Grant Agreement
3. Ordinance No. 003, 2026
4. Ordinance No. 004, 2026

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City of Fort Collins Police Services

Victim Services
2221 South Timberline Road
PO Box 580
Fort Collins, CO 80522
970.224.6089
970.416.2781 - fax
fcgov.com

DATE: November 20, 2025

TO: Kelly DiMartino, City Manager

FROM: Britta Davis, Victim Services Supervisor

CC: Frank Barrett, Assistant Chief, Criminal Investigations Division Initial FB
Juan Gonzalez, Financial Analyst, Police Services Initial JG
Andrew Trevino, Assistant City Attorney Initial AST

RE: 2026 V.A.L.E. Grant

Dear City Manager DiMartino,

The Victim Services Unit has been awarded a $70,000 Victim Assistance and Law Enforcement (V.A.L.E.) grant for the period from January 1, 2026, to December 31, 2026. The V.A.L.E. grant is awarded through the Eighth Judicial District Victim Assistance and Law Enforcement Board to help fund services provided by the Victim Services Unit. This grant will primarily fund Victim Services Unit personnel as well as training and mileage reimbursement for the volunteer Victim Advocates.

V.A.L.E. is an annual grant that the Victim Services Unit has applied for and received since the inception of the program in 1996. Last year we received $70,000 and are pleased that we received the same amount this year and did not sustain any budget cuts, for this specific grant, for the fiscal year 2026.

Please find the attached contract for the 2026 Victim Assistance and Law Enforcement grant.

I would greatly appreciate it if you could please review and sign the attached contract. There are no monetary matches for this grant. Could you please have this returned to me by Monday, December 1, 2025, so that I can ensure the contract is submitted by the deadline that would be great.

The Victim Services Unit greatly appreciates all your support!

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EIGHTH JUDICIAL DISTRICT
LARIMER AND JACKSON COUNTIES

V.A.L.E.
VICTIM ASSISTANCE AND LAW ENFORCEMENT BOARD

CONTRACT

Pursuant to the Assistance to Victims of and Witnesses to Crimes and Aid to Law Enforcement Act, Article 4.2 Title 24 C.R.S., the Victim Assistance and Law Enforcement Board (V.A.L.E.) of the Eighth Judicial District has made the following award:

Grantee:	City of Fort Collins/Police Services
Grant Number:	26LV0810
Project Title:	Fort Collins Police Services/Victim Services Unit
Purpose of Grant Funds:	Salaries/Benefits/Training/Other
Services/Equipment Being Funded:	Direct Victim Services
Grant Period:	1/1/2026 – 12/31/2026
Amount of Grant Award:	$70,000

Quarterly Installments:

On or about 1/10/26	$17,500
On or about 4/10/26	$17,500
On or about 7/10/26	$17,500
On or about 10/10/26	$17,500

BE IT UNDERSTOOD THAT:

1. **DISBURSEMENT**

   - All disbursements of awards are contingent upon the availability of V.A.L.E. funds.

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- The grant recipient agrees that all funds received under this grant shall be expended solely for the purposes stated above and that any funds not so expended, including funds lost or diverted to other purposes, shall be repaid to the V.A.L.E. fund.
- The funds granted by this Contract for victim services shall be disbursed in quarterly installments pending V.A.L.E. Board approval of all required reports and verification of expenses.

2. APPLICATION

The contents of the grant application will become contractual obligations of the grant recipient and are incorporated into this Contact as if fully set forth herein.

3. REPORTING

- The grant recipient is required to submit a program and financial report two (2) times: July 15, 2026 and January 15, 2027. The reports will be completed on ZoomGrants®. The reports will be available a minimum of two weeks prior to their due dates
- The grant recipient is required to complete the state issued demographic survey two (2) times: July 15, 2026 and January 15, 2027. The survey link will be provided to the grant recipient prior to the listed due dates. Please contact the VALE Administrator if collection of demographic information is not possible.
- If the grant award is for a scholarship, training event or equipment, the agency may, at the discretion of the Board, be required to submit one financial and programmatic report.
- Failure to submit required reports by the dates due may result in termination of the grant award, return of awarded funds, and/or loss of future funding from V.A.L.E.
- All grant recipients shall make available to the Board or its authorized designee upon request, all current records, and other information, including audit/financial statements, relative to the implementation of the grant.

4. FUNDING CHANGES

- *Any* change in the use of grant funds must be approved by the V.A.L.E. Board prior to the change being implemented. The request for such change shall be in writing.
- In the event all of the monies paid to the grantee are not expended within the contractual period, the grantee must request at least 30 days before the end of the grant period, a time extension and demonstrate how the funds will be utilized. The Board will review the request and may approve as presented or request funds to be repaid to the Board. All monies not utilized during the grant period and provided for under an approved plan shall be returned.

5. EQUIPMENT

- If equipment is part of the grantee's application and approved by the Board, the equipment purchased by the V.A.L.E. Board in this contract is to be used in

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accordance with the grantee's application. When the grantee has no further use for the equipment, the grantee will notify the Board in writing. The V.A.L.E. Board shall determine what is to be done with the no longer needed, broken or damaged equipment.

6. NON-DISCRIMINATION

- The grant recipient agrees to comply with all applicable non-discrimination legal mandates.

7. NON-COMPLIANCE

Non-compliance with any portion of this Contract may result in:

- Withholding of funds [Suspension of grant]
- The grant recipient returning money to the V.A.L.E. Fund
- Other Action as deemed necessary by the members of the V.A.L.E. Board
- Any combination of the above

8. SPECIAL CONDITIONS

Special conditions for the award which have been stipulated between the V.A.L.E Board and the grant recipient are as follows:

- The grantee will prepare an amended "2026 V.A.L.E. FINAL BUDGET" reflecting the actual award. The amended document must be returned with this completed contract.

Amendment of any other terms of this Contract shall have prior approval of the V.A.L.E. Board. Requests for amendments shall be in writing.

The grant recipient, through the following signatories, understands and agrees that any VALE monies received as a result of the awarding of the grant application shall be subject to the terms of this Contract.

Docusign Envelope ID: E8CAB0C8-0EF0-468D-B91D-AEB193E1CEC7

SIGNATURE PAGE

Signed by:
Britta Davis
03FAF0449BD549A...

11/20/2025 | 11:50 AM MST

Project Director — Date

The person who has direct responsibility for the implementation of the project. This person should combine knowledge and experience in the project area with the ability to administer the project and supervise personnel. He/she shares responsibility with the Financial Officer for seeing that all expenditures are within the approved budget. The person will normally devote a major portion of his/her time to the project and is responsible for meeting all reporting requirements. The Project Director must be a person other than the Authorized Official or the Financial Officer.

Signed by:
Juan Gonzalez
4962E583FD2F4C6...

11/20/2025 | 10:00 AM MST

Financial Officer — Date

The person who is responsible for all financial matters related to the program and who has the responsibility for the accounting, management of funds, verification of expenditures, audit information and financial reports. The person who actually prepares the financial reports may be under the supervision of the Financial Officer. The Financial Officer must be a person other than the Project Director or the Authorized Official.

DocuSigned by:
Kelly DiMartino
0B86D5871D89400...

11/25/2025 | 6:32 AM PST

Authorized Official — Date

The Authorized Official is the person who is, by virtue of such person's position, authorized to enter into contracts for the grant recipient.

V.A.L.E. Board Chair — Date

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EIGHTH JUDICIAL DISTRICT
LARIMER AND JACKSON COUNTIES

V.A.L.E.
VICTIM ASSISTANCE AND LAW ENFORCEMENT BOARD

V.A.L.E. 2026 FINAL BUDGET

GRANTEE: City of Fort Collins

GRANT NUMBER: 26LV0810

PROJECT TITLE: Victim Services Unit

TOTAL 2025 V.A.L.E. AWARD 70,000
TOTAL 2026 V.A.L.E. REQUEST 88,498
TOTAL 2026 V.A.L.E. AWARD 70,000

Please update your VALE budget to reflect your award amount.

EXPENSE CATEGORY	2026 V.A.L.E. REQUESTED BUDGET	2026 V.A.L.E. FINAL BUDGET
Salary & Benefits	80,498	67,500
Training	6,000	1500
Mileage	2000	1000
TOTAL	88,498.00	70,000

Britta Davis
PROJECT DIRECTOR NAME

Signed by: Britta Davis 03FAF0449BD549A...
PROJECT DIRECTOR SIGNATURE

11/20/2025 | 11:50 AM MST
DATE

Juan Gonzalez
FINANCIAL OFFICER NAME

Signed by: Juan Gonzalez 4962E583ED2F4C6...
FINANCIAL OFFICER SIGNATURE

11/20/2025 | 10:00 AM MST
DATE

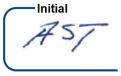
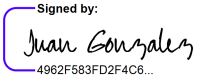
Certificate Of Completion

Envelope Id: E8CAB0C8-0EF0-468D-B91D-AEB193E1CEC7
Status: Completed
Subject: Complete with Docusign: VALE Grant.pdf
Source Envelope:
Document Pages: 6
Signatures: 5
Certificate Pages: 5
Initials: 3
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Kelly Valdez
2221 S. Timberline Road
Fort Collins, CO 80525
kvaldez@fcgov.com
IP Address: 198.59.47.100

Record Tracking

Status: Original
11/20/2025 9:52:16 AM
Holder: Kelly Valdez
kvaldez@fcgov.com
Location: DocuSign

Signer Events	Signature	Timestamp
Andrew S. Trevino atrevino@fcgov.com Assistant City Attorney II Fort Collins City Attorney's Office Security Level: Email, Account Authentication (None)	Initial  Signature Adoption: Uploaded Signature Image Using IP Address: 198.59.47.100	Sent: 11/20/2025 9:58:27 AM Viewed: 11/20/2025 9:59:18 AM Signed: 11/20/2025 10:00:14 AM
Electronic Record and Signature Disclosure: Accepted: 11/20/2025 9:59:18 AM ID: e6db37c5-ce8d-4184-805c-1ca5f271fe27		
Frank Barrett fbarrett@fcgov.com Security Level: Email, Account Authentication (None)	Initial  Signature Adoption: Drawn on Device Using IP Address: 198.59.47.100 Signed using mobile	Sent: 11/20/2025 9:58:27 AM Viewed: 11/20/2025 10:49:24 AM Signed: 11/20/2025 10:49:54 AM
Electronic Record and Signature Disclosure: Accepted: 11/20/2025 10:49:24 AM ID: f618e98e-00d7-49f0-ac97-3c9fbb482c48		
Juan Gonzalez jgonzalez@fcgov.com Financial Analyst Security Level: Email, Account Authentication (None)	Signed by:  4962F583FD2F4C6... Signature Adoption: Pre-selected Style Using IP Address: 198.59.47.100	Sent: 11/20/2025 9:58:27 AM Viewed: 11/20/2025 9:59:46 AM Signed: 11/20/2025 10:00:31 AM
Electronic Record and Signature Disclosure: Accepted: 11/20/2025 9:59:46 AM ID: f50290d7-ee9a-4f41-9060-58cf6ecfe83c		
Britta Davis bdavis@fcgov.com Security Level: Email, Account Authentication (None)	Signed by:  03FAF0449BD549A... Signature Adoption: Pre-selected Style Using IP Address: 198.59.47.100	Sent: 11/20/2025 10:49:55 AM Viewed: 11/20/2025 11:49:58 AM Signed: 11/20/2025 11:50:49 AM
Electronic Record and Signature Disclosure: Accepted: 11/20/2025 11:49:58 AM ID: b0b0363b-7544-46b0-89db-1eb909dc3b3f		

Signer Events	Signature	Timestamp
Kelly DiMartino kdimartino@fcgov.com City Manager the City of Fort Collins Security Level: Email, Account Authentication (None)	DocuSigned by:  0B86D5871D89400... Signature Adoption: Pre-selected Style Using IP Address: 2605:b40:1203:6900:1cd0:a504:1334:8cbe	Sent: 11/20/2025 11:50:51 AM Viewed: 11/25/2025 7:32:00 AM Signed: 11/25/2025 7:32:19 AM

Electronic Record and Signature Disclosure:
Accepted: 11/15/2022 11:50:30 AM
ID: ff321403-0e84-4524-8fa4-43d21cb575a2

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/20/2025 9:58:28 AM
Certified Delivered	Security Checked	11/25/2025 7:32:00 AM
Signing Complete	Security Checked	11/25/2025 7:32:19 AM
Completed	Security Checked	11/25/2025 7:32:19 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Fort Collins - Police Administration (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Fort Collins - Police Administration:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: sgundry@fcgov.com

To advise City of Fort Collins - Police Administration of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at sgundry@fcgov.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Fort Collins - Police Administration

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to sgundry@fcgov.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Fort Collins - Police Administration

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to sgundry@fcgov.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Fort Collins - Police Administration as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Fort Collins - Police Administration during the course of your relationship with City of Fort Collins - Police Administration.

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Grant Award Letter
Intergovernmental Grant Agreement
Cover Page

State Agency
Department of Public Safety, Division of Criminal Justice

Grantee
City of Fort Collins, Police Services

Grantee UEI
VEJ3BS5GK5G1

Is this Award for Research and Development (R&D)? No

Grant Amount

15POVC-23-GG-00390-ASSI	$11,893.00
15POVC-24-GG-00615-ASSI	$10,131.00
Total for All Federal Funds	**$22,024.00**

Grant Number
2025-VA-26-480-08

Grant Issuance Date
January 1, 2026

Grant Expiration Date
December 31, 2026

Fund Expenditure End Date
December 31, 2026

Grantee Match Amount Required

15POVC-23-GG-00390-ASSI	$0.00
15POVC-24-GG-00615-ASSI	$0.00
Total for All Federal Funds	$0.00

Agreement Authority -
The Division of Criminal Justice is authorized to disburse these funds by Colorado Revised Statute 24-33.503 and 507.

Project Summary
This project provides a victim witness specialist for the police department.

Grant Purpose
This Grantee was selected by the Crime Victim Services Advisory Board. The federal Victims of Crime Act (VOCA) Program allows agencies to support activities that provide a broad range of direct services to victims of crime.

Exhibits and Order of Precedence
The following Exhibits and attachments are included with this Agreement:

1. Exhibit A, Sample Option Letter
2. Exhibit B, Grant Requirements
3. Exhibit C, Special Conditions
4. Exhibit D, Statement of Work
5. Exhibit E, Budget
6. Exhibit F, Federal Provisions

In the event of a conflict of inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Exhibit F, Federal Provisions

Docusign Envelope ID: BF1DDBEB-CB26-461F-ADE3-3937363BF57D

2. Exhibit C, Special Conditions
3. Colorado Special Provisions in **§18** of the main body of this Agreement.
4. The provisions of the other sections of the main body of this Agreement.
5. Exhibit B, Grant Requirements
6. Exhibit D, Statement of Work
7. Exhibit E, Budget

Principal Representatives

For the State:
Matthew M. Lunn, PhD, Director
Division of Criminal Justice
Department of Public Safety
700 Kipling Street, Suite 1000
Denver, Colorado 80215-5897
Matthew.Lunn@state.co.us

For Grantee:
Kelly DiMartino, City Manager
City of Fort Collins, Police Services
PO Box 580
Fort Collins, CO 80522
kdimartino@fcgov.com

Federal Award(s) Applicable to This Grant Award

Federal Award Office
U.S. Department of Justice (US DOJ), Office of Justice Programs (OJP)

Federal Grant Program Name
Victims of Crime Act (VOCA)

Federal Assistance Listing #
16.575-Crime Victim Assistance

Federal Funding Source 1
Federal Award Number: 15POVC-23-GG-00390-ASSI
Federal Award Date: August 23, 2023
Federal Statutory Authority: 34 U.S.C. 20103(a)
Total Amount of Federal Award (this is not the amount of this grant agreement): $23,436,628.00

Federal Funding Source 2
Federal Award Number: 15POVC-24-GG-00615-ASSI
Federal Award Date: September 5, 2024
Federal Statutory Authority: 34 U.S.C. 20103(a)
Total Amount of Federal Award (this is not the amount of this grant agreement): $13,559,953.00

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Grantee: City of Fort Collins, Police Services
Project: Victim Services Unit
DCJ Grant #: 2025-VA-26-480-08

Signature Page

The Signatories Listed Below Authorize this Grant

Grantee

City of Fort Collins, Police Services

DocuSigned by:
Kelly DiMartino
0B86D5871D89400...

By: Kelly DiMartino, City Manager

Date: 11/20/2025 | 6:03:10 AM PST

State of Colorado

Jared S. Polis, Governor
Department of Public Safety
Stan Hilkey, Executive Director

Signed by:
Matthew M. Lunn, PhD
8C8341EFA6124C4...

By: Matthew M. Lunn, PhD, Director, Division of Criminal Justice

Date: 11/21/2025 | 11:44:37 AM PST

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

State Controller

Robert Jaros, CPA, MBA, JD

DocuSigned by:
Lyndsay Clelland
363D680603F0405...

By: Lyndsay J. Clelland, Grant Coordinator, Division of Criminal Justice

Date 11/23/2025 | 10:48:15 AM MST

Docusign Envelope ID: BF1DDBEB-CB26-461F-ADE3-3937363BF57D

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Exhibit E – Budget 29
Exhibit F – Federal Requirements 30

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1. Grant

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the "State") hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the "Grantee") an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. Term

A. Initial Grant Term and Extension

The Parties' respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with an updated Grant Award Letter showing the new Grant Expiration Date, or issue a grant modification in accordance with **§17.D.**

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made.

C. Grantee's Termination Under Federal Requirements

Grantee may request termination of this Grant by sending notice to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. Definitions

The following terms shall be construed and interpreted as follows:

A. **"Agreement"** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

B. "**Award"** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.

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C. **"Breach of Agreement"** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, 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 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.

D. **"Budget"** means the budget for the Work described in **Exhibit E**.

E. **"Business Day"** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.

F. **"CJI"** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302 C.R.S.

G. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1 *et seq.*, C.R.S.

H. **"Cost Sharing"** means a portion of project costs not paid under this Subaward. This includes match which refers to required levels of cost share that must be provided (2 CFR 200.306)

I. **"Grant Award Letter"** means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.

J. **"Grant Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.

K. **"Grant Expiration Date"** means the Grant Expiration Date shown on the first page of this Grant Award Letter.

L. **"Grant Issuance Date"** means the Grant Issuance Date shown on the first page of this Grant Award Letter.

M. **"Exhibits"** exhibits and attachments included with this Grant as shown on the first page of this Grant

N. **"Extension Term"** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter

O. **"Federal Award"** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Regulations by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

P. **"Federal Awarding Agency"** means a Federal agency providing a Federal Award to a Recipient. The Federal agency for this Agreement may be found in the Federal Award(s) Applicable to This Grant Award section of this Agreement, and is the Federal Awarding Agency for the Federal Award which is the subject of this Grant.

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Q. **"Goods"** means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

R. **"Incident"** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.

S. **"Initial Term"** means the time period between the Grant Issuance Date and the Grant Expiration Date.

T. **"Party"** means the State or Grantee, and "Parties" means both the State and Grantee.

U. **"PCI"** means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law.

V. **"PII"** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S. "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, et. seq., C.R.S.

W. **"PHI"** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

X. **"Recipient"** means the State Agency shown on the first page of this Grant Award Letter, for the purposes of the Federal Award.

Y. **"Services"** means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.

Z. **"State Confidential Information"** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by

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a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

AA. **"State Fiscal Rules"** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.

BB. **"State Fiscal Year"** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

CC. **"State Records"** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

DD. **"Sub-Award"** means this grant by the State (a Recipient) to Grantee (a Subrecipient) funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.

EE. **"Subcontractor"** means third-parties, if any, engaged by Grantee to aid in performance of the Work. This establishes a procurement relationship. The subcontractor provides goods or services for the benefit of the purchaser.

FF. **"Subgrantee"** means third-parties, if any, engaged by Grantee to aid in performance of the Work. This establishes a grant relationship. The beneficiary, not the purchaser, receives benefit from the work. A subgrantee receiving federal grant funds is also called a subrecipient. There may be multiple tiers of subgrantees/subrecipients that do not include procurement transactions.

GG. **"Subrecipient"** means an entity that receives a Sub-Award from a pass-through entity to carry out part of a Federal award., The term subrecipient does not a beneficiary or participant. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Grant, Grantee is a Subrecipient.

HH. **"Tax Information"** means Federal and State of Colorado tax information including, without limitation, Federal and State tax returns, return information, and such other tax-related information as may be protected by Federal and State law and regulation. Tax Information includes, but is not limited to all information defined as Federal tax information in Internal Revenue Service Publication 1075.

II. **"Uniform Guidance"** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to the Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

JJ. **"Work"** means the delivery of the Goods and performance of the Services described in this Grant Award Letter.

KK. **"Work Product"** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of

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the Work. "Work Product" does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Award Letter that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. Statement of Work

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of **Exhibit D**. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

5. Payments to Grantee

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount shown on the first page of this Grant Award Letter. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Grant Issuance Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

B. Federal Recovery

The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

C. Reimbursement of Grantee Costs

Upon prior written approval, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to and written approval from the State in the form of a DCJ Form 4-A, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. The State shall reimburse Grantee for the Federal share of properly documented allowable costs related to the Work after the State's review and approval thereof, subject to the provisions of this Grant. The State shall only reimburse allowable costs if those costs are: **(i)** reasonable and necessary to accomplish the Work and for the Goods and Services provided; and **(ii)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

D. Close-Out.

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including

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documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice. The State will withhold payment of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If the Federal Awarding Agency has not closed this Federal Award within 1 year and 90 days after the Grant Expiration Date due to Grantee's failure to submit required documentation, then Grantee may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

E. Matching Funds

Grantee shall provide the Local Match Amount shown on the first page of this Grant Award Letter and described in **Exhibit E** , if applicable. Grantee's obligation to pay all or part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purpose of this Agreement by the authorized representatives of Grantee. Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Grant Award Letter. Grantee does not by accepting this Grant Award Letter irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant Award Letter is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

6. Reporting - Notification

A. Quarterly Reports

In addition to any reports required pursuant to any Exhibit, for any Agreement having a term longer than three months, Grantee shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than five Business Days following the end of each calendar quarter or at such time as otherwise specified by the State

B. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in **§5.D**, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

C. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. Grantee Records

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place

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of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State. A cognizant agency for audit, oversight or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. If Grantee enters into a subcontract or subgrant with an entity, then the subcontract or subgrant entered into by Grantee shall contain provisions permitting both Grantee and the State to perform all monitoring of that Subcontractor or Subgrantee in accordance with the Uniform Guidance, and other State procedure.

C. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party. Additionally, if Grantee is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. Confidential Information-State Records

A. Confidentiality

Grantee shall hold and maintain, and cause all Subgrantees and Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors or Subgrantees will or may receive the following types of data, Grantee or its Subcontractors or Subgrantees shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued

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version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns, Subgrantees and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns, Subgrantees and Subcontractors who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, Subgrantees and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign, Subgrantees or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding PII

If Grantee or any of its Subgrantees or Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Grantee, including, but not limited to, Grantee's employees, agents, Subgrantees and Subcontractors, agrees

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not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Grantee is given direct access to any State databases containing PII, Grantee shall execute, on behalf of itself and its employees, the certification as provided by the State on an annual basis Grantee's duty and obligation to certify as set forth by the state and shall continue as long as Grantee has direct access to any State databases containing PII. If Grantee uses any Subgrantees or Subcontractors to perform services requiring direct access to State databases containing PII, the Grantee shall require such Subgrantees or Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subgrantee or Subcontractor has access to State databases containing PII.

9. Conflict of Interest

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

10. Insurance

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 Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S. (the "GIA"). Grantee shall ensure that any Subgrantees and Subcontractors maintain all insurance customary for the completion of the Work done by that Subgrantees or Subcontractor and as required by the State or the GIA.

11. Breach of Agreement

In the event of a breach of agreement, the aggrieved party shall give written notice of breach of agreement to the other party. If the notified party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the party may exercise any of the remedies as described in **§12** for that party. Notwithstanding any provision of this agreement to the contrary, the state, in its discretion, need not provide notice or a cure period and may immediately terminate this agreement in whole or in part or institute any other remedy in this agreement in order to protect the public interest of the state; or if grantee is debarred or suspended under §24-109-105, C.R.S., the state, in its discretion, need not provide notice or cure period and may terminate this agreement in whole or in part or institute any other remedy in this agreement as of the date that the debarment or suspension takes effect.

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12. Remedies

A. State's Remedies

In addition to any remedies available under any exhibit to this grant agreement, if grantee is in breach under any provision of this agreement and fails to cure such breach, the state, following the notice and cure period set forth in **§11**, shall have all of the remedies listed in this section in addition to all other remedies set forth in this agreement or at law. The state may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of grantee's uncured breach, the state may terminate this entire agreement or any part of this agreement. Additionally, if grantee fails to comply with any terms of the federal award, then the state may, in its discretion or at the direction of a federal awarding agency, terminate this entire agreement or any part of this agreement. Grantee shall continue performance of this agreement to the extent not terminated, if any.

The State may also terminate this grant agreement at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

a. Obligation and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to 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 but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach 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 as if this Agreement had been terminated in the public interest under **§2.B**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with

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any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

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

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of grantee's employees, agents, or subcontractors from the work whom the state deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this agreement is deemed by the state to be contrary to the public interest or the state's best interest.

e. Intellectual Property

If any work infringes, or if the state in its sole discretion determines that any work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, grantee shall, as approved by the state (i) secure that right to use such work for the state and grantee; (ii) replace the work with non-infringing work or modify the work so that it becomes non-infringing; or, (iii) remove any infringing work and refund the amount paid for such work to the state.

f. Collection of Unallowable Costs (2 CFR 200.410)

Payments made for costs determined to be unallowable by either the awarding Federal agency, cognizant agency for indirect costs, or pass-through entity must be refunded with interest to the Federal Government. Unless directed by Federal statue or regulation, repayments must be made in accordance with the

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instructions provided by the Federal agency or pass-through entity that made the allowability determination. See §§ 200.300 through 200.309, and § 200.346.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

13. Dispute Resolution

Except as herein specifically provided otherwise or as required or permitted by federal regulations related to any Federal Award that provided any of the Grant Funds, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

14. Notices and Representatives

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this **§13.**

15. Rights in Work Product and Other Information

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

16. Governmental Immunity

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Grant Award Letter shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

17. General Provisions

A. Assignment

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

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B. Captions and References

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Award Letter to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, shall conform to the policies issued by the Colorado State Controller.

i. The State may, at the State's discretion, use an Option Letter or Grant Funding Change letter substantially equivalent to Exhibit A, Sample Option Letter and the State Controller Grant Funding Change Letter to modify the grant agreement. If exercised, the provisions of the Option Letter or Grant Funding Change Letter shall become part of and be incorporated into the original grant.

ii. The State may increase or decrease the quantity of goods/services described Exhibit D, Statement of Work and Exhibit E, Budget based upon the rates established in the Grant. If the State exercises the option, it will provide written notice to Grantee at least 15 days prior to the end of the current grant term in a form substantially equivalent to Exhibit A, Sample Option Letter.

iii. The State may add or delete the goods/services described Exhibit D, Statement of Work and Exhibit E, Budget as long as the change does not change the overall scope of the approved grant. If the State exercises the option, it will provide written notice to Grantee at least 15 days prior to the end of the current grant term in a form substantially equivalent to Exhibit A, Sample Option Letter.

iv. The State may, at the State's discretion, issue an updated Exhibit D, Statement of Work and Exhibit E, Budget by Option Letter substantially equivalent to Exhibit A, Sample Option Letter to reflect changes that do not substantially change the intended purpose of the grant. The provisions of the Option Letter shall become part of and be incorporated into this Grant.

E. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or

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hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Grant Award Letter by reference.

G. Severability

The invalidity or unenforceability of any provision of this Grant Award Letter shall not affect the validity or enforceability of any other provision of this Grant Award Letter, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Grant Award Letter Terms

Any provision of this Grant Award Letter that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Award Letter, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. Accessibility

i. Grantee shall indemnify, save, hold harmless, and assume liability on behalf of the State, its officers, employees, agents and assignees (collectively the "Indemnified Parties") for any and all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and other amounts incurred by any of the Indemnified Parties in relation to Grantee's noncompliance with §§24-85-101, et seq., C.R.S., or the *Accessibility Standards for Individuals with a Disability* as established by the Office of Information Technology pursuant to Section §24-85-103, C.R.S. State employees are considered third parties for the purposes of this section.

ii. Grantee shall comply with the *Accessibility Standards for Individuals with a Disability,* as adopted by the Office Of Information Technology pursuant to §24-85-103 C.R.S.

iii. The State may require Grantee's compliance with the *Accessibility Standards for Individuals with a Disability* adopted by the Office of Information Technology

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pursuant to §24-85-103 C.R.S. is determined and tested by a qualified third party selected by the State. The State may ask the Grantee to review the selection of the third party. Grantee shall be responsible for all costs associated with the third-party vendor's assessment. If Grantee is not in compliance as determined by the third-party vendor, at the State's request and at the State's direction, Grantee shall promptly take all necessary actions to come into compliance using a State-approved vendor, at no additional cost to the State.

L. Federal Provisions

Grantee shall comply with all applicable requirements of **Exhibit F** at all times during the term of this Grant.

18. Colorado Special Provisions (Colorado Fiscal Rule 3-3)

A. Statutory Approval. §24-30-202(1) C.R.S.

This Grant Award Letter shall not be valid until it has been approved by the Colorado State Controller or designee. If this Grant Award Letter is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Grant Award Letter shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. Fund Availability. §24-30-202(5.5) C.R.S.

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.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Grant Award Letter shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. Independent Contractor.

Grantee shall perform its duties hereunder as an independent contractor 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 shall not have authorization, express or implied, to bind the State to any agreement, liability, or understanding, except as expressly set forth herein. 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. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Grant Award Letter. 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.

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E. Compliance with Law.

Grantee shall 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, Jurisdiction, and Venue.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Grant Award Letter. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Grant Award Letter shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. Prohibited Terms.

Any term included in this Grant Award Letter that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Grant Award Letter shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. Software Piracy Prohibition.

State or other public funds payable under this Grant Award Letter 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 Award Letter 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 Award Letter, including, without limitation, immediate termination of this Grant Award Letter and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. Employee financial Interest/Conflict of Interest. §§24-18-201 and 24-50-507 C.R.S.

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 Award Letter. Contractor 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.

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Exhibit A - Sample Option Letter

State Agency

[Insert Department's or IHE's Full Legal Name]

Grantee

[Insert Grantee's Full Legal Name, including "Inc.", "LLC", etc.]

Grantee UEI

[Insert Grantee UEI]

Current Agreement Maximum Amount

Initial Term

State Fiscal Year [20XX] [$0.00]

Extension Terms

State Fiscal Year [20XX] [$0.00]

State Fiscal Year [20XX] [$0.00]

State Fiscal Year [20XX] [$0.00]

State Fiscal Year [20XX] [$0.00]

Total for All State Fiscal Years [$0.00]

Option Letter Number

[Insert the Option Number (e.g. "1" for the first option)]

Original Agreement Number

[Insert CMS number or Other Agreement Number of the Original Agreement]

Option Agreement Number

[Insert CMS number or Other Agreement Number of this Option]

Agreement Performance Beginning Date

[Month Day, Year]

Current Agreement Expiration Date

[Month Day, Year]

Options:

A. Option to extend for an Extension Term
B. Option to change the quantity of Goods under the Agreement
C. Option to change the quantity of Services under the Agreement
D. Option to modify Agreement rates
E. Option to initiate next phase of the Agreement

Required Provisions:

1. For use with Option 1(A): In accordance with Section(s) [Number] of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning [Insert start date] and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.

2. For use with Options 1(B and C): In accordance with Section(s) [Enter Section(s) number] of the Original Agreement referenced above, the State hereby exercises its option to

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[Increase/Decrease] the quantity of the [Goods/Services or both] at the rates stated in the Original Agreement, as amended.

3. For use with Option 1(D): In accordance with Section(s) [Enter Section(s) number] of the Original Agreement referenced above, the State hereby exercises its option to modify the Agreement rates specified in [Enter Exhibit/Section] [Enter Number/Letter]. The Agreement rates attached to this Option Letter replace the rates in the Original Agreement as of the Option Effective Date of this Option Letter.

4. For use with Option 1(E): In accordance with Section(s) [Enter Section(s) number] of the Original Agreement referenced above, the State hereby exercises its option to initiate Phase [indicate which Phase: 2, 3, 4, etc.], which shall begin on [Insert start date] and end on [Insert ending date] at the cost/price specified in Section [Enter Section(s) number].

5. For use with all Options that modify the Agreement Maximum Amount: The Agreement Maximum Amount table on the Agreement's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above.

Option Effective Date:

The effective date of this Option Letter is upon approval of the State Controller or [Enter date], whichever is later.

State of Colorado

Jared S. Polis, Governor

[INSERT-Name of Agency or IHE]

[INSERT-Name & Title of Head of Agency or IHE]

_____

By: [Name & Title of Person Signing for Agency or IHE]

Date: _____

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

State Controller

Robert Jaros, CPA, MBA, JD

By:_____

[Name of Agency or IHE Delegate-Please delete if agreement will be routed to OSC for approval]

Option Effective

Date:_____

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Exhibit B - Grant Requirements

1. Audit Requirements

   A. Due Date

      i) Project Start

      The Grantee must submit the most recent audit or financial review, including the corresponding governance/management letter, to DCJ within thirty (30) days of request; and, if the most recent audit/financial review has not already been submitted to DCJ, it must be submitted within thirty (30) days of the start of this project.

      ii) Project Duration and End

      The Grantee assures that it will procure an audit or financial review, incorporating this grant award, by an independent Certified Public Accountant (CPA), licensed to practice in Colorado. The audit or financial review incorporating this grant award must be completed and received by DCJ within nine (9) months of the end of the fiscal years that includes the end date of the grant, or within thirty (30) days of the completion of such audit or review, whichever is earlier.

   B. Report/Audit Type

      i) If your entity expended $750,000* or more in Federal funds (from all sources including pass-through subawards) in your organization's fiscal year (12-month turnaround reporting period), your organization is required to arrange for a single organization-wide audit conducted in accordance with the provisions of Title 2 C.F.R. Subpart F (§ 200.500 et seq.)

      ii) If your entity expends less than $750,000 in Federal funds (from all sources including pass-through subawards) in your organization's fiscal year (12-month turnaround reporting period), your organization is required to arrange for either an audit or financial review as follows:

         a. Grantees that have revenue greater than $300,000 from all sources during the entity's fiscal year are required by DCJ to obtain a financial audit.

         b. Grantees that have revenue less than $300,000 from all sources during the entity's fiscal year are required by DCJ to obtain a financial audit or financial review. A compilation is not sufficient to satisfy this requirement.

         c. Fiscal years beginning on or after October 1, 2024, shall replace the $750,000 threshold with $1,000,000.

   C. Report/Audit Costs

      The Grantee accepts responsibility for the costs of a financial program audit to be performed by the Department of Public Safety in the event that the audit report or financial review:

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i) does not meet the applicable federal audit or DCJ standards;

ii) is not submitted in a timely manner; or,

iii) does not provide an audit response plan with corresponding corrections made sufficient to satisfy any audit findings.

D. Failure to Comply

The grantee understands and agrees that DCJ or the federal awarding office (DOJ) may withhold award funds, or may impose other related requirements, if the grantee does not satisfactorily and promptly address outstanding issues from audits required by Part 200 Uniform Requirements, by the terms of this award, by the current addition of the DOJ Grants Financial Guide, or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

2. Additional Reporting Requirements

In addition to quarterly report requirements these grant funds may have additional report requirements. The additional reports may include, but is not limited to, reporting progress and statistics directly into a federal Performance Management Tool (PMT).

3. Financial and Administrative Management

A. The Grantee assures that fund accounting, auditing, monitoring, evaluation procedures and such records as necessary will be maintained to assure adequate internal fiscal controls, proper financial management, efficient disbursement of funds received, and maintenance of required source documentation for all costs incurred. These principles must be applied for all costs incurred whether charged on a direct or indirect basis.

B. All expenditures must be supported by appropriate source documentation. Only actual, approved, allowable expenditures will be permitted.

C. The Grantee assures that it will comply with the applicable Administrative Guide of the Division of Criminal Justice (Guide), located at the Division of Criminal Justice Grants website. However, such a guide cannot cover every foreseeable contingency, and the Grantee is ultimately responsible for compliance with applicable state and federal laws, rules and regulations. In the event of conflicts or inconsistencies between the Guide and any applicable state and federal laws, rules and regulations, such conflicts or inconsistencies shall be resolved by applicable state and federal laws, rules and regulations.

4. Procurement and Contracts

A. Grantee assures that open, competitive procurement procedures will be followed for all purchases under the grant. All contracts for professional services, of any amount, and equipment purchases over five thousand dollars (per item, with a useful life of at least one year) must receive prior approval by the DCJ. Grantee shall submit Form 16 – Professional Services/Consultant Certification and/or Form 13 – Equipment Procurement Certification Form.

B. Grantee may not assign its rights or duties under this grant without the prior written consent of the DCJ.

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5. Award Change Requests

   Grantee may request budget modifications by submitting a request to DCJ. DCJ reserves the right to make and authorize modifications, adjustments, and/or revisions to the Contract for the purpose of making changes in budget categories, extensions of grant award dates, changes in goals and objectives, and other modifications as described in the body of the Contract.

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Exhibit C – Special Conditions

Grant Specific

The following program specific requirements are imposed by the Federal concerning special requirements of law, program requirements, and other administrative requirements. These requirements apply to this Agreement and must be passed on to subgrant award recipients.

The following Special Conditions documents, if checked, are incorporated herein.

X 2024 Victims of Crime Act (VOCA) Special Conditions

X 2023 Victims of Crime Act (VOCA) Special Conditions

Additional Program Specific Conditions applicable to this Agreement.

1. **Payment to vendors exceeding $50,000 during the grant period**: Grantee is required to track payments to each professional services/consultant contract to ensure that if the cumulative payment to the specific vendor exceeds the $50,000 threshold during the two-year grant period, this excess and any remaining payments to this vendor are not included in the Modified Total Direct Cost (MTDC) calculation for purposes of requesting reimbursement of the de minimis rate for indirect funds as described in 2 C.F.R. 200.414(f).

2. **Financial Assistance for Victims:** Payments of financial assistance for victims cannot be made directly to victims, including the use of gift cards, and can only be used for eligible purposes as described in your approved budget or as authorized by your Grant Program Manager on a case by case basis.

3. **Subawards:** Grantee shall not enter into any subgrant without the prior, written approval of the State. Grantee is responsible for compliance monitoring for all subgrants entered into by Grantee in connection with this Agreement. This includes, but is not limited to, collecting documentation, certifications, and/or other monitoring techniques to ensure that the following are met by the subgrantee:

   - Federal Debarment standards
   - Civil Rights Compliance
   - Exhibit C of this Agreement must be passed through to subgrantee, and monitored by Grantee.
   - Exhibit F of this Agreement must be passed through to subgrantee, and monitored by Grantee.
   - 2 CR 200 Subrecipient Monitoring and Management: §200.331 - §200.332

   All subgrants entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement. The subgrant entered into by Grantee shall also contain provisions permitting both Grantee and the State to perform all monitoring of that subgrantee in accordance with the Uniform Guidance.

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4. **Match Waived:** The Office for Victim Programs (OVP) has waived the match requirement for applicants applying for and receiving CY 2026 VOCA funding due to continued depletion of state and local funds that assists most programs in meeting the Federally mandated match requirement. Grantees have the right to decline this match waiver and provide voluntary match and should contact their grant program manager if they wish to do so. This waiver is only applicable to this subaward project period of January 1, 2026 – December 31, 2026.

5. All subgrants entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement. The subgrant entered into by Grantee shall also contain provisions permitting both Grantee and the State to perform all monitoring of that subgrantee in accordance with the Uniform Guidance. Grantee Agency must notify the Office for Victims Programs (OVP) immediately in writing, in the method determined by DCJ, of:
    - any CVS grant funded personnel changes;
    - any CVS grant funded position that is vacant for 45 days;
    - any change of an Official and/or employee who is listed as responsible party on this CVS grant funded project.

6. State Confidentiality of Victims Information: The Grantee Agency certifies that the signing authorities, all staff and volunteers assigned to the project have read and understand, state laws and applicable rules of professional conduct related to issues of confidentiality and privilege, particularly with respect to releasing identifying information about victims of crime, include, but not limited to, those found in C.R.S. §13-90-107.

7. Colorado Victims Rights Act (Applies to Government Agencies only): The Grantee Agency assures that the application signatories, all staff and all volunteers assigned to the funded project have read and understand the rights afforded to crime victims pursuant to §24-4.1-302.5 C.R.S., and the services delineated pursuant to §24-4.1-303 and 24-4.1-304 C.R.S., commonly known as the Victim Rights Act, and enabling legislation.

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Exhibit D – Statement of Work

The Statement of Work contained within the DocuSign Envelope is incorporated herein.

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Exhibit E – Budget

The Budget and Budget Narrative contained within the DocuSign Envelope is incorporated herein.

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Exhibit F – Federal Requirements

The following federal requirements are imposed by the Federal sponsoring agency concerning special requirements of law. These requirements apply to this Agreement and must be passed on to subgrants and subcontractors.

The following **DOJ Federal Requirements** document(s) are incorporated herein.

X 2024 Federal Requirements

X 2023 Federal Requirements

The following federal requirements are required by the **Colorado Office of the State Controller Federal Provisions**. These requirements apply to this Agreement and must be passed on to subgrants and subcontractors.

☒ 2025 State Controller Federal Provisions

In the event of a conflict of inconsistency between the DOJ Federal Requirements and the Colorado Office of the State Controller Federal Provisions, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. DOJ Federal Requirements
2. Colorado Office of the State Controller Federal Provisions

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2023 – Victims of Crime Act (VOCA) Crime Victim Assistance Special Conditions

Federal Award Number: 15POVC-23-GG-00390-ASSI

A. VOCA Programmatic Requirements

1. **Volunteers:** Programs are required to use volunteers in order to be eligible to receive VOCA funds. The state may waive this requirement, provided the programs submits written documentation of its efforts to recruit and maintain volunteers, or otherwise demonstrate why circumstances prohibit the use of volunteers to the satisfaction of the state.
2. **Help Victims Apply for Compensation Benefits.** Such assistance may include, but is not limited to, referring potential recipients to an organization that can assist, identifying crime victims and advising them of the availability of compensation benefits, assisting potential recipients with application forms and procedures, obtaining necessary documentation, monitoring claim status, and intervening on behalf of potential recipients with the crime victims' compensation program.
3. The grantee agrees to submit a Subgrant Award Report (SAR) part 2 (or other required grant management system forms) to the Division of Criminal Justice within 30 days of receiving an award, or when requested by DCJ.
4. Demographic Data

   The grantee and their subgrantees (if applicable) assure() that they will collect and maintain demographic and service delivery information for victims receiving assistance, where such information is voluntarily furnished by the victim, in accordance with federal data reporting requirements..

B. Victims of Crime Act (VOCA) Requirements for Grantees:

This grant award provides funds from the Crime Victims Fund to enhance State Victim Assistance payments to eligible crime victims. Victims of Crime Act (VOCA) Assistance funds provide financial assistance to Federal and State victims of crime.

1. All grantees of funding under this award must assist the Office of Justice Programs (OJP) in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subrecipient or third party. Accordingly, prior to obligating funds for any of the activities specified below, the grantee must first ensure compliance with OJP NEPA procedures.

   The specified activities requiring environmental analysis are:

   (1) New construction

   (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species

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(3) A renovation that will change the basic prior use of a facility or significantly change its size

(4) Research and technology whose anticipated and future application could be expected to have an effect on the environment

(5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories)

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by OJP. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.

For more information about NEPA requirements, including which projects may qualify for categorical exclusions, and the preparation of an environmental review documents, please see

https://ceq.doe.gov/docs/get-involved/citizens-guide-to-nepa-2021.pdf

Questions about this determination may be directed to DCJ.

2. VOCA Requirements

   The grantee assures that the State and its subrecipients will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the State certifies that funds under this award will:

   a) be awarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);

   b) not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2), or for administering the state victim assistance program, 34 U.S.C. 20110(h); and

   c) be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.

3. **Discrimination Findings**

   The grantee assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the grantee will forward a copy of the findings to the Division of Criminal Justice (DCJ).

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2024 – Victims of Crime Act (VOCA) Crime Victim Assistance Special Conditions

A. VOCA Programmatic Requirements:

1. **Volunteers:** Programs are required to use volunteers in order to be eligible to receive VOCA funds. The state may waive this requirement, provided the programs submits written documentation of its efforts to recruit and maintain volunteers, or otherwise demonstrate why circumstances prohibit the use of volunteers to the satisfaction of the state.
2. **Help Victims Apply for Compensation Benefits.** Such assistance may include, but is not limited to, referring potential recipients to an organization that can assist, identifying crime victims and advising them of the availability of compensation benefits, assisting potential recipients with application forms and procedures, obtaining necessary documentation, monitoring claim status, and intervening on behalf of potential recipients with the crime victims' compensation program.
3. The grantee agrees to submit a Subgrant Award Report (SAR) part 2 (or other required grant management system forms) to the Division of Criminal Justice within 30 days of receiving an award, or when requested by DCJ.
4. Demographic Data

   The grantee and their subgrantees (if applicable) assure(s) that they will collect and maintain demographic and service delivery information for victims receiving assistance, where such information is voluntarily furnished by the victim, in accordance with federal data reporting requirements.

B. Victims of Crime Act (VOCA) Requirements for Grantees:

The following program specific requirements are imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements. These requirements apply to this Agreement and must be passed on to subgrant award recipients.

1. All grantees of funding under this award must assist the Office of Justice Programs (OJP) in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subrecipient or third party. Accordingly, prior to obligating funds for any of the activities specified below, the grantee must first ensure compliance with OJP NEPA procedures.

   The specified activities requiring environmental analysis are:

   (1) New construction

   (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species

   (3) A renovation that will change the basic prior use of a facility or significantly change its size

   (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment

   (5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories)

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Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by OJP. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.

For more information about NEPA requirements, including which projects may qualify for categorical exclusions, and the preparation of an environmental review documents, please see

https://ceq.doe.gov/docs/get-involved/citizens-guide-to-nepa-2021.pdf

Questions about this determination may be directed to DCJ.

2. Meaningful access requirement for individuals with limited English proficiency

   The recipient, and any subrecipient at any tier, must take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (https://www.federalregister.gov/d/02-15207) and is incorporated by reference here.

3. Requirements related to "de minimis" indirect cost rate

   A grantee that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise DCJ in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

4. Employment eligibility verification for hiring under the award

   a. The grantee (and any subrecipient at any tier) must--

      i. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the grantee (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

      ii. Notify all persons associated with the grantee (or any subrecipient) who are or will be involved in activities under this award of both--

         1. this award requirement for verification of employment eligibility, and

         2. the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

      iii. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

      iv. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

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b. Monitoring

The grantee's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

c. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

d. Rules of construction

i. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all grantee (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

ii. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the grantee (or any subrecipient) may choose to participate in, and use, E-Verify (www.everify.gov), provided an appropriate person authorized to act on behalf of the grantee (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

iii. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

iv. Nothing in this condition shall be understood to authorize or require any grantee, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

v. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any grantee, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to DCJ, before award acceptance.

5. **Reclassification of various statutory provisions to a new Title 34 of the United States Code**

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to DOJ awards (that is, DOJ grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in

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award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

6. **Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000**

   The grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- DOJ considers a procurement "contract" (and therefore does not consider a subaward).

   The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here.

7. **Compliance with restrictions on the use of federal funds - prohibited and controlled equipment under OJP awards**

   Consistent with Executive Order 14074, “Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety,” OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the grantee, and any subrecipient (“subgrantee”) at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the “controlled equipment list.”

   The details of the requirement are posted on the OJP web site at https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment (Award condition: Compliance with restrictions on the use of federal funds: Prohibited and Controlled Equipment under OJP awards), and are incorporated by reference here.

8. The grantee, and any subrecipient ("subgrantee") at any tier, must receive approval from DCJ prior to issuing a subaward or a procurement contract under this award.

9. **Discrimination Findings**

   The grantee assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the grantee will forward a copy of the findings to DCJ.

10. VOCA Requirements

    The grantee assures that it and its subrecipients will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the State certifies that funds under this award will:

    a. be awarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);

    b. not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2), or for administering the state victim assistance program, 34 U.S.C. 20110(h); and

    c. be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.

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EXHIBIT D, STATEMENT OF WORK

Agency Information

Agency Name: City of Fort Collins/Police Services

Project Title: Victim Services Unit

Source of Funding

(●) VOCA/General Funds ( ) S.T.O.P. VAWA ( ) SASP

Project Description Section

Activities

Describe the project, staff and services your organization will provide with these grant funds. Only include information on grant-funded activities and services to be provided by grant-funded staff on grant-funded time. Do not include activities that are out-of-scope based on your funding source.

The Victim Services Unit (VSU) consists of trauma-informed, trained Professional Staff and community volunteers authorized by Fort Collins Police Services to provide 24- hour crisis intervention, immediate support, Victim Rights Amendment (VRA) Notifications pursuant to 24-4.1-203.5 C.R.S. to victims and witnesses of crime. The majority of the VRA mandated critical stages and notifications that follow are monitored and completed by the VSU including but not limited to, assistance with crime victim compensation, notification of cases status, arrest and citations, the issuance of arrest warrants, custody status of the offender and providing guidance to the victim through the bond process that happens six days a week. We also assist victims with contacting community resources to aid in meeting their immediate needs.

Our School Resource Officers (SRO) are involved with many of the original reports of the incident and may continue to assist with the investigation because of the rapport they have already developed with these children due to their day-to-day interactions in the schools. Often, children are already comfortable with the SROs and are more likely to open up to them with the details of the case. It is important to ensure the children and their families receive the immediate support a victim advocate can offer during the reporting process, as well as provide the appropriate community resources to the parents/guardians. Having a victim advocate work closely with the SRO team and school administration has proven to be very successful for our agency. This project will, in part, fund a victim advocate assigned to work with children under the age of 18 who are experiencing child abuse or sexual violence. The goal of this role is to respond directly to the school to provide immediate and follow up support.

The advocate will also work closely with the Crimes Against Persons (CAPU) team. CAPU detectives specialize in working with and investigating major cases including sexual assault on both adults and children. In the situation where an investigation of a case will take a large amount of time the case will likely be transferred from the SRO to a CAPU detective as we have seen more recently. Unfortunately, these cases do not get assigned to a detective right away due to case load of each individual detective. To aid in bridging the gap between cases that leave SRO and are transferred to CAPU, the victim advocate will be assigned as the families' first point of contact, provide regular communication to ensure that the victim(s) have support and a contact person within law enforcement. Throughout that time, the victim advocate will provide crisis counseling, referrals to other community resources and will often make a referral directly to a community-based agency for long term support, assistance with Crime Victim Compensation and make frequent calls to update the victim of the status of the investigation once it is assigned to a detective.

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EXHIBIT D, STATEMENT OF WORK

In the summer months when school is not in session, we anticipate a larger number of cases being assigned to the CAPU team while the majority of the SRO's are on break as well. The victim advocate's working relationship with both the CAPU and SRO units is imperative to provide support, advocacy and Victims' Rights Amendments notifications to child abuse and child sexual assault victims and their parent/guardians year-round.

The advocate will also work with the parents of these victims, educating them on crisis reactions children will go through, signs to watch for, and navigation of the criminal justice process. If criminal charges are filed, the advocate is instrumental in guiding the victim and parents through the upcoming bond hearing event, as well as educating them on what the District Attorney's Victim Witness Unit does, often doing an in-person hand off to the DA advocate who will be taking over the case.

There are unfortunately many cases where officers/detectives are unable to make an arrest for a variety of reasons. However, these victims and their parents/guardians are still very much in need of further support and referrals to community resources. The victim advocate assigned to work with the school-age victims has shown to be instrumental in the ongoing support for these children and families until they are able to secure the assistance they need to heal from this event. This includes finding counseling that can help with the healing, support such as moving to a different school, or even the family completely relocating from their current home or this city. This advocate works closely with not only school officials (SROs, school counselors, etc.) but also with the Department of Human Services - Child Protection.

The victim advocate working these cases must be aware of social and cultural issues surrounding sexual assault cases. Social media has become a huge weapon in many of these cases. Pictures and messages can be spread through the Internet quickly and can cause lasting traumatic damage to victims. Many of these victims already feel guilty for being in the situation in the first place, and it is even harder for them to have to tell adults what has happened to them. Rumors start about the child by other students, there can be name calling and victim blaming, and often bullying will follow when a victim has made a report. This is one of the main reasons why older children do not want to follow through with the process. The advocate can help work with the victim and family to prepare for what can be done if these unfortunate situations take place.

We also see cultural issues coming in to play when it comes to reporting sexual assault on children. It may not be culturally acceptable for a police report to be made, or for the topic to even be discussed in some cultures and families. Religious beliefs can also have unbearable consequences for victims. Children who do not have the support of a parent or guardian can suffer from long term issues. Again, this is where the victim advocate assigned to these cases can step in and help.

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EXHIBIT D, STATEMENT OF WORK

Victim Services Project Data

Crime Types

Provide the number of victims (primary and secondary) to be served by Crime Victim Services (CVS) grant-funded personnel during the 12-month project.

Est. # Victims	% of Victims	Type of Crime	Est. # Victims	% of Victims	Type of Crime
Child Abuse	38%		0	0%	Bullying (Verbal, Cyber or Physical)
53	38%	Child Physical Abuse or Neglect	0	0%	Burglary
Domestic and Family Violence	0%		0	0%	Child Pornography
0	0%	Domestic and/or Family Violence	0	0%	Hate Crime
Sexual Assault	62%		0	0%	Human Trafficking: Labor
85	62%	Child Sexual Abuse/Assault	0	0%	Human Trafficking: Sex
0	0%	Adult Sexual Assault	0	0%	Kidnapping (noncustodial)
Underserved	0%		0	0%	Kidnapping (custodial)
Underserved - Violent Crimes	0%		0	0%	Mass Violence (domestic/international)
0	0%	Adult Physical Assault (includes Aggravated and Simple Assault)	0	0%	Other Vehicular Victimization (Examples: Hit and Run)
0	0%	Adults Sexually Abused/Assaulted as Children	0	0%	Stalking/Harassment/Menacing
0	0%	DUI/DWI Incidents	0	0%	Teen Dating Victimization
0	0%	Elder Abuse or Neglect	0	0%	Terrorism (domestic/international)
0	0%	Robbery	0	0%	Other (Explain)
0	0%	Survivors of Homicide Victims	Other, Nonviolent crimes	0%	
Underserved - Other Violent Crimes	0%		0	0%	Identity Theft/Fraud/Financial Crime
0	0%	Arson	0	0%	Other (Explain)

Total Unduplicated Victims Estimated to be Served During the Grant Period = 138

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EXHIBIT D, STATEMENT OF WORK

Types of Services

Check the service types to be provided by grant-funded personnel only; not your organization as a whole.

Type of Service	Type of Service (Continued)
Information & Referral	☐ Other therapy (Includes: traditional, cultural, or alternative healing; art, writing or play therapy, etc.)
☒ Information about the criminal justice process	☐ Individual counseling
☒ Information about victim rights, how to obtain notifications, etc.	☐ Support groups (facilitated or peer)
☒ Referral to other victim service programs	☐ Emergency financial assistance
☒ Referral to other services, supports & resources (Includes: legal, medical, faith-based, address confidentiality, etc.)	**Shelter/Housing Services**
☒ Assistance with victim compensation (Includes: providing brochures, gathering necessary documents for an application, completing application, etc.)	☐ Emergency shelter or safe house
Personal Advocacy/Accompaniment	☐ Transitional housing
☒ Victim advocacy/accompaniment to emergency medical care	☒ Relocation assistance (Includes assistance with obtaining housing)
☒ Victim advocacy/accompaniment to medical forensic exam	**Criminal/Civil Justice System Assistance**
☒ Law enforcement interview advocacy/ accompaniment	☒ Notification of criminal justice events
☒ Individual advocacy (Includes: assistance applying for public benefits, return of personal property)	☐ Victim impact statement assistance
☐ Performance of medical or nonmedical forensic exam or interview, or medical evidence collection	☐ Assistance with restitution (Includes: assistance in requesting and when collection efforts are not successful)
☐ Immigration assistance provided by an advocate (Includes: special visas, continued presence application, and other immigration relief)	☐ Civil legal assistance in obtaining protection or restraining order
☒ Intervention with employer, creditor, landlord, or academic institution	☐ Civil legal assistance with family law issues (Includes: Custody, visitation or support)
☐ Child or dependent care assistance - includes coordination of services	☐ Other emergency justice-related assistance
☐ Transportation Assistance- includes coordination of services	☐ Immigration assistance provided by an attorney or paralegal
☐ Interpreter services	☐ Prosecution interview advocacy/accompaniment (Includes accompaniment with prosecuting attorney and victim/witness)
Emotional Support or Safety Services	☒ Law enforcement interview advocacy/ accompaniment
☒ Crisis intervention (in-person, includes safety planning, etc.)	☐ Criminal justice advocacy/accompaniment
☐ Hotline/crisis line counseling	☐ Other legal advice and/or counsel
☒ On-scene crisis response	

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EXHIBIT D, STATEMENT OF WORK

Goals and Objectives

Number of Goals Needed *(choose one)*: ☐ 1 ☐ 2 ☐ 3 ☒ NA

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EXHIBIT E, BUDGET

Grantee Information

Agency Name: City of Fort Collins/Police Services

Project Title: Victim Services Unit

Match Required

○ Yes ◉ No

Total 12-Month Budget

Personnel Budget

Position 1

Position Title: Victim Witness Specialist

Employee Name: Julia Quezada

Total # hours per week position works for the agency (max= 40 hrs): 40

	Annual Budget (12 Months)	% to be paid by the Grant	Amount to be paid by the Grant (12 months)
Salary:	$82,548.00	21.48%	$17,731.31
Fringe/Benefits:	$19,984.00	21.48%	$4,292.56
Additional Funding for Position:	State VALE Grant		$22,023.87

Calculation/Narrative:

The amount is calculated based on a pay rate of between $32-$35/hour and an estimated cost of benefits for 2026 at $19,984. This rate of pay is comparable to other advocacy positions and would be a pay increase for the currently funded grant position. This amount also includes an estimate of potential overtime and city required on-call pay at the rate of 1.5 hours of straight pay for a 24 hour shift. Based on the average number of on-call shifts each month and capping overtime, the estimated cost of on-call and overtime in 2026 is $7200. VOCA will pay a small percentage with the rest being funded by requested State VALE funds. Final decisions on VALE awards should be announced in November of 2025.

This Victim Advocate will be assigned as the lead victim advocate for crimes of violence against children specifically child sexual violence and child abuse. She will work closely with the School Resource Officers and be available to respond directly to the schools to provide immediate support to victims as they make initial reports to law enforcement and continue t

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EXHIBIT E, BUDGET

	follow up directly with the victim and parents/guardians through he investigative process.

Add another personnel position | Delete last personnel position

Total Personnel Budgeted:	$22,024.00

Supplies & Operating Budget *(use whole numbers)*

List Supplies & Operating Expense	Total to be Paid by the Grant for 12 Months
N/A	
Calculation/Narrative:	

Add another supply item | Delete last supply item

Total Supplies & Operating Budgeted:	

Travel Budget

List Itemized Travel Expense (Transportation, Per Diem, etc.)	Total to be Paid by the Grant for 12 Months
N/A	
Calculation/Narrative:	

Add another travel line item | Delete last travel line item

Total Travel Budgeted:	

Equipment Budget

List Itemized Equipment Cost (durable, single item $10,000 and over)	Total to be Paid by the Grant for 12 Months
N/A	
Calculation/Narrative:	

Add another equipment line item | Delete last equipment line item

Total Equipment Budgeted:	

Consultants/Contracts Budget

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EXHIBIT E, BUDGET

List Consultants/Contracts Expense	Hourly Rate of Pay	Total to be Paid by the Grant for 12 Months
N/A		
Calculation/Narrative:		

Add another consultant/contracts line | Delete last consultant/contracts line

Total Consultants/Contracts Budgeted:	

Indirect Budget

If you do not have a federally negotiated indirect rate, OVP has developed an Indirect Cost Calculator Tool (Excel) to assist you with calculating your 15% de minimis rate.

Indirect Cost Rate %	Indirect Cost Rate Calculation	Total Indirect to be Paid by the Grant for 12 Months

Total Indirect Budgeted:	

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EXHIBIT E, BUDGET

Grant Budget Summary

Budget Categories	Funding Budget	Cash Match	In-Kind Match	Category Totals
Personnel	$22,024.00			$22,024.00
Supplies and Operating				
Travel				
Equipment				
Consultants/Contracts				
Indirect Costs				
Totals	$22,024.00			$22,024.00
Total CVS Funds:				$22,024.00

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Federal Awards issued from 2023 Federal Grant Funds

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A. INTRODUCTION [NEW FOR 2023]

Each year the Division of Criminal Justice (DCJ) performs a detailed assessment of the federal legal requirements to generate this exhibit. The DCJ has incorporated these notations into this document to call out differences from prior years. Minor changes that do not change the requirement, such as typographical errors or formatting will not be noted as a change.

1. APPLICABILITY

[Same as years: 2018, 2019, 2020, 2021, 2022]

The DCJ issues federal grants from two Department of Justice (DOJ) offices: the Office of Justice Programs (OJP) and the Office on Violence Against Women (OVW). All award conditions set out below apply to both OJP and OVW funded grants, with the exception of the conditions labeled as: “Recipients of OVW grant dollars only” or “Recipients of OJP grant dollars only” which only apply to OVW funded awards.

References to the **DOJ** apply to both OJP and OVW funded grants.

Individual awards will also include special conditions. Those additional conditions may relate to the particular statute, program, or solicitation under which the award is made; the substance of the funded application; the grantee's performance under other federal awards; the grantee's legal status (e.g., as a for-profit entity); or to other pertinent considerations.

2. RECIPIENT

[Same as years: 2018, 2019, 2020, 2021, 2022]

For the purposes of this document, the term “recipient” refers to the Legal Entity Name listed on the Division of Criminal Justice (DCJ) Grant Award Document issued to a grantee receiving federal grants funds from DCJ. The term “Recipient” and “Grantee” are interchangeable within this Exhibit.

3. ENSURING COMPLIANCE OF SUBGRANTEES (SUBRECIPIENTS)

[Same as years: 2018, 2019, 2020, 2021, 2022]

Grantee is responsible for notifying any subgrantee (subrecipient), issued under this grant, of all provisions herein. Grantee is responsible for monitoring any subgrantee (subrecipient) for compliance with all the provisions herein.

4. GENERAL CONDITIONS

B. Requirements of the award; remedies for non-compliance or for materially false statements

[Same as years: 2020, 2021, 2022]

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

> **OJP Awards Only:** Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

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By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Division of Criminal Justice (DCJ), Office of Justice Programs ("OJP") or Office on Violence Against Women ("OVW") taking appropriate action with respect to the recipient and the award. Among other things, the Department of Justice "DOJ" may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, and DCJ also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

C. Applicability of Part 200 Uniform Requirements

[Same as years: 2018, 2019, 2020, 2021, 2022 - except as highlighted]

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2023 award from the DOJ.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2023 award supplements funds previously awarded by DOJ under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2023 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to DOJ awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334, 200.337.

In the event that an award-related question arises from documents or other materials prepared or distributed by the DOJ that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact DCJ promptly for clarification.

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D. Compliance with DOJ Grants Financial Guide

[Same as years: 2018, 2019, 2020, 2021, 2022]

The grantee agrees to comply with the current edition of the DOJ Grants Financial Guide as posted on the website, including any updated version that may be posted during the period of performance. References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance.

E. Reclassification of various statutory provisions to a new Title 34 of the United States Code

[Same as years: 2018, 2019, 2020, 2021, 2022]

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to DOJ awards (that is, DOJ grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

F. Requirements related to "de minimis" indirect cost rate

[Same as years: 2018, 2019, 2020, 2021, 2022]

A grantee that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements

G. Requirement to report potentially duplicative funding

[Same as years: 2018, 2019, 2020, 2021, 2022]

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify DCJ in writing of the potential duplication, and, if so requested by DCJ, must seek a budget-modification and change-of-project to eliminate any inappropriate duplication of funding.

H. Requirements related to System for Award Management and Universal Identifier Requirements/Unique Entity Identifiers

[Same as years: 019, 2020, 2021, 2022 - except as highlighted]

The grantee must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/SAM/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

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The grantee must comply with applicable restrictions on subawards Grantees, including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the grantee's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm and the OVW website at https://www.justice.gov/ovw/award-conditions (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

I. Employment eligibility verification for hiring under the award

[Same as years: 2019, 2020, 2021, 2022]

1. The grantee (and any subrecipient at any tier) must—

   a. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

   b. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both —

      (1) this award requirement for verification of employment eligibility, and

      (2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

   c. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

   d. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring. The grantee's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

   a. Staff involved in the hiring process

   b. For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient)

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officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

c. Employment eligibility confirmation with E-Verify

d. For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

e. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

f. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

g. Nothing in this condition, including in paragraph 4.b., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to DCJ, before award acceptance.

J. Requirement to report actual or imminent breach of personally identifiable information (PII)

[Same as years: 2018, 2019, 2020, 2021, 2022 - except as highlighted]

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an DOJ grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an DOJ Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

K. All subawards ("subgrants") and contracts must have DCJ authorization

[Same as years: 2018, 2019, 2020, 2021, 2022]

The grantee, and any subrecipient ("subgrantee") at any tier, must receive approval from DCJ prior to issuing a subaward or a procurement contract under this award.

L. Specific post-award approval required to use a noncompetitive approach in any procurement contract

[Same as years: 2018, 2019, 2020, 2021, 2022]

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The grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract. This condition applies to agreements that -- for purposes of federal grants administrative requirements – OJP or OVW considers a procurement "contract" (and therefore does not consider a subaward).

M. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and DOJ or DCJ authority to terminate award)

[Same as years: 2021, 2022]

The grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the grantee's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm and the OVW web site at https://www.justice.gov/ovw/award-conditions (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and DOJ authority to terminate award)), and are incorporated by reference here.

N. Determination of suitability to interact with participating minors

[Same as years: 2021, 2022]

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ) (or in the application for any subaward at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm and OVW web site at https://www.justice.gov/ovw/award-conditions (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

O. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

[Same as years: 2018, 2019, 2020, 2021, 2022]

The grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

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Recipients of OVW grant dollars only: Additional information on the pertinent to this award appears on the OVW website at https://www.justice.gov/ovw/conference-planning.

P. Requirement for data on performance and effectiveness under the award

[Same as years: 2020, 2021, 2022]

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to DCJ and/or DOJ in the manner (including within the timeframes) specified by DCJ in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Q. Training Guiding Principles

[Same as years: 2018, 2019, 2020, 2021, 2022]

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with DOJ award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm , or the OVW Training Guiding Principles for Grantees and Subgrantees, available at https://www.justice.gov/ovw/resources-and-faqs-grantees#Discretionary.

R. Effect of failure to address audit issues

[Same as years: 2018, 2019, 2020, 2021, 2022]

The recipient understands and agrees that the DCJ or the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DCJ or DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

S. Potential imposition of additional requirements

[Same as years: 2018, 2019, 2020, 2021, 2022]

The recipient agrees to comply with any additional requirements that may be imposed by the DCJ during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DCJ high-risk grantee list.

T. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

[Same as years: 2018, 2019, 2020, 2021, 2022]

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

U. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

[Same as years: 2018, 2019, 2020, 2021, 2022]

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

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V. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

[Same as years: 2018, 2019, 2020, 2021, 2022]

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

W. Restrictions on "lobbying" and policy development

[Same as years: 2018, 2019, 2020, 2021, 2022 - except as highlighted]

In general, as a matter of federal law, federal funds awarded by DOJ may not be used by the grantee, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Recipients of OVW grant dollars only:

The recipient, or any subrecipient ("subgrantee") may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. § 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

Another federal law generally prohibits federal funds awarded by DOJ from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact DCJ for guidance, and may not proceed without the express prior written approval of DCJ and the DOJ awarding agency (OJP or OVW, as appropriate).

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X. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2023)

[Same as years: 2021, 2022 - except as highlighted]

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2023, are set out at https://ojp.gov/funding/Explore/FY23AppropriationsRestrictions.htm, https://www.justice.gov/ovw/award-conditions, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact DCJ for guidance, and may not proceed without the express prior written approval of DCJ.

Y. Reporting potential fraud, waste, and abuse, and similar misconduct

[Same as years: 2020, 2021, 2022 - except as highlighted]

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at http://www.usdoj.gov/oig.

Z. Restrictions and certifications regarding non-disclosure agreements and related matters

[Same as years: 2018, 2019, 2020, 2021, 2022]

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient —

    a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

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b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both --

   a. it represents that--

      (1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

      (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

   b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

AA. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

[Same as years: 2018, 2019, 2020, 2021, 2022]

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the grantee is to contact the DCJ for guidance.

BB. Encouragement of policies to ban text messaging while driving

[Same as years: 2018, 2019, 2020, 2021, 2022]

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the

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course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

CC. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency

[Same as years: 2019, 2020, 2021, 2022]

If the recipient is designated "high risk" by a federal grant-making agency, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to DCJ. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency

DD. Right to examine documents

[Same as years: 2018, 2019, 2020, 2021, 2022]

The grantee, and any subrecipient ("subgrantee") at any tier, must authorize the DCJ or DOJ awarding agency (OJP or OVW, as appropriate) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper, or documents related to this grant.

EE. Maintaining contact information

[Same as years: 2018, 2019, 2020, 2021, 2022]

The grantee acknowledges that it is responsible for maintaining updated contact information in the Grants Management System (GMS). To update information in GMS for either the point of contact and/or the authorized representative, the grantee must submit a Change in Project Officials (DCJ Form 4-B).

FF. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

[Same as years: 2019, 2020, 2021, 2022]

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this DOJ award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of DOJ awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at https://ojp.gov/funding/FAPIIS.htm and OVW web site at: https://www.justice.gov/ovw/ award-conditions (Award Condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

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GG. Cooperating with DOJ Monitoring

[Same as years: 2021, 2022]

The recipient agrees to cooperate with DCJ and DOJ monitoring of this award pursuant to DCJ and DOJ's guidelines, protocols, and procedures, and to cooperate with DCJ and DOJ (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to DCJ and DOJ all documentation necessary for DCJ and/or DOJ to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by DCJ and/or DOJ for providing the requested documents. Failure to cooperate with DCJ and/or DOJ's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

HH. Required monitoring of subawards

[Same as years: 2021, 2022]

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

II. Safe policing and law enforcement subrecipients

[Same as years: 2021, 2022]

If this award is a discretionary award, the recipient agrees that it will not make any subawards to State, local, college, or university law enforcement agencies unless such agencies have been certified by an approved independent credentialing body or have started the certification process. To become certified, law enforcement agencies must meet two mandatory conditions: (1) the agency’s use of force policies adhere to all applicable federal, state, and local laws; and (2) the agency’s use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law. For detailed information on this certification requirement, see https://cops.usdoj.gov/SafePolicingEO.

JJ. Authorized Official

[Same as years: 2022]

The grantee understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

KK. Compliance with restrictions on the use of federal funds-prohibited and controlled equipment under OJP award

[New - incorporated by reference in many OJP awards made during or after May 1, 2023]

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Recipients of OVJP grant dollars only: Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment list."

The details of the requirement are posted on the OJP web site at https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment (Award condition: Compliance with restrictions on the use of federal funds: Prohibited and Controlled Equipment under OJP awards), and are incorporated by reference here.

5. FINANCIAL REQUIREMENTS

A. Non-supplantation

[Same as years: 2018, 2019, 2020, 2021, 2022]

The recipient agrees that grant funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this grant.

Supplanting arises when a Recipient reduces non-federal funds for an activity specifically because federal funds are available (or are expected to be available) to fund that same activity. Federal funds must be used to supplement existing State or local funds for program activities, and may not replace (that is, may not "supplant") State or local funds that have been appropriated or allocated for the same purpose. Additionally, federal funding may not replace State or local funding that is required by law.

When supplanting is prohibited, potential supplanting will be the subject of DCJ monitoring and audit. Should a question of supplanting arise, the grantee will be required to substantiate that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

B. Misuse of award funds

[Same as years: 2018, 2019, 2020, 2021, 2022]

The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

C. Limitation on use of funds to approved activities

[Same as years: 2018, 2019, 2020, 2021, 2022]

The recipient agrees that grant funds will be used only for the purposes described in this award. The grantee must not undertake any work or activities that are not described in this award, and must not use staff, equipment, or other goods or services paid for with grant funds for such work or activities, without prior written approval from DCJ.

D. Consultant compensation rates

[Same as years: 2019, 2020, 2021, 2022]

The recipient acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of $81.25 per hour, not to exceed $650 per day. To exceed this specified maximum rate, recipients must submit to DCJ a detailed justification and have such justification approved by DCJ, prior to obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rate in excess of $81.25 per hour, not to exceed $650 per

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day. Although prior approval is not required for consultant rates below this specified maximum rate, recipients are required to maintain documentation to support all daily or hourly consultant rates.

E. Limit on use of grant funds for grantees' employees' salaries

[Same as years: 2019, 2020, 2021, 2022]

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the DCJ via DOJ.

6. CIVIL RIGHTS REQUIREMENTS ASSOCIATED WITH DOJ AWARDS

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from the DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

The Grantee hereby agrees that it will comply, and all of its subrecipients ("subgrantees") will comply, with the applicable provisions of:

A. Civil rights laws and nondiscrimination provisions

[Same as years: 2018, 2019, 2020, 2021, 2022 - except as highlighted]

States and units of local government, public and nonprofit institutions of higher education, nonprofit organizations, for-profit businesses, and other recipients of DOJ grants may be subject to various federal civil rights laws for reasons *other than* their receipt of DOJ funds. Some examples include federal civil

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rights laws related to discrimination on the basis of race, color, national origin, sex, religion, or disability.

Because a DOJ award is a form of "federal financial assistance," the recipients of a DOJ award (and any "subrecipient" at any tier) must comply with additional civil-rights-related requirements above and beyond those that otherwise would apply.

In general, these additional requirements fall into one of two categories:

1. Civil rights laws (sometimes referred to as "cross-cutting" federal civil rights statutes). These apply to essentially any entity that receives an award of federal financial assistance -- regardless of which federal agency awards the grant or cooperative agreement -- and encompass the "program or activity" funded in whole or in part with the federal financial assistance.
2. Nondiscrimination provisions. These are requirements or restrictions that apply to certain OJP or OVW awards -- in addition to the civil rights laws -- because they are set out in a statute that applies specifically to one or more particular OJP or OVW grant programs, or to OJP or OVW awards made under a particular legal authority. Much like the civil rights laws, these provisions apply variously to the programs, activity, or undertaking funded in whole or in part by OJP or OVW, and are described herein.
    a. Such nondiscrimination provisions apply to some, but not all, OJP or OVW grant programs.
    b. The nondiscrimination provisions that apply to an OJP or OVW award (above and beyond the requirements in "cross-cutting" civil rights laws) may vary from award to award, even for awards made during the same fiscal year.
    c. Typically, no more than one of these nondiscrimination provisions will apply to any particular OJP or OVW award.

General information on the civil rights laws that apply to every OJP or OVW award, and on the nondiscrimination provisions that apply to some OJP or OVW awards, is available at https://ojp.gov/about/ocr/statutes-regulations.

NOTE: As discussed in more detail below, if a civil rights law or nondiscrimination provision prohibits discrimination in employment on the basis of religion, the prohibition is read together with the provisions of the Religious Freedom Restoration Act of 1993.

B. Civil rights compliance: Access to services and benefits by individuals with limited English proficiency

[Same as years: 2020, 2021, 2022]

Compliance with the civil rights laws entails, among other things, taking reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to DOJ-funded programs or services. An individual with limited English proficiency is one whose first language is not English and who has a limited ability to read, write, speak, or understand English. To assist recipients of DOJ awards in meeting their obligations with respect to such individuals, DOJ has published a guidance document, available on the LEP.gov website.

C. Certification

[Same as years: 2018, 2019, 2020, 2021, 2022]

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Each grantee by accepting this award, certifies that it will comply (and it will require any subrecipient at any tier to comply) with applicable civil rights laws and nondiscrimination provisions. An additional DCJ Form 30, will be required prior to the disbursement of any funds.

D. Nondiscrimination provisions and the Religious Freedom Restoration Act

[Same as years: 2022]

As noted earlier, a nondiscrimination provision that deals with discrimination in employment on the basis of religion is read together with the pertinent provisions of the Religious Freedom Restoration Act of 1993. As a result, even if an otherwise-applicable nondiscrimination provision states that a grantee or subrecipient may not discriminate in employment based on religion, a DOJ recipient or subrecipient that is a faith-based organization may consider religion in hiring, provided it satisfies particular requirements.

An DOJ recipient that is a faith-based organization and that seeks to consider religion in hiring despite an applicable nondiscrimination provision must properly execute and submit to DCJ a specific formal certification to DCJ to the effect that--

1. The grantee is a religious organization that sincerely believes that providing the programs or services funded by the DOJ award is an expression of its religious beliefs, that employing individuals of particular religious belief is important to its religious exercise, and that having to abandon its religious hiring practice to receive federal funding would substantially burden its religious exercise.
2. The grantee will not discriminate against beneficiaries (or prospective beneficiaries) of the programs or services funded by the DOJ award on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.
3. The grantee will keep any explicitly religious activities separate in time or location from programs or services funded by the DOJ award.
4. The grantee will not require beneficiaries (or prospective beneficiaries) of programs or services funded by the DOJ award to attend or participate in any explicitly religious activities. Any such participation will be purely voluntary.

To make the required certification, an appropriate, authorized official of the grantee organization must execute the Certification Regarding Hiring Practices on the Basis of Religion on behalf of the grantee. A copy of the executed certification must be submitted to DCJ. The grantee must retain the signed original on file as part of its records for the DOJ award.

An DOJ recipient that executes and submits a certification that satisfies these requirements ordinarily may consider religion in hiring. Different rules may apply, however, if there is good reason to question the truthfulness of the certification, or if DCJ determines that it is necessary to restrict the recipient from considering religion in hiring to further a compelling government interest. (If DCJ makes such a determination, the DCJ may impose limitations that represent the least restrictive means of furthering the compelling government interest.)

The rules that apply to subrecipients of DOJ awards that are faith-based organizations are similar, except that the subrecipient is to submit the required certification to the grantee.

E. Overview of "Civil Rights Laws"

[Same as years: 2022 - except as highlighted]

Important "civil rights laws" that apply to all federal financial assistance -- and to all recipients and subrecipients of DOJ awards made in FY 2023, are these:

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- **Section 601 of Title VI of the Civil Rights Act of 1964** (codified at 42 U.S.C. 2000d)
    - Statutory provision:

      No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
    - DOJ implementing regulation: Subparts C and D of 28 C.F.R. Part 42.
- **Section 504 of the Rehabilitation Act of 1973** (codified at 29 U.S.C. 794)
    - Statutory provision:

      No otherwise qualified individual with a disability in the United States, as defined in [29 U.S.C. 705(20)], shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance[.]
    - DOJ implementing regulation: Subpart G of 28 C.F.R. Part 42.
- **Section 901 of Title IX of the Education Amendments of 1972** (codified at 20 U.S.C. 1681)
    - Statutory provision:

      No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance[.]
    - DOJ implementing regulations: Subpart D of 28 C.F.R. Part 42; 28 C.F.R Part 54.
- **Section 303 of the Age Discrimination Act of 1975** (codified at 42 U.S.C. 6102)
    - Statutory provision:

      [N]o person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

  DOJ implementing regulation: Subpart I of 28 C.F.R. Part 42.

7. RECIPIENTS OF OVW GRANT DOLLARS ONLY

A. Availability of general terms and conditions on OVW website

[Same as years: 2019, 2020, 2021, 2022]

The grantee agrees to follow the applicable set of general terms and conditions that are available at https://www.justice.gov/ovw/award-conditions. These do not supersede any specific conditions in this award document.

B. Compliance with statutory and regulatory requirements

[Same as years: 2018,2019, 2020, 2021, 2022]

The grantee agrees to comply with all relevant statutory and regulatory requirements, which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of

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2013, P.L. 113-4, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. §§ 10101 et seq., and OVW's implementing regulations at 28 C.F.R. Part 90.

C. VAWA 2013 nondiscrimination condition

[Same as years: 2018, 2019, 2020, 2021, 2022]

The recipient acknowledges that 34 U.S.C. § 12291(b)(13) prohibits recipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. The recipient agrees that it will comply with this provision. The recipient also agrees to ensure that any subrecipients ("subgrantees") at any tier will comply with this provision.

D. Confidentiality and information sharing

[Same as years: 2018, 2019, 2020, 2021, 2022]

The grantee agrees to comply with the provisions of 34 U.S.C. § 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The recipient also agrees to comply with the regulations implementing this provision at 28 CFR 90.4(b) and “Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision (34 U.S.C. § 12291(b)(2))” on the OVW website at https://www.justice.gov/ovw/resources-and-faqs-grantees. The grantee also agrees to ensure that all subrecipients ("subgrantees") at any tier meet these requirements.

E. Activities that compromise victim safety and recovery and undermine offender accountability

[Same as years: 2018, 2019, 2020, 2021, 2022]

The recipient agrees that grant funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services; procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedures or policies that fail to ensure service providers conduct safety planning with victims; project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing; or any other activities outlined in the solicitation under which the approved application was submitted.

F. Policy for response to workplace-related incidents of sexual misconduct, domestic violence, and dating violence

[Same as years: 2020, 2021, 2022]

The recipient, and any subrecipient at any tier, must have a policy, or issue a policy within 270 days of the award date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The details of this requirement are posted on the OVW web site at https://www.justice.gov/ovw/award-conditions (Award Condition: Policy for response to workplace-related sexual misconduct, domestic violence, and dating violence), and are incorporated by reference here.

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G. Termination or suspension for cause

[Same as years: 2018, 2019, 2020, 2021, 2022]

DCJ or the Director of OVW, upon a finding that there has been substantial failure by the recipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, will terminate or suspend until DCJ or the Director is satisfied that there is no longer such failure, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18, as applicable mutatis mutandis.

H. Compliance with solicitation requirements

[Same as years: 2021, 2022]

The recipient agrees that it must be in compliance with requirements outlined in the solicitation under which the approved application was submitted, the applicable Solicitation Companion Guide, and any program-specific frequently asked questions (FAQs) on the OVW website (https://www.justice.gov/ovw/resources-and-faqs-grantees). The program solicitation, Companion Guide, and any program specific FAQs are hereby incorporated by reference into this award.

I. Subrecipient program income

[Same as years: 2021, 2022]

The recipient understands and agrees that it has responsibility for approval of program income earned by subrecipients. Program income, as defined by 2 C.F.R. 200.1, means gross income earned by a non-federal entity that is directly generated by a supported activity or earned as a result of the federal award during the period of performance.

Without prior approval, program income must be deducted from total allowable costs to determine the net allowable costs. In order to add program income to a subaward, subrecipients must seek approval from the recipient prior to generating any program income. Any program income added to a subaward must be used to support activities that were approved in the budget and follow the conditions of the subaward agreement. Any program income approved by the recipient must be reported by the subrecipient to the recipient so that it is reported on the quarterly Program Income Financial Report (DCJ Form 1-B) in accordance with the addition alternative. If the program income amount changes (increases or decreases) during the project period, the recipient must provide approval by the end of the project period. Failure to comply with these requirements may result in audit findings for both the recipient and the subrecipient.

J. Subrecipient product monitoring

[Same as years: 2021, 2022]

The recipient agrees to monitor subrecipients to ensure that materials and products (written, visual, or sound) developed with OVW formula grant program funding fall within the scope of the grant program and do not compromise victim safety.

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Federal Awards issued from 2024 Federal Grant Funds

1. INTRODUCTION

[Same as year: 2023]

Each year the Division of Criminal Justice (DCJ) performs a detailed assessment of the federal legal requirements to generate this exhibit. The DCJ has incorporated these notations into this document to call out differences from prior years. Minor changes that do not change the requirement, such as typographical errors or formatting will not be noted as a change.

2. APPLICABILITY

[Same as years: 2020, 2021, 2022, 2023]

The DCJ issues federal grants from two Department of Justice (DOJ) offices: the Office of Justice Programs (OJP) and the Office on Violence Against Women (OVW). All award conditions set out below apply to both OJP and OVW funded grants, with the exception of the conditions labeled as: “Recipients of OVW grant dollars only” or “Recipients of OJP grant dollars only”.

References to the **DOJ** apply to both OJP and OVW funded grants.

Individual awards will also include special conditions. Those additional conditions may relate to the particular statute, program, or solicitation under which the award is made; the substance of the funded application; the grantee's performance under other federal awards; the grantee's legal status (e.g., as a for-profit entity); or to other pertinent considerations.

3. RECIPIENT

[Same as years: 2020, 2021, 2022, 2023]

For the purposes of this document, the term “recipient” refers to the Legal Entity Name listed on the Division of Criminal Justice (DCJ) Grant Award Document issued to a grantee receiving federal grants funds from DCJ. The term “Recipient” and “Grantee” are interchangeable within this Exhibit.

4. ENSURING COMPLIANCE OF SUBGRANTEES (SUBRECIPIENTS)

[Same as years: 2020, 2021, 2022, 2023]

Grantee is responsible for notifying any subgrantee (subrecipient), issued under this grant, of all provisions herein. Grantee is responsible for monitoring any subgrantee (subrecipient) for compliance with all the provisions herein.

5. GENERAL CONDITIONS

A. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)

[Same as years: 2021, 2022, 2023 - except the year is updated annually in the OJP URL]

The grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2024, are set out at https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm, https://www.justice.gov/ovw/award-conditions, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a grantee (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the grantee is to contact DCJ for guidance, and may not proceed without the express prior written approval of DCJ.

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Federal Awards issued from 2024 Federal Grant Funds

B. Requirements of the award; remedies for non-compliance or for materially false statements

[Same as years: 2020, 2021, 2022, 2023]

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the grantee that relate to conduct during the period of performance also is a material requirement of this award.

This paragraph applies to OJP Awards Only

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the grantee, the grantee signature authority accepts all material requirements of the award, and specifically adopts, as if personally executed by the grantee signature authority, all assurances or certifications submitted by or on behalf of the grantee that relate to conduct during the period of performance.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Division of Criminal Justice (DCJ), Office of Justice Programs ("OJP") or Office on Violence Against Women (“OVW”) taking appropriate action with respect to the grantee and the award. Among other things, the Department of Justice “DOJ” may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, and DCJ also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

C. Effect of failure to address audit issues

[Same as years: 2020, 2021, 2022, 2023]

The grantee understands and agrees that the DCJ or the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DCJ or DOJ awarding agency) the grantee does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

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D. Applicability of Part 200 Uniform Requirements

[Same as years: 2020, 2021, 2022, 2023 - except in 2022 the definition expanded to include 200.337]

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award.

For more information and resources on the Part 200 Uniform Requirements as they relate to DOJ awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the grantee (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of final Financial Report (DCJ Form 1A), unless a different retention period applies -- and to which the grantee (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334, 200.337.

In the event that an award-related question arises from documents or other materials prepared or distributed by the DOJ that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the grantee is to contact DCJ promptly for clarification.

E. Compliance with DOJ Grants Financial Guide

[Same as years: 2020, 2021, 2022, 2023]

The grantee agrees to comply with the current edition of the DOJ Grants Financial Guide as posted on the website, including any updated version that may be posted during the period of performance. References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance.

F. Reporting potential fraud, waste, and abuse, and similar misconduct

[Same as years: 2020, 2021, 2022, 2023]

The grantee and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at http://www.usdoj.gov/oig.

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G. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

[Language is significantly different than prior years]

The grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (amended effective April 3, 2024).

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice.

These three paragraphs apply to OJP Awards Only:

Part 38 also sets out rules and requirements that pertain to grantee and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to grantees and subrecipients that are faith-based or religious organizations.

Grantees and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, please see https://www.ojp.gov/funding/explore/legaloverview2024/civilrightsrequirements.

This paragraph applies to OVW Awards Only:

Part 38 also sets out rules and requirements that relate to engaging in or conducting explicitly religious activities and requires that grantees and subrecipients that are social service providers provide written notice to beneficiaries or prospective beneficiaries of certain protections as described in 28 C.F.R. 38.6(b).

H. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

[Same as years: 2020, 2021, 2022, 2023]

The grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

This paragraph applies to OVW Awards Only:

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Additional information on the pertinent to this award appears on the OVW website at https://www.justice.gov/ovw/conference-planning.

I. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

[Same as years: 2018, 2019, 2020, 2021, 2022, 2023 - the second paragraph was added in 2023]

The grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

This paragraph applies to OJP Awards Only:

Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that covered grantees must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

J. Determination of suitability to interact with participating minors

[Same as years: 2021, 2022, 2023]

This condition applies to awards that a purpose of some or all of the activities to be carried out under the award (whether by the grantee, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The grantee, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm and OVW web site at https://www.justice.gov/ovw/award-conditions (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

K. Requirement to disclose whether grantee is designated "high risk" by a federal grant-making agency

[Same as years: 2020, 2021, 2022, 2023]

If the grantee is designated "high risk" by a federal grant-making agency, currently or at any time during the course of the period of performance under this award, the grantee must disclose that fact and certain related information to DCJ. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the grantee's past performance, or other programmatic or financial concerns with the grantee. The grantee's disclosure must include the following: 1. The federal awarding agency that currently designates the grantee high risk, 2. The date the grantee was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

L. Encouragement of policies to ban text messaging while driving

[Same as years: 2020, 2021, 2022, 2023]

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages grantees and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during

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the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

M. Restrictions and certifications regarding non-disclosure agreements and related matters

[Same as years: 2020, 2021, 2022, 2023]

No grantee or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the grantee —

    a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

    b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the grantee does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both --

    a. it represents that--

        (1) it has determined that no other entity that the grantee's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

        (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

    b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport

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to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

N. Training Guiding Principles

[Same as years: 2020, 2021, 2022, 2023]

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with DOJ award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm , or the OVW Training Guiding Principles for Grantees and Subgrantees, available at https://www.justice.gov/ovw/resources-and-faqs-grantees#Discretionary.

O. Requirement to report potentially duplicative funding

[Same as years: 2020, 2021, 2022, 2023]

If the grantee currently has other active awards of federal funds, or if the grantee receives any other award of federal funds during the period of performance for this award, the grantee promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify DCJ in writing of the potential duplication, and, if so requested by DCJ, must seek a budget-modification and change-of-project to eliminate any inappropriate duplication of funding.

P. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

[Same as years: 2020, 2021, 2022, 2023]

The grantee (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The grantee also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the grantee is to contact the DCJ for guidance.

Q. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and DOJ or DCJ authority to terminate award)

[Same as years: 2021, 2022, 2023]

The grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of grantees, subrecipients ("subgrantees"), or

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individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the grantee's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm and the OVW web site at https://www.justice.gov/ovw/award-conditions (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and DOJ authority to terminate award)), and are incorporated by reference here.

R. Potential imposition of additional requirements

[Same as years: 2020, 2021, 2022, 2023]

The grantee agrees to comply with any additional requirements that may be imposed by the DCJ and/or DOJ (OJP or OVW, as appropriate) during the period of performance for this award, if the grantee is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

S. Requirement to report actual or imminent breach of personally identifiable information (PII)

[Same as years: 2018, 2019, 2020, 2021, 2022, 2023 - except the 2 CFR citation was updated to 200.1 in 2022]

The grantee (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an DOJ grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The grantee's breach procedures must include a requirement to report actual or imminent breach of PII to DCJ no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

T. Requirements related to System for Award Management and Universal Identifier Requirements/Unique Entity Identifiers

[Same as years: 2020, 2021, 2022 - except OVW language changed in 2022 and 2023]

The grantee must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/SAM/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The grantee also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the grantee's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

This paragraph applies to OVW Awards Only:

The grantee must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to

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the performance of) either this OVW award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OVW awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system.

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings within SAM are posted on the OVW website at https://www.justice.gov/ovw/award-conditions (titled "Award Condition: Recipient Integrity and Performance Matters, including Recipient Reporting in SAM") and are incorporated by reference here.

U. Restrictions on "lobbying" and policy development

[Same as years: 2018, 2019, 2020, 2021, 2022 - except as highlighted]

In general, as a matter of federal law, federal funds awarded by DOJ may not be used by the grantee, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Recipients of OVW grant dollars only:

The recipient, or any subrecipient ("subgrantee") may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. § 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

Another federal law generally prohibits federal funds awarded by DOJ from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact DCJ for guidance, and may not proceed without the express prior written approval of DCJ and the DOJ awarding agency (OJP or OVW, as appropriate).

V. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

[Same as years: 2018, 2019, 2020, 2021, 2022]

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

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6. CIVIL RIGHTS REQUIREMENTS ASSOCIATED WITH DOJ AWARDS

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation - Act of 1973, require recipients of federal financial assistance (grantees) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit grantees from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the basis of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help grantees comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Reach out to your DCJ grant manager if you have any questions.

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2025 State Controller Federal Provisions

1. Applicability of Provisions.

1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.

These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. Definitions.

2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below. For a full list of definitions (as of October 1, 2024) under the Uniform Guidance, see 2 CFR 200.1

2.1.1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

2.1.2. "Entity" means:

2.1.2.1. a non-federal entity;

2.1.2.2. a non-profit organization or for profit organization;

2.1.3. "Executive" means an officer, managing partner or any other employee in a management position.

2.1.4. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1

2.1.5. "Grant" means the Grant to which these Federal Provisions are attached.

2.1.6. "Grantee" means the party or parties identified as such in the Grant to which these Federal Provisions are attached. Grantee also means Subrecipient.

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2.1.7. “Non-Federal Entity” means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.

2.1.8. “Nonprofit Organization” organization, that:

2.1.8.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

2.1.8.2. Is not organized primarily for profit; and

2.1.8.3. Uses net proceeds to maintain, improve, or expand the organization’s operations; and

2.1.8.4. Is not an IHE.

2.1.9. “OMB” means the Executive Office of the President, Office of Management and Budget.

2.1.10. “Pass-through Entity” means a recipient or subrecipient that provides a Subaward to a Subrecipient (including lower tier subrecipients) to carry out part of a Federal program. The authority of the pass-through entity under this part flows through the Subaward agreements between the pass-through entity and subrecipient.

2.1.11. “Recipient” means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.

2.1.12. “Subaward” means an award provided by a pass-through entity to a Subrecipient to contribute to the goals and objectives of the project by carrying out part of a Federal award received by the pass-through entity. The term does not include payments to a contractor, beneficiary or participant.

2.1.13. “Subrecipient” means an entity that receives a subaward from a pass-through entity to carry out part of a Federal award. The term subrecipient does not include a beneficiary or participant. A subrecipient may also be a recipient of other Federal awards directly from a Federal agency. Subrecipient also means Grantee.

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2.1.14. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov.

2.1.15. "Total Compensation" means the cash and noncash dollar value an Executive earns during the entity's preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2).

2.1.16. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.

2.1.17. "Unique Entity ID" (UEI) is the universal identifier for federal financial assistance applicants, as well as recipients and their direct subrecipients (first tier subrecipients).

2.1.18. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

3. Compliance.

3.1. Subrecipient shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

4. System for Award Management (SAM) and Unique Entity ID Requirements.

4.1. SAM. Subrecipient must obtain a UEI but are not required to fully register in Sam.gov. Subrecipient shall maintain the currency of its information in SAM until the Subrecipient submits the final financial report required under the

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Award or receives final payment, whichever is later. Subrecipient shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

4.2. Unique Entity ID. Subrecipient shall provide its Unique Entity ID to its Recipient, and shall update Subrecipient's information at http://www.sam.gov at least annually after the initial registration, and more frequently if required by changes in Subrecipient's information.

5. Total Compensation.

5.1. Subrecipient shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

5.1.1. The total Federal funding authorized to date under the Award is $30,000 or more; and

5.1.2. In the preceding fiscal year, Subrecipient received:

5.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.2. $25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. Reporting.

6.1. Pursuant to the Transparency Act, Subrecipient shall report data elements to SAM and to the Recipient as required in this Exhibit. No direct payment shall be made to Subrecipient for providing any reports required under these Federal

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Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Subrecipient's obligations under this Grant.

7. Effective Date and Dollar Threshold for Reporting.

7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is $30,000 or more. If the initial Award is below $30,000 but subsequent Award modifications result in a total Award of $30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $30,000. If the initial Award is $30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $30,000, the Award shall continue to be subject to the reporting requirements.

7.2. The procurement standards in §9 below are applicable to new Awards made by Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. Subrecipient Reporting Requirements.

8.1. Subrecipient shall report as set forth below.

8.1.1. To Recipient. A Subrecipient shall report the following data elements in SAM for each Federal Award Identification Number (FAIN) assigned by a Federal agency to a Recipient no later than the end of the month following the month in which the Subaward was made:

8.1.1.1. Subrecipient Unique Entity ID;

8.1.1.2. Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;

8.1.1.3. Subrecipient parent's organization Unique Entity ID;

8.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

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8.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

8.1.1.6. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip Code +4, and Congressional District.

8.1.2. The Recipient is required to submit this information to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at http://www.frsrs.gov.

9. Procurement Standards.

9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or

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the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

9.4. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never contract with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed $50,000 during the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

9.5. Prohibition on certain telecommunications and video surveillance equipment or services (2 CFR 200.216). Subrecipient is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

10. Access to Records.

10.1. A Subrecipient shall permit Recipient and its auditors to have access to Subrecipient’s records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Modification to period of performance), 2 CFR 200.337 (Access to Records) and Subpart F-Audit Requirements of the Uniform Guidance.

10.2. A Subrecipient must collect, transmit, and store information related to this Subaward in open and machine-readable formats (2 CFR 200.336).

11. Single Audit Requirements.

11.1. If a Subrecipient expends $1,000,000 or more in Federal Awards during the Subrecipient’s fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued

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pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

11.1.2. Exemption. If a Subrecipient expends less than $1,000,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. Required Provisions for Subrecipient with Subcontractors.

12.1. In addition to other provisions required by the Federal Awarding Agency or the Recipient, Subrecipients shall include all of the following applicable provisions;

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12.1.1. For agreements with Subrecipients – Include the terms in the Grant Federal Provisions Exhibit (this exhibit)

12.1.2. For contracts with Subcontractors – Include the terms in the Contract Federal Provisions Exhibit.

13. Certifications.

13.1. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.415. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. Exemptions.

14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

14.2. A Subrecipient with gross income from all sources of less than $300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

15. Event of Default and Termination.

15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

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15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;

15.2.2. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

15.2.3. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or

15.2.4. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award

16. Additional Federal Requirements.

16.1. Whistle Blower Protections

16.1.1. An employee of a subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.

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COLORADO DIVISION OF CRIMINAL JUSTICE
CERTIFICATION OF COMPLIANCE WITH REGULATIONS
OFFICE FOR CIVIL RIGHTS, DEPARTMENT OF JUSTICE (DCJ FORM 30)

INSTRUCTIONS: Complete the table below with information found in the Grant Agreement. Read the form completely, ***identify the person responsible for reporting civil rights findings, certify that the required Civil Rights training has been completed by the Project Director; and check only one certification under "II" that applies to your agency****. Have your Signature Authority sign at the bottom of page 2, forward a copy to the person identified as being responsible for reporting civil rights findings and return the original to the Colorado Division of Criminal Justice, 700 Kipling, Ste. 1000, Denver, CO 80215, within 45 days of the grant award beginning date.*

PROJECT DIRECTOR: Brittany Davis PHONE: 9709224-6089

Person responsible for reporting civil rights findings of discrimination: (Name, address, phone & email)

Claudia Menendez
Equity Officer, City Manager's Office
300 Laporte Ave, Fort Collins, CO
970-416-8087 cmenendez@fcgov.com

I acknowledge that I viewed **all** of the trainings on Civil Rights available on DCJ's website at https://www.colorado.gov/pacific/dcj/civil-rights-requirements. I accept responsibility for ensuring that project staff understands their responsibilities as outlined in the presentations. I understand that if I have any questions about the material presented and my responsibilities as a grantee that I will contact my grant manager.

Signed by: Brittany Davis 72710E3E26924F2...
PROJECT DIRECTOR SIGNATURE

11/18/2025 | 3:05:43 PM MST
DATE

SIGNATURE AUTHORITY'S CERTIFICATION: As the Signature Authority for the above Grantee, I certify, by my signature on page two (2), that I have read and am fully cognizant of our duties and responsibilities under this Certification.

I. REQUIREMENTS OF GRANT RECIPIENTS: All grant recipients (regardless of the type of entity or the amount awarded) are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access for persons with limited English proficiency.

♦I certify that this agency will maintain data (and submit when required) to ensure that: our services are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301 *et seq*.; our projects and activities provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act, (*See also*, 2000 Executive Order #13166).

♦I also certify that the person in this agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit these findings, if any, to the Division of Criminal Justice within 45 days of the finding, and/or if the finding occurred prior to the grant award beginning date, within 45 days of the grant award beginning date.

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DCJ FORM 30:
CERTIFICATION OF COMPLIANCE WITH REGULATIONS,
OFFICE FOR CIVIL RIGHTS, DEPARTMENT OF JUSTICE (Continued)

II. EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATIONS: Check the box before **ONLY ONE** APPROPRIATE CERTIFICATION (A, or B below) that applies to this grantee agency during the period of the grant duration noted above.

☒ **CERTIFICATION "A" [Applicable, if (1), (2) or (3), below, apply.]** This is the Certification that most non-profits and small agencies will use. Check all that apply to your entity.

This funded entity:

___ (1) is an educational, medical or non-profit organization or an Indian Tribe;
___ (2) has less than 50 employees;
__x__ (3) was awarded through this single grant award from the Colorado Division of Criminal Justice less than $25,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that this funded entity is not required to maintain an EEOP, pursuant to 28 CFR §42.302, but is **required to submit a Certification (https://ojp.gov/about/ocr/eeop.htm)**.

☐ **CERTIFICATION "B" (Applicable to all entities that do not qualify for Certification "A" above)**

This funded entity, as a for-profit entity or a state or local government having 50 or more employees (counting both full- and part-time employees but excluding political appointees) and is receiving, through this single grant award from the Colorado Division of Criminal Justice, more than $25,000, in federal U.S. Department of Justice funds.

Therefore, I hereby certify that the funded entity will prepare and submit an EEOP and Certification at **https://ojp.gov/about/ocr/eeop.htm**, within 60 days of the award. The EEOP shall be submitted in accordance with 28 CFR §42, subpart E, to Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice that will include a section specifically analyzing the grantee (implementing) agency. (If you have already submitted an EEOP applicable to this time period, send a copy of the letter received from the Office for Civil Rights showing that your EEOP is acceptable.)

As the Signature Authority for the above grantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification. I, hereby, also certify that the content of this form, other than the data entry required, has not been altered.

DocuSigned by:
Kelly DiMartino
0B86D5871D89400...
SIGNATURE AUTHORITY SIGNATURE

11/20/2025 | 6:03:10 AM PST
DATE

Kelly DiMartino
TYPED NAME

City Manager
TITLE

* * * * * * * * * *

This signed form must be returned to the Colorado Division of Criminal Justice, 700 Kipling, Ste. 1000, Denver, CO 80215, within 45 days of the grant award beginning date. You must also forward a signed copy to the person identified in the box above.

Certificate Of Completion

Envelope Id: BF1DDBEB-CB26-461F-ADE3-3937363BF57D
Status: Completed
Subject: DCJ Grant - VOCA 2025-VA-26-480-08 Victim Services Unit
Source Envelope:
Document Pages: 89
Signatures: 5
Certificate Pages: 6
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
CVS Grants
700 Kipling St
Lakewood, CO 80215
cvsgrants@state.co.us
IP Address: 165.127.87.1

Record Tracking

Status: Original
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Holder: CVS Grants
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Location: Docusign

Signer Events	Signature	Timestamp
Brittany Davis bdavis@fcgov.com Security Level: Email, Account Authentication (None)	Signed by: Brittany Davis 72710E3E26924F2... Signature Adoption: Pre-selected Style Using IP Address: 198.59.47.100	Sent: 11/5/2025 2:09:40 PM Viewed: 11/13/2025 3:31:26 PM Signed: 11/18/2025 3:05:43 PM
Electronic Record and Signature Disclosure: Accepted: 11/13/2025 3:31:26 PM ID: 3b8040d4-3c89-4086-bf42-fe0be3eb1912		
Kelly DiMartino kdimartino@fcgov.com City Manager City of Fort Collins Security Level: Email, Account Authentication (None)	DocuSigned by: Kelly DiMartino 0B86D5871D89400... Signature Adoption: Pre-selected Style Using IP Address: 2605:b40:1203:6900:2dc7:14ab:ff03:6302	Sent: 11/18/2025 3:05:46 PM Viewed: 11/19/2025 9:36:28 AM Signed: 11/20/2025 7:03:10 AM
Electronic Record and Signature Disclosure: Accepted: 11/19/2025 9:36:28 AM ID: 4fed8e37-ffc6-42ae-a5ed-b78451060039		
Matthew M. Lunn, PhD matthew.lunn@state.co.us Director Security Level: Email, Account Authentication (None)	Signed by: Matthew M. Lunn, PhD 8C8341EFA6124C4... Signature Adoption: Pre-selected Style Using IP Address: 2600:100e:b045:b2ff:f47c:78e6:b579:13f7	Sent: 11/20/2025 7:03:13 AM Viewed: 11/21/2025 12:44:27 PM Signed: 11/21/2025 12:44:37 PM
Electronic Record and Signature Disclosure: Accepted: 11/21/2025 12:44:27 PM ID: 34dd6dc6-3bdb-447a-8b54-12ce9f98c89e		

Signer Events	Signature	Timestamp
Lyndsay Clelland lyndsay.clelland@state.co.us Contract, Grant and Compliance Coordinator Division of Criminal Justice Security Level: Email, Account Authentication (None)	DocuSigned by:  363D680603F0405...	Sent: 11/21/2025 12:44:41 PM Viewed: 11/23/2025 10:48:07 AM Signed: 11/23/2025 10:48:15 AM
	Signature Adoption: Pre-selected Style Using IP Address: 172.59.229.144	
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Sue Jordanger sjordanger@fcgov.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 11/5/2025 2:09:41 PM
Joe Burns joe.burns@state.co.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 11/23/2025 10:48:19 AM
Breanne Nugent breanne.nugent1@state.co.us CJ - Grant Contract Specialist CDPS Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 11/23/2025 10:48:19 AM
Brittany Davis bdavis@fcgov.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 11/13/2025 3:31:26 PM ID: 3b8040d4-3c89-4086-bf42-fe0be3eb1912	COPIED	Sent: 11/23/2025 10:48:19 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/5/2025 2:09:41 PM
Envelope Updated	Security Checked	11/13/2025 10:00:39 AM

Envelope Summary Events	Status	Timestamps
Certified Delivered	Security Checked	11/23/2025 10:48:07 AM
Signing Complete	Security Checked	11/23/2025 10:48:15 AM
Completed	Security Checked	11/23/2025 10:48:20 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CDPS Contracts and Grants (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CDPS Contracts and Grants:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: sarah.white@state.co.us

To advise CDPS Contracts and Grants of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at sarah.white@state.co.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from CDPS Contracts and Grants

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to sarah.white@state.co.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CDPS Contracts and Grants

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to sarah.white@state.co.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CDPS Contracts and Grants as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CDPS Contracts and Grants during the course of your relationship with CDPS Contracts and Grants.

ORDINANCE NO. 003, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
MAKING A SUPPLEMENTAL APPROPRIATION OF EIGHTH JUDICIAL DISTRICT VICTIM ASSISTANCE AND LAW ENFORCEMENT (VALE) GRANT FUNDS RECEIVED IN THE GENERAL FUND, FOR THE FORT COLLINS POLICE SERVICES VICTIM SERVICES UNIT

A. Fort Collins Police Services has been awarded a grant in the amount of $70,000 (the "Grant") for the period from January 1, 2026, to December 31, 2026, by the Eighth Judicial District Victim Assistance and Law Enforcement ("VALE") Board to support the Fort Collins Police Services Victim Services Unit ("Victim Services").

B. Victim Services provides crisis intervention, resources, and referral services to victims of violent crime and other traumatic situations.

C. The Grant will be used to fund a part of the salary for the victim advocate who provides crisis intervention services, a part-time victim advocate, and to partially pay for operational expenses needed to provide 24-hour a day, 7-day a week services to victims of crime in the community.

D. Appropriation of the Grant serves a public purpose by assisting crime victims in the Fort Collins community

E. Article V, Section 9 of the City Charter permits the City Council, upon recommendation of the City Manager, to make supplemental appropriation by ordinance at any time during the fiscal year, provided that the total amount of such supplemental appropriation, in combination with all previous appropriations for that fiscal year, do not exceed the current estimate of actual and anticipated revenues and all other funds to be received during the fiscal year.

F. The City Manager has recommended the appropriation described herein and determined that the funds to be appropriated are available and previously unappropriated from the General Fund and that this appropriation will not cause the total amount appropriated in the General Fund to exceed the current estimate of actual and anticipated revenues and all other funds to be received in this Fund during this fiscal year.

G. Article V, Section 11 of the City Charter authorizes the City Council to designate in the ordinance when appropriating funds for a federal, state or private grant, that such appropriation shall not lapse at the end of the fiscal year in which the appropriation is made, but continue until the earlier of the expiration of the federal, state or private grant or the City's expenditure of all funds received from such grant or donation

H. The City Council wishes to designate the appropriation herein from VALE Board as an appropriation that shall not lapse until the earlier of the expiration of the grant or the City's expenditure of all funds received from such grant.

In light of the foregoing recitals, which the Council hereby makes and adopts as determinations and findings, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. There is hereby appropriated from grant funds received in the General Fund the sum of SEVENTY THOUSAND DOLLARS ($70,000) to be expended in the General Fund for the Fort Collins Police Services Victim Services Unit

Section 2. The appropriation herein of funds received from the Eighth Judicial District Victim Assistance and Law Enforcement Board is hereby designated, as authorized in Article V, Section 11 of the City Charter, as an appropriation that shall not lapse at the end of this fiscal year but continue until the earlier of the expiration of the grant or the City's expenditure of all funds received from such grant

Introduced, considered favorably on first reading on January 20, 2026, and approved on second reading for final passage on February 3, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: February 13, 2026
Approving Attorney: Andrew Trevino

Exhibit: None

ORDINANCE NO. 004, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
MAKING A SUPPLEMENTAL APPROPRIATION OF COLORADO DIVISION OF CRIMINAL JUSTICE GRANT FUNDS UNDER THE FEDERAL VICTIM OF CRIME ACT (VOCA) RECEIVED IN THE GENERAL FUND, FOR THE FORT COLLINS POLICE SERVICES VICTIM SERVICES UNIT

A. Fort Collins Police Services has been awarded a grant by the Colorado Division of Criminal Justice in the amount of $22,024 (the "Grant") under the Federal Victim of Crime Act ("VOCA") to support the Fort Collins Police Services Victim Services Unit ("Victim Services") for the period from January 1, 2026, to December 31, 2026.

B. Victim Services provides crisis intervention, resources, and referral services to victims of violent crime and other traumatic situations.

C. The Grant will be used to fund a part of the salary for the victim advocate who provides crisis intervention services for sexual assault victims between school ages of kindergarten through 12th grade.

D. Appropriation of the Grant serves a public purpose by assisting crime victims in the Fort Collins community.

E. Article V, Section 9 of the City Charter permits the City Council, upon recommendation of the City Manager, to make supplemental appropriation by ordinance at any time during the fiscal year, provided that the total amount of such supplemental appropriation, in combination with all previous appropriations for that fiscal year, do not exceed the current estimate of actual and anticipated revenues and all other funds to be received during the fiscal year.

F. The City Manager has recommended the appropriation described herein and determined that the funds to be appropriated are available and previously unappropriated from the General Fund and that this appropriation will not cause the total amount appropriated in the General Fund to exceed the current estimate of actual and anticipated revenues and all other funds to be received in this Fund during this fiscal year.

G. Article V, Section 11 of the City Charter authorizes the City Council to designate in the ordinance when appropriating funds for a federal, state or private grant, that such appropriation shall not lapse at the end of the fiscal year in which the appropriation is made, but continue until the earlier of the expiration of the federal, state or private grant or the City's expenditure of all funds received from such grant or donation.

H. The City Council wishes to designate the appropriation herein from the Colorado Division of Criminal Justice under VOCA as an appropriation that shall not lapse until the earlier of the expiration of the grant or the City's expenditure of all funds received from such grant.

In light of the foregoing recitals, which the Council hereby makes and adopts as determinations and findings, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. There is hereby appropriated from grant funds received in the General Fund the sum of TWENTY-TWO THOUSAND TWENTY-FOUR DOLLARS ($22,024) to be expended in the General Fund for the Fort Collins Police Services Victim Services Unit.

Section 2. The appropriation herein of funds received from the Colorado Division of Criminal Justice under the Federal Victim of Crime Act is hereby designated, as authorized in Article V, Section 11 of the City Charter, as an appropriation that shall not lapse at the end of this fiscal year but continue until the earlier of the expiration of the grant or the City's expenditure of all funds received from such grant.

Introduced, considered favorably on first reading on January 20, 2026, and approved on second reading for final passage on February 3, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: February 13, 2026
Approving Attorney: Andrew Trevino

Exhibit: None

File Attachments for Item:

5. First Reading of Ordinance No. 005, 2026, Appropriating Prior Year Reserves and Authorizing Transfers of Appropriations for the Oak Street Stormwater Project and Related Art in Public Places.

The purpose of this item is to request additional appropriation of $1,340,000 in the Stormwater Utility Fund to supplement the existing appropriated budget of approximately $44,400,000 for the Oak Street Stormwater Improvement Project. The additional appropriation requested adds approximately 3% of the total project budget and will fund remaining project support services, pending change order items, and a minor contingency for any unanticipated costs to complete the project.

This item also requests $2,948 from existing 2026 appropriations be transferred to the Cultural Services Fund to support the Art in Public Places program. These funds are to be used for operations and maintenance per Code. An additional $10,452 will remain in the Stormwater Utility Fund for Art in Public Places artwork. This supports a total $13,400 contribution to the Art in Public Places program.

January 20, 2026

AGENDA ITEM SUMMARY

City Council

STAFF

Matt Fater, Senior Director of Water Engineering
Heather McDowell, Director of Civil Engineering
Joe Wimmer, Utilities Finance

SUBJECT

First Reading of Ordinance No. 005, 2026, Appropriating Prior Year Reserves and Authorizing Transfers of Appropriations for the Oak Street Stormwater Project and Related Art in Public Places.

EXECUTIVE SUMMARY

The purpose of this item is to request additional appropriation of $1,340,000 in the Stormwater Utility Fund to supplement the existing appropriated budget of approximately $44,400,000 for the Oak Street Stormwater Improvement Project. The additional appropriation requested adds approximately 3% of the total project budget and will fund remaining project support services, pending change order items, and a minor contingency for any unanticipated costs to complete the project.

This item also requests $2,948 from existing 2026 appropriations be transferred to the Cultural Services Fund to support the Art in Public Places program. These funds are to be used for operations and maintenance per Code. An additional $10,452 will remain in the Stormwater Utility Fund for Art in Public Places artwork. This supports a total $13,400 contribution to the Art in Public Places program.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

The Oak Street Stormwater Improvement Project is a priority stormwater project for the City because it will contribute to resolving urban flooding and stormwater quality issues in downtown Fort Collins. The project will provide stormwater infrastructure including a combination of grey and green infrastructure to reduce flooding impacts along the Oak Street corridor and adjacent blocks. Large diameter storm pipes ranging in size from 48” to 78” will extend from the previously constructed Oak Street Outfall, starting at Mason Street and extending to Jackson Street near City Park. There will be approximately 8,500 linear feet (LF) of new stormwater mains along Oak Street and cross streets that extend north to Mountain Avenue and/or south to Olive Street. Green infrastructure includes water quality ponds, or “rain gardens” in three locations along the Oak Street corridor to filter street runoff. Additional information on the project and associated public outreach can be found here: https://www.fcgov.com/utilities/oak-street-stormwater-improvements-project

The project started construction in July of 2024 with an anticipated completion of August 2026. To date, approximately 70% of the stormwater work is completed which includes 772 LF of tunnelling, 5,400 LF of

mainline storm sewer, the downtown rain garden, and 9 of 15 blocks have been completed with pavement, concrete work and landscaping.

The total appropriated budget, to date, for this project is $44,382,815. Details are provided in Figure 1 below. The total project budget includes: engineering, project and construction management, permitting, and construction services with construction contract accounting for the most significant portion. The off-cycle appropriation was for the municipal bond proceeds issued by the Stormwater Utility enterprise in the Fall of 2023.

Figure 1 – Appropriations Summary To-Date

BFO Year	BFO #	BFO Name	Amount
2017/2018	8.19	Downtown Stormwater Improvements Program (Conceptual Design)	$1,500,000.00
2021	14.12	Oak Street Stormwater Improvements Project (Preliminary Design)	$500,000.00
2022	4.4	Oak Street Stormwater Improvements Project (Final Design)	$920,000.00
2023	Debt Issuance	Ordinance No. 006, 2024 Off-Cycle Appropriation, Feb 6, 2024	$39,962,815.00
2025	Appropriation	Ordinance No. 073, 2025 Appropriation, May 6, 2025	$1,500,000.00
Total Project Appropriations To-Date			**$44,382,815.00**

The construction contract portion of the project has been progressing well, with approximately $569k (~1.6% of the original contract) in change orders issued thus far. However, the project expenses primarily related to unforeseen conditions, utility constraints or relocations, and increased costs related to concrete and asphalt replacement have exceeded original estimates. This supplemental appropriation will cover known future expenses such as a pending change order for phase 2 design changes, Larimer County Code requirements at the project storage site on Vine Drive, ongoing professional support contracts, maintenance needs during the warranty period, and includes a minor contingency to cover any further unknowns. Figure 1 summarizes the existing appropriations. Staff believes this appropriation will be sufficient to complete the project based on the progress to date and a risk assessment of the remaining work.

Staff requests a $1,340,000 supplemental appropriation from Stormwater Fund reserves based on the budget analysis summarized in Figure 2.

Figure 2 – Budget Summary

	Appropriations	Encumbered & Expended	Balance
Current Appropriations	$ 44,382,815	$ 43,651,615	$ 731,200
Future Expenses (Known)		$ 1,048,141	$ (316,940)
Pending Issues (Potential)		$ 384,047	$ (700,988)
Appropriation Request	$1,340,000		$ 639,012
Total Project Appropriation	**$ 45,722,815**		

CITY FINANCIAL IMPACTS

The ordinance includes the following actions:

- Appropriates $1,340,000 for Stormwater Utility Fund non-lapsing expenses, and
- Transfers $2,948 from existing 2026 appropriations in the Stormwater Utility Fund to the Cultural Services Fund.

Stormwater Utility Fund reserves are available for this appropriation

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

Utilities staff presented this supplemental appropriation request to the Water Commission at its January 15, 2026, regular meeting. Meeting minutes will be included in a read before packet.

PUBLIC OUTREACH

The public outreach for the project has been extensive including a bi-weekly newsletter and website updates.

ATTACHMENTS / LINKS

1. Presentation
2. Ordinance No. 005, 2026

January 15, 2026

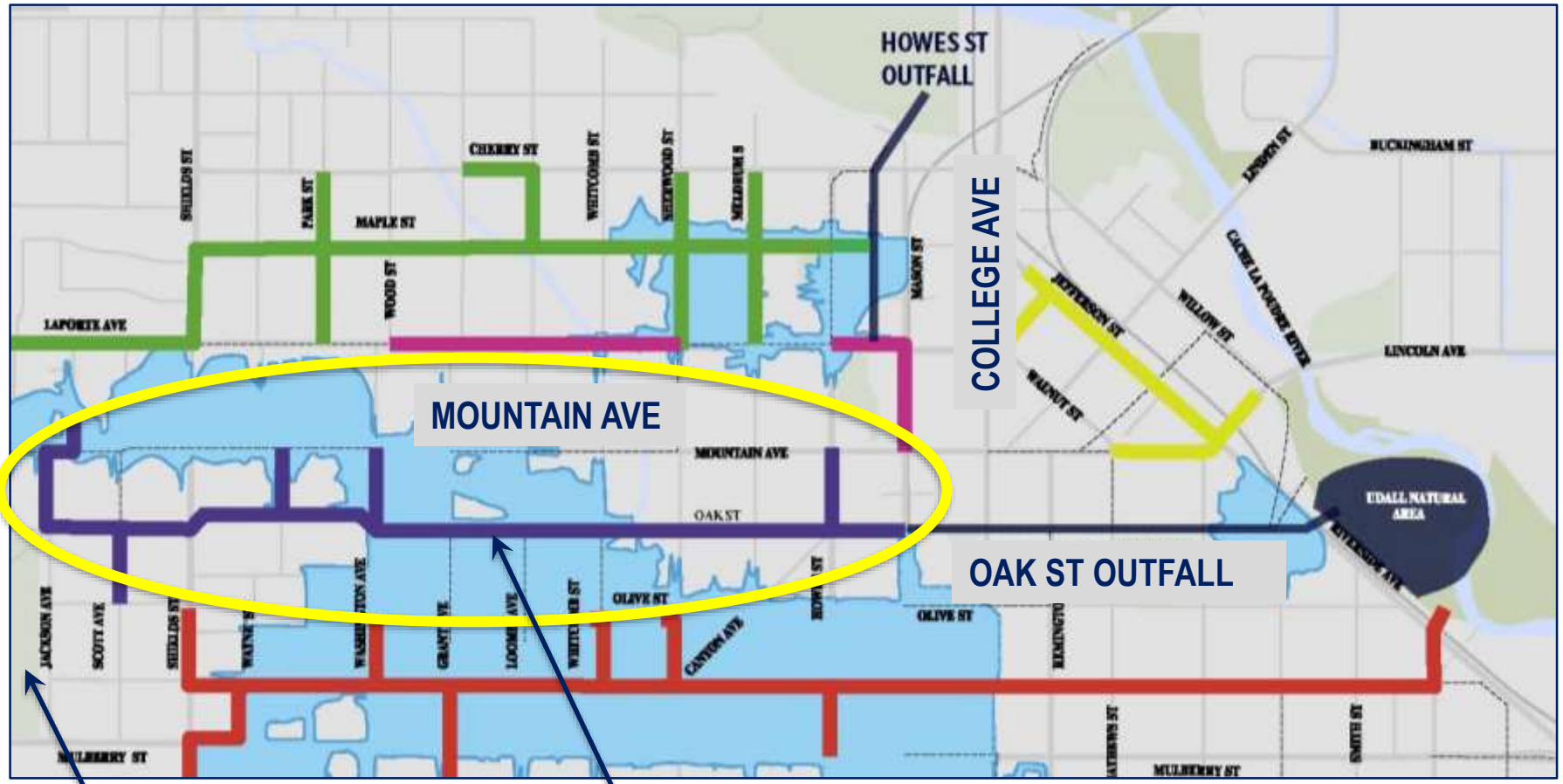
Oak Street Stormwater Project

Heather McDowell
Director, Civil Engineering

Joe Wimmer
Director, Utilities Finance



Background

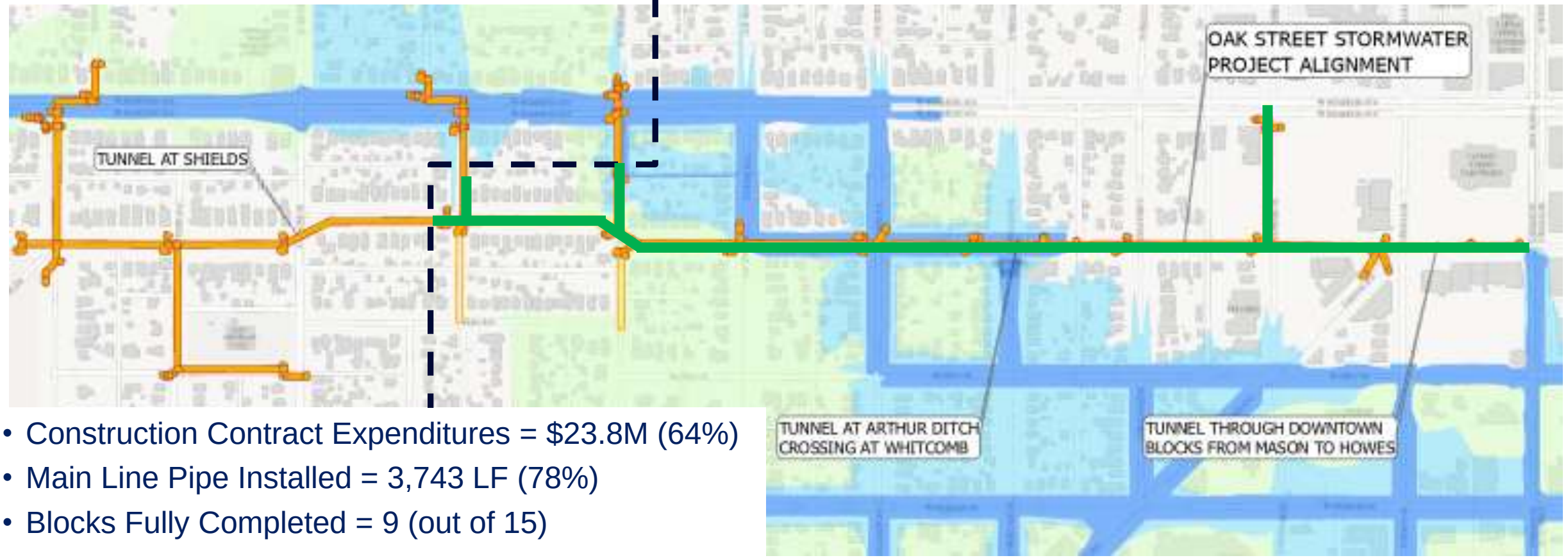


The **Oak Street Stormwater Improvements Project** has been identified as a top priority stormwater project for the City because it will significantly contribute to resolving the urban flooding issues for downtown Fort Collins neighborhoods and businesses.

Progress to Date

Current Work Zone

Completed!



- Construction Contract Expenditures = $23.8M (64%)
- Main Line Pipe Installed = 3,743 LF (78%)
- Blocks Fully Completed = 9 (out of 15)

Work to Date







Tunneling Activities 2024







Work to Date



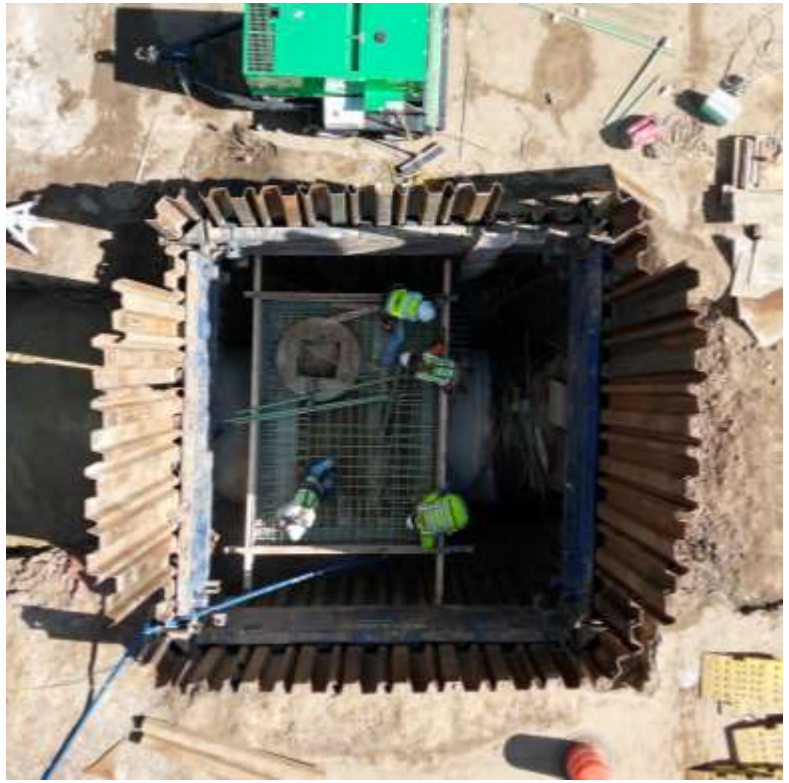






“Open Cut” Pipe Installation

Work to Date









Building Junction Structures and Inlets

Work to Date





Pipe Inspections









Materials Testing

Work to Date



Street Enhancements







Rain Gardens

All the People!












Additional Funding Request

	Appropriations	Expenditures & Encumberances	Balance
Appropriations Status (as of 1/6/2026)	$ 44,382,815	$ 43,651,615	$ 731,200
Future Expenses (Known)		$ 1,048,141	$ (316,940)
Pending Issues (Foreseeable)		$ 384,047	$ (700,988)
Appropriations Request, Balance Provides ~2% Remaining Contingency	**$ 1,340,000**		$ 639,012
Total Project Appropriations	$ 45,722,815		

Future Expenses: known future encumbrances

- Professional Services for Phase 2
- Change Order #4
- PM Time
- City Department Support from Real Estate, Forestry, Streets, Parking, Light & Power, Customer Connections

Pending Issues: potential future encumbrances

- Shields pavement design and replacement extents
- Asphalt contingency
- Unknown Utilities / Conditions

Contingency: For the unknowns that may happen on a project

- Typical contingency assigned to this type of project is 5-10%.
- Estimated contingency needed for this project is low relative to other projects because many high-risk items have already been built and only 30% of project remaining

Motion

I move that Water Commission recommends City Council approve a mid-cycle appropriation of $1,340,000 from stormwater reserves for **the Oak Street Stormwater Improvements Project.**

City of Fort Collins

Thank you!



fcgov.com/utilities/oak-street-stormwater-improvements-project

ORDINANCE NO. 005, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
APPROPRIATING PRIOR YEAR RESERVES AND AUTHORIZING
TRANSFERS OF APPROPRIATIONS FOR THE OAK STREET STORMWATER
PROJECT AND RELATED ART IN PUBLIC PLACES

A. The City owns and operates a Stormwater Utility for the purposes set forth in City Code Section 26-492, including for the economic, social, and environmental benefits identified in that section.

B. The Stormwater Utility is constructing the Oak Street Stormwater Improvement Project to contribute to the resolution of urban flooding and stormwater quality issues in downtown Fort Collins. The project started construction in July 2024 with an anticipated completion of August 2026.

C. The total appropriated budget for this project, to date, is $44,382,815. A requested additional appropriation of $1,340,000 from the Stormwater Utility Fund will fund remaining project support services, pending change order items, and a minor contingency for any unanticipated costs to complete the project.

D. This appropriation benefits the public health, safety, and welfare of the residents of Fort Collins and serves the public purpose of contributing to the resolution of urban flooding and stormwater quality issues in downtown Fort Collins.

E. Article V, Section 9 of the City Charter permits the City Council, upon the recommendation of the City Manager, to make supplemental appropriations by ordinance at any time during the fiscal year from such revenues and funds for expenditure as may be available from reserves accumulated in prior years, notwithstanding that such reserves were not previously appropriated.

F. The City Manager has recommended the appropriation described herein and determined that the funds to be appropriated are available and previously unappropriated from the Stormwater Fund and that this appropriation will not cause the total amount appropriated in the Stormwater Fund to exceed the current estimate of actual and anticipated revenues and all other funds to be received in this Fund during this fiscal year.

G. This Project involves construction estimated to cost more than $250,000 and, as such, City Code Section 23-304 requires one percent of these appropriations to be transferred to the Cultural Services and Facilities Fund for a contribution to the Art in Public Places program (“APP Program”).

H. The total project cost of $1,340,000 has been used to calculate the contribution to the APP program.

I. Contributions to the APP Program by each City Utility for art projects is kept and spent in such Utility's own fund, the Utility contributes its share of the APP Program's costs for maintenance, administration, repair, and display to the Cultural Services and Facilities Fund as provided in City Code Section 23-303(c).

J. In accordance with Article V, Section 10 of the City Charter, the appropriation for the Project from the Stormwater Fund and the transfer of a portion of those unexpended and unencumbered appropriated funds to the APP Program as provided in City Code Section 23-304(c) will be used for Stormwater purposes and improvements in connection with the Project that provide a betterment to the Utility or provide a specific Utility purpose that is beneficial to the Utility's ratepayers.

K. Article V, Section 11 of the City Charter authorizes the City Council to designate in the ordinance when appropriating funds for a capital project, that such appropriation shall not lapse at the end of the fiscal year in which the appropriation is made, but continue until the completion of the capital project.

L. The City Council wishes to designate the appropriation herein for the Oak Street Stormwater Improvement Project as an appropriation that shall not lapse until the completion of the project.

In light of the foregoing recitals, which the Council hereby makes and adopts as determinations and findings, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. There is hereby appropriated from prior year reserves in the Stormwater Fund the sum of ONE MILLION THREE HUNDRED FORTY THOUSAND DOLLARS ($1,340,000) to be expended in the Stormwater Fund for the Oak Street Stormwater Improvement Project.

Section 2. The unexpended and unencumbered appropriated amount of TWO THOUSAND SIX HUNDRED EIGHTY DOLLARS ($2,680) in the Stormwater Fund is hereby authorized for transfer to the Cultural Services and Facilities Fund and appropriated and expended therein for the operation costs of the APP Program.

Section 3. The unexpended and unencumbered appropriated amount of TWO HUNDRED SIXTY-EIGHT DOLLARS ($268) in the Stormwater Fund is hereby authorized for transfer to the Cultural Services and Facilities Fund and appropriated and expended therein for the maintenance costs of the APP Program.

Section 4. The appropriation herein for the Oak Street Stormwater Improvement Project is hereby designated, as authorized in Article V, Section 11 of the City Charter, as an appropriation that shall not lapse at the end of this fiscal year but continue until the completion of the project.

Introduced, considered favorably on first reading on January 20, 2026, and approved on second reading for final passage on February 3, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: February 13, 2026
Approving Attorney: Eric Potyondy

Exhibit: None.

File Attachments for Item:

6. First Reading of Ordinance No. 006, 2026, Adopting Nonsubstantive Relettering of the Landscape and Tree Protection Section of the Land Use Code.

The purpose of this item is to reorganize the subsections of the Landscape and Tree Protection section (5.10.1) of the Land Use Code (LUC) to further clarify and create better flow of the Code section. This item is the final step in improving the Landscape and Tree Protection section of the LUC following the recently adopted tree policies in October and December 2025.

January 20, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Kendra Boot, City Forester

SUBJECT

First Reading of Ordinance No. 006, 2026, Adopting Nonsubstantive Relettering of the Landscape and Tree Protection Section of the Land Use Code.

EXECUTIVE SUMMARY

The purpose of this item is to reorganize the subsections of the Landscape and Tree Protection section (5.10.1) of the Land Use Code (LUC) to further clarify and create better flow of the Code section. This item is the final step in improving the Landscape and Tree Protection section of the LUC following the recently adopted tree policies in October and December 2025.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

Council adopted seven tree policy ordinances in October and December 2025. At the time, it was too confusing to reletter and update referencing at the same time as the tree policy changes. Staff decided to wait on these minor updates until 2026 to reduce confusion of the changes. The relettering of 5.10.1 Landscape and Tree Protection is as follows:

- (D) would become (F)
- (E) would become (G)
- (F) would become (D)
- (G) would become (E)

The goal behind this change is to create clarity and better flow of this section of the code in practice. All cross-references to Section 5.10.1 will be updated throughout the Land Use Code.

CITY FINANCIAL IMPACTS

None.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS

1. Ordinance No. 006, 2026

ORDINANCE NO. 006, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
ADOPTING NONSUBSTANTIVE RELETTERING OF THE
LANDSCAPE AND TREE PROTECTION SECTION OF THE LAND
USE CODE

A. Council adopted seven tree policy ordinances in October and December of 2025.

B. Because of all of those changes, reorganizing the subsections of Land Use Code Section 5.10.1 is necessary in order to clarify and create a better flow of this Code Section.

In light of the foregoing recitals, which the Council hereby makes and adopts as determinations and findings, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. Section 5.10.1 of the Code of the City of Fort Collins is hereby amended to read as follows:

5.10.1 LANDSCAPING AND TREE PROTECTION

. . .

(~~F~~D) **Tree Preservation and Mitigation.** Existing significant trees (six (6) inches and greater in diameter) within the LOD and within NHBZs must be recorded in a tree inventory and preserved to the extent reasonably feasible and may help satisfy the landscaping requirements of this Section as set forth below. Such trees shall be considered "protected" trees within the meaning of this Section, subject to the exceptions contained in Subsection (~~F~~D)(2~~-~~4) below. Streets, buildings and lot layouts shall be designed to minimize the disturbance to significant existing trees. All required landscape plans, demolition plans, grading plans, building plans, engineering plans, and utility plans shall accurately identify the locations, species, size and condition of all significant trees, each labeled showing the applicant's intent to either remove, transplant or protect.

. . .

(1) **Mitigation Trees.** A significant tree that is removed shall be replaced to mitigate the loss of contribution and value of the removed significant tree(s). The following mitigation values by size class are as follows:

Existing Tree Diameter Range	Mitigation Value Equivalent
6”- 14”	1 tree
15”- 19”	2 trees
20”-24”	3 trees
25” – 29”	5 trees
30” – 39”	10 trees
40” and greater	20 trees

Mitigation trees shall meet the minimum size requirements defined in Subsection (~~D~~F)(1)(d)(l).

(2) **Street Trees**. All existing street trees that are located on City rights-of-way abutting the development, and not approved for removal, shall be accurately identified by species, size, location, and condition on required landscape plans, and shall be preserved and protected in accordance with the standards of Subsection (~~G~~E).

. . .

(~~G~~E) **Tree Protection During Construction.** The following tree protection specifications shall be followed for all projects with protected existing trees. Any development activity that may cause injury to the existing trees set be preserved shall be enforced as provided under Section 2.14.1.

. . .

(10) **Ribboning Off.** Large property areas containing protected trees and separated from construction or land clearing areas, road rights-of-way and utility easements may be "ribboned off," rather than erecting protective fencing around each tree as required in Subsection (~~G~~E)(~~3~~5) above. This may be accomplished by placing metal t-post stakes a maximum of fifty (50) feet apart and tying ribbon or rope from stake-to-stake along the outside perimeters of such areas being protected.

(11) **Soil Disturbances.** Soil disturbances in proximity to trees must comply with the distances in Table 5.10.1-(~~6~~1) below, Tree Diameter to Soil Disturbance Distance. Soil disturbances include, but are not limited to, soil loosening or amending, augering or boring, tunnelling, irrigation installation, or excavation within the critical root zone (CRZ). CRZ is defined as the area of soil around a tree where the roots necessary for the tree’s health and survival are located, extending one (1) foot for every inch of the tree’s

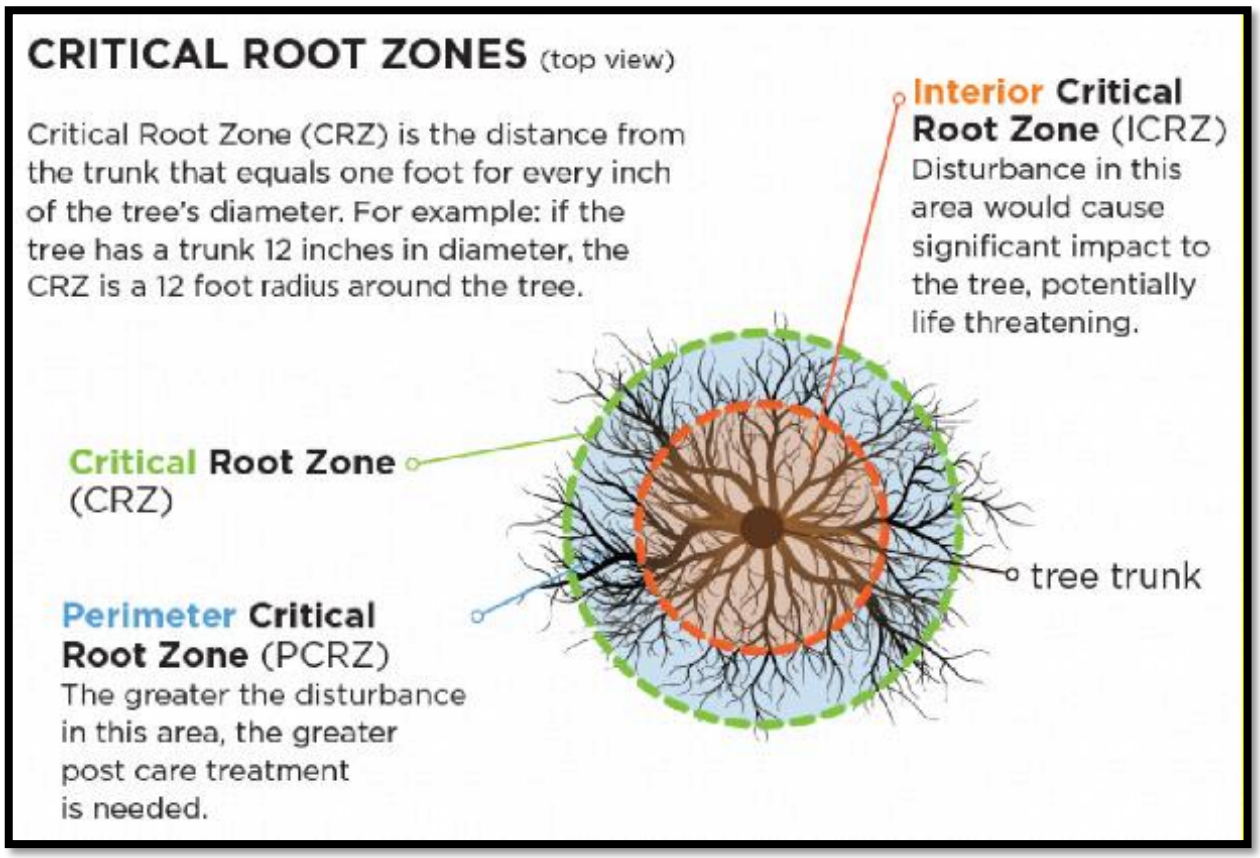
diameter measured at the Diameter at Standard Height (DSH), typically four and one-half (4½) feet about ground. Soil loosening and amending shall be pursuant to City Code Section 12-132.

(12) **Underground Facilities Installations.** Underground Facilities Installations. The installation of utilities, irrigation lines or any underground fixture requiring excavation deeper than six (6) inches shall be accomplished by boring under the root system of protected existing trees at a minimum depth of twenty-four (24) inches and not directly under the trunks of trees. Low pressure hydro excavation, air spading or hand digging are required to help reduce impact to the tree(s) root system when excavating at depths of twenty-four (24) inches or less. Refer to the CRZ diagram, Figure 5.10.1-(~~3~~1), for root protection guidelines. The CRZ shall be incorporated into and shown on development plans for all existing trees to be preserved.

Table 5.10.1-(~~6~~1) – Tree Diameter to Soil Disturbance Distance Table

Tree Diameter at Breast Height (Inches)	0" to 9"	10" to 14"	15" to 19"	Over 19"
Soil Disturbance Distance from Face of Tree* (Feet)	5 feet	10 feet	12 feet	15 feet
*The soil disturbance distance shall be measured from the edge of disturbance to the face of the tree.				

Figure 5.10.1-(~~3~~1) - Critical Root Zone Diagram.



. . .

(~~D~~F) **Landscape Planning and Design**. Any landscape plan required must meet at least the standards in this Subsection.

(1) **Tree Planting**.

. . .

(b) **Minimum Tree Stocking Requirements**. All developments must establish groupings of trees along all city streets, in and around parking lots, and in landscape areas shown in the landscape plan. These stocking requirements outline the required minimum tree canopy and are in addition to requirements for preserving existing trees, parking lot landscape requirements and required tree mitigation. These stocking requirements are not intended to limit additional tree plantings in any remaining portions of the development. Required tree stocking comprises:

. . .

(II) Street tree planting in accordance with the *Larimer County Urban Area Street Standards* and the street tree planting as defined in Subsection (~~D~~F)(1)(e) below;

. . .

(V) Full tree stocking under this Subsection (~~D~~F)(1)(b) shall mean formal or informal groupings of trees planted according to the following spacing dimensions depending on species and desired degree of shading of the ground plane:

Table 5.10.1-(~~1~~2) – Spacing

Tree Type	***Minimum/Maximum Spacing***
Canopy shade trees	20'—30' spacing
Coniferous evergreens	20'—30' spacing
Ornamental trees	Maximum 30’ spacing

(VI) Exact tree locations and spacings may be adjusted at the option of the applicant to support patterns of use, views and circulation as long as the minimum tree stocking requirement under this Subsection (~~D~~F)(1)(b) and the minimum species diversity requirement under Subsection (~~D~~F)(1)(c) are met; and

(VII) Canopy shade trees must constitute at least fifty percent (50%) of all tree plantings required in Subsections (~~D~~F)(1)(b)(I) or (II) above.

(c) **Minimum Tree Species Diversity**. No more than three (3) consecutive trees of the same cultivar or variety may be planted in a row, including corners and groupings. The following minimum requirements apply to any landscape plan.

Table 5.10.1-(~~2~~3) – Species Diversity Table

Number of trees on site	***Maximum percentage of any one species***
10—19	40%
20—39	30%
40—59	20%
60 or more	10%

(d) **Tree Species and Minimum Sizes**. The City Forester shall provide a recommended list of trees that are acceptable to satisfy the requirements for landscape plans, including approved canopy shade trees that may be used as street trees.

(I) **Minimum Size.** The following minimum sizes shall be required (except as provided in Subsection (~~D~~F)(1)(d)(II) below):

Table 5.10.1-(~~3~~4) – *Minimum Size Table*

Type	***Minimum Size***
Canopy Shade Tree	2.0" caliper balled and burlapped or equivalent
Evergreen Tree	6.0' height balled and burlapped or equivalent
Ornamental Tree	1.5" caliper balled and burlapped or equivalent
Shrubs	5 gallon or adequate size consistent with design intent or 1 gallon may be permitted if planting within the Critical Root Zone of existing trees

Any tree plantings that are in addition to those that are made as part of the approved landscape plan are exempt from the foregoing size requirements.

(II) **Reduced Minimum Sizes for Affordable Housing Projects**. In any affordable housing project, the following minimum sizes shall be required:

Table 5.10.1-(45) – *Affordable Housing Minimum Tree Size Table*

Type	***Minimum Size***
Canopy Shade Tree	1.0" caliper container or equivalent
Evergreen Tree	4.0' height container or equivalent
Ornamental Tree	1.0" caliper container or equivalent
Shrubs	1 gallon

(e) **Street Trees**. Planting of street trees shall occur in the adjoining street right-of-way. Except as described in Subsection (~~D~~F)(1)(e)b. below, the street tree plantings in connection with the development shall occur as described in Subsections (~~D~~F)(1)(e)a. through e. below:

(I) **Placement:**

. . .

b. **Behind attached sidewalk.** Canopy shade trees shall be established in an area ranging from three (3) to seven (7) feet behind the sidewalk at the spacing intervals as required in Subsection (~~D~~F)(1)(e)(I)a. above.

. . .

(II) **Planting:**

. . .

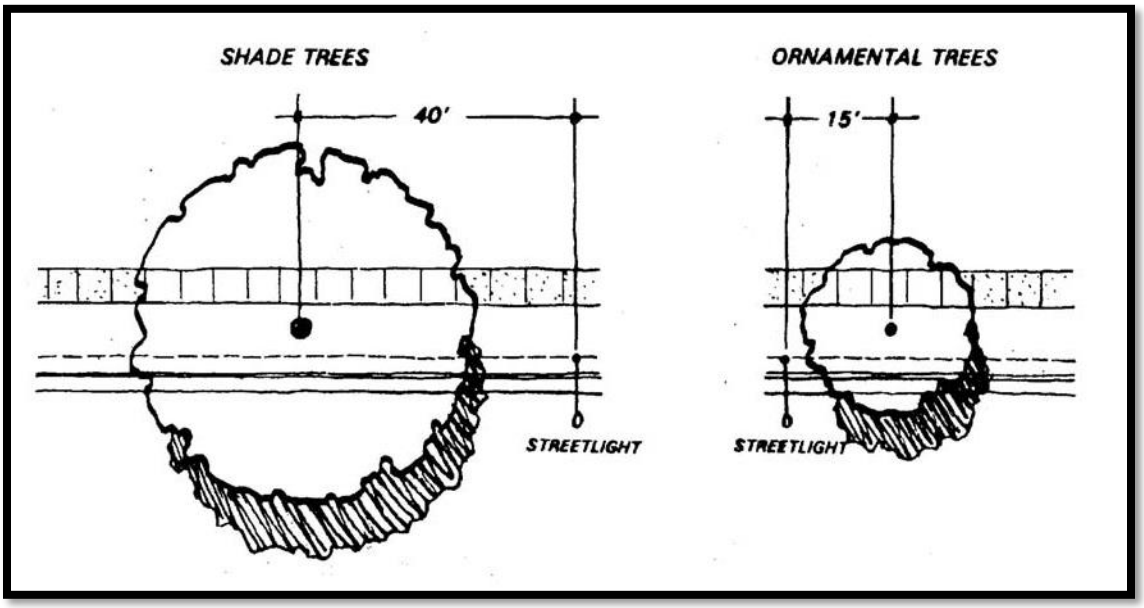
d. **Three-year establishment period.** The establishment period of three full growing seasons (March through November) begins once all street trees in a phased planting as specified in (~~D~~F)(1)(e)(II)(b) have been permitted and planting has been approved by City of Fort Collins Forestry Division and Zoning Department, and the following applies:

. . .

(f) **Utilities and Traffic.** Landscape, utility and traffic plans shall be coordinated. Minimum dimension requirements for the most common tree/utility and traffic control device separations are shown below. Exceptions to these requirements may occur, as approved by the Director, where utilities or traffic control devices are not located in their standard designated locations. Tree/utility and traffic control device separations shall not be used as a means of avoiding the planting of required street trees. Required separations are:

(I) Forty (40) feet between shade trees and streetlights. Fifteen (15) feet between ornamental trees and streetlights. (See Figure 5.10.1-(~~1~~2).)

Figure 5.10.1-(~~1~~2) – Tree/Streetlight Separations



. . .

(2) **Landscape Area Treatment.** Landscape areas shall include all areas on the site, including entryways, that are not covered by buildings, structures, paving, impervious surface, or patios. Landscape areas shall consist only of landscaping, which includes any combination of living plants, and may include built features such as fences, benches, works of art, reflective pools, fountains, or the like. Landscaping shall also include irrigation systems, mulches, topsoil, soil preparation, revegetation, and the preservation, protection, and replacement of existing trees.

. . .

(b) **Grouping and Placement**. A landscape plan must group landscape materials based upon hydrozone and irrigated accordingly (as described under Subsection(~~D~~F)(3) of this Section and based on light (e.g. full sun, shade, partial sun) requirements.

(c) **Irrigated Turf grass**. Irrigated turf grass areas may only be planted according to planned use. Any landscape plan that includes irrigated turf grass must indicate the intended use of all turf grass areas.

(I) Irrigated turf grass with a high water requirement may only be planted according to planned use, only in areas or spaces used for recreation or for civic or community purposes. Such purposes may include playgrounds, sports fields or other athletics programming, picnic grounds, amphitheaters, portions of parks, and playing areas of golf courses. Such

purposes do not include, and irrigated turfgrass with a high water requirement must not be planted in, parking lots or medians. Irrigated turf grass with a high water requirement may only be planted for recreation, civic or community purposes and is limited to areas of heavy foot traffic. Irrigated turf grass with a high water requirement refers to high- or moderate-hydrozone sod forming grasses including species such as Poa pratensis (Kentucky bluegrass), and turf-type tall fescue (Festuca arundinacea) and their varieties and cultivars. See the hydrozone table (Table 5.10.1-(~~5~~6)) at Subsection (~~D~~F)(3) of this Section for descriptions of hydrozones.

. . .

(III) Irrigated turf grass species with a low water requirement may be located on a site as appropriate for the species and planned activity. Well-maintained irrigated turf grass with a low or very-low water requirement according to hydrozones in Table 5.10.1-(~~5~~6) at Subsection (~~D~~F)(3) of this Section or the *City of Fort Collins Plant List* and that also does not meet the definition of "turf" set forth in C.R.S. 37-60-135(2)(i) and well-maintained regionally adapted or native grass species are not subject to the irrigated turf grass limits in Subsection (~~D~~F)(2)(c)(I) of this Section.

. . .

(k) **Visual Clearance or Sight Distance Triangle**. Except as provided in Subsections (~~D~~F)(2)(k)(I) and (II) below, a visual clearance triangle, free of any structures or landscape elements over twenty-four (24) inches in height, shall be maintained at street intersections and driveways in conformance with the standards contained in the *Larimer County Urban Area Street Standards*.

. . .

(3) **Water Budget and Hydrozones**. Landscape plans must also contain estimated water use, including:

. . .

(b) **Hydrozones.** A hydrozone plan view diagram that identifies each hydrozone category assigned per planted area and that sums the total area of each category per hydrozone. The hydrozone plan view diagram shall provide an accurate and clear visual identification of

all hydrozones using easily distinguished symbols, labeling, hatch patterns, and relationships of hydrozone plan elements.

Hydrozones are defined in Section 7.2.2 and according to the following categories:

Table 5.10.1-(~~5~~6) – Hydrozones

HYDROZONE	WATER CONSUMPTION PER YEAR
High Hydrozone	18 gallons/square feet/year
Moderate Hydrozone	14 gallons/square feet/year
Low Hydrozone	8 gallons/square feet/year
Very Low Hydrozone	3 gallons/square feet/year

. . .

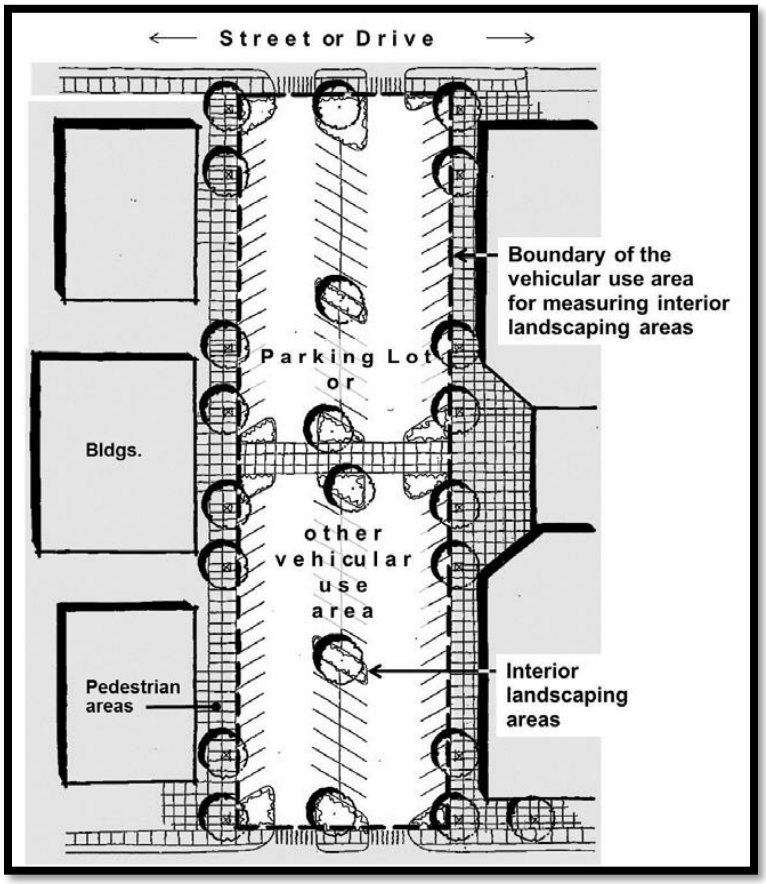
(5) **Parking Lot Interior Landscaping.** Six percent (6%) of the interior space of all parking lots with less than one hundred (100) spaces, and ten percent (10%) of the interior space of all parking lots with one hundred (100) spaces or more shall be landscape areas. (See Figure 5.10.1-(~~2~~3)). All parking lot islands, connecting walkways through parking lots and driveways through or to parking lots shall be landscaped and irrigated according to the following standards in addition to the other requirements in this Section:

(a) **Visibility**. To avoid landscape material blocking driver sight distance at driveway-street intersections, no plant material greater than twenty-four (24) inches in height shall be located within fifteen (15) feet of a curb cut. This requirement does not apply to trees, for which visibility requirements are provided in Subsection (~~D~~F)(2)(k)(II) of this Section.

. . .

(c) **Landscaped Islands**. In addition to any pedestrian refuge areas, each landscaped island shall include one (1) or more canopy shade trees, be of length greater than eight (8) feet in its smallest dimension, include at least eighty (80) square feet of ground area per tree to allow for root aeration, and have raised concrete curbs.

Figure 5.10.1-(~~2~~3) – Interior Landscaping for Vehicular Use Areas:



. . .

(7) **Landscaping of Vehicle Display Lots**. Vehicle display lots for vehicle sales and leasing (as those terms are defined in Article 7) that abut an arterial or collector street shall feature landscaped islands along the street at an interval not to exceed every fifteen (15) vehicles or one hundred thirty-five (135) feet, whichever is less. Each landscaped island shall comply with the requirements of 5.10.1(~~E~~G)~~(5)(c)~~.

(~~E~~G) **Landscape Materials, Maintenance and Replacement.**

. . .

(4) **Maintenance**. Trees and vegetation, irrigation systems, fences, walls and other landscape elements shall be considered as elements and infrastructure of the development in the same manner as parking, building materials and other site details. The applicant, landowner or successors in interest shall be jointly and severally responsible for the regular

maintenance of all landscaping elements in good condition. Required maintenance includes, but is not limited to, the following**:**

. . .

(d) Preserve and protect trees and the critical root zone (CRZ) designated for preservation. Preserving and protection includes but is not limited to avoiding damage to the tree and CRZ. Damaging actions include but are not limited to damaging the bark, excavating or trenching in the CRZ, storing heavy equipment on the CRZ, and over pruning.

(I) Damage to a tree or CRZ that interferes with the long-term health of the tree requires mitigation according to the Tree Mitigation Requirements under Subsection (~~G~~E) of this Section.

. . .

(6) **Mitigation**. Healthy, mature trees that are removed by the applicant or by anyone acting on behalf of or with the approval of the applicant shall be replaced per Subsection (~~F~~D) to mitigate the loss of value of existing canopy.

(7) **Revegetation**. When the development causes any disturbance within any natural area buffer zone, revegetation shall occur as required in Subsection 5.6.1(E)(2) (Development Activities Within the Buffer Zone) and subsection 5.10.1(~~F~~D) (Tree Preservation and Mitigation).

. . .

(H) **Irrigation**. Irrigation systems must be designed, operated, and maintained to prioritize water conservation and water efficiency. Systems should be designed to water deeply and infrequently to develop greater drought tolerance.

. . .

(2) **Irrigation Plan Specifications.** For any development within the City, an irrigation plan as part of the landscape plan must be submitted to and approved by the Director, and by the Parks Department if a streetscape to be turned over to the City is involved, before a building permit is issued, or if no building permit is required, then before commencement of construction. Any major deviation from an approved irrigation plan, resulting from construction, requires an as-built amendment to the irrigation plan. As determined by the Director, minor redevelopment or change of use projects may not be required to submit an irrigation plan as part of the landscape

plan. In such cases, a written statement shall be submitted describing the type of irrigation system proposed. The irrigation plan shall incorporate the City of Fort Collins Irrigation System Standards for Water Conservation set forth in this Subsection. The irrigation plan must include a water use table organized by irrigation zone for each irrigation tap, corresponding to the hydrozone plan view diagram and aligning with the water budget chart in the landscape plan (Subsection(~~D~~F)(3) of this Section), and showing the total annual water use. The irrigation plan must also depict on the hydrozone plan view diagram in each watering area by hydrozone, the location/point of irrigation tap connections with the water system, the proposed peak gallons per minute and tap size for each tap, and the layout of irrigation main lines proposed. In addition, as provided below in Subsection (I) of this Section, the irrigation system must be inspected for compliance with the approved irrigation plan before the issuance of a Certificate of Occupancy.

. . .

Section 2. City Council hereby directs the codifier of the Land Use Code to update accordingly all cross-references to Section 5.10.1 contained in the Land Use Code.

Introduced, considered favorably on first reading on January 20, 2026, and approved on second reading for final passage on February 3, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: February 13, 2026
Approving Attorney: Stefanie Boster

Exhibit: None

File Attachments for Item:

7. First Reading of Ordinance No. 007, 2026, Amending Section 26-721 of the Code of the City of Fort Collins to Adjust Timelines to Correct Billing Errors.

The purpose of this item is to provide a more equitable and efficient process for correcting utility billing errors. The adjusted timelines, which align with those of the Colorado Public Utilities Commission (the “PUC”) improve administrative efficiency and reduce customer impact.

January 20, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Phillip Ladd, Senior Manager, Financial Operations

SUBJECT

First Reading of Ordinance No. 007, 2026, Amending Section 26-721 of the Code of the City of Fort Collins to Adjust Timelines to Correct Billing Errors.

EXECUTIVE SUMMARY

The purpose of this item is to provide a more equitable and efficient process for correcting utility billing errors. The adjusted timelines, which align with those of the Colorado Public Utilities Commission (the "PUC") improve administrative efficiency and reduce customer impact.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

Under current City Code Section 26-721, the City refunds overbilled amounts for up to six (6) years and charges customers for underbilled usage for up to six (6) years.

Staff benchmarked these timelines to determine industry standards. While timeframes are not consistent among Colorado's municipal utilities, six years was considerably longer than most other defined timelines.

The proposed Ordinance No. 007, 2026, is based on the following timelines adopted in the PUC administrative rules: two years for overbilling and six months for underbilling errors for both electrical and water utilities, 4 CCR 723-3402, 4 CCR 723-5402 (Adjustments for Meter and Billing Errors).

Staff believe that the proposed timelines in Ordinance No. 007, 2026, would reduce the financial impact for utility customers for underbilled amounts because additional charges must be discovered within six (6) months rather than six (6) years; however, the look-back period for underbilling will remain six (6) years when a utility customer takes actions to mislead the utility. In situations where overbilling is discovered, it can be difficult to identify the root cause of the error and calculate the financial implications due to rate and other changes over multiple years. Therefore, staff recommends that the City's obligation to provide refunds or credits be for a period of two (2) years following the charge, taking effect for bills issued after March 1, 2026.

CITY FINANCIAL IMPACTS

Financial impacts would be a net reduction of utility fee revenue due to the shortening of the timelines proposed; however, the impact would be immaterial to all utility enterprise revenues, and because no additional work will be necessary to implement this change, no additional expenses will be incurred.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS

1. Ordinance No. 007, 2026

ORDINANCE NO. 007, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AMENDING SECTION 26-721 OF THE CODE OF THE CITY OF FORT COLLINS TO ADJUST TIMELINES TO CORRECT BILLING ERRORS

A. The City Council is empowered and directed by Article XII, Section 6, of the City Charter to fix, establish, maintain, and provide for the collection of such rates, fees, or charges for utility services furnished by the City to produce revenues sufficient to pay the costs, expenses, and other obligations of the electric utility.

B. The regulation and governance of the provision of municipal utilities, pursuant to City Charter, are codified in Chapter 26 of the City Code.

C. Chapter 26 of the City Code sets forth the procedures and conditions for billing and collection of fees and charges for utility services, including resolution of delinquent balances and service disconnection, and terms for assessing and collecting fees and charges due for delivery of specified utility services.

D. From time to time, City staff review these Code provisions and recommend amendments to update the Code's language to respond to issues identified by staff, customers, and public assistance agencies, and changes in technology for delivering utility services.

E. After review, staff has identified that provisions in Chapter 26 of the City Code, which establish that the City will refund or bill utilities customers for over or underbilled amounts for six years following the billed service, do not align with the current practices of other utilities.

F. Amending City Code Section 26-721 to adopt a two-year timeframe in which discovered overbilling errors may be addressed follows those implemented in rule by the Colorado Public Utilities Commission.

G. Adopting an updated utilities billing error timeframe will improve administrative efficiency and reduce customer impacts, including reducing the financial burden on utilities customers for underbilled amounts from a six-year to a six-month period.

In light of the foregoing recitals, which the Council hereby makes and adopts as determinations and findings, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS that Section 26-721 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 26-721. – Billing errors.

(a) When an error has been made in an account, the following shall apply:

(1) ~~Overpayment.~~ Overbilling. When the utility determines a customer has ~~overpaid~~ been overbilled for utility service and the ~~overpayment occurred~~ overbilling is discovered within two (2) years after the date of a bill issued on or after March 1, 2026 for the overbilled utility service charge ~~no more than six (6) years before the date the error is made known to the utility~~, the utility will issue to the customer a credit or a refund for that period, without interest, as reimbursement for the ~~overpayment~~ overbilling if each of the following conditions is met:

a. Documentation evidencing the ~~overpayment~~ overbilling is available in utility records or has been provided to the utility by the customer; and

b. The utility confirms the accuracy and sufficiency of the documentation based on utility records.

. . .

(3) ~~Undercharges.~~ Underbilling. When the utility determines a current customer has been ~~undercharged~~ underbilled ~~for any reason and has underpaid~~ for utility service, and the underbilled total is more than the minimal amount per account or aggregate billing system threshold established by the administrative rules and regulations adopted by the Financial Officer pursuant to § 26-720, the customer ~~shall~~ will be billed for the ~~undercharges~~ underbilled amount without interest~~, except~~ as follows:

a. When the ~~undercharges~~ underbilling ~~occurred~~ is discovered within ~~more than six (6) years~~ six (6) months after the date of the bill of the underbilled utility service charge, the utility will bill the customer for that period~~. before the date the utility discovers the error~~; or

~~b. The undercharges total less than a minimal amount per account or aggregate billing system threshold established by the administrative rules and regulations adopted by the Financial Officer pursuant to § 26-720.~~

b. When the utility determines that a utility customer has been underbilled for utility service and that customer took an action or permitted false information to mislead the utility, per Code § 26-721(b), with or without being charged under § 1-15 of the Code, the utility will bill the customer for the underbilled amount for the six (6) years after the date of the bill of the underbilled utility service charge.

. . .

Introduced, considered favorably on first reading on January 20, 2026, and approved on second reading for final passage on February 3, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: February 13, 2026
Approving Attorney: Dianne Criswell

Exhibit: None

File Attachments for Item:

8. Items Relating to the Irish Elementary School Safe Routes to School Project.

A. Resolution 2026-009 Authorizing the Execution of an Intergovernmental Agreement Between the City of Fort Collins and the Colorado Department of Transportation for the Irish Elementary School Roadway Improvements.

B. Resolution 2026-010 Authorizing the Execution of an Intergovernmental Agreement Between the City of Fort Collins and the Poudre School District for the Irish Elementary School Safe Routes to School Project.

C. Resolution 2026-011 Authorizing the Execution of an Intergovernmental Agreement Between the City of Fort Collins and Larimer County for the Irish Elementary School Safe Routes to School Project.

D. First Reading of Ordinance No. 008, 2026, Making Supplemental Appropriations of Grants and Authorizing Transfers of Appropriations for the Irish Elementary School Safe Routes to School Project and Related Art in Public Places.

The purpose of this item is to enable the City to receive and expend federal, Colorado Department of Transportation (CDOT), and local funds for the Irish Elementary School Safe Routes to School (SRTS) project (Project). The funds will be used to design and construct improvements along West Vine Drive and along Irish Drive to benefit Irish Elementary School students. These improvements will create safer conditions for pedestrians, cyclists, and motorists traveling near the school. If approved, the item will: 1) authorize the City Manager to execute an Intergovernmental Agreement (IGA) for the Project with CDOT; 2) authorize the City Manager to execute an IGA for the Project with the Poudre School District; 3) authorize the City Manager to execute an IGA for the Project with Larimer County; 4) appropriate $835,000 of CDOT Safe Routes to School (SRTS) grant funds for the Project; 5) appropriate $28,333 of Highway Safety Improvement Program (HSIP) grant funds for the Project; 6) appropriate $75,000 of Poudre School District grant funds to the Project; 7) appropriate $25,000 of Larimer County grant funds to the Project; 8) transfer matching funds from the Community Capital Improvement Program – Pedestrian Sidewalk (CCIP-PS); 9) transfer matching funds from the Community Capital Improvement Program – Bicycle Infrastructure Improvements (CCIP-BII); and 10) transfer $1,000 (1% of the Poudre School District and Larimer County contributions) in capital project funds to the Art in Public Places (APP) program.

January 20, 2026

AGENDA ITEM SUMMARY

City Council

STAFF

John Gerwel, Project Manager
Nancy Nichols, Safe Routes to School Program Manager
Dana Hornkohl, Capital Projects Manager

SUBJECT

Items Relating to the Irish Elementary School Safe Routes to School Project.

EXECUTIVE SUMMARY

A. Resolution 2026-009 Authorizing the Execution of an Intergovernmental Agreement Between the City of Fort Collins and the Colorado Department of Transportation for the Irish Elementary School Roadway Improvements.

B. Resolution 2026-010 Authorizing the Execution of an Intergovernmental Agreement Between the City of Fort Collins and the Poudre School District for the Irish Elementary School Safe Routes to School Project.

C. Resolution 2026-011 Authorizing the Execution of an Intergovernmental Agreement Between the City of Fort Collins and Larimer County for the Irish Elementary School Safe Routes to School Project.

D. First Reading of Ordinance No. 008, 2026, Making Supplemental Appropriations of Grants and Authorizing Transfers of Appropriations for the Irish Elementary School Safe Routes to School Project and Related Art in Public Places.

The purpose of this item is to enable the City to receive and expend federal, Colorado Department of Transportation (CDOT), and local funds for the Irish Elementary School Safe Routes to School (SRTS) project (Project). The funds will be used to design and construct improvements along West Vine Drive and along Irish Drive to benefit Irish Elementary School students. These improvements will create safer conditions for pedestrians, cyclists, and motorists traveling near the school. If approved, the item will: 1) authorize the City Manager to execute an Intergovernmental Agreement (IGA) for the Project with CDOT; 2) authorize the City Manager to execute an IGA for the Project with the Poudre School District; 3) authorize the City Manager to execute an IGA for the Project with Larimer County; 4) appropriate $835,000 of CDOT Safe Routes to School (SRTS) grant funds for the Project; 5) appropriate $28,333 of Highway Safety Improvement Program (HSIP) grant funds for the Project; 6) appropriate $75,000 of Poudre School District grant funds to the Project; 7) appropriate $25,000 of Larimer County grant funds to the Project; 8) transfer matching funds from the Community Capital Improvement Program – Pedestrian Sidewalk (CCIP-PS); 9) transfer matching funds from the Community Capital Improvement Program – Bicycle Infrastructure Improvements (CCIP-BII); and 10) transfer $1,000 (1% of the Poudre School District and Larimer County contributions) in capital project funds to the Art in Public Places (APP) program.

STAFF RECOMMENDATION

Staff recommends adoption of the Resolutions and the Ordinance on First Reading.

BACKGROUND / DISCUSSION

Irish Elementary School is located on the west side of Irish Drive, a local residential street in northwest Fort Collins. Irish Elementary students who live north of West Vine Drive must walk or ride their bikes along the shoulder of West Vine Drive, a two-lane arterial street, then cross this road to get to school. Many of the streets and roads in this area either lack sidewalks altogether, or have substandard sidewalks, and there is a lack of multi-use trail connectivity in this area of the City. Irish Elementary has high numbers of students who bike, walk, or roll to school. Those students who live south of the school experience safer routes to school via low-traffic, low-volume residential streets with sidewalks. Other students who live north of the school must cross West Vine to get to school, making their journey much more challenging and riskier due to the existing suboptimal crossing at the West Vine Drive and Irish Drive intersection.

The improvements proposed as part of the Project will create space and infrastructure intended to minimize the time students, parents, and school staff spend on the street when commuting to this location. The improvements along West Vine Drive will include a separated multimodal sidewalk (sidepath) for pedestrians and cyclists. The improvements at the intersection of Vine and Irish will include a new Rectangular Rapid Flashing Beacon (RRFB) and median refuge island. The improvements along Irish Drive will enlarge the existing sidewalk into a sidepath between the RRFB and the school.

In 2025 a CDOT SRTS grant was awarded to the City to support the design and construction of the Project. The SRTS funding became available to the City in the State fiscal year 2026 (July 2025). SRTS funding involves a 80%/20% (Federal/Local) cost sharing. Also in 2025, a CDOT HSIP grant was awarded to the City for the design and construction of the RRFB included in the Project. HSIP funding involves an 88.9%/11.1% (Federal/Local) cost sharing.

Per Chapter 23 of the City Code, Article XII (addressing Art in Public Places), Section 23-304, all appropriations for construction projects estimated to a total cost of over $250,000 shall include an amount equal to 1% of eligible funds for works of art. The proposed action includes a transfer of $1,000 to the APP program, which is 1% of the Poudre School District and Larimer County contributions. The SRTS and HSIP grant funds are not eligible for an APP contribution. CCIP funds have already contributed 1% towards the APP program.

CITY FINANCIAL IMPACTS

The following is a summary of the funding anticipated for design and construction for the Irish Elementary School Safe Routes to School project. The total fund amount for the Project is $1,419,617 composed of funds appropriated or transferred with this action.

Funds to be Appropriated or Transferred		
Safe Routes to School Grant (SRTS)	$	835,000
Highway Safety Improvement Program (HSIP)	$	28,333
Poudre School District (PSD)	$	75,000
Larimer County (LC)	$	25,000
Community Capital Improvement Program - Pedestrian Sidewalk (CCIP-PS)	$	119,437
Community Capital Improvement Program - Bicycle Infrastructure Improvements (CCIP-BII)	$	337,847
Net Total Project Funds to be Appropriated or Transferred	**$**	**1,420,617**

Proposed Transfer to Art in Public Places (APP) Program	**$**	**1,000**

Total Capital Project Funds	**$**	**1,419,617**

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

The primary elements of the Project were identified as part of the Active Modes Plan adopted by City Council in December 2022. Staff will present the project to the Transportation Board in 2026.

PUBLIC OUTREACH

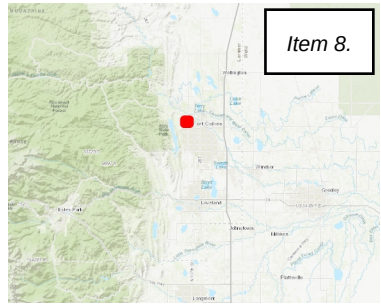
City staff presented the Project at the North College Corridor Open House held at the Northside Aztlan Community Center on October 9, 2025. Students in the North College corridor go to Irish Elementary School. The Project will also be presented at the 2027 Transportation Projects Fair. Staff will continue to work with the Communications and Public Involvement Office to meet the City's external communications goals.

ATTACHMENTS

1. Irish Elementary School Crossings Project Vicinity Map
2. Resolution 2026-009
3. Resolution 2026-010
4. Resolution 2026-011
5. Ordinance No. 008, 2026

Irish Elementary School Safe Routes to School (SRTS) Project Vicinity Map





Legend

- Parcels
- Growth Management Area
- Parks
- Schools
- Natural Areas
- City Limits
- Estimated Project Limits

Notes

1,143.0 0 571.50 1,143.0 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
City of Fort Collins - GIS

This map is a user generated static output from the City of Fort Collins FCMaps Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

RESOLUTION 2026-009
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF FORT COLLINS AND THE COLORADO DEPARTMENT OF TRANSPORTATION FOR THE IRISH ELEMENTARY SCHOOL ROADWAY IMPROVEMENTS

A. The purpose of this Resolution is to enable the City to receive and expend federal, Colorado Department of Transportation ("CDOT") funds for the Irish Elementary School Safe Routes to School ("SRTS") project (the "Project"). The funds will be used to design and construct improvements on West Vine Drive and Irish Drive for the benefit of Irish Elementary School students.

B. Irish Elementary School is located on the west side of Irish Drive, a local residential street in northwest Fort Collins. Irish Elementary students living north of West Vine Drive (a two-lane arterial street) must walk or bike along the shoulder of the two-lane arterial and cross West Vine Drive to get to school.

C. Many of the streets and roads in this area lack adequate sidewalks and have limited multi-use trail connectivity.

D. Many Irish Elementary School students walk, bike, or roll to school. Students living south of the school have safer routes to school on low-traffic residential streets with sidewalks. Students north of the school must cross West Vine Drive at a suboptimal intersection, making their trip more challenging and riskier.

E. The Project addresses these safety concerns by improving multimodal transportation infrastructure and reducing the time students, parents, and school staff spend on the street when commuting to and from this location.

F. The improvements proposed along West Vine Drive include a separated multimodal sidewalk (sidepath) for pedestrians and cyclists. The improvements proposed at the intersection of Vine and Irish include a new rectangular rapid flashing beacon ("RRFB") and median refuge island. The proposed improvements along Irish Drive will enlarge the existing sidewalk into a sidepath between the RRFB and the school.

G. In 2025, a CDOT SRTS grant was awarded to the City to support the design and construction of the Project. The SRTS funding became available to the City in the State fiscal year 2026 (July 2025). SRTS funding involves an 80%/20% (Federal/Local) cost sharing.

H. Also in 2025, a CDOT Highway Safety Improvement Program ("HSIP") grant was awarded to the City for the design and construction of the RRFB included in the Project. HSIP funding involves an 88.9%/11.1% (Federal/Local) cost sharing.

I. CDOT has proposed an intergovernmental agreement ("IGA") between CDOT and the City, which outlines the terms and conditions of the SRTS and HSIP grant funds.

J. Colorado Revised Statutes Section 29-1-203 permits governments to cooperate or contract with one another to provide certain services or facilities when the cooperation or contracts are authorized by each party thereto with the approval of its legislative body or other authority having the power to so approve.

K. City Charter Article II, Section 16 empowers the City Council, by ordinance or resolution, to enter contracts with governmental bodies to furnish governmental services and make charges for such services or enter into cooperative or joint activities with other governmental bodies.

L. Section 1-22 of the City Code requires the City Council to approve intergovernmental agreements that require the City to make a direct, monetary payment over $50,000. The local match required for this funding totals $212,292. Funds are anticipated to be appropriated via Ordinance No. 008, 2026.

M. The City Council finds and determines that the Project and the SRTS and HSIP grant funding are in the best interests of the City and that they advance the public's health, safety, and welfare by facilitating further design and improvement of the City's multimodal transportation safety and infrastructure.

In light of the foregoing recitals, which the Council hereby makes and adopts as determinations and findings, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. The City Council authorizes the City Manager to execute, on behalf of the City, the IGA with the Colorado Department of Transportation relating to the Project, in substantially the form attached hereto as Exhibit A, with such additions, modifications, or deletions to the terms and conditions as the City Manager, in consultation with the City Attorney, determines are necessary or appropriate to protect the interests of the City or effectuate the purposes of this Resolution.

Section 2. The City Council hereby authorizes the City Manager to approve and execute future amendments to the IGA with the Colorado Department of Transportation relating to the Project that the City Manager, in consultation with the City Attorney, determines to be necessary or appropriate to facilitate completion of the Project, so long as such amendments do not increase the cost of the Project, substantially modify the purposes of the IGA, increase the allocation or amount of funding for the Project funded by the City, or otherwise increase the obligations and responsibilities of the City as set forth in the IGA.

Passed and adopted on January 20, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: January 20, 2026
Approving Attorney: Heather N. Jarvis

Exhibit: Exhibit A – Colorado Department of Transportation Intergovernmental Agreement for Irish Elementary School Roadway Improvements

OLA #: 331003690
Routing #: 26-HA4-XC-00031

Item 8.

STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT
Signature and Cover Pages

State Agency
Department of Transportation
Local Agency
City of Fort Collins

Agreement Routing Number
26-HA4-XC-00031
Agreement Effective Date
The later of the Effective Date or August 11, 2025

Agreement Description
Irish Elementary School Roadway Improvements

Agreement Expiration Date
August 10, 2035

Project #	**Region #**	**Agreement Writer**
SAR M455-166 (27019)	4	TCH

Agreement Maximum Amount
$1,075,625.00

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

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

LOCAL AGENCY
City of Fort Collins

By:_____
*Signature
Name:_____
(Print Name)
Title:_____
(Print Title)
Date:_____

STATE OF COLORADO
Jared S. Polis, Governor
Department of Transportation
Shoshana M. Lew, Executive Director

_____
Keith Stefanik, P.E., Chief Engineer
Date: _____

ADDITIONAL LOCAL AGENCY SIGNATURE
City of Fort Collins

Attested by:

By:_____
*Signature
Name:_____
(Print Name)
Title:_____
(Print Title)
Date:_____

STATE OF COLORADO
LEGAL REVIEW
Philip J. Weiser, Attorney General

By:_____
Assistant Attorney General
Date:_____

ADDITIONAL LOCAL AGENCY SIGNATURE
City of Fort Collins

Approved as to Form:

By:_____
*Signature

Name:_____
(Print Name)

Title:_____
(Print Title)

Date:_____

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: Department of Transportation

Effective Date: _____

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

OLA #: 331003690
Routing #: 26-HA4-XC-00031

Item 8.

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1. PARTIES

This Agreement is entered into by and between Local Agency named on the Signature and Cover Pages for this Agreement ("Local Agency"), and the STATE OF COLORADO acting by and through the State agency named on the Signature and Cover Pages for this Agreement (the "State" or "CDOT"). Local Agency and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and Agreement Funds shall be expended within the dates shown in **Exhibit C** for each respective phase ("Phase Performance Period(s)"). The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Local Agency for any Work performed or expense incurred before 1) the Effective Date of this original Agreement; except as described in **§7.D**; 2) before the encumbering document for the respective phase *and* the official Notice to Proceed for the respective phase; or 3) after the Final Phase Performance End Date, as shown in **Exhibit C**. Additionally, the State shall have no obligation to pay Local Agency for any Work performed or expense incurred after the Agreement Expiration Date or after required billing deadline specified in **§7.B.i.e**., or the expiration of "Special Funding" if applicable, whichever is sooner. The State's obligation to pay Agreement Funds exclusive of Special Funding will continue until the Agreement Expiration Date. If Agreement Funds expire before the Agreement Expiration Date, then no payments will be made after expiration of Agreement Funds.

B. Initial Term and Extension

The Parties' respective performances under this Agreement shall commence on the Agreement Effective Date shown on the Signature and Cover Pages for this Agreement and shall terminate on August 10, 2035 as shown on the Signature and Cover Pages for this Agreement, unless sooner terminated or further extended in accordance with the terms of this Agreement. Upon request of Local Agency, the State may, in its sole discretion, extend the term of this Agreement by Option Letter pursuant **§7.E.iv**. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in **Exhibit C**.

C. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, and this ARPA Award is not appropriated, or otherwise become unavailable to fund this ARPA Award the State, in its discretion, may terminate this Agreement in whole or in part. This subsection shall not apply to a termination of this Agreement by the State for breach by Local Agency, which shall be governed by **§14.A.i.**

i. Method and Content

The State shall notify Local Agency by providing written notice to Local Agency of the termination and be in accordance with **§16.** The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Local Agency shall be subject to **§14.A.i.a**

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Local Agency an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Local Agency for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Local Agency which are directly attributable to the uncompleted portion of Local Agency's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Local Agency hereunder. This subsection shall not apply to a termination of this ARPA Award by the State for breach by Local Agency.

D. Local Agency Termination Under Federal Requirements

Local Agency may request termination of the ARPA Award by sending notice to the State, which includes the effective date of the termination. If this ARPA Award is terminated in this manner, then Local Agency shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. AUTHORITY

Authority to enter into this Agreement exists in the law as follows:

A. Federal Authority

Pursuant to Title I, Subtitle A, of the "Fixing America's Surface Transportation Act" (FAST Act) of 2015, and to applicable provisions of Title 23 of the United States Code and implementing regulations at Title 23 of the Code of Federal Regulations, as may be amended, (collectively referred to hereinafter as the "Federal Provisions"), certain federal funds have been and are expected to continue to be allocated for transportation projects requested by Local Agency and eligible under the Surface Transportation Improvement Program that has been proposed by the State and approved by the Federal Highway Administration ("FHWA").

Pursuant to Title VI of the Social Security Act, Section 602 of the "Coronavirus State and Local Fiscal Recovery Funds", a part of the American Rescue Plan, provides state, local and Tribal governments with the resources needed to respond to the pandemic and its economic effects and to build a stronger, more equitable economy during the recovery.

B. State Authority

Pursuant to CRS §43-1-223 and to applicable portions of the Federal Provisions, the State is responsible for the general administration and supervision of performance of projects in the Program, including the administration of federal funds for a Program project performed by a Local Agency under a contract with the State. This Agreement is executed under the authority of CRS §§29-1-203, 43-1-110; 43-1-116, 43-2-101(4)(c) and 43-2-104.5.

4. PURPOSE

The purpose of this Agreement is to disburse Federal funds to the Local Agency pursuant to CDOT's Stewardship Agreement with the FHWA and/or USDT as shown in **Exhibit C**.

5. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "**Agreement**" means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

B. "**Agreement Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.

C. "**ARPA**" means American Rescue Plan Act, funded by the US Department of the Treasury ("USDT"). See "SLFRF" below.

D. "**Award**" means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.

E. "**Budget**" means the budget for the Work described in **Exhibit C**.

F. "**Business Day**" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S..

G. "**Chief Procurement Officer**" means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202 to procure or supervise the procurement of all supplies and services needed by the State.

H. "**CJI**" means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.

I. "**Consultant**" means a professional engineer or designer hired by Local Agency to design the Work Product.

J. "**Contractor**" means the general construction contractor hired by Local Agency to construct the Work.

K. "**CORA**" means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.

L. "**Effective Date**" means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature and Cover Pages for this Agreement.

M. "**Evaluation**" means the process of examining Local Agency's Work and rating it based on criteria established in **§6, Exhibit A** and **Exhibit E**.

N. "**Exhibits**" means the following exhibits attached to this Agreement:

i. **Exhibit A**, Scope of Work.
ii. **Exhibit B**, Sample Option Letter.
iii. **Exhibit C**, Funding Provisions
iv. **Exhibit D**, Local Agency Resolution
v. **Exhibit E**, Local Agency Contract Administration Checklist
vi. **Exhibit F**, Certification for Federal-Aid Contracts
vii. **Exhibit G**, Disadvantaged Business Enterprise
viii. **Exhibit H**, Local Agency Procedures for Consultant Services
ix. **Exhibit I**, Federal-Aid Contract Provisions for Construction Contracts
x. **Exhibit J**, Additional Federal Requirements
xi. **Exhibit K**, The Federal Funding Accountability and Transparency Act of 2006 (FFATA) Supplemental Federal Provisions
xii. **Exhibit L**, Sample Sub-Recipient Monitoring and Risk Assessment Form
xiii. **Exhibit M**, Supplemental Provisions for Federal Awards Subject to The Office of Management and Budget Uniform Administrative Requirements, Cost principles, and Audit Requirements for Federal Awards (the "Uniform Guidance")
xiv. **Exhibit N**, Federal Treasury Provisions
xv. **Exhibit O**, Agreement with Subrecipient of Federal Recovery Funds
xvi. **Exhibit P**, SLFRF Subrecipient Quarterly Report
xvii. **Exhibit Q**, SLFRF Reporting Modification Form
xviii. **Exhibit R**, Applicable Federal Awards
xix. **Exhibit S**, PII Certification
xx. **Exhibit T**, Checklist of Required Exhibits Dependent on Funding Source

O. "**Expiration Date**" means the date on which this Agreement expires, as shown on the Signature and Cover Pages for this Agreement.

P. "**Extension Term**" means the period of time by which the ARPA Expiration Date is extended by the State through delivery of an updated ARPA Letter.

Q. "**Federal Award**" means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Requirements by a Federal Awarding Agency to a Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

R. "**Federal Awarding Agency**" means a Federal agency providing a Federal Award to a Recipient. The US Department of the Treasury is the Federal Awarding Agency for the Federal Award, which may be the subject of this Agreement.

S. "**FHWA**" means the Federal Highway Administration, which is one of the twelve administrations under the Office of the Secretary of Transportation at the U.S. Department of Transportation. FHWA provides stewardship over the construction, maintenance and preservation of the Nation's highways and tunnels. FHWA is the Federal Awarding Agency for the Federal Award which is the subject of this Agreement.

T. "**Goods**" means any movable material acquired, produced, or delivered by Local Agency as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Local Agency in connection with the Services.

U. "**Incident**" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.

V. "**Initial Term**" means the time period defined in **§2.B**.

W. "**Local Funds**" means the funds provided by the Local Agency as their obligated contribution to the federal and/or State Awards to receive the federal and/or State funding.

X. "**Notice to Proceed**" means the letter issued by the State to the Local Agency stating the date the Local Agency can begin work subject to the conditions of this Agreement.

Y. "**OMB**" means the Executive Office of the President, Office of Management and Budget.

Z. "**Oversight**" means the term as it is defined in the Stewardship Agreement between CDOT and the FHWA.

AA. "**Party**" means the State or Local Agency, and "**Parties**" means both the State and Local Agency.

BB. "**PCI**" means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law.

CC. "**PHI**" means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

DD. "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 C.R.S. "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, et. seq., C.R.S.

EE. "**Recipient**" means the Colorado Department of Transportation (CDOT) for this Federal Award.

FF. "**Services**" means the services to be performed by Local Agency as set forth in this Agreement and shall include any services to be rendered by Local Agency in connection with the Goods.

GG. "**SLFRF**" means State and Local Fiscal Recovery Funds, provided by ARPA, funded by the US Treasury Department.

HH. "**Special Funding**" means an award by Federal agency or the State which may include but is not limited to one or a combination of Multimodal Transportation & Mitigation Options Funding, Revitalizing Main Streets, Safer Main Streets, Stimulus Funds, Coronavirus Response and Relief Supplemental Funds, ARPA, SLFRF, or COVID Relief.

II. "**State Confidential Information**" means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII and State personnel records not subject to disclosure under CORA.

JJ. "**State Fiscal Rules**" means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a).

KK. "**State Fiscal Year**" means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

LL. "**State Purchasing Director**" means the position described in the Colorado Procurement Code and its implementing regulations.

MM. "**State Records**" means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

NN. "**Sub-Award**" means this Award by the State to Local Agency funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.

OO. "**Subcontractor**" means third parties, if any, engaged by Local Agency to aid in performance of the Work.

PP. "**Subrecipient**" means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a Federal program but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency.

QQ. "**Tax Information**" means Federal and State of Colorado tax information including, without limitation, Federal and State tax returns, return information, and such other tax-related information as may be protected by Federal and State law and regulation. Tax Information includes but is not limited to all information defined as Federal tax Information in Internal Revenue Service Publication 1075.

RR. "**Uniform Guidance**" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.

SS. "**USDT**" The United States Department of the Treasury (**USDT**) is the national treasury and finance department of the federal government of the United States where it serves as an executive department. The USDT funds ARPA.

TT. "**Work**" means the delivery of the Goods and performance of the Services in compliance with CDOT's Local Agency Manual described in this Agreement.

UU. "**Work Product**" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

6. SCOPE OF WORK

Local Agency shall complete the Work as described in this Agreement and in accordance with the provisions of **Exhibit A**, and the Local Agency Manual. The State shall have no liability to compensate Local Agency for the delivery of any Goods or the performance of any Services that are not specifically set forth in this Agreement. Work may be divided into multiple phases that have separate periods of performance. The State may not compensate for Work that Local Agency performs outside of its designated phase performance period. The performance period of phases, including, but not limited to Design, Construction, Right of Way, Utilities, or Environment phases, are identified in **Exhibit C**. The State may unilaterally modify **Exhibit C** from time to time, at its sole discretion, to extend the Agreement Expiration Date and/or to extend the period of performance for a phase of Work authorized under this Agreement. To exercise these options to extend the Agreement Expiration Date and/or to update the phase performance period extension option, the State will provide written notice to Local Agency in a form substantially equivalent to **Exhibit B.** The State's unilateral extension of the Agreement Expiration Date and/or the phase performance periods will not amend or alter in any way the funding provisions or any other terms specified in this Agreement, notwithstanding the options listed under **§7.E**

A. Local Agency Commitments

i. Design

If the Work includes preliminary design, final design, design work sheets, or special provisions and estimates (collectively referred to as the "Plans"), Local Agency shall ensure that it and its Contractors comply with and are responsible for satisfying the following requirements:

a. Perform or provide the Plans to the extent required by the nature of the Work.

b. Prepare final design in accordance with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual or other standard, such as the Uniform Building Code, as approved by the State.

c. Prepare provisions and estimates in accordance with the most current version of the State's Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction or Local Agency specifications if approved by the State.

d. Include details of any required detours in the Plans in order to prevent any interference of the construction Work and to protect the traveling public.

e. Stamp the Plans as produced by a Colorado registered professional engineer.

f. Provide final assembly of Plans and all other necessary documents.

g. Ensure the Plans are accurate and complete.

h. Make no further changes in the Plans following the award of the construction contract to Contractor unless agreed to in writing by the Parties. The Plans shall be considered final when approved in writing by CDOT, and when final, they will be deemed incorporated herein.

ii. Local Agency Work

a. Local Agency shall comply with the requirements of the Americans With Disabilities Act (ADA) 42 U.S.C. § 12101, et. seq., and applicable federal regulations and standards as contained in the document "ADA Accessibility Requirements in CDOT Transportation Projects".

b. Local Agency shall afford the State ample opportunity to review the Plans and shall make any changes in the Plans that are directed by the State to comply with FHWA requirements.

c. Local Agency may enter into a contract with a Consultant to perform all or any portion of the Plans and/or construction administration. Provided, however, if federal-aid funds are involved in the cost of such Work to be done by such Consultant, such Consultant contract (and the performance provision of the Plans under the contract) must comply with all applicable requirements of 23 C.F.R. Part 172 and with any procedures implementing those requirements as provided by the State, including those in **Exhibit H**. If Local Agency enters into a contract with a Consultant for the Work:

1) Local Agency shall submit a certification that procurement of any Consultant contract complies with the requirements of 23 C.F.R. 172.5(1) prior to entering into such Consultant contract, subject to the State's approval. If not approved by the State, Local Agency shall not enter into such Consultant contract.

2) Local Agency shall ensure that all changes in the Consultant contract have prior approval by the State and FHWA and that they are in writing. Immediately after the Consultant contract has been awarded, one copy of the executed Consultant contract and any amendments shall be submitted to the State.

3) Local Agency shall require that all billings under the Consultant contract comply with the State's standardized billing format. Examples of the billing formats are available from the CDOT Agreements Office.

4) Local Agency (and any Consultant) shall comply with 23 C.F.R. 172.5(b) and (d) and use the CDOT procedures described in **Exhibit H** to administer the Consultant contract.

5) Local Agency may expedite any CDOT approval of its procurement process and/or Consultant contract by submitting a letter to CDOT from Local Agency's attorney/authorized representative certifying compliance with **Exhibit H** and 23 C.F.R. 172.5(b)and (d).

6) Local Agency shall ensure that the Consultant contract complies with the requirements of 49 CFR 18.36(i) and contains the following language verbatim:

(a) The design work under this Agreement shall be compatible with the requirements of the contract between Local Agency and the State (which is incorporated herein by this

reference) for the design/construction of the project. The State is an intended third-party beneficiary of this agreement for that purpose.

(b) Upon advertisement of the project work for construction, the consultant shall make available services as requested by the State to assist the State in the evaluation of construction and the resolution of construction problems that may arise during the construction of the project.

(c) The consultant shall review the construction Contractor's shop drawings for conformance with the contract documents and compliance with the provisions of the State's publication, Standard Specifications for Road and Bridge Construction, in connection with this work.

(d) The State, in its sole discretion, may review construction plans, special provisions and estimates and may require Local Agency to make such changes therein as the State determines necessary to comply with State and FHWA requirements.

iii. Construction

If the Work includes construction, Local Agency shall perform the construction in accordance with the approved design plans and/or administer the construction in accordance with **Exhibit E**. Such administration shall include Work inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of contract payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for contract modification orders and minor contract revisions; processing construction Contractor claims; construction supervision; and meeting the quality control requirements of the FHWA/CDOT Stewardship Agreement, as described in **Exhibit E**.

a. The State may, after providing written notice of the reason for the suspension to Local Agency, suspend the Work, wholly or in part, due to the failure of Local Agency or its Contractor to correct conditions which are unsafe for workers or for such periods as the State may deem necessary due to unsuitable weather, or for conditions considered unsuitable for the prosecution of the Work, or for any other condition or reason deemed by the State to be in the public interest.

b. Local Agency shall be responsible for the following:

1) Appointing a qualified professional engineer, licensed in the State of Colorado, as Local Agency Project Engineer (LAPE), to perform engineering administration. The LAPE shall administer the Work in accordance with this Agreement, the requirements of the construction contract and applicable State procedures, as defined in the CDOT Local Agency Manual (https://www.codot.gov/business/designsupport/bulletins_manuals/2006-local-agency-manual).

2) For the construction Services, advertising the call for bids, following its approval by the State, and awarding the construction contract(s) to the lowest responsible bidder(s).

(a) All Local Agency's advertising and bid awards pursuant to this Agreement shall comply with applicable requirements of 23 U.S.C. §112 and 23 C.F.R. Parts 633 and 635 and C.R.S. § 24-92-101 et seq. Those requirements include, without limitation, that Local Agency and its Contractor(s) incorporate Form 1273 (Exhibit I) in its entirety, verbatim, into any subcontract(s) for Services as terms and conditions thereof, as required by 23 C.F.R. 633.102(e).

(b) Local Agency may accept or reject the proposal of the apparent low bidder for Work on which competitive bids have been received. Local Agency must accept or reject such bids within three (3) working days after they are publicly opened.

(c) If Local Agency accepts bids and makes awards that exceed the amount of available Agreement Funds, Local Agency shall provide the additional funds necessary to complete the Work or not award such bids.

(d) The requirements of **§6.A.iii.b.2** also apply to any advertising and bid awards made by the State.

(e) The State (and in some cases FHWA) must approve in advance all Force Account Construction, and Local Agency shall not initiate any such Services until the State issues a written Notice to Proceed.

iv. Right of Way (ROW) and Acquisition/Relocation

a. If Local Agency purchases a ROW for a State highway, including areas of influence, Local Agency shall convey the ROW to CDOT promptly upon the completion of the project/construction.

b. Any acquisition/relocation activities shall comply with all applicable federal and State statutes and regulations, including but not limited to, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs, as amended (49 C.F.R. Part 24), CDOT's Right of Way Manual, and CDOT's Policy and Procedural Directives.

c. The Parties' respective responsibilities for ensuring compliance with acquisition, relocation and incidentals depend on the level of federal participation as detailed in CDOT's Right of Way Manual (located at http://www.codot.gov/business/manuals/right-of-way); however, the State always retains oversight responsibilities.

d. The Parties' respective responsibilities at each level of federal participation in CDOT's Right of Way Manual, and the State's reimbursement of Local Agency costs will be determined pursuant the following categories:

1) Right of way acquisition (3111) for federal participation and non-participation;

2) Relocation activities, if applicable (3109);

3) Right of way incidentals, if applicable (expenses incidental to acquisition/relocation of right of way – 3114).

v. Utilities

If necessary, Local Agency shall be responsible for obtaining the proper clearance or approval from any utility company that may become involved in the Work. Prior to the Work being advertised for bids, Local Agency shall certify in writing to the State that all such clearances have been obtained.

vi. Railroads

If the Work involves modification of a railroad company's facilities and such modification will be accomplished by the railroad company, Local Agency shall make timely application to the Public Utilities Commission ("PUC") requesting its order providing for the installation of the proposed improvements. Local Agency shall not proceed with that part of the Work before obtaining the PUC's order. Local Agency shall also establish contact with the railroad company involved for the purpose of complying with applicable provisions of 23 C.F.R. 646, subpart B, concerning federal-aid projects involving railroad facilities, and:

a. Execute an agreement with the railroad company setting out what work is to be accomplished and the location(s) thereof, and which costs shall be eligible for federal participation.

b. Obtain the railroad's detailed estimate of the cost of the Work.

c. Establish future maintenance responsibilities for the proposed installation.

d. Proscribe in the agreement the future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.

e. Establish future repair and/or replacement responsibilities, as between the railroad company and the Local Agency, in the event of accidental destruction or damage to the installation.

vii. Environmental Obligations

Local Agency shall perform all Work in accordance with the requirements of current federal and State environmental regulations, including the National Environmental Policy Act of 1969 (NEPA) as applicable.

viii. Maintenance Obligations

Local Agency shall maintain and operate the Work constructed under this Agreement at its own cost and expense during their useful life, in a manner satisfactory to the State and FHWA. Local Agency shall conduct such maintenance and operations in accordance with all applicable statutes, ordinances, and regulations pertaining to maintaining such improvements. The State and FHWA may make periodic inspections to verify that such improvements are being adequately maintained.

ix. Monitoring Obligations

Local Agency shall respond in a timely manner to and participate fully with the monitoring activities described in **§7.F.vi.**

B. State's Commitments

i. The State will perform a final project inspection of the Work as a quality control/assurance activity. When all Work has been satisfactorily completed, the State will sign the FHWA Form 1212.

ii. Notwithstanding any consents or approvals given by the State for the Plans, the State shall not be liable or responsible in any manner for the structural design, details or construction of any Work constituting major structures designed by, or that are the responsibility of, Local Agency, as identified in **Exhibit E**.

7. PAYMENTS

A. Maximum Amount

Payments to Local Agency are limited to the unpaid, obligated balance of the Agreement Funds set forth in **Exhibit C**. The State shall not pay Local Agency any amount under this Agreement that exceeds the Agreement Maximum set forth in **Exhibit C**.

B. Payment Procedures

i. Invoices and Payment

a. The State shall pay Local Agency in the amounts and in accordance with conditions set forth in **Exhibit C**.

b. Local Agency shall initiate payment requests by invoice to the State, in a form and manner approved by the State.

c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Local Agency and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Local Agency shall make all changes necessary to correct that invoice.

d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Agreement.

e. If a project is funded in part with Federal or State special funding there may be an expiration date for the funds. The expiration date applies to grants and local funds used to match grants. To receive payment or credit for the match, Work must be completed or substantially completed, as outlined in the terms of the grant, prior to the expiration date of the special funding and invoiced in compliance with the rules outlined in the award of the funding. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Agreement.

ii. Interest

Amounts not paid by the State within 45 days after the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 46th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Local Agency shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of days interest to be paid and the interest rate.

iii. Payment Disputes

If Local Agency disputes any calculation, determination, or amount of any payment, Local Agency shall notify the State in writing of its dispute within 30 days following the earlier to occur of Local Agency's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Local Agency and may make changes to its determination based on this review. The calculation, determination, or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

a. The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Local Agency beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Agreement Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Agreement Funds, the State's obligation to pay Local Agency shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Agreement Funds, and the State's liability for such payments shall be limited to the amount remaining of such Agreement Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§2.C**.

b. If the agreement funds are terminated, the State can terminate the contract early. Payment due for work done to the date of termination will be processed in a manner consistent with **§2.C**.

v. Erroneous Payments

The State may recover, at the State's discretion, payments made to Local Agency in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Local Agency. The State may recover such payments by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Local Agency, or by any other appropriate method for collecting debts owed to the State. The close out of a Federal Award does not affect the right of FHWA or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period (as defined below in **§9.A**.).

vi. Federal Recovery

The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

C. Local Agency Funds

Local Agency shall provide their obligated contribution funds as outlined in **§7.A**. and **Exhibit C**. Local Agency shall have raised the full amount of their funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Local Agency's obligation to pay all or any part of any matching funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Local Agency and paid into Local Agency's treasury. Local Agency represents to the State that the amount designated "Local Agency Funds" in **Exhibit C** has been legally appropriated for the purpose of this Agreement by its authorized representatives and paid into its treasury. Local Agency may evidence such obligation by an appropriate ordinance/resolution or other authority letter expressly authorizing Local Agency to enter into this Agreement and to expend its match share of the Work. A copy of any such ordinance/resolution or authority letter is attached hereto as **Exhibit D** if applicable. Local Agency does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of

Local Agency. Local Agency shall not pay or be liable for any claimed interest, late charges, fees, taxes, or penalties of any nature, except as required by Local Agency's laws or policies.

D. Reimbursement of Local Agency Costs

The State shall reimburse Local Agency's allowable costs, not exceeding the maximum total amount described in **Exhibit C** and **§7**. However, any costs incurred by Local Agency prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. The State shall pay Local Agency for costs or expenses incurred or performance by the Local Agency prior to the Effective Date, only if (1) the Grant Funds involve federal funding and (2) federal laws, rules, and regulations applicable to the Work provide for such retroactive payments to the Local Agency. Any such retroactive payments shall comply with State Fiscal Rules and be made in accordance with the provisions of this Agreement. The applicable principles described in 2 C.F.R. Part 200 shall govern the State's obligation to reimburse all costs incurred by Local Agency and submitted to the State for reimbursement hereunder, and Local Agency shall comply with all such principles. The State shall reimburse Local Agency for the federal-aid share of properly documented costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and **Exhibit C**. Local Agency costs for Work performed prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. Local Agency costs for Work performed after any Performance Period End Date for a respective phase of the Work, is not reimbursable. Allowable costs shall be:

i. Reasonable and necessary to accomplish the Work and for the Goods and Services provided.

ii. Actual net cost to Local Agency (i.e. the price paid minus any items of value received by Local Agency that reduce the cost actually incurred).

E. Unilateral Modification of Agreement Funds Budget by State Option Letter

The State may, at its discretion, issue an "Option Letter" to Local Agency to add or modify Work phases in the Work schedule in **Exhibit C** if such modifications do not increase total budgeted Agreement Funds. Such Option Letters shall amend and update **Exhibit C**, Sections 2 or 4 of the Table, and sub-sections B and C of the **Exhibit C**. Option Letters shall not be deemed valid until signed by the State Controller or an authorized delegate. **This is NOT a Notice to Proceed**. Modification of **Exhibit C** by unilateral Option Letter is permitted only in the specific scenarios listed below. The State will exercise such options by providing Local Agency a fully executed Option Letter, in a form substantially equivalent to **Exhibit B**. Such Option Letters will be incorporated into this Agreement. This applies to the entire Scope of Work.

i. Option to Begin a Phase and/or Increase or Decrease the Encumbrance Amount

The State may require by Option Letter that Local Agency begin a new Work phase that may include Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous Work (but may not include Right of Way Acquisition/Relocation or Railroads) as detailed in **Exhibit A.** Such Option Letters may not modify the other terms and conditions stated in this Agreement and must decrease the amount budgeted and encumbered for one or more other Work phases so that the total amount of budgeted Agreement Funds remains the same. The State may also change the funding sources so long as the amount budgeted remains the same and the Local Agency contribution does not increase. The State may also issue a unilateral Option Letter to increase and/or decrease the total encumbrance amount of two or more existing Work phases, as long as the total amount of budgeted Agreement Funds remains the same, replacing the original Agreement Funding exhibit (**Exhibit C**) with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.).

ii. Option to Transfer Funds from One Phase to Another Phase.

The State may require or permit Local Agency to transfer Agreement Funds from one Work phase (Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous) to another phase as a result of changes to State, federal, and local match funding. In such case, the original funding exhibit (**Exhibit C**) will be replaced with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.) attached to the Option Letter. The Agreement Funds transferred from one Work phase to another are subject to the same terms and conditions stated in the original Agreement with the total budgeted Agreement Funds remaining the same. The State may unilaterally exercise this option by providing a

fully executed Option Letter to Local Agency within thirty (30) days before the initial targeted start date of the Work phase, in a form substantially equivalent to **Exhibit B**.

iii. Option to Exercise Options i and ii.

The State may require Local Agency to add a Work phase as detailed in **Exhibit A**, and encumber and transfer Agreement Funds from one Work phase to another. The original funding exhibit (**Exhibit C**) in the original Agreement will be replaced with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.) attached to the Option Letter. The addition of a Work phase and encumbrance and transfer of Agreement Funds are subject to the same terms and conditions stated in the original Agreement with the total budgeted Agreement Funds remaining the same. The State may unilaterally exercise this option by providing a fully executed Option Letter to Local Agency within 30 days before the initial targeted start date of the Work phase, in a form substantially equivalent to **Exhibit B**.

iv. Option to Extend Agreement/Phase Term and/or modify the OMB Uniform Guidance. The State, at its discretion, shall have the option to extend the term of this Agreement and/or update a Work Phase Performance Period and/or modify information required under the OMB Uniform Guidance, as outlined in **Exhibit C**. Any updated version of **Exhibit C** shall be attached to any executed Option Letter as **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.). In order to exercise this option, the State shall provide written notice to the Local Agency in a form substantially equivalent to **Exhibit B**.

F. Accounting

Local Agency shall establish and maintain accounting systems in accordance with generally accepted accounting standards (a separate set of accounts, or as a separate and integral part of its current accounting scheme). Such accounting systems shall, at a minimum, provide as follows:

i. Local Agency Performing the Work

If Local Agency is performing the Work, it shall document all allowable costs, including any approved Services contributed by Local Agency or subcontractors, using payrolls, time records, invoices, contracts, vouchers, and other applicable records.

ii. Local Agency-Checks or Draws

Checks issued or draws made by Local Agency shall be made or drawn against properly signed vouchers detailing the purpose thereof. Local Agency shall keep on file all checks, payrolls, invoices, contracts, vouchers, orders, and other accounting documents in the office of Local Agency, clearly identified, readily accessible, and to the extent feasible, separate and apart from all other Work documents.

iii. State-Administrative Services

The State may perform any necessary administrative support services required hereunder. Local Agency shall reimburse the State for the costs of any such services from the budgeted Agreement Funds as provided for in **Exhibit C**. If FHWA Agreement Funds are or become unavailable, or if Local Agency terminates this Agreement prior to the Work being approved by the State or otherwise completed, then all actual incurred costs of such services and assistance provided by the State shall be reimbursed to the State by Local Agency at its sole expense.

iv. Local Agency-Invoices

Local Agency's invoices shall describe in detail the reimbursable costs incurred by Local Agency for which it seeks reimbursement, the dates such costs were incurred and the amounts thereof, and Local Agency shall not submit more than one invoice per month.

v. Invoicing Within 60 Days

The State shall not be liable to reimburse Local Agency for any costs invoiced more than 60 days after the date on which the costs were incurred, including costs included in Local Agency's final invoice. The State may withhold final payment to Local Agency at the State's sole discretion until completion of final audit. Any costs incurred by Local Agency that are not allowable under 2 C.F.R. Part 200 shall be Local Agency's responsibility, and the State will deduct such disallowed costs from any payments due to Local Agency. The State will not reimburse costs for Work performed after the Performance Period End Date for a respective Work phase. The State will not reimburse costs for Work performed prior to Performance

Period End Date, but for which an invoice is received more than 60 days after the Performance Period End Date.

vi. Risk Assessment & Monitoring

Pursuant to 2 C.F.R. 200.331(b), – CDOT will evaluate Local Agency's risk of noncompliance with federal statutes, regulations, and terms and conditions of this Agreement. Local Agency shall complete a Risk Assessment Form (**Exhibit L**) when that may be requested by CDOT. The risk assessment is a quantitative and/or qualitative determination of the potential for Local Agency's non-compliance with the requirements of the Federal Award. The risk assessment will evaluate some or all of the following factors:

- Experience: Factors associated with the experience and history of the Subrecipient with the same or similar Federal Awards or grants.
- Monitoring/Audit: Factors associated with the results of the Subrecipient's previous audits or monitoring visits, including those performed by the Federal Awarding Agency, when the Subrecipient also receives direct federal funding. Include audit results if Subrecipient receives single audit, where the specific award being assessed was selected as a major program.
- Operation: Factors associated with the significant aspects of the Subrecipient's operations, in which failure could impact the Subrecipient's ability to perform and account for the contracted goods or services.
- Financial: Factors associated with the Subrecipient's financial stability and ability to comply with financial requirements of the Federal Award.
- Internal Controls: Factors associated with safeguarding assets and resources, deterring and detecting errors, fraud and theft, ensuring accuracy and completeness of accounting data, producing reliable and timely financial and management information, and ensuring adherence to its policies and plans.
- Impact: Factors associated with the potential impact of a Subrecipient's non-compliance to the overall success of the program objectives.
- Program Management: Factors associated with processes to manage critical personnel, approved written procedures, and knowledge of rules and regulations regarding federal-aid projects.

Following Local Agency's completion of the Risk Assessment Tool (**Exhibit L**), CDOT will determine the level of monitoring it will apply to Local Agency's performance of the Work. This risk assessment may be re-evaluated after CDOT begins performing monitoring activities.

G. Close Out

Local Agency shall close out this Award within 90 days after the Final Phase Performance End Date. If SLFRF Funds are used the Local Agency shall close out that portion of the Award within 45 days after the ARPA Award Expiration Date. Close out requires Local Agency's submission to the State of all deliverables defined in this Agreement, and Local Agency's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If FHWA or US Treasury has not closed this Federal Award within one (1) year and 90 days after the Final Phase Performance End Date due to Local Agency's failure to submit required documentation, then Local Agency may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

8. REPORTING - NOTIFICATION

A. Quarterly Reports

In addition to any reports required pursuant to **§19** or pursuant to any exhibit, for any contract having a term longer than 3 months, Local Agency shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than ten (10) Business Days following the end of each calendar quarter or at such time as otherwise specified by the State. If SLFRF Funds are used the report must be in the format of **Exhibit P**.

B. Litigation Reporting

If Local Agency is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Local Agency's ability to perform its obligations under this Agreement, Local Agency shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified in **§16**.

C. Performance and Final Status

Local Agency shall submit all financial, performance and other reports to the State no later than 60 calendar days after the Final Phase Performance End Date or sooner termination of this Agreement, containing an Evaluation of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

D. Violations Reporting

Local Agency must disclose, in a timely manner, in writing to the State and FHWA, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. Penalties for noncompliance may include suspension or debarment (2 CFR Part 180 and 31 U.S.C. 3321).

9. LOCAL AGENCY RECORDS

A. Maintenance

Local Agency shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Local Agency shall maintain such records for a period (the "Record Retention Period") pursuant to the requirements of the funding source and for a minimum of three (3) years following the date of submission to the State of the final expenditure report, whichever is longer, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Local Agency in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three (3) years following final disposition of such property.

B. Inspection

Records during the Record Retention Period. Local Agency shall make Local Agency Records available during normal business hours at Local Agency's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two (2) Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State will monitor Local Agency's performance of its obligations under this Agreement using procedures as determined by the State. The State shall monitor Local Agency's performance in a manner that does not unduly interfere with Local Agency's performance of the Work. Local Agency shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Local Agency. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Local Agency's performance in a manner that does not unduly interfere with Local Agency's performance of the Work. If Local Agency enters into a subcontract with an entity that would also be considered a Subrecipient, then the subcontract entered into by Local Agency shall contain provisions permitting both Local Agency and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

D. Final Audit Report

Local Agency shall promptly submit to the State a copy of any final audit report of an audit performed on Local Agency's records that relates to or affects this Agreement or the Work, whether the audit is conducted

by Local Agency or a third party. Additionally, if Local Agency is required to perform a single audit under 2 CFR 200.501, *et seq*., then Local Agency shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Local Agency shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Local Agency for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Local Agency under CORA. Local Agency shall not, without prior written approval of the State, use for Local Agency's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Agreement. Local Agency shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. Local Agency shall immediately forward any request or demand for State Records to the State's principal representative. If Local Agency or any of its Subcontractors will or may receive the following types of data, Local Agency or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Award as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Award, if applicable. Local Agency shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Local Agency may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Agreement. Local Agency shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Agreement, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Local Agency shall provide copies of those signed nondisclosure agreements to the State upon request.

C. Use, Security, and Retention

Local Agency shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Local Agency shall provide the State with access, subject to Local Agency's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Local Agency shall return State Records provided to Local Agency or destroy such State Records and certify to the State that it has done so, as directed by the State. If Local Agency is prevented by law or regulation from returning or destroying State Confidential Information, Local Agency warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Local Agency becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Local Agency can establish that none of Local Agency or any of its agents, employees, assigns, or Subcontractors are the cause or source of the Incident, Local Agency shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Local Agency shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which

may include, but is not limited to, developing, and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding Personally Identifying Information "PII"

If Local Agency or any of its Subcontracts will or may receive PII under this agreement, Local Agency shall provide for the security for such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Local Agency shall be a "Third Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 et seq., C.R.S. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification attached hereto as **Exhibit S** on an annual basis Contractor's duty and obligation to certify as set forth in **Exhibit S** shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

11. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Local Agency shall not engage in any business or activities or maintain any relationships that conflict in any way with the full performance of the obligations of Local Agency under this Agreement. Such a conflict of interest would arise when a Local Agency or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement. Officers, employees, and agents of Local Agency may neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts.

B. Apparent Conflicts of Interest

Local Agency acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Local Agency shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Local Agency's obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Local Agency is uncertain whether a conflict or the appearance of a conflict has arisen, Local Agency shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

12. INSURANCE

Local Agency shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies with an AM Best rating of A-VIII or better.

A. Local Agency Insurance

Local Agency is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA") and shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA.

B. Subcontractor Requirements

Local Agency shall ensure that each Subcontractor that is a public entity within the meaning of the GIA, maintains at all times during the terms of this Agreement, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA. Local Agency shall ensure that each Subcontractor that is not a public entity within the meaning of the GIA, maintains at all times during the terms of this Agreement all of the following insurance policies:

i. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Local Agency or Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial general liability insurance written on an Insurance Services Office occurrence form, 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 (1) fire.

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. Protected Information (this insurance requirement only applies if the Subcontractor has or will have access to State Confidential Information)

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

a. $1,000,000 each occurrence; and

b. $2,000,000 general aggregate.

v. Professional Liability Insurance (this insurance requirement only applies if the Subcontractor is providing professional services including but not limited to engineering, architectural, landscape architectural, professional surveying, industrial hygiene services, or any other commonly understood professional service)

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

a. $1,000,000 each occurrence; and

b. $1,000,000 general aggregate.

vi. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

a. $1,000,000 each occurrence; and

b. $1,000,000 general aggregate.

vii. Cyber/Network Security and Privacy Liability

Liability insurance covering all civil, regulatory and statutory damages, contractual damages, data breach management exposure, and any loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of breach, violation or infringement of right to privacy rights through improper use or disclosure of protected consumer data protection law,

confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

a. $1,000,000 each occurrence; and

b. $2,000,000 general aggregate.

C. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Local Agency and Subcontractors. In the event of cancellation of any commercial general liability policy, the carrier shall provide at least 10 days prior written notice to CDOT.

D. Primacy of Coverage

Coverage required of Local Agency and each Subcontractor shall be primary over any insurance or self-insurance program carried by Local Agency or the State.

E. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Local Agency and Local Agency shall forward such notice to the State in accordance with **§16** within 7 days of Local Agency's receipt of such notice.

F. Subrogation Waiver

All commercial insurance policies secured or maintained by Local Agency or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Local Agency or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

G. Certificates

For each commercial insurance plan provided by Local Agency under this Agreement, Local Agency shall provide to the State certificates evidencing Local Agency's insurance coverage required in this Agreement within seven (7) Business Days following the Effective Date. Local Agency shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following the Effective Date, except that, if Local Agency's subcontract is not in effect as of the Effective Date, Local Agency shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following Local Agency's execution of the subcontract. No later than 15 days before the expiration date of Local Agency's or any Subcontractor's coverage, Local Agency shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Local Agency shall, within seven (7) Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this **§12**.

13. BREACH

A. Defined

The failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner, shall be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization, or similar law, by or against Local Agency, or the appointment of a receiver or similar officer for Local Agency or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in **§14** for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and

may immediately terminate this Agreement in whole or in part or institute any other remedy in the Agreement in order to protect the public interest of the State.

14. REMEDIES

A. State's Remedies

If Local Agency is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in **§13.B,** shall have all of the remedies listed in this **§14.A.** in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Local Agency's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Local Agency shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Local Agency shall not incur further obligations or render further performance past the effective date of such notice and shall terminate outstanding orders and subcontracts with third parties. However, Local Agency shall complete and deliver to the State all Work not canceled by the termination notice and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Local Agency shall assign to the State all of Local Agency's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Local Agency shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Local Agency but in which the State has an interest. At the State's request, Local Agency shall return materials owned by the State in Local Agency's possession at the time of any termination. Local Agency shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Local Agency for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Local Agency was not in breach or that Local Agency'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 as if this Agreement had been terminated in the public interest under **§2.C**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Local Agency shall remain liable to the State for any damages sustained by the State in connection with any breach by Local Agency, and the State may withhold payment to Local Agency for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Local Agency is determined. The State may withhold any amount that may be due Local Agency as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Local Agency's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Local Agency to an adjustment in price or cost or an adjustment in the performance schedule. Local Agency shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Local Agency after the suspension of performance.

b. Withhold Payment

Withhold payment to Local Agency until Local Agency corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Local Agency's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal from the Work of any of Local Agency's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes a patent, copyright, trademark, trade secret, or other intellectual property right, Local Agency shall, as approved by the State (a) secure that right to use such Work for the State or Local Agency; (b) replace the Work with non infringing Work or modify the Work so that it becomes non infringing; or, (c) remove any infringing Work and refund the amount paid for such Work to the State.

B. Local Agency's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Local Agency, following the notice and cure period in **§13.B** and the dispute resolution process in **§15** shall have all remedies available at law and equity.

15. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Local Agency for resolution.

B. Resolution of Controversies

If the initial resolution described in §15.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of CDOT as described in §24-101-301(30), C.R.S. for resolution in accordance with the provisions of §§24-106-109, 24-109-101.1, 24-109-101.5, 24-109-106, 24-109-107, 24-109-201 through 24-109-206, and 24-109-501 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

C. Questions of Fact

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement shall be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of CDOT. In connection with any appeal proceeding under this clause, Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Local Agency shall proceed diligently with the performance of this Agreement in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals shall be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this Agreement, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

16. NOTICES AND REPRESENTATIVES

Each individual identified below shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered **(i)** by hand with receipt required, **(ii)** by certified or registered mail to such Party's principal representative at the address set forth below or **(iii)** as an email with read receipt requested to the principal representative at the email address, if any, set forth below. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this **§16** without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

For the State

Colorado Department of Transportation (CDOT)
Armando Ochoa, E/PST II Local Agency Coordinator
CDOT Region 4
10601 10th Street
Greeley, CO 80634
970-652-1668
armando.ochoa@state.co.us

For the Local Agency

City of Fort Collins
John Gerwel, Civil Engineer I
281 North College Avenue
Fort Collins, CO 80524
417-894-5121
jgerwel@fortcollins.gov

17. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Local Agency hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Local Agency or any Subcontractors. Local Agency assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Local Agency is under contract with the State at the time, Local Agency shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire.

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Local Agency hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Local Agency cannot make any of the assignments required by this section, Local Agency hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from,

or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

In addition, Local Agency grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Local Agency that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

iii. Assignments and Assistance

Whether or not the Local Agency is under Agreement with the State at the time, Local Agency shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. Local Agency assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing State Records, State software, research, reports, studies, photographs, negatives, or other documents, drawings, models, materials, data, and information shall be the exclusive property of the State (collectively, "State Materials"). Local Agency shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Local Agency's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Local Agency shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Local Agency

Local Agency retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Local Agency including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Local Agency under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Local Agency Property"). Local Agency Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

18. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the GIA; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. The following applies through June 30, 2022: no term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Local Agency under this Agreement is $100,000 or greater, either on the Effective Date or at any time thereafter, this **§19** shall apply. Local Agency agrees to be governed by and comply with the provisions of §24-106-103, §24-102-206, §24-106-106, §24-106-107 C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Local Agency's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Agreement, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

20. GENERAL PROVISIONS

A. Assignment

Local Agency's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Local Agency's rights and obligations approved by the State shall be subject to the provisions of this Agreement

B. Subcontracts

Local Agency shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Local Agency shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Local Agency in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

C. Binding Effect

Except as otherwise provided in **§20.A.** all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

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. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

H. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

I. Jurisdiction and Venue

All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

J. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than contract amendments, shall conform to the policies promulgated by the Colorado State Controller.

K. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

L. Order of Precedence

In the event of a conflict or inconsistency between this Agreement and any exhibits or attachment such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

i. The provisions of the other sections of the main body of this Agreement.
ii. **Exhibit N**, Federal Treasury Provisions.
iii. **Exhibit F**, Certification for Federal-Aid Contracts.
iv. **Exhibit G**, Disadvantaged Business Enterprise.
v. **Exhibit I**, Federal-Aid Contract Provisions for Construction Contracts.
vi. **Exhibit J**, Additional Federal Requirements.
vii. **Exhibit K**, Federal Funding Accountability and Transparency Act of 2006 (FFATA) Supplemental Federal Provisions.
viii. **Exhibit L**, Sample Sub-Recipient Monitoring and Risk Assessment Form.
ix. **Exhibit M**, Supplemental Provisions for Federal Awards Subject to The Office of Management and Budget Uniform Administrative Requirements, Cost principles, and Audit Requirements for Federal Awards (the "Uniform Guidance").
x. **Exhibit O**, Agreement with Subrecipient of Federal Recovery Funds.
xi. **Exhibit R**. Applicable Federal Awards.
xii Colorado Special Provisions in the main body of this Agreement.
xiii. **Exhibit A**, Scope of Work.
xiv. **Exhibit H**, Local Agency Procedures for Consultant Services.
xv. **Exhibit B**, Sample Option Letter.
xvi. **Exhibit C**, Funding Provisions.
xvii. **Exhibit P**, SLFRF Subrecipient Quarterly Report.
xviii. **Exhibit Q**, SLFRF Reporting Modification Form.
xix. **Exhibit D**, Local Agency Resolution.
xx. **Exhibit E**, Local Agency Contract Administration Checklist.
xxi. **Exhibit S**, PII Certification.
xxii. **Exhibit T**, Checklist of Required Exhibits Dependent on Funding Source.
xxiii. Other exhibits in descending order of their attachment.

M. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of the Agreement.

N. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other Party.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§20.C,** this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. 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.

P. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107 C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Local Agency shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Local Agency's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations.

Local Agency shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

T. Compliance with State and Federal Law, Regulations, and Executive Orders

Local Agency shall comply with all applicable State and Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Agreement.

U. Accessibility

i. Local Agency shall comply with and the Work Product provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by the Governor's Office of Information Technology (OIT), pursuant to Section §24-85-103 (2.5), C.R.S. Local Agency shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

ii. Each Party agrees to be responsible for its own liability incurred as a result of its participation in and performance under this Agreement. In the event any claim is litigated, each Party will be responsible for its own attorneys' fees, expenses of litigation, or other costs. No provision of this Agreement shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitations of liability provided to either the Local Agency or the State by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. and Article XI of the Colorado Constitution. Nothing in the Agreement shall be construed as a waiver of any provision of the State Fiscal Rules.

iii. The State may require Local Agency's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Local Agency's Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

V. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.,* C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Local Agency. Local Agency shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Local Agency may wish to have in place in connection with this Agreement.

21. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts. Contractor refers to Local Agency and Contract refers to Agreement.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(19), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S., applicable Local Agency law, rule or regulation.

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

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the Parties, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor 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 Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

E. COMPLIANCE WITH LAW.

Contractor shall 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, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Contract that requires the Parties to indemnify or hold Contractor harmless; requires the Parties to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy

available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

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 Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

22. FEDERAL REQUIREMENTS

Local Agency and/or their contractors, subcontractors, and consultants shall at all times during the execution of this Agreement strictly adhere to, and comply with, all applicable federal and State laws, and their implementing regulations, as they currently exist and may hereafter be amended. A summary of applicable federal provisions are attached hereto as **Exhibit F**, **Exhibit I**, **Exhibit J**, **Exhibit K**, **Exhibit M, Exhibit N** and **Exhibit O** are hereby incorporated by this reference.

23. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Local Agency will comply with all requirements of **Exhibit G** and **Exhibit E,** Local Agency Contract Administration Checklist, regarding DBE requirements for the Work, except that if Local Agency desires to use its own DBE program to implement and administer the DBE provisions of 49 C.F.R. Part 26 under this Agreement, it must submit a copy of its program's requirements to the State for review and approval before the execution of this Agreement. If Local Agency uses any State- approved DBE program for this Agreement, Local Agency shall be solely responsible to defend that DBE program and its use of that program against all legal and other challenges or complaints, at its sole cost and expense. Such responsibility includes, without limitation, determinations concerning DBE eligibility requirements and certification, adequate legal and factual bases for DBE goals and good faith efforts. State approval (if provided) of Local Agency's DBE program does not waive or modify the sole responsibility of Local Agency for use of its program.

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EXHIBIT A

SCOPE OF WORK

Name of Project: Irish Elementary School Roadway Improvements
Project Number: SAR M455-166
SubAccount #: 27019

The Colorado Department of Transportation ("CDOT") will oversee the City of Fort Collins when the City of Fort Collins designs and constructs the Irish Elementary School Road Improvements (hereinafter referred to as "this work"). CDOT and the City of Fort Collins believe it will be beneficial to perform this work to improve the traffic and pedestrian safety at Irish Elementary School.

The design will be completed in accordance with AASHTO design standards, the Americans with Disabilities Act, and all applicable state, federal and local rules and regulations. The design phase of the work will identify more exact requirements, qualities, and attributes for this work (hereinafter referred to as "the exact work"). The exact work shall be used to complete the construction phase of the project. The construction phase of the contract is anticipated to begin in 2026.

By accepting funds for this Scope of Work, Local Agency acknowledges, understands, and accepts the continuing responsibility for the safety of the traveling public after initial acceptance of the project. **Local Agency is responsible for maintaining and operating the scope of work described in this Exhibit A constructed under this Agreement at its own cost and expense during its useful life.**

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EXHIBIT B

SAMPLE IGA OPTION LETTER

Date	State Fiscal Year	Option Letter No.
Project Code	**Original Agreement #**	

Vendor Name:

Option to unilaterally add phasing to include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous and to update encumbrance amount(s).

Option to unilaterally transfer funds from one phase to another phase.

Option to unilaterally add phasing to include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous, to update encumbrance amount(s), and to unilaterally transfer funds from one phase to another phase.

Option to unilaterally extend the term of this Agreement and/or update a Work Phase Performance Period and/or modify OMB Guidance.

Option A

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to authorize the Local Agency to add a phase and to encumber funds for the phase based on changes in funding availability and authorization. The total encumbrance is (or increased) by $0.00. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option B

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to transfer funds based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option C

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to 1) release the Local Agency to begin a phase; 2) to encumber funds for the phase based upon changes in funding availability and authorization; and 3) to transfer funds from phases based on variance in actual phase costs and

original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option D

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option extend the term of this Agreement and/or update a Work Phase Performance Period and/or modify information required under the OMB Uniform Guidance, as outlined in **Exhibit C**. This is made part of the original Agreement and replaces the Expiration Date shown on the Signature and Cover Page. Any updated version of **Exhibit C** shall be attached to any executed Option Letter as **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.).

The effective date of this option letter is upon approval of the State Controller or delegate.

STATE OF COLORADO
Jared S. Polis
Department of Transportation

By:_____
Keith Stefanik, P.E., Chief Engineer
(For) Shoshana M. Lew, Executive Director

Date: _____

ALL AGREEMENTS MUST BE APPROVED 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. Contractor 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 OF COLORADO
STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Colorado Department of Transportation

Date:_____

Fed $ LA Work

EXHIBIT C - FUNDING PROVISIONS

City of Fort Collins - SAR M455-166 (27019)

A. Cost of Work Estimate

The Local Agency has estimated the total cost of the Work to be $1,075,625.00, which is to be funded as follows:

1. FUNDING

a. Federal Funds (80% of SRTS Award)	$835,000.00
b. Local Agency Funds (20% of SRTS Award)	$208,750.00
c. Federal Funds (88.9% of HSIP Award)	$28,333.00
d. Local Agency Funds (11.1% of HSIP Award)	$3,542.00
TOTAL FUNDS ALL SOURCES	**$1,075,625.00**

2. OMB UNIFORM GUIDANCE

a. Federal Award Identification Number (FAIN):	TBD
b. Name of Federal Awarding Agency:	FHWA
c. Local Agency Unique Entity Identifier	VEJ3BS5GK5G1
d. Assistance Listing # Highway Planning and Construction	ALN 20.205
e. Is the Award for R&D?	No
f. Indirect Cost Rate (if applicable)	N/A
g. Amount of Federal Funds Obligated by this Action:	$0.00
h. Amount of Federal Funds Obligated to Date (including this Action):	$0.00

3. ESTIMATED PAYMENT TO LOCAL AGENCY

a. Federal Funds Budgeted		$863,333.00
b. Less Estimated Federal Share of CDOT-Incurred Costs		$0.00
TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY	**80.26%**	**$863,333.00**
TOTAL ESTIMATED FUNDING BY LOCAL AGENCY	**19.74%**	**$212,292.00**
TOTAL PROJECT ESTIMATED FUNDING	**100%**	**$1,075,625.00**

4. FOR CDOT ENCUMBRANCE PURPOSES

a. Total Encumbrance Amount (Federal funds + Local Agency funds)	$1,075,625.00
b. Less ROW Acquisition 3111 and/or ROW Relocation 3109	$0.00

NET TO BE ENCUMBERED BY CDOT IS AS FOLLOWS $1,075,625.00

Note: No funds are currently available. Design and Construction funds will become available after execution of an Option letter (Exhibit B) or formal Amendment.

Design 3020		
WBS Element 27019.10.30	Performance Period Start*/End Date TBD-TBD	$0.00
Const. 3301		
WBS Element 27019.20.10	Performance Period Start*/End Date TBD-TBD	$0.00

* The Local Agency should not begin work until all three (3) of the following are in place: 1) Phase Performance Period Start Date; 2) the execution of the document encumbering funds for the respective phase; and 3) Local Agency receipt of the official Notice to Proceed. Any work performed before these three (3) milestones are achieved will not be reimbursable.

B. Funding Ratios

The funding ratio for the federal funds for this Work is 80.26% federal funds to 19.74% Local Agency funds, and this ratio applies only to the $1,075,625.00 that is eligible for federal funding. All other costs are borne by the Local Agency at 100%. If the total cost of performance of the Work exceeds $1,075,625.00, and additional federal funds are not available, the Local Agency shall pay all such excess costs. If the total cost of performance of the Work is less than $1,075,625.00, then the amounts of Local Agency and federal funds will be decreased in accordance with the funding ratio described in **A1**. **This applies to the entire scope of Work.**

C. Maximum Amount Payable

The maximum amount payable to the Local Agency under this Agreement shall be $863,333.00. For CDOT accounting purposes, the federal funds of $863,333.00 and the Local Agency funds of $212,292.00 will be encumbered for a total encumbrance of $1,075,625.00, unless this amount is increased by an executed amendment before any increased cost is incurred. The total budget of this funding source is $1,075,625.00, unless this amount is increased by an executed amendment before any increased cost is incurred. The total cost of the Work is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and that any cost is subject to revisions agreed to by the parties prior to bid and award. **This applies to the entire scope of Work.**

D. Single Audit Act Amendment

All state and local government and non-profit organizations receiving $750,000 or more from all funding sources defined as federal financial assistance for Single Audit Act Amendment purposes shall comply with the audit requirements of 2 CFR part 200, subpart F (Audit Requirements) see also, 49 CFR 18.20 through 18.26. The Single Audit Act Amendment requirements applicable to the Local Agency receiving federal funds are as follows:

i. Expenditure less than $750,000

If the Local Agency expends less than $750,000 in Federal funds (all federal sources, not just Highway funds) in its fiscal year then this requirement does

not apply.

ii. Expenditure of $750,000 or more-Highway Funds Only
If the Local Agency expends $750,000 or more, in Federal funds, but only received federal Highway funds (Catalog of Federal Domestic Assistance, CFDA 20.205) then a program specific audit shall be performed. This audit will examine the “financial” procedures and processes for this program area.

iii. Expenditure of $750,000 or more-Multiple Funding Sources
If the Local Agency expends $750,000 or more in Federal funds, and the Federal funds are from multiple sources (FTA, HUD, NPS, etc.) then the Single Audit Act applies, which is an audit on the entire organization/entity.

iv. Independent CPA
Single Audit shall only be conducted by an independent CPA, not by an auditor on staff. An audit is an allowable direct or indirect cost.

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EXHIBIT D

LOCAL AGENCY RESOLUTION (IF APPLICABLE)

Local Agency Contract Administration Checklist

COLORADO DEPARTMENT OF TRANSPORTATION

LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST

Project No.	STIP No.	Project Code	Region
SAR M455-166	**SR47001**	**27019**	**4**

Project Location	Date
City of Fort Collins	**8-6-2025**

Project Description
Irish Elementary Roadway Improvements

Local Agency	Local Agency Project Manager
City of Fort Collins	**John Gerwel**
CDOT Resident Engineer	CDOT Project Manager
Bryce Reeves	**Armando Ochoa**

INSTRUCTIONS:
This checklist shall be used to establish the contractual administrative responsibilities of the individual parties to this agreement. The checklist becomes an attachment to the Local Agency Agreement. Section numbers (NO.) correspond to the applicable chapters of the *CDOT Local Agency Desk Reference (Local Agency Manual).* LAWR numbers correspond to the applicable flowchart in the Local Agency Web Resource.

The checklist shall be prepared by placing an X under the responsible party, opposite each of the tasks. The X denotes the party responsible for initiating and executing the task. Only one responsible party should be selected. When neither CDOT nor the Local Agency is responsible for a task, not applicable (NA) shall be noted. In addition, # will denote that CDOT must concur or approve.

Tasks that will be performed by Headquarters staff are indicated with an X in the CDOT column under Responsible Party. The Regions, in accordance with established policies and procedures, will determine who will perform all other tasks that are the responsibility of CDOT.

The checklist shall be prepared by the CDOT Resident Engineer or the CDOT Project Manager, in cooperation with the Local Agency Project Manager, and submitted to the Region Program Engineer. If contract administration responsibilities change, the CDOT Resident Engineer, in cooperation with the Local Agency Project Manager, will prepare and distribute a revised checklist.

Note:
Failure to comply with applicable Federal and State requirements may result in the loss of Federal or State participation in funding.

LA WR	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY LA	RESPONSIBLE PARTY CDOT
		TIP / STIP AND LONG-RANGE PLANS		
	2.1	Review Project to ensure it is consistent with Statewide Plan and amendments thereto		x
		FEDERAL FUNDING OBLIGATION AND AUTHORIZATION		
	4.1	Authorize funding by phases (Requires FHWA concurrence/involvement if Federal-aid Highway funded project.). *Please write in "NA", if Not Applicable.*		x
		PROJECT DEVELOPMENT		
1	5.1	Prepare Design Data - CDOT Form 463	x	#
	5.2	Determine Delivery Method	x	#
	5.3	Prepare Local Agency/CDOT Inter-Governmental Agreement (see also Chapter 3)		x
2	5.4	Conduct Consultant Selection/Execute Consultant Agreement • Project Development • Construction Contract Administration (including Fabrication Inspection Services)	 x x	 # #
3,3A	5.5	Conduct Design Scoping Review Meeting	x	#
3,6	5.6	Conduct Public Involvement (If applicable)	x	#

LA WR	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY LA	CDOT
3	5.7	Conduct Field Inspection Review (FIR)	x	#
4	5.8	Conduct Environmental Processes (may require FHWA concurrence/involvement)	x	#
5	5.9	Acquire Right-of-Way (may require FHWA concurrence/involvement)	x	#
3	5.10	Obtain Utility and Railroad Agreements	x	#
3	5.11	Conduct Final Office Review (FOR)	x	#
3A	5.12	Justify Force Account Work by the Local Agency	x	#
3B	5.13	Justify Proprietary, Sole Source, or Local Agency Furnished Items	x	#
3	5.14	Document Design Exceptions - CDOT Form 464	x	#
	5.15	Seek Permission for use of Guaranty and Warranty Clauses	x	#
3	5.18	Prepare Plans, Specifications, Construction Cost Estimates and Submittals	x	#
	5.19	Comply with Requirements for Off-and On-System Bridges & Other Structural Work	x	#
	5.20	Update Approvals on PS&E Package if Project Schedule Delayed	x	#
	5.21	Ensure Authorization of Funds for Construction	#	x
	5.22	Use Electronic Signatures	x	x
	5.23	File Project Development Records/Documentation in ProjectWise	#	x
	PROJECT DEVELOPMENT CIVIL RIGHTS AND LABOR COMPLIANCE			
3	6.1	Set Disadvantaged Business Enterprise (DBE) Goals for Consultant and Construction Contracts (CDOT Region Civil Rights Office).		x
	6.2	Determine Applicability of Davis-Bacon Act This project ☐ is ■ is not exempt from Davis-Bacon requirements as determined by the functional classification of the project location (Projects located on local roads and rural minor collectors may be exempt.) **Bryce Reeves** **7/25/2024** CDOT Resident Engineer Date		x
	6.3	Set On-the-Job Training Goals (CDOT Region Civil Rights Office) *"NA", if Not Applicable*		x
	6.4	Enforce Prompt Payment Requirements	x	#
	6.5	Use Electronic Tracking and Submission Systems – B2GNow ■ LCPtracker ■	x	#
3	6.6	Prepare/submit Title VI Plan and Incorporate Title VI Assurances	x	#
6,7		Ensure the correct Federal Wage Decision, all required Disadvantaged Business Enterprise/On-the-Job Training special provisions and FHWA Form 1273 are included in the Contract (CDOT Resident Engineer)	x	#
	ADVERTISE, BID AND AWARD of CONSTRUCTION PROJECTS Federal Project (use 7.1 series in Chapter 7) ■ Non-Federal Project (Use 7.2 series in Chapter 7) ☐			
6,7		Obtain Approval for Advertisement Period of Less Than Three Weeks;	x	#
7		Advertise for Bids	x	#
7		Concurrence to Advertise	#	x
7		Distribute “Advertisement Set” of Plans and Specifications	x	#
7		Review Worksite & Plan Details w/ Prospective Bidders While Project Is Under Ad	x	
7		Open Bids	x	
7		Process Bids for Compliance		
		Check CDOT Form 1415 – Commitment Confirmation when the low bidder meets DBE goals. (*Please write in "NA", if Not Applicable)*		x
		Evaluate CDOT Form 1416 - Good Faith Effort Report and determine if the Contractor has made a good faith effort when the low bidder does not meet DBE goals. *"NA", if Not Applicable.*		x
		Submit required documentation for CDOT award concurrence	x	
		Concurrence from CDOT to Award		x
		Approve Rejection of Low Bidder		x
7,8		Award Contract (federal)	x	

LA WR	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY LA	CDOT
8		Provide "Award" and "Record" Sets of Plans and Specifications (federal)	x	
	CONSTRUCTION MANAGEMENT			
8	Intro	File Project Construction Records/Documentation in ProjectWise or as directed	x	
8	8.1	Issue Notice to Proceed to the Contractor	x	#
8	8.2	Project Safety	x	
8	8.3	Conduct Conferences:		
		Pre-construction Conference (Appendix B) • Fabrication Inspection Notifications	x x	#
		Pre-survey • Construction staking • Monumentation	 x x	
		Partnering (Optional)	x	
		Structural Concrete Pre-Pour (Agenda is in *CDOT Construction Manual*) *(If applicable)*	x	
		Concrete Pavement Pre-Paving (Agenda is in *CDOT Construction Manual*) *(If applicable)*	x	
		HMA Pre-Paving (Agenda is in *CDOT Construction Manual*) *(If applicable)*	x	
8	8.4	Develop and distribute Public Notice of Planned Construction to media and local residents	x	
9	8.5	Supervise Construction		
		A Professional Engineer (PE) registered in Colorado, who will be "in responsible charge of construction supervision." **Dillon Willett** — **907-726-7685** Local Agency Professional Engineer or CDOT Resident Engineer — Phone number	x	
		Provide competent, experienced staff who will ensure the Contract work is constructed in accordance with the plans and specifications	x	
		Construction inspection and documentation (including projects with structures)	x	#
		Fabrication Inspection and documentation (If applicable)	x	
9	8.6	Review and Approve Shop Drawings	x	
9	8.7	Perform Traffic Control Inspections	x	#
9	8.8	Perform Construction Surveying	x	
9	8.9	Monument Right-of-Way	x	#
9,9A	8.10	Prepare and Approve Interim and Final Contractor Pay Estimates. Collect and review CDOT Form 1418 (or equivalent) or use compliance software system. Provide the name and phone number of the person authorized for this task. **John Gerwel** — **417-894-5121** Local Agency Representative — Phone number	x	
9	8.11	Prepare and Approve Interim and Final Utility and Railroad Billings	x	
9B	8.12	Prepare and Authorize Change Orders	x	#
9B	8.13	Submit Change Order Package to CDOT	x	
9A	8.14	Prepare Local Agency Reimbursement Requests	x	
9	8.15	Monitor Project Financial Status	x	#
9	8.16	Prepare and Submit Monthly Progress Reports	x	
9	8.17	Resolve Contractor Claims and Disputes	x	#
	8.18	Conduct Routine and Random Project Reviews Provide the name and phone number of the person responsible for this task. **Bryce Reeves** — **970-350-2126** CDOT Resident Engineer — Phone number		x
9	8.19	Ongoing Oversight of DBE Participation	x	

LA WR	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY LA	CDOT
	MATERIALS			
9,9C	9.1	Discuss Materials at Pre-Construction Meeting • Buy America documentation required prior to installation of steel	x	
9,9C	9.2	Complete CDOT Form 250 - Materials Documentation Record • Generate form, which includes determining the minimum number of required tests and applicable material submittals for all materials placed on the project • Update the form as work progresses • Complete and distribute form after work is completed	 x x	x
9C	9.3	Perform Project Acceptance Samples and Tests	x	
9C	9.4	Perform Laboratory Acceptance Tests	x	
9C	9.6	Accept Manufactured Products Inspection of structural components: • Fabrication of structural steel and pre-stressed concrete structural components • Bridge modular expansion devices (0" to 6" or greater) • Fabrication of bearing devices	x x x x	
9C	9.6	Approve Sources of Materials	x	
9C	9.7	Independent Assurance Testing (IAT) Local Agency Procedures ☐ CDOT Procedures ☒ • Generate IAT schedule • Schedule and provide notification • Conduct IAT	 x x	x
9C	9.8	Approve mix designs • Concrete • Hot mix asphalt	 x x	 # #
9C	9.9	Check Final Materials Documentation	x	#
9C	9.10	Complete and Distribute Final Materials Documentation	x	#
	CONSTRUCTION CIVIL RIGHTS AND LABOR COMPLIANCE			
9	10.1	Fulfill Project Bulletin Board and Pre-Construction Packet Requirements	x	
8,9	10.2	Process CDOT Form 205 - Sublet Permit Application and CDOT Form 1425 – Supplier Application Approval Request. Review & sign completed forms, or review/approve in compliance software system, as applicable, & submit to Region Civil Rights Office.	x	#
9	10.3	Conduct Equal Employment Opportunity and Labor Compliance Verification Employee Interviews. Complete CDOT Form 280	x	
9	10.4	Monitor Disadvantaged Business Enterprise Participation to Ensure Compliance with the "Commercially Useful Function" Requirements	x	
9	10.5	Conduct Interviews When Project Utilizes On-the-Job Trainees. • Complete CDOT Form 1337 – Contractor Commitment to Meet OJT Requirements. • Complete CDOT Form 838 – OJT Trainee / Apprentice Record. • Complete CDOT Form 200 - OJT Training Questionnaire	 x x x	
9	10.6	Check Certified Payrolls (Contact the Region Civil Rights Office for training reqmts.)	x	#
9	10.7	Submit FHWA Form 1391 - Highway Construction Contractor's Annual EEO Report	x	
	10.8	Contract Compliance and Project Site Reviews		x
	FINALS			
	11.1	Conduct Final Project Inspection & Final Inspection of Structures, if applicable		x
10	11.2	Write Final Project Acceptance Letter	x	
10	11.3	Advertise for Final Settlement	x	
11	11.4	Prepare and Distribute Final As-Constructed Plans	x	
11	11.5	Prepare EEO Certification and Collect EEO Forms	x	
11	11.6	Check Final Quantities, Plans, and Pay Estimate; Check Project Documentation; and submit Final Certifications	x	#

LA WK	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
			LA	CDOT
11	11.7	Check Material Documentation and Accept Final Material Certification (See Chapter 9)	x	#
	11.8	Review CDOT Form 1419		x
	11.9	Submit CDOT Professional Services Closeout Report Form	x	
	11.10	Complete and Submit CDOT Form 1212 LA – Final Acceptance Report (by CDOT)		x
11	11.11	Process Final Payment	x	#
	11.12	Close out Local Project	x	
	11.13	Complete and Submit CDOT Form 950 - Project Closure		x
11	11.14	Retain Project Records	x	
11	11.15	Retain Final Version of Local Agency Contract Administration Checklist	x	

cc: CDOT Resident Engineer/Project Manager
CDOT Region Program Engineer
CDOT Region Civil Rights Office
CDOT Region Materials Engineer
CDOT Contracts and Market Analysis Branch
Local Agency Project Manager

EXHIBIT F

CERTIFICATION FOR FEDERAL-AID CONTRACTS

The Local Agency certifies, by signing this Agreement, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer oremployee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, Agreement, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of Congress, or an employee of a Member of Congress in connection with this Federalcontract, Agreement, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such sub-recipients shall certify and disclose accordingly.

EXHIBIT G

DISADVANTAGED BUSINESS ENTERPRISES

SECTION 1. Policy

It is the policy of the Colorado Department of Transportation (CDOT) that Disadvantaged Business Enterprises (DBEs) shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement, pursuant to 49 CFR Part 26. Accordingly, CDOT's federally approved DBE Program Plan shall apply to this agreement.

SECTION 2. Subrecipient and Participant Obligation.

The Local Agency and its subrecipients agrees to ensure that DBEs certified through the Colorado Unified Certification Program have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement.

All participants on contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement shall take all necessary and reasonable steps in accordance with the CDOT's federally approved DBE Program Plan to ensure that DBEs have the maximum opportunity to compete for and perform contracts.

Local Agency subrecipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of CDOT and federally assisted contracts.

SECTION 3. DBE Program.

The Local Agency subrecipient shall be responsible for complying with CDOT's FHWA-approved DBE Program Plan.

Local Agency requirements can be found at:

https://www.codot.gov/business/civilrights

EXHIBIT H

LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES

Title 23 Code of Federal Regulations (CFR) 172 applies to a federally funded Local Agency project agreement administered by CDOT that involves professional consultant services. 23 CFR 172.1 states “The policies and procedures involve federally funded contracts for engineering and design related services for projects subject to the provisions of 23 U.S.C. 112(a) and are issued to ensure that a qualified consultant is obtained through an equitable selection process, that prescribed work is properly accomplished in a timely manner, and at fair and reasonable cost” and according to 23 CFR 172.5 “Price shall not be used as a factor in the analysis and selection phase.” Therefore, local agencies must comply with these CFR requirements when obtaining professional consultant services under a federally funded consultant contract administered by CDOT.

CDOT has formulated its procedures in Procedural Directive (P.D.) 400.1 and the related operations guidebook titled "Obtaining Professional Consultant Services". This directive and guidebook incorporate requirements from both Federal and State regulations, i.e., 23 CFR 172 and CRS §24-30-1401 et seq. Copies of the directive and the guidebook may beobtained upon request from CDOT's Agreements and Consultant Management Unit. [Local agencies should have theirown written procedures on file for each method of procurement that addresses the items in 23 CFR 172].

Because the procedures and laws described in the Procedural Directive and the guidebook are quite lengthy, the subsequent steps serve as a short-hand guide to CDOT procedures that a Local Agency must follow in obtaining professional consultant services. This guidance follows the format of 23 CFR 172. The steps are:

1. The contracting Local Agency shall document the need for obtaining professional services.

2. Prior to solicitation for consultant services, the contracting Local Agency shall develop a detailed scope of work and a list of evaluation factors and their relative importance. The evaluation factors are those identified in C.R.S. 24-30-1403. Also, a detailed cost estimate should be prepared for use during negotiations.

3. The contracting agency must advertise for contracts in conformity with the requirements of C.R.S. 24-30- 1405. The public notice period, when such notice is required, is a minimum of 15 days prior to the selection of the three most qualified firms and the advertising should be done in one or more daily newspapers of general circulation.

4. The Local Agency shall not advertise any federal aid contract without prior review by the CDOT Regional Civil Rights Office (RCRO) to determine whether the contract shall be subject to a DBE contract goal. If

the RCRO determines a goal is necessary, then the Local Agency shall include the goal and the applicable provisions within the advertisement. The Local Agency shall not award a contract to any Contractor or Consultant without the confirmation by the CDOT Civil Rights and Business Resource Center that the Contractor or Consultant has demonstrated good faith efforts. The Local Agency shall work with the CDOT RCRO to ensure compliance with the established terms during the performance of the contract.

5. The Local Agency shall require that all contractors pay subcontractors for satisfactory performance of work no later than 30 days after the receipt of payment for that work from the contractor. For construction projects, this time period shall be reduced to seven days in accordance with Colorado Revised Statute 24-91-103(2). If the Local Agency withholds retainage from contractors and/or allows contractors to withhold retainage from subcontractors, such retainage provisions must comply with 49 CFR 26.29.

6. Payments to all Subconsultants shall be made within thirty days of receipt of payment from [the Local Agency] or no later than ninety days from the date of the submission of a complete invoice from the Subconsultant, whichever occurs first. If the Consultant has good cause to dispute an amount invoiced by a Subconsultant, the Consultant shall notify [the Local Agency] no later than the required date for payment. Such notification shall include the amount disputed and justification for the withholding. The Consultant shall maintain records of payment that show amounts paid to all Subconsultants. Good cause does not include the Consultant's failure to submit an invoice to the Local Agency or to deposit payments made.

7. The analysis and selection of the consultants shall be done in accordance with CRS §24-30-1403. This section of the regulation identifies the criteria to be used in the evaluation of CDOT pre-qualified prime consultants and their team. It also shows which criteria are used to short-list and to make a final selection.

The short-list is based on the following evaluation factors:

a. Qualifications,

b. Approach to the Work,

c. Ability to furnish professional services.

d. Anticipated design concepts, and

e. Alternative methods of approach for furnishing the professional services.

Evaluation factors for final selection are the consultant's:

a. Abilities of their personnel,

b. Past performance,

c. Willingness to meet the time and budget requirement,

d. Location,

e. Current and projected work load,

f. Volume of previously awarded contracts, and

g. Involvement of minority consultants.

8. Once a consultant is selected, the Local Agency enters into negotiations with the consultant to obtain a fair and reasonable price for the anticipated work. Pre-negotiation audits are prepared for contracts expected to be greater than $50,000. Federal reimbursements for costs are limited to those costs allowable under the cost principles of 48 CFR 31. Fixed fees (profit) are determined with consideration given to size, complexity, duration, and degree of risk involved in the work. Profit is in the range of six to 15 percent of the total direct and indirect costs.

9. A qualified Local Agency employee shall be responsible and in charge of the Work to ensure that the workbeing pursued is complete, accurate, and consistent with the terms, conditions, and specifications of the contract. At the end of Work, the Local Agency prepares a performance evaluation (a CDOT form is available) on the consultant.

CRS §§24-30-1401 THROUGH 24-30-1408, 23 CFR PART 172, AND P.D. 400.1, PROVIDE ADDITIONALDETAILS FOR COMPLYING WITH THE PRECEEDING EIGHT (8) STEPS.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the “Statement of Compliance” required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT J

ADDITIONAL FEDERAL REQUIREMENTS

Federal laws and regulations that may be applicable to the Work include:

Executive Order 11246

Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFRChapter 60) (All construction contracts awarded in excess of $10,000 by the Local Agencies and their contractors or the Local Agencies).

Copeland "Anti-Kickback" Act

The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29CFR Part 3) (All contracts and sub-Agreements for construction or repair).

Davis-Bacon Act

The Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFRPart 5) (Construction contracts in excess of $2,000 awarded by the Local Agencies and the Local Agencies when required by Federal Agreement program legislation. This act requires that all laborers and mechanics employed by contractors or sub-contractors to work on construction projects financed by federal assistance must be paid wages not less than those established for the locality of the project by the Secretary of Labor).

Contract Work Hours and Safety Standards Act

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by the Local Agency's in excess of $2,000, and in excess of $2,500 for other contracts which involve the employmentof mechanics or laborers).

Clean Air Act

Standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (contracts, subcontracts, and sub-Agreements of amounts more than $100,000).

Energy Policy and Conservation Act

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

OMB Circulars

Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever is applicable.

Hatch Act

The Hatch Act (5 USC 1501-1508) and Public Law 95-454 Section 4728. These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.

Nondiscrimination

The Local Agency shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color national origin, sex, age or disability. Prior to thereceipt of any Federal financial assistance from CDOT, the Local Agency shall execute the attached StandardDOT Title VI assurance. As appropriate, the Local Agency shall include Appendix A, B, or C to the StandardDOT Title VI assurance

in any contract utilizing federal funds, land, or other aid. The Local Agency shall alsoinclude the following in all contract advertisements:

> *The [Local Agency], in accordance with the provisions of Title VI of the Civil Rights Actof 1964 (79 Stat. 252, 42 US.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifiesall bidders that it will affirmatively ensure that any contract entered into pursuant to thisadvertisement, DBEs will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for any award.*

ADA

In any contract utilizing federal funds, land, or other federal aid, the Local Agency shall require the federal- aid recipient or contractor to provide a statement of written assurance that they will comply with Section 504and not discriminate on the basis of disability.

Uniform Relocation Assistance and Real Property Acquisition Policies Act

The Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended (Public Law 91- 646, as amended and Public Law 100-17, 101 Stat. 246-256). (If the contractor is acquiring real property and displacing households or businesses in the performance of the Agreement).

Drug-Free Workplace Act

The Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 et seq.).

Age Discrimination Act of 1975

The Age Discrimination Act of 1975, 42 U.S.C. Sections 6101 et. seq. and its implementing regulation, 45

C.F.R. Part 91; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, and implementingregulation 45 C.F.R. Part 84.

23 C.F.R. Part 172

23 C.F.R. Part 172, concerning "Administration of Engineering and Design Related Contracts".

23 C.F.R Part 633

23 C.F.R Part 633, concerning "Required Contract Provisions for Federal-Aid Construction Contracts".

23 C.F.R. Part 635

23 C.F.R. Part 635, concerning "Construction and Maintenance Provisions".

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973. The requirements for which are shown in the Nondiscrimination Provisions, which are attached hereto and made a part hereof.

Nondiscrimination Provisions:

In compliance with Title VI of the Civil Rights Act of 1964 and with Section 162(a) of the Federal AidHighway Act of 1973, the Contractor, for itself, its assignees, and successors in interest, agree as follows:

i. **Compliance with Regulations**

The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Codeof Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

ii. **Nondiscrimination**

The Contractor, with regard to the work performed by it after award and prior to

completion of the contract work, will not discriminate on the ground of race, color, sex, mental or physical handicap or national origin in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix C of the Regulations.

iii. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment**

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to beperformed under a subcontract, including procurement of materials or equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, sex, mentalor physical handicap or national origin.

iv. **Information and Reports**

The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State, or the FHWA as appropriate and shall set forthwhat efforts have been made to obtain the information.

v. **Sanctions for Noncompliance**

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the State shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: **a.** Withholding of payments to the Contractor under the contract until the Contractor complies, and/or **b.** Cancellation, termination or suspension of the contract, in whole or in part.

Incorporation of Provisions §22

The Contractor will include the provisions of this Exhibit J in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided,however, that, in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interest of the State and in addition, the Contractor may request the FHWA to enter into such litigation to protect the interests of the United States.

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SAMPLE

The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination Assurances for Local Agencies

DOT Order No. 1050.2A

The [Local Agency] (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Colorado Department of Transportation and the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), and Federal Aviation Administration (FAA), is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

> *"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, "for which the Recipient receives Federal financial assistance from DOT, including the FHWA, FTA, or FAA.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non- discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FHWA, FTA, and FAA assisted programs:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated or will be (with regard to a "facility") operated or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made in connection with all FHWA, FTA and FAA programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
3. "The [Local Agency] in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity

4. to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
5. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

6. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

7. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

8. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

9. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

    a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

10. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.

11. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

12. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the [Local Agency] also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA, FTA, and FAA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigationsconducted by CDOT, FHWA, FTA, or FAA. You must keep records, reports, and submit the material for review

upon request to CDOT, FHWA, FTA, or FAA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

[Local Agency] gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FHWA, FTA, and FAA. This ASSURANCE is binding on [Local Agency], other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FHWA, FTA, and FAA funded programs. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

_____

(***Name of Recipient***)

by_____

(***Signature of Authorized Official***)

DATED_____

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, FHWA, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the [Local Agency], CDOT or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the [Local Agency], CDOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the non-discrimination provisions of this contract, the [Local Agency] will impose such contract sanctions as it, CDOT or FHWA may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the [Local Agency], CDOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the [Local Agency] will accept title to the lands and maintain the project constructed thereon in accordance with (***Name of Appropriate Legislative Authority***), the Regulations for the Administration of (***Name of Appropriate Program***), and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the [Local Agency] all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto [Local Agency] and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the [Local Agency] its successors and assigns.

The [Local Agency], in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the [Local Agency] will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the [Local Agency] pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. *

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the [Local Agency] will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the [Local Agency] and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by [Local Agency] pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non- discrimination covenants, [Local Agency] will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued. *

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will there upon revert to and vest in and become the absolute property of [Local Agency] of Transportation and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination onthe basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601),(prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis ofsex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on thebasis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, orsex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability ofTitle VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all ofthe programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation,and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

EXHIBIT K

FFATA SUPPLEMENTAL FEDERAL PROVISIONS

State of Colorado Supplemental Provisions for
Federally Funded Contracts, Grants, and Purchase Orders
Subject to
The Federal Funding Accountability and Transparency Act of 2006 (FFATA),
As Amended
Revised as of 3-20-13

The contract, grant, or purchase order to which these Supplemental Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these Supplemental Provisions shall control.

1. **Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.

1.1. **"Award"** means an award of Federal financial assistance that a non-Federal Entity receives or administers in the form of:

1.1.1. Grants;
1.1.2. Contracts;
1.1.3. Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
1.1.4. Loans;
1.1.5. Loan Guarantees;
1.1.6. Subsidies;
1.1.7. Insurance;
1.1.8. Food commodities;
1.1.9. Direct appropriations;
1.1.10. Assessed and voluntary contributions; and
1.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

Award ***does not*** include:

1.1.12. Technical assistance, which provides services in lieu of money;
1.1.13. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
1.1.14. Any award classified for security purposes; or
1.1.15. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).

1.2. **"Contract"** means the contract to which these Supplemental

Provisions are attached and includes all Award types in **§1.1.1** through **1.1.11** above.

1.3. **"Contractor"** means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

1.4. **"Data Universal Numbering System (DUNS) Number"** means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet's website may be found at: http://fedgov.dnb.com/webform.

1.5. **"Entity"** means all of the following as defined at 2 CFR part 25, subpart C;

1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;

1.5.2. A foreign public entity;

1.5.3. A domestic or foreign non-profit organization;

1.5.4. A domestic or foreign for-profit organization; and

1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.

1.6. **"Executive"** means an officer, managing partner or any other employee in a management position.

1.7. **"Federal Award Identification Number (FAIN)"** means an Award number assigned by a Federal agency to a Prime Recipient.

1.8. **"FFATA"** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109- 282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the "Transparency Act."

1.9. **"Prime Recipient"** means a Colorado State agency or institution of higher education that receives an Award.

1.10. **"Subaward"** means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient's support in the performance of all or any portion of the substantive project or program for which the Award was granted.

1.11. **"Subrecipient"** means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non- Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term "Subrecipient" includes and may be referred to as Subgrantee.

1.12. **"Subrecipient Parent DUNS Number"** means the subrecipient

parent organization's 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient's System for Award Management (SAM) profile, if applicable.

1.13. **"Supplemental Provisions"** means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act of 2006, As Amended, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institution of higher education.

1.14. **"System for Award Management (SAM)"** means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov.

1.15. **"Total Compensation"** means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year and includes the following:

- **1.15.1.** Salary and bonus;
- **1.15.2.** Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
- **1.15.3.** Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
- **1.15.4.** Change in present value of defined benefit and actuarial pension plans;
- **1.15.5.** Above-market earnings on deferred compensation which is not tax-qualified;
- **1.15.6.** Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds $10,000.

1.16. "**Transparency Act**" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.

1.17 **"Vendor"** means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. **Compliance.** Contractor shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3. **System for Award Management (SAM) and Data Universal Numbering System (DUNS) Requirements.**

   3.1. **SAM.** Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

   3.2. **DUNS.** Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.

4. **Total Compensation.** Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

   4.1. The total Federal funding authorized to date under the Award is $25,000 or more; and

   4.2. In the preceding fiscal year, Contractor received:

      4.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

      4.2.2. $25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

   4.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)or § 6104 of the Internal Revenue Code of 1986.

5. **Reporting.** Contractor shall report data elements to SAM and to the Prime Recipient as required in §7 below if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Supplemental

Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in §7 below are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract, as provided in **§2** above. The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at http://www.colorado.gov/dpa/dfp/sco/FFATA.htm.

6. **Effective Date and Dollar Threshold for Reporting.** The effective date of these Supplemental Provisions apply to new Awards as of October 1, 2010. Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is $25,000 or more. If the initial Award is below $25,000 but subsequent Award modifications result in a total Award of $25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $25,000. If the initial Award is $25,000 or more, but funding is subsequently de- obligated such that the total award amount falls below $25,000, the Award shall continue to be subject to the reporting requirements.

7. **Subrecipient Reporting Requirements.** If Contractor is a Subrecipient, Contractor shall report as set forth below.

   7.1 **To SAM.** A Subrecipient shall register in SAM and report the following data elements in SAM ***for each*** Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:

      7.1.1 Subrecipient DUNS Number;

      7.1.2 Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;

      7.1.3 Subrecipient Parent DUNS Number;

      7.1.4 Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

      7.1.5 Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

      7.1.6 Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.

   7.2 **To Prime Recipient.** A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:

      7.2.1 Subrecipient's DUNS Number as registered in **SAM**.

      7.2.2 Primary Place of Performance Information, including: Street Address, City, State, Country, Zipcode + 4, and

Congressional District.

8. Exemptions.

8.1. These Supplemental Provisions do not apply to an individual who receives an Award as a natural person,unrelated to any business or non-profit organization he or she may own or operate in his or her name.

8.2 A Contractor with gross income from all sources of less than $300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

8.3 Effective October 1, 2010, "Award" currently means a grant, cooperative agreement, or other arrangementas defined in Section 1.1 of these Special Provisions. On future dates "Award" may include other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.

8.4 There are no Transparency Act reporting requirements for Vendors.

Event of Default. Failure to comply with these Supplemental Provisions shall constitute an event of default under theContract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.

EXHIBIT L

SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT

CDOT SUBRECIPIENT RISK ASSESSMENT	Date:	
Name of Entity (Subrecipient):		
Name of Project / Program:		
Estimated Award Period:		
Entity Executive Director or VP:		
Entity Chief Financial Officer:		
Entity Representative for this Self Assessment:		

Instructions: (See "Instructions" tab for more information) *1. Check only one box for each question. All questions are required to be answered.* *2. Utilize the "Comment" section below the last question for additional responses.* *3. When complete, check the box at the bottom of the form to authorize.*	Yes	No	N/A
EXPERIENCE ASSESSMENT	**Yes**	**No**	**N/A**
1 Is your entity new to operating or managing federal funds (has not done so within the past three years)?	☐	☐	
2 Is this funding program new for your entity (managed for less than three years)? *Examples of funding programs include CMAQ, TAP, STP-M, etc.*	☐	☐	
3 Does your staff assigned to the program have at least three full years of experience with this federal program?	☐	☐	
MONITORING/AUDIT ASSESSMENT	**Yes**	**No**	**N/A**
4 Has your entity had an on-site project or grant review from an external entity *(e.g., CDOT, FHWA)* within the last three years?	☐	☐	☐
5 a) Were there non-compliance issues in this prior review?	☐	☐	☐
b) What were the number and extent of issues in prior review?	☐ *1 to 2*	☐ *>3*	☐
OPERATION ASSESSMENT	**Yes**	**No**	**N/A**
6 Does your entity have a time and effort reporting system in place to account for 100% of all employees' time, that can provide a breakdown of the actual time spent on each funded project? *If No, in the comment section please explain how you intend to document 100% of hours worked by employees and breakdown of time spent on each funding project.*	☐	☐	
FINANCIAL ASSESSMENT	**Yes**	**No**	**N/A**
7 a) Does your entity have an indirect cost rate that is approved and current?	☐	☐	
b) If Yes, who approved the rate, and what date was it approved?			
8 Is this grant/award 10% or more of your entity's overall funding?	☐ *>10%*	☐ *<10%*	
9 Has your entity returned lapsed* funds? **Funds "lapse" when they are no longer available for obligation.*	☐	☐	☐
10 Has your entity had difficulty meeting local match requirements in the last three years?	☐	☐	☐
11 What is the total federal funding your entity has been awarded for the last federal fiscal year, and what is your entity's fiscal year end?			

INTERNAL CONTROLS ASSESSMENT		Yes	No	N/A
12	Has your entity had any significant changes in key personnel or accounting system(s) in the last year? *(e.g., Controller, Exec Director, Program Mgr, Accounting Mgr, etc.) If Yes, in the comment section, please identify the accounting system(s), and / or list personnel positions and identify any that are vacant.*	☐	☐	☐
13	Does your entity have financial procedures and controls in place to accommodate a federal-aid project?	☐	☐	
14	Does your accounting system identify the receipts and expenditures of program funds separately for each award?	☐	☐	
15	Will your accounting system provide for the recording of expenditures for each award by the budget cost categories shown in the approved budget?	☐	☐	
16	Does your agency have a review process for all expenditures that will ensure that all costs are reasonable, allowable and allocated correctly to each funding source? *If Yes, in the comment section, please explain your current process for reviewing costs.*	☐	☐	☐
17	How many total FTE perform accounting functions within your organization?	☐ ≥6	☐ 2 to 5	☐ < 2
IMPACT ASSESSMENT		**Yes**	**No**	**N/A**
18	For this upcoming federal award or in the immediate future, does your entity have any potential conflicts of interest* in accordance with applicable Federal awarding agency policy? *If Yes, please disclose these conflicts in writing, along with supporting information, and submit with this form. (*Any practices, activities or relationships that reasonably appear to be in conflict with the full performance of the Subrecipient's obligations to the State.)*	☐	☐	
19	For this award, has your entity disclosed to CDOT, in writing, violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award? *Response options:* ***YES** = Check if have one or more violation(s) and have either disclosed previously to CDOT or as part of this form. In the comment section, list all violations with names of supporting documentation and submit with this form.* ***NO** = Check if have one or more violation(s) and have not disclosed previously or will not disclose as part of this form. Explain in the comment section.* ***N/A** = Check if have no violations.*	☐	☐	☐
PROGRAM MANAGEMENT ASSESSMENT		**Yes**	**No**	**N/A**
20	Does your entity have a written process/procedure or certification statement approved by your governing board ensuring critical project personnel are capable of effectively managing Federal-aid projects? *If Yes, please submit with this form.*	☐	☐	☐
21	Does your entity have written procurement policies or certification statement for consultant selection approved by your governing board in compliance with 23 CFR 172*? *If Yes, please submit with this form. (*The Brooks Act requires agencies to promote open competition by advertising, ranking, selecting, and negotiating contracts based on demonstrated competence and qualifications, at a fair and reasonable price.)*	☐	☐	☐
22	a) Is your staff familiar with the relevant CDOT manuals and federal program requirements?	☐	☐	☐
	b) Does your entity have a written policy or a certification statement approved by your governing board assuring federal-aid projects will receive adequate inspections? *If Yes, please submit with this form.*	☐	☐	☐
	c) Does your entity have a written process or a certification statement approved by your governing board assuring a contractor's work will be completed in conformance with approved plans and specifications? *If Yes, please submit with this form.*	☐	☐	☐

	d) Does your entity have a written policy or certification statement approved by your governing board assuring that materials installed on the projects are sampled and tested per approved processes. *If Yes, please submit with this form.*	☐	☐	☐
	e) Does your entity have a written policy or certification statement approved by your governing board assuring that only US manufactured steel will be incorporated into the project *(Buy America requirements)? If Yes, please submit with this form.*	☐	☐	☐

Comments *- As needed, include the question number and provide comments related to the above questions. Insert additional rows as needed.*

☐ ***By checking this box, the Executive Director, VP or Chief Financial Officer of this entity certifies that all information provided on this form is true and correct.***

Tool Version: v2.0 (081816)

EXHIBIT M

OMB UNIFORM GUIDANCE FOR FEDERAL AWARDS

Subject to
The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and AuditRequirements for Federal Awards ("Uniform Guidance"), Federal Register, Vol. 78, No. 248, 78590

The agreement to which these Uniform Guidance Supplemental Provisions are attached has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the agreement or any attachments or exhibits incorporated into and made a part of the agreement, the provisions of these Uniform Guidance Supplemental Provisions shall control. In the event of a conflict between the provisions of these Supplemental Provisions and the FFATA Supplemental Provisions, the FFATA Supplemental Provisions shall control.

1. **Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meaningsascribed to them below.

1.1. "Award" means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise. 2 CFR §200.38

1.2. "Federal Award" means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Requirements by a Federal Awarding Agency to a Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

1.3. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient. 2CFR §200.37

1.4. "FFATA" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.

1.5. "Grant" or "Grant Agreement" means an agreement setting forth the terms and conditions of an Award. The term does not include an agreement that provides only direct Federal cash assistance to an individual,a subsidy, a loan, a loan guarantee, insurance, or acquires property or services for the direct benefit of use of the Federal Awarding Agency or Recipient. 2 CFR§200.51.

1.6. "OMB" means the Executive Office of the President, Office of Management and Budget.

1.7. "Recipient" means a Colorado State department, agency or institution of higher education that receives a Federal Award from a Federal Awarding Agency to carry out an activity under a Federal program. The term does not include Subrecipients. 2 CFR §200.86

1.8. "State" means the State of Colorado, acting by and through its departments, agencies and institutions ofhigher education.

1.9. **"Subrecipient"** means a non-Federal entity receiving an Award from a Recipient to carry out part of aFederal program. The term does not include an individual who is a beneficiary of such program.

1.10. **"Uniform Guidance"** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A- 133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

1.11. **"Uniform Guidance Supplemental Provisions"** means these Supplemental Provisions for Federal Awards subject to the OMB Uniform Guidance, as may be revised pursuant to ongoing guidance from relevant Federal agencies or the Colorado State Controller.

2. **Compliance**. Subrecipient shall comply with all applicable provisions of the Uniform Guidance, including but not limited to these Uniform Guidance Supplemental Provisions. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either partyexecuting any further instrument. The State of Colorado may provide written notification to Subrecipient of suchrevisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3. **Procurement Standards.**

3.1 **Procurement Procedures.** Subrecipient shall use its own documented procurement procedures which reflectapplicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation,

§§200.318 through 200.326 thereof.

3.2 **Procurement of Recovered Materials**. If Subrecipient is a State Agency or an agency of a politicalsubdivision of a state, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in theEPA guidelines.

4. **Access to Records.** Subrecipient shall permit Recipient and auditors to have access to Subrecipient's records andfinancial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).

5. **Single Audit Requirements.** If Subrecipient expends $750,000 or more in Federal Awards during Subrecipient's fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the

provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant tothe Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.

5.1 Election. Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514(Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Recipient. A program-specific audit may not be electedfor research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

5.2 Exemption. If Subrecipient expends less than $750,000 in Federal Awards during its fiscal year, Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

5.3 Subrecipient Compliance Responsibility. Subrecipient shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when duein accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by UniformGuidance Part F-Audit Requirements.

6. Contract Provisions for Subrecipient Contracts. Subrecipient shall comply with and shall include all of thefollowing applicable provisions in all subcontracts entered into by it pursuant to this Grant Agreement.

6.1 Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The

contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments

under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice inconspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965,and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuantthereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspendedin whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided bylaw.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuantto section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction,the contractor may request the United States to enter into such litigation to protect the interests of the United States."

6.2 Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be

required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractorsmust be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination.The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40

U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is other wise entitled.

The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

6.3 Rights to Inventions Made Under a Contract or Agreement. If the Federal Award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and anyimplementing regulations issued by the awarding agency.

6.4 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

6.5 Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220)must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

6.6 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, oran employee of a member of Congress in connection

with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

7. **Certifications**. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2CFR §200.208.Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

   7.1 Event of Default. Failure to comply with these Uniform Guidance Supplemental Provisions shall constitute an event of default under the Grant Agreement (2 CFR §200.339) and the State may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

8. **Effective Date.** The effective date of the Uniform Guidance is December 26, 2013. 2 CFR §200.110. The procurement standards set forth in Uniform Guidance §§200.317-200.326 are applicable to new Awards made by Recipient as of December 26, 2015. The standards set forth in Uniform Guidance Subpart F-Audit Requirements are applicable to audits of fiscal years beginning on or after December 26, 2014.

9. **Performance Measurement**. The Uniform Guidance requires completion of OMB-approved standard information collection forms (the PPR). The form focuses on outcomes, as related to the Federal Award Performance Goals that awarding Federal agencies are required to detail in the Awards.

   Section 200.301 provides guidance to Federal agencies to measure performance in a way that will help the Federal awarding agency and other non-Federal entities to improve program outcomes.

   The Federal awarding agency is required to provide recipients with clear performance goals, indicators, and milestones (200.210). Also, must require the recipient to relate financial data to performance accomplishments of the Federal award.

Exhibit N
Federal Treasury Provisions

1. APPLICABILITY OF PROVISIONS.

1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.

1.2. The State of Colorado is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.

1.3. Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.

1.4. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. DEFINITIONS.

2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.

2.1.1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

2.1.2. "Entity" means:

2.1.2.1. a Non-Federal Entity;

2.1.2.2. a foreign public entity;

2.1.2.3. a foreign organization;

2.1.2.4. a non-profit organization;

2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);

2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);

2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or

2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).

2.1.3. "Executive" means an officer, managing partner or any other employee in a management position.

2.1.4. "Expenditure Category (EC)" means the category of eligible uses as defined by the US Department of Treasury in "Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

2.1.5. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1

2.1.6. "Grant" means the Grant to which these Federal Provisions are attached.

2.1.7. "Grantee" means the party or parties identified as such in the Grant to which these Federal Provisions are attached.

2.1.8. "Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.

2.1.9. "Nonprofit Organization" means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

2.1.9.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

2.1.9.2. Is not organized primarily for profit; and

2.1.9.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.

2.1.10. "OMB" means the Executive Office of the President, Office of Management and Budget.

2.1.11. "Pass-through Entity" means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.

2.1.12. "Prime Recipient" means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.

2.1.13. "Subaward" means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.

2.1.14. "Subrecipient" or "Subgrantee" means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.

2.1.15. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:

2.1.15.1. Salary and bonus;

2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the

fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;

2.1.15.4. Change in present value of defined benefit and actuarial pension plans;

2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;

2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds $10,000.

2.1.16. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.

2.1.17. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

2.1.18. "Unique Entity ID" means the Unique Entity ID established by the federal government for a Grantee at https://sam.gov/content/home.

3. COMPLIANCE.

3.1. Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3.2. Per US Treasury Final Award requirements, grantee programs or services must not include a term or conditions that undermines efforts to stop COVID-19 or discourages compliance with recommendations and CDC guidelines.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID (UEI) REQUIREMENTS.

4.1. SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually.

4.2. UEI. Grantee shall provide its Unique Entity ID to its Prime Recipient, and shall update Grantee's information in Sam.gov at least annually.

5. TOTAL COMPENSATION.

5.1. Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

5.1.1. The total Federal funding authorized to date under the Award is $30,000 or more; and

5.1.2. In the preceding fiscal year, Grantee received:

5.1.2.1. 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.2. $30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.3. 5.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING.

6.1. If Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Grantee's obligations under this Grant.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING.

7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is $30,000 or more. If the initial Award is below $30,000 but subsequent Award modifications result in a total Award of $30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $30,000. If the initial Award is $30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $30,000, the Award shall continue to be subject to the reporting requirements. If the total award is below $30,000 no reporting required; if more than $30,000 and less than $50,000 then FFATA reporting is required; and, $50,000 and above SLFRF reporting is required.

7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

8.1. Grantee shall report as set forth below.

8.1.1. Grantee shall use the SLFRF Subrecipient Quarterly Report Workbook as referenced in Exhibit P to report to the State Agency within ten (10) days following each quarter ended September, December, March and June. Additional information on specific requirements are detailed in the SLFRF Subrecipient Quarterly Report Workbooks and "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

EC 1 – Public Health

All Public Health Projects

a) Description of structure and objectives
b) Description of relation to COVID-19
c) Identification of impacted and/or disproportionately impacted communities
d) Capital Expenditures
    i. Presence of capital expenditure in project
    ii. Total projected capital expenditure
    iii. Type of capital expenditure
    iv. Written justification
    v. Labor reporting

COVID-19 Interventions and Mental Health (1.4, 1.11, 1.12, 1.13)

a) Amount of total project used for evidence-based programs
b) Evaluation plan description

COVID-19 Small Business Economic Assistance (1.8)

a) Number of small businesses served

COVID-19 Assistance to Non-Profits (1.9)

a) Number of non-profits served

COVID-19 Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (1.10)

a) Sector of employer
b) Purpose of funds

EC 2 – Negative Economic Impacts

All Negative Economic Impacts Projects

a) Description of project structure and objectives
b) Description of project's response to COVID-19
c) Identification of impacted and/or disproportionately impacted communities
d) Amount of total project used for evidence-based programs and description of evaluation plan *(not required for 2.5, 2.8, 2.21-2.24, 2.27-2.29, 2.31, 2.34-2.36)*
e) Number of workers enrolled in sectoral job training programs
f) Number of workers completing sectoral job training programs
g) Number of people participating in summer youth employment programs
h) Capital Expenditures
    i. Presence of capital expenditure in project
    ii. Total projected capital expenditure
    iii. Type of capital expenditure
    iv. Written justification
    v. Labor reporting

Household Assistance (2.1-2.8)

a) Number of households served

b) Number of people or households receiving eviction prevention services (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*
c) Number of affordable housing units preserved or developed (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*

Healthy Childhood Environments (2.11-2.13)

a) Number of children served by childcare and early learning *(Federal guidance may change this requirement in July 2022)*
b) Number of families served by home visiting *(Federal guidance may change this requirement in July 2022)*

Education Assistance (2.14, 2.24-2.27)

a) National Center for Education Statistics ("NCES") School ID or NCES District ID
b) Number of students participating in evidence-based programs *(Federal guidance may change this requirement in July 2022)*

Housing Support (2.15, 2.16, 2.18)

a) Number of people or households receiving eviction prevention services *(Federal guidance may change this requirement in July 2022)*
b) Number of affordable housing units preserved or developed *(Federal guidance may change this requirement in July 2022)*

Small Business Economic Assistance (2.29-2.33)

a) Number of small businesses served

Assistance to Non-Profits (2.34)

a) Number of non-profits served

Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (2.35-2.36)

a) Sector of employer
b) Purpose of funds
c) If other than travel, tourism and hospitality (2.36) – description of hardship

EC 3 – Public Health – Negative Economic Impact: Public Sector Capacity

Payroll for Public Health and Safety Employees (EC 3.1)

a) Number of government FTEs responding to COVID-19

Rehiring Public Sector Staff (EC 3.2)

a) Number of FTEs rehired by governments

EC 4 – Premium Pay

All Premium Pay Projects

a) List of sectors designated as critical by the chief executive of the jurisdiction, if beyond those listed in the final rule
b) Numbers of workers served
c) Employer sector for all subawards to third-party employers
d) Written narrative justification of how premium pay is responsive to essential work during the public health emergency for non-exempt workers or those making over 150 percent of the state/county's average annual wage

e) Number of workers to be served with premium pay in K-12 schools

EC 5 – Infrastructure Projects

All Infrastructure Projects

a) Projected/actual construction start date (month/year)
b) Projected/actual initiation of operations date (month/year)
c) Location (for broadband, geospatial data of locations to be served)
d) Projects over $10 million
    i. Prevailing wage certification or detailed project employment and local impact report
    ii. Project labor agreement certification or project workforce continuity plan
    iii. Prioritization of local hires
    iv. Community benefit agreement description, if applicable

Water and sewer projects (EC 5.1-5.18)

a) National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
b) Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)
c) Median Household Income of service area
d) Lowest Quintile Income of the service area

Broadband projects (EC 5.19-5.21)

a) Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
    i. If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and
    ii. Confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.
b) Additional programmatic data will be required for broadband projects and will be defined in a subsequent version of the US Treasury Reporting Guidance, including, but not limited to *(Federal guidance may change this requirement in July 2022)*:
    i. Number of households (broken out by households on Tribal lands and those not on Tribal lands) that have gained increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, with the number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download and number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload
    ii. Number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) that have projected increased access to broadband meeting the minimum speed standards in areas that previously

lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization, with the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

iii. Narrative identifying speeds/pricing tiers to be offered, including the speed/pricing of its affordability offering, technology to be deployed, miles of fiber, cost per mile, cost per passing, number of households (broken out by households on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download, number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload, and number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization. Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

All Expenditure Categories

a) Program income earned and expended to cover eligible project costs

8.1.2. A Subrecipient shall report the following data elements to Prime Recipient no later than five days after the end of the month following the month in which the Subaward was made.

8.1.2.1. Subrecipient Unique Entity ID;

8.1.2.2. Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;

8.1.2.3. Subrecipient parent's organization Unique Entity ID;

8.1.2.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

8.1.2.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

8.1.2.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

8.1.3. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, the following data elements:

8.1.3.1. Subrecipient's Unique Entity ID as registered in SAM.

8.1.3.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8.1.3.3. Narrative identifying methodology for serving disadvantaged communities. See the "Project Demographic Distribution" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. This requirement is applicable to all projects in Expenditure Categories 1 and 2.

8.1.3.4. Narrative identifying funds allocated towards evidenced-based interventions and the evidence base. See the "Use of Evidence" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. See section 8.1.1 for relevant Expenditure Categories.

8.1.3.5. Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the public health and negative economic impacts of COVID-19. This requirement is applicable to Expenditure Categories 1 and 2. For aid to travel, tourism, and hospitality or other impacted industries (EC 2.11-2.12), also provide the sector of employer, purpose of funds, and if not travel, tourism and hospitality a description of the pandemic impact on the industry.

8.1.3.6. Narrative identifying the sector served and designated as critical to the health and well-being of residents by the chief executive of the jurisdiction and the number of workers expected to be served. For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, other than those where the eligible worker receiving premium pay is earning (with the premium pay included) below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics Occupational Employment and Wage Statistics, whichever is higher, OR the eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions, include justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19 but should not include personally identifiable information. This requirement applies to EC 4.1, and 4.2.

8.1.3.7. For infrastructure projects (EC 5), or capital expenditures in any expenditure category, narrative identifying the projected construction start date (month/year), projected initiation of operations date (month/year), and location (for broadband, geospatial location data). For projects over $10 million:

8.1.3.8. Certification that all laborers and mechanics employed by Contractors and Subcontractors in the performance of such project are paid wages at rates not less

than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Agreement work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing (1) the number of employees of Contractors and sub-contractors working on the project; (2) the number of employees on the project hired directly and hired through a third party; (3) the wages and benefits of workers on the project by classification; and (4) whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.

8.1.3.8.1. A Subrecipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing: (1) how the Subrecipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project; (2) how the Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and (3) how the Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; (4) whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and (5) whether the project has completed a project labor agreement.

8.1.3.8.2. Whether the project prioritizes local hires.

8.1.3.8.3. Whether the project has a Community Benefit Agreement, with a description of any such agreement.

8.1.4. Subrecipient also agrees to comply with any reporting requirements established by the US Treasury, Governor's Office and Office of the State Controller. The State of Colorado may need additional reporting requirements after this agreement is executed. If there are additional reporting requirements, the State will provide notice of such additional reporting requirements via Exhibit Q – SLFRF Reporting Modification Form.

9. PROCUREMENT STANDARDS.

9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Agreements and purchase orders for work or products under this award.

9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS.

10.1. A Subrecipient shall permit Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

11. SINGLE AUDIT REQUIREMENTS.

11.1. If a Subrecipient expends $750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

11.1.2. Exemption. If a Subrecipient expends less than $750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS.

12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all Subcontractors entered into by it pursuant to this Grant.

12.1.1. [Applicable to federally assisted construction Agreements.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of "federally assisted construction Agreement" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.

12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of "funding agreement" under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements," and any implementing regulations issued by the Federal Awarding Agency.

12.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

12.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A Agreement award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

12.1.7. Never Contract with the Enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never Contract with the Enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed $50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

12.1.9. Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CRF Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

13. CERTIFICATIONS.

13.1. Subrecipient Certification. Subrecipient shall sign a "State of Colorado Agreement with Recipient of Federal Recovery Funds" Certification Form in Exhibit E and submit to State Agency with signed grant agreement.

13.2. Unless prohibited by Federal statutes or regulations, Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS.

14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

14.2. A Grantee with gross income from all sources of less than $300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

15. EVENT OF DEFAULT AND TERMINATION.

15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;

15.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

15.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

15.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or

15.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

EXHIBIT O

AGREEMENT WITH SUBSUBRECIPIENT OF FEDERAL RECOVERY FUNDS

Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain Subrecipients from the Coronavirus State Fiscal Recovery Fund. The State of Colorado has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This agreement is between your organization and the State and your organization is signing and certifying the same terms and conditions included in the State's separate agreement with Treasury. Your organization is referred to as a Subrecipient.

As a condition of your organization receiving federal recovery funds from the State, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal recovery funds as specified in bills passed by the General Assembly and signed by the Governor.

Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization's obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

Subrecipient Name _____

Authorized Representative: _____

Title: _____

Signature: _____

AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS
TERMS AND CONDITIONS

1. Use of Funds.

   a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.

   b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Subrecipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the Governor's Office and Office of the State Controller.

4. Maintenance of and Access to Records
   a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.

   c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the Governor's Office and Office of the State Controller.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.

8. Conflicts of Interest. The State of Colorado understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy

is applicable to each activity funded under this award. Subrecipient and Contractors must disclose in writing to the Office of the State Controller or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Office of the State Controller shall disclose such conflict to Treasury.

9. Compliance with Applicable Law and Regulations.
   a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

   b. Federal regulations applicable to this award include, without limitation, the following:

      i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

      ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

      iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

      iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

      v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

      vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

      vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

      viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Subrecipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.

11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C.§§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRF0126 awarded to the State of Colorado by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.
    a. Any funds paid to the Subrecipient (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.

    b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.
    a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.

    b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

16. Protections for Whistleblowers.
    a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.

    b. The list of persons and entities referenced in the paragraph above includes the following:
        i. A member of Congress or a representative of a committee of Congress;
        ii. An Inspector General;

iii. The Government Accountability Office;
iv. A Treasury employee responsible for Agreement or grant oversight or management;
v. An authorized official of the Department of Justice or other law enforcement agency;
vi. A court or grand jury; or
vii. A management official or other employee of Subrecipient, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

1. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and Contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI
OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.
3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

   The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.

7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.

9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of

discrimination, please so state.

10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub- Subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

EXHIBIT P

SLFRF SUBRECIPIENT QUARTERLY REPORT

1. SLFRF SUBRECIPIENT QUARTERLY REPORT WORKBOOK

1.1 The SLFRF Subrecipient Quarterly Report Workbook must be submitted to the State Agency within ten (10) days following each quarter ended September, December, March and June. The SLFRF Subrecipient Quarterly Report Workbook can be foundat: https://osc.colorado.gov/american-rescue-plan-act (see SLFRF Grant Agreement Templates tab)

EXHIBIT Q

SAMPLE SLFRF REPORTING MODIFICATION FORM

Local Agency:	Agreement No:
Project Title:	Project No:
Project Duration: To:	From:
State Agency:	CDOT

This form serves as notification that there has been a change to the reporting requirements set forth in theoriginal SLFRF Grant Agreement.

The following reporting requirements have been (add/ remove additional rows as necessary):

Updated Reporting Requirement (Add/Delete/Modify)	Project Number	Reporting Requirement

By signing this form, the Local Agency agrees to and acknowledges the changes to the reporting requirements set forth in the original SLFRF Grant Agreement. All other terms and conditions of the original SLFRF Grant Agreement, with any approved modifications, remain in full force and effect. Grantee shall submit this form tothe State Agency within 10 business days of the date sent by that Agency.

_____ _____
Local Agency Date

_____ _____
CDOT Program Manager Date

Exhibit R
APPLICABLE FEDERAL AWARDS

FEDERAL AWARD(S) APPLICABLE TO THIS GRANT AWARD

Federal Awarding Office	US Department of the Treasury
Grant Program	Coronavirus State and Local Fiscal Recovery Funds
Assistance Listing Number	21.027
Federal Award Number	SLFRP0126
Federal Award Date *	May 18, 2021
Federal Award End Date	December 31, 2024
Federal Statutory Authority	Title VI of the Social Security Act, Section 602
Total Amount of Federal Award (this is not the amount of this grant agreement)	$3,828,761,790

* Funds may not be available through the Federal Award End Date subject to the provisions in §2 and §5 below.

EXHIBIT S

PII Certification

STATE OF COLORADO

LOCAL AGENCY CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK

Pursuant to § 24-74-105, C.R.S., I, _____, on behalf of _____ (legal name of Local Agency) (the "Local Agency"), hereby certify under the penalty of perjury that the Local Agency has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Local Agency.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT T

CHECKLIST OF REQUIRED EXHIBITS DEPENDENT ON FUNDING SOURCE

Checklist for required exhibits due to funding sources. Required Exhibits are dependent on the source of funding. This is a guide to assist in the incorporation and completion of Exhibits in relation to funding sources.

Exhibit	Funding only from FHWA	Funding only from ARPA	FHWA and ARPA Funding
EXHIBIT A, SCOPE OF WORK	✓	✓	✓
EXHIBIT B, SAMPLE OPTION LETTER	✓	✓	✓
EXHIBIT C, FUNDING PROVISIONS	✓	✓	✓
EXHIBIT D, LOCAL AGENCY RESOLUTION (IF APPLICABLE)	✓	✓	✓
EXHIBIT E, LOCAL AGENCY AGREEMENT ADMINISTRATION CHECKLIST	✓	✓	✓
EXHIBIT F, CERTIFICATION FOR FEDERAL-AID AGREEMENTS	✓		✓
EXHIBIT G, DISADVANTAGED BUSINESS ENTERPRISE	✓		✓
EXHIBIT H, LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES	✓		✓
EXHIBIT I, FEDERAL-AID AGREEMENT PROVISIONS FOR CONSTRUCTION AGREEMENTS	✓		✓
EXHIBIT J, ADDITIONAL FEDERAL REQUIREMENTS	✓		✓

EXHIBIT K, FFATA SUPPLEMENTAL FEDERAL PROVISIONS	✓	✓	✓
EXHIBIT L, SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT FORM	✓	✓	✓
EXHIBIT M, OMB UNIFORM GUIDANCE FOR FEDERAL AWARDS	✓		✓
EXHIBIT N, FEDERAL TREASURY PROVISIONS		✓	✓
EXHIBIT O, AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS		✓	✓
EXHIBIT P, SLFRF SUBRECIPIENT QUARTERLY REPORT		✓	✓
EXHIBIT Q, SLFRF REPORTING MODIFICATION FORM		✓	✓
EXHIBIT R, APPLICABLE FEDERAL AWARDS		✓	✓
EXHIBIT S, PII CERTIFICATAION	✓	✓	✓
EXHIBIT T, CHECKLIST OF REQUIRED EXHIBITS DEPENDENT ON FUNDING SOURCE	✓	✓	✓

RESOLUTION 2026-010
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF
FORT COLLINS AND THE POUDRE SCHOOL DISTRICT FOR
THE IRISH ELEMENTARY SCHOOL SAFE ROUTES TO
SCHOOL PROJECT

A. The purpose of this Resolution is to enable the City to receive and expend Poudre School District R-1 ("PSD") grant funds for the Irish Elementary School Safe Routes to School ("SRTS") project (the "Project"). The funds will be used to design and construct improvements on West Vine Drive and Irish Drive for the benefit of Irish Elementary School students.

B. Irish Elementary School is located on the west side of Irish Drive, a local residential street in northwest Fort Collins. Irish Elementary students living north of West Vine Drive (a two-lane arterial street) must walk or bike along the shoulder of the two-lane arterial and cross West Vine Drive to get to school.

C. Many of the streets and roads in this area lack adequate sidewalks and have limited multi-use trail connectivity.

D. Many Irish Elementary School students walk, bike, or roll to school. Students living south of the school have safer routes to school on low-traffic residential streets with sidewalks. Students north of the school must cross West Vine Drive at a suboptimal intersection, making their trip more challenging and riskier.

E. The Project addresses these safety concerns by improving multimodal transportation infrastructure and reducing the time students, parents, and school staff spend on the street when commuting to and from this location.

F. The improvements proposed along West Vine Drive include a separated multimodal sidewalk (sidepath) for pedestrians and cyclists. The improvements proposed at the intersection of Vine and Irish include a new rectangular rapid flashing beacon ("RRFB") and median refuge island. The proposed improvements along Irish Drive will enlarge the existing sidewalk into a sidepath between the RRFB and the school.

G. In 2025, a CDOT SRTS grant was awarded to the City to support the design and construction of the Project. The SRTS funding became available to the City in the State fiscal year 2026 (July 2025). SRTS funding involves an 80%/20% (Federal/Local) cost sharing.

H. Also in 2025, a CDOT Highway Safety Improvement Program ("HSIP") grant was awarded to the City for the design and construction of the RRFB included in the Project. HSIP funding involves an 88.9%/11.1% (Federal/Local) cost sharing.

I. The completion of this Project will result in mutual benefits to the City and PSD. PSD has agreed to contribute $75,000 to the Project. The PSD contribution is set forth in an intergovernmental agreement ("IGA") between PSD and the City, which outlines the terms and conditions of the PSD grant funds.

J. Colorado Revised Statutes Section 29-1-203 permits governments to cooperate or contract with one another to provide certain services or facilities when the cooperation or contracts are authorized by each party thereto with the approval of its legislative body or other authority having the power to so approve.

K. City Charter Article II, Section 16 empowers the City Council, by ordinance or resolution, to enter contracts with governmental bodies to furnish governmental services and make charges for such services or enter into cooperative or joint activities with other governmental bodies.

L. Section 1-22 of the Code of the City of Fort Collins requires the City Council to approve intergovernmental agreements that require the City to make a direct, monetary payment over $50,000 The local match required for this funding totals $212,292. Funds are anticipated to be appropriated via Ordinance No. 008, 2026.

M. The City Council finds and determines that the Project and the PSD grant funding are in the best interests of the City and that they advance the public's health, safety, and welfare by facilitating further design and improvement of the City's multimodal transportation safety and infrastructure.

In light of the foregoing recitals, which the Council hereby makes and adopts as determinations and findings, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. The City Council authorizes the City Manager to execute, on behalf of the City, the IGA with the Poudre School District R-1 relating to the Project, in substantially the form attached hereto as Exhibit A, with such additions, modifications, or deletions to the terms and conditions as the City Manager, in consultation with the City Attorney, determines are necessary or appropriate to protect the interests of the City or effectuate the purposes of this Resolution.

Section 2. The City Council hereby authorizes the City Manager to approve and execute future amendments to the IGA with the Poudre School District R-1 relating to the Project that the City Manager, in consultation with the City Attorney, determines to be necessary or appropriate to facilitate completion of the Project, so long as such amendments do not increase the cost of the Project, substantially modify the purposes of the IGA, increase the allocation or amount of funding for the Project funded by the City, or otherwise increase the obligations and responsibilities of the City as set forth in the IGA.

Passed and adopted on January 20, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: January 20, 2026
Approving Attorney: Heather N. Jarvis

Exhibit: Exhibit A – Poudre School District R-1 Intergovernmental Agreement for the Irish Elementary School Safe Routes to School Project Grant

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF FORT COLLINS AND THE POUDRE SCHOOL DISTRICT FOR THE IRISH ELEMENTARY SCHOOL SAFE ROUTES TO SCHOOL PROJECT GRANT

This IRISH ELEMENTARY SCHOOL SAFE ROUTES TO SCHOOL PROJECT GRANT INTERGOVERNMENTAL AGREEMENT (Agreement) is made and entered into by and between the CITY OF FORT COLLINS, COLORADO, a Colorado municipal corporation (City), and POUDRE SCHOOL DISTRICT R-1 (District), collectively referred to as the "Parties."

RECITALS

A. Irish Elementary School, a school in the Poudre School District, is located on the west side of Irish Drive, a residential street in northwest Fort Collins.

B. Many of the streets and roads in this area either lack sidewalks altogether or have substandard sidewalks, and there is a lack of multi-use trail connectivity in this northwestern area of Fort Collins.

C. Irish Elementary School has high numbers of students who bike, walk, or roll to school.

D. Irish Elementary students who live south of the school experience safer routes to school via low-traffic, low-volume residential streets with sidewalks.

E. Irish Elementary students who live north of Vine Drive, a two-lane arterial street one block north of Irish Elementary, must walk along the shoulder of Vine Drive then cross the arterial to get to school, making their journey much more challenging and riskier due to the lack of sidewalk and existing suboptimal crossing at Vine Drive and Irish Drive.

F. The Irish Elementary Safe Routes to School (SRTS) project (Project) has been developed to address these safety concerns presented by the Vine/Irish intersection and by traversing Vine Drive and Irish Drive.

G. The Project's proposed improvements along the north side of Vine Drive will include a new multimodal sidewalk for both bikes and pedestrians.

H. The Project's proposed improvements at the Vine/Irish intersection will include a median refuge island and flashing signal for crossing bikes and pedestrians.

I. The Project's proposed improvements along the west side of Irish Drive will include a new multimodal sidewalk for both bikes and pedestrians, as well as a striped crosswalk at the entrance of Irish Elementary.

J. The City was awarded a Colorado Department of Transportation (CDOT) SRTS grant for the design and construction of the Project, and the SRTS funding became available to the City in the State fiscal year 2026, which began July 2025. Also in 2025, a CDOT Highway Safety Improvement Program (HSIP) grant was awarded to the City for the design and construction of the Rapid Response Flashing Beacon (RRFB) included in the Project.

K. The SRTS grant funds for the Project require an eighty percent to twenty percent (80%/20%) federal to local funding split. The 80%/20% funding split for this award is $835,000 in federal funds and $208,750 in local funds. The HSIP grant funds for the Project require a 88.9%/11.1% federal to local funding split. The 88.9%/11.1% funding split for this award is $28,333 in federal funds and $3,542 in local funds

L. The City's local match consists of $337,847 from the Bicycle Community Capital Improvement Program (Bicycle CCIP) business unit, $119,437 from the Pedestrian Community Capital Improvement Program (Pedestrian CCIP) business unit, and $25,000 from Larimer County.

M. The District intends to contribute $75,000 to the Project (District Grant).

N. On MONTH DAY, 2026, the City Council adopted Resolution 2026-XXX authorizing this Agreement and Resolutions 2026-XXX and 2026-XXX also relating to the Project, and on MONTH DAY, 2026, the City Council adopted Ordinance No. XXX, 2026 relating to the Project.

O. The completion of this Project will result in mutual benefits to the City and the District, as well as benefits to the community's public health, safety and welfare, and this Project serves the public purpose of improving transportation infrastructure within the City and accommodating multimodal transportation and safety.

P. The City is authorized to enter into intergovernmental agreements to provide any function, service or facility, as provided in Article II, Section 16 of the Charter of the City of Fort Collins, Colorado Revised Statutes Section 29-1-203, and Colorado Constitution Article XIV, Section 18(2)(a).

Q. The District is authorized to enter into intergovernmental agreements to provide any function, service or facility, as provided in Colorado Revised Statutes Section 29-1-203 and Colorado Constitution Article XIV, Section 18(2)(a).

R. The City and the District have negotiated the following terms and conditions regarding the District Grant funds.

NOW, THEREFORE, in light of the foregoing recitals, which the Parties incorporate into and make a part of this Agreement, and in consideration of the mutual covenants and obligations expressed herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. **Term.** This Agreement will become effective upon the date of last signature by the Parties and will terminate when all obligations of both Parties have been satisfied, but in no event will the term last beyond June 30, 2028.

2. **Irish Elementary School Safe Routes to School (SRTS) Project District Grant**. The Parties agree the total District funds available for the Project at the time of this Agreement is seventy-five

thousand dollars ($75,000), and such District Grant, together with interest that may accrue thereupon before expenditure, is intended principally for use by the City for completion of the Project and shall not be diverted to other purposes during the term of this Agreement, or during the useful life of design and construction of the Project.

3. **Party's Obligations.** The District's sole obligation under this Agreement is to provide the District Grant to the City. The District shall have no other responsibilities regarding completion of the Project. The City is wholly responsible for design and construction of this Project. No later than sixty (60) days of signing this Agreement, the City will invoice the District for the District Grant funds. The District shall pay the invoice no later than thirty (30) days of the invoice date.

4. **Project Administrators**. The party representatives set forth below will represent their respective party in all matters affecting this Agreement, and each representatives' representation or approvals will be deemed the positions, representations, or approvals of that respective party, unless and until the other party is informed otherwise in writing:

For the City:
John Gerwel
Title: Civil Engineer I
281 N College Ave.
P.O. Box 580
Fort Collins, Colorado 80522
E-Mail: jgerwel@fortcollins.gov

For the District: Daniel Weaver
Title: Director of Transportation

2407 LaPorte Ave.
Fort Collins, CO 80521-2297
E-Mail: danielw@psdschools.org

All notices, reports and correspondence required by this Agreement will be in writing and delivered to the above-named representatives of the City and the District.

5. **Sole Agreement and Amendments.** This Agreement is the sole agreement between the Parties respecting the subject matter hereof. This Agreement is intended as the complete integration of all understandings between the Parties at this time, and no prior or contemporaneous addition, deletion, or other amendment hereto will have any force and effect whatsoever, unless embodied in a written amendment incorporating such changes properly executed and approved by both Parties.

6. **Assignment.** Neither party may assign its rights or duties under this Agreement without the prior written consent of the other party.

7. **Liability**.

7.1. Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver of any provision of the Colorado Governmental Immunity Act, §24-10-101 et seq., C.R.S., as now or hereafter amended. Any provision of this Agreement, whether or not incorporated herein by reference, shall be controlled, limited and otherwise modified so as to limit any liability of the Parties to the above cited laws.

7.2. Nor by executing this Agreement do the Parties create a multi-year fiscal obligation or create

any other financial obligation not supported by a current appropriation.

8. **No Joint Venture; No Third Party Beneficiaries**. This Agreement does not create any rights in any individual not a party to this Agreement. This Agreement shall not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

9. **Authority.** Each party, and the undersigned representatives of the same, hereby represent that they are fully and properly authorized and empowered to enter into this Agreement, and to carry out the terms hereof.

IN WITNESS WHEREOF, the Parties have executed this Irish Elementary School Safe Routes to School (SRTS) Project Grant Intergovernmental Agreement the day and year last below written.

Date:_____

THE CITY OF FORT COLLINS, COLORADO,
A Colorado municipal corporation

By:_____
Kelly DiMartino
City Manager

Attest:

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Date:_____

POUDRE SCHOOL DISTRICT

And by: _____
Dave Montoya, Chief Finance Officer, Chief Operations Officer

RESOLUTION 2026-011
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF
FORT COLLINS AND LARIMER COUNTY FOR THE IRISH
ELEMENTARY SCHOOL SAFE ROUTES TO SCHOOL PROJECT

A. The purpose of this Resolution is to enable the City to receive and expend Larimer County grant funds for the Irish Elementary School Safe Routes to School ("SRTS") project (the "Project"). The funds will be used to design and construct improvements on West Vine Drive and Irish Drive for the benefit of Irish Elementary School students.

B. Irish Elementary School is located on the west side of Irish Drive, a local residential street in northwest Fort Collins. Irish Elementary students living north of West Vine Drive (a two-lane arterial street) must walk or bike along the shoulder of the two-lane arterial and cross West Vine Drive to get to school.

C. Many of the streets and roads in this area lack adequate sidewalks and have limited multi-use trail connectivity.

D. Many Irish Elementary School students walk, bike, or roll to school. Students living south of the school have safer routes to school on low-traffic residential streets with sidewalks. Students north of the school must cross West Vine Drive at a suboptimal intersection, making their trip more challenging and riskier.

E. The Project addresses these safety concerns by improving multimodal transportation infrastructure and reducing the time students, parents, and school staff spend on the street when commuting to and from this location.

F. The improvements proposed along West Vine Drive include a separated multimodal sidewalk (sidepath) for pedestrians and cyclists. The improvements proposed at the intersection of Vine and Irish include a new rectangular rapid flashing beacon ("RRFB") and median refuge island. The proposed improvements along Irish Drive will enlarge the existing sidewalk into a sidepath between the RRFB and the school.

G. In 2025, a CDOT SRTS grant was awarded to the City to support the design and construction of the Project. The SRTS funding became available to the City in the State fiscal year 2026 (July 2025). SRTS funding involves an 80%/20% (Federal/Local) cost sharing.

H. Also in 2025, a CDOT Highway Safety Improvement Program ("HSIP") grant was awarded to the City for the design and construction of the RRFB included in the Project. HSIP funding involves an 88.9%/11.1% (Federal/Local) cost sharing.

I. Larimer County assisted Fort Collins in receiving the SRTS and HSIP funding to improve the intersection of Vine Drive and Irish Drive, recognizing the Project improvements are mutually beneficial, and agreed to contribute $25,000 to help Fort Collins fund the local match portion for the SRTS and HSIP grants. The Larimer County contribution is set forth in an intergovernmental agreement ("IGA") between Larimer County and the City, which outlines the terms and conditions of the Larimer County grant funds.

J. Colorado Revised Statutes Section 29-1-203 permits governments to cooperate or contract with one another to provide certain services or facilities when the cooperation or contracts are authorized by each party thereto with the approval of its legislative body or other authority having the power to so approve.

K. City Charter Article II, Section 16 empowers the City Council, by ordinance or resolution, to enter contracts with governmental bodies to furnish governmental services and make charges for such services or enter into cooperative or joint activities with other governmental bodies.

L. Section 1-22 of the Code of the City of Fort Collins requires the City Council to approve intergovernmental agreements that require the City to make a direct, monetary payment over $50,000. The local match required for this funding totals $212,292. Funds are anticipated to be appropriated via Ordinance No. 008, 2026.

M. The City Council finds and determines that the Project and the Larimer County contribution are in the best interests of the City and that they advance the public's health, safety, and welfare by facilitating further design and improvement of the City's multimodal transportation safety and infrastructure.

In light of the foregoing recitals, which the Council hereby makes and adopts as determinations and findings, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. The City Council authorizes the City Manager to execute, on behalf of the City, the IGA with Larimer County relating to the Project, in substantially the form attached hereto as Exhibit A, with such additions, modifications, or deletions to the terms and conditions as the City Manager, in consultation with the City Attorney, determines are necessary or appropriate to protect the interests of the City or effectuate the purposes of this Resolution.

Section 2. The City Council hereby authorizes the City Manager to approve and execute future amendments to the IGA with Larimer County relating to the Project that the City Manager, in consultation with the City Attorney, determines to be necessary or appropriate to facilitate completion of the Project, so long as such amendments do not increase the cost of the Project, substantially modify the purposes of the IGA, increase the allocation or amount of funding for the Project funded by the City, or otherwise increase the obligations and responsibilities of the City as set forth in the IGA.

Passed and adopted on January 20, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: January 20, 2026
Approving Attorney: Heather N. Jarvis

Exhibit: Exhibit A – Larimer County Intergovernmental Agreement for Contribution to the Irish Elementary School Safe Routes to School Project

INTERGOVERNMENTAL AGREEMENT
For Contribution To The
Irish Elementary School Safe Routes to School Project

THIS AGREEMENT is made and entered into as of the date of last signature below, by and between the County of Larimer, State of Colorado, whose address is 200 West Oak, Suite 3000, Fort Collins, Colorado 80521 (Larimer County) and the City of Fort Collins, whose address is 281 North College Avenue, Fort Collins, Colorado 80524 (Fort Collins) (each a Party or collectively the Parties).

WITNESSETH:

WHEREAS, Larimer County has agreed to help Fort Collins fund the local match portion for a Safe Routes to School grant (SRTS) and Hazard Safety Improvement Program grant (HSIP) grant with a contribution in the amount of $25,000; and

WHEREAS, Larimer County assisted Fort Collins in receiving the $863,333.00 in federal SRTS and HSIP funding to improve the intersection of Vine Drive and Irish Drive; and

WHEREAS, both Parties recognize the Vine Drive and Irish Drive intersection improvements are mutually beneficial for both jurisdictions, and the Parties agree to contribute financially to the costs of such improvements, hereinafter referred to as the Irish Elementary School Safe Routes to School project (Project).

WHEREAS, the Parties hereto desire to enter into this Agreement to define the roles and responsibilities of each of the parties regarding the completion of the Project, and

WHEREAS, both Parties are authorized to enter into intergovernmental agreements with one another, pursuant to C.R.S. Section 29-1-203 and Colorado Constitution Article XIV, section 18(2)(a), for the purpose of achieving greater efficiencies for the provision of services to the public.

NOW THEREFORE, in light of the foregoing recitals, which the Parties incorporated into and make a part of this Agreement, and in consideration of the above and the mutual promises and covenants contained herein, the Parties agree as follows:

1. TERM: The term of this Agreement shall be from the date of last signature by the Parties to and until such time as the Project described herein is completed.

2. DESCRIPTION OF IMPROVEMENTS: Planned improvements include widened sidewalks, a sidepath on the north side of Vine, a sidepath on the west side of Irish Drive, improved pedestrian crossing of Vine Drive at Irish Drive including a rapid response flashing beacon (RRFB), and a west bound to south bound left turn lane from Vine Drive to Irish Drive. Planned improvements are subject to change depending on site constraints or other requirements during design and construction.

3. CONTRIBUTION BY LARIMER COUNTY: Larimer County will contribute $25,000 towards the local match required by the grants. No later than sixty (60) days of signing this Agreement, Fort Collins will invoice Larimer County for its contribution. Larimer County shall pay the invoice no later than thirty (30) days of the invoice date. Larimer County's sole obligation under this Agreement is to provide the Larimer County contribution. Larimer County shall have no other responsibilities regarding completion of the Project.

4. ENTIRE AGREEMENT: This writing constitutes the entire Agreement between the Parties with respect to the subject matter herein, and shall be binding upon said Parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said Parties.

5. NO THIRD-PARTY BENEFICIARY ENFORCEMENT: It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned Parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in the Agreement. It is the express intention of the undersigned Parties that any entity other than the undersigned parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

6. SEVERABILITY: If any term or condition of this Agreement shall be held to be invalid, illegal, or unenforceable, this Agreement shall be construed and enforced without such provision to the extent that this Agreement is then capable of execution within the original intent of the Parties hereto.

7. MODIFICATION AND BREACH: This Agreement contains the entire agreement and understanding between the Parties of this Agreement and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written. No modification, amendment, notation, renewal, or other alteration of or to this Agreement shall be deemed valid or of any force or effect whatsoever, unless mutually agreed upon in writing by the undersigned parties. No breach of any term, provision, or clause of this Agreement shall be deemed waived or excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party hereto, or waiver of, a breach by any other party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

8. NOTICES: All notices required herein shall be mailed via First Class Mail to the Parties' representatives at the addresses below:

LARIMER COUNTY
Engineering Department
Attn: Rusty McDaniel
200 West Oak, Suite 3000
Fort Collins, CO. 80522
Phone: 970-498-5730
Email: rmcdaniel@larimer.org

FORT COLLINS
Engineering Department
Attn: Dana Hornkohl
281 North College Avenue
Fort Collins, CO. 80524
Phone: 970-416-2719
Email: dhornkohl@fortcollins.gov

Notwithstanding the foregoing, notice of routine matters related to this Agreement may be accomplished by electronic mail on the condition that the recipient of the electronic mail correspondence acknowledges receipt thereof.

9. NO WAIVER OF GOVERNMENTAL IMMUNITY: No portion of this Agreement shall be deemed to constitute a waiver of any immunities the Parties, or their officers or employees may possess, nor shall any portion of this Agreement be deemed to have created a duty of care that did not previously exist with respect to any person not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first written above:

LARIMER COUNTY

By: _____

County Engineer

Approved as to form:

_____

Assistant Deputy County Attorney

CITY OF FORT COLLINS

By: _____

Kelly DiMartino, City Manager

Attest:

_____

City Clerk

Approved as to form:

_____

Assistant City Attorney

ORDINANCE NO. 008, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
MAKING SUPPLEMENTAL APPROPRIATIONS OF GRANTS AND
AUTHORIZING TRANSFERS OF APPROPRIATIONS FOR THE
IRISH ELEMENTARY SCHOOL SAFE ROUTES TO SCHOOL
PROJECT AND RELATED ART IN PUBLIC PLACES

A. The purpose of this Ordinance is to appropriate grant monies and local cost-sharing funds to expend for the Irish Elementary School Safe Routes to School ("SRTS") project (the "Project"). The funds will be used to design and construct improvements on West Vine Drive and Irish Drive for the benefit of Irish Elementary School students and other traveling public.

B. Irish Elementary School is located on the west side of Irish Drive, a local residential street in northwest Fort Collins. Irish Elementary students living north of West Vine Drive (a two-lane arterial street) must walk or bike along the shoulder of the two-lane arterial and cross West Vine Drive to get to school.

C. Many of the streets and roads in this area lack adequate sidewalks and have limited multi-use trail connectivity.

D. Many Irish Elementary School students walk, bike, or roll to school. Students living south of the school have safer routes to school on low-traffic residential streets with sidewalks. Students north of the school must cross West Vine Drive at a suboptimal intersection, making their trip more challenging and riskier.

E. The Project addresses these safety concerns by improving multimodal transportation infrastructure and reducing the time students, parents, and school staff spend on the street when commuting to and from this location.

F. The improvements proposed along West Vine Drive include a separated multimodal sidewalk (sidepath) for pedestrians and cyclists. The improvements proposed at the intersection of Vine and Irish include a new rectangular rapid flashing beacon ("RRFB") and median refuge island. The proposed improvements along Irish Drive will enlarge the existing sidewalk into a sidepath between the RRFB and the school.

G. In 2025, a Colorado Department of Transportation ("CDOT") SRTS grant was awarded to the City to support the design and construction of the Project. The SRTS funding became available to the City in the State fiscal year 2026 (July 2025). SRTS funding involves an 80%/20% (Federal/Local) cost sharing.

H. Also in 2025, a CDOT Highway Safety Improvement Program ("HSIP") grant was awarded to the City for the design and construction of the RRFB included in the Project. HSIP funding involves an 88.9%/11.1% (Federal/Local) cost sharing.

I. The SRTS and HSIP grant funds are administered by CDOT with Project delivery oversight pursuant to an intergovernmental agreement ("IGA") between CDOT and the City approved via Resolution 2026-009.

J. The completion of this Project will result in mutual benefits to the City and the Poudre School District R-1 ("PSD"). PSD has agreed to contribute $75,000 to the Project. The PSD contribution is set forth in an IGA between PSD and the City approved via Resolution 2026-010.

K. Larimer County assisted Fort Collins in receiving the SRTS and HSIP funding to improve the intersection of Vine Drive and Irish Drive, recognizing the Project improvements are mutually beneficial, and agreed to contribute $25,000 to help Fort Collins fund the local match portion for the SRTS and HSIP grants. The Larimer County contribution is set forth in an IGA between Larimer County and the City approved via Resolution 2026-011.

L. Article V, Section 9 of the City Charter permits the City Council, upon recommendation of the City Manager, to make a supplemental appropriation by ordinance at any time during the fiscal year, provided that the total amount of such supplemental appropriation, in combination with all previous appropriations for that fiscal year, does not exceed the current estimate of actual and anticipated revenues and all other funds to be received during the fiscal year.

M. The City Manager has recommended the appropriations described in Sections 1 through 4 herein below and determined that the funds to be appropriated are available and previously unappropriated from the Capital Projects fund and that this appropriation will not cause the total amount appropriated in the Capital Projects fund to exceed the current estimate of actual and anticipated revenues and all other funds to be received in this Fund during this fiscal year.

N. Article V, Section 10 of the City Charter authorizes the City Council, upon recommendation by the City Manager, to transfer by ordinance any unexpended and unencumbered appropriated amount or portion thereof from one fund or capital project to another fund or capital project, provided that the purpose for which the transferred funds are to be expended remains unchanged, the purpose for which the funds were initially appropriated no longer exists, or the proposed transfer is from a fund or capital project in which the amount appropriated exceeds the amount needed to accomplish the purpose specified in the appropriation ordinance.

O. The City Manager has recommended the transfer of $119,437 from the Community Capital Improvement Program – Pedestrian Sidewalk budget in the Capital Projects fund to the Irish Elementary School Safe Routes to School Project budget in the Capital Projects fund and $337,847 from the Community Capital Improvement Program – Bicycle Infrastructure Improvements budget in the Capital Projects fund to the Irish Elementary School Safe Routes to School Project budget in the Capital Projects fund and

determined that the purpose for which the transferred funds are to be expended remains unchanged.

P. This Project involves construction estimated to cost more than $250,000 and, as such, City Code Section 23-304 requires one percent of these appropriations to be transferred to the Cultural Services and Facilities Fund for a contribution to the Art in Public Places ("APP") program.

Q. A portion of the funds appropriated in this Ordinance for the Project are ineligible for use in the APP program due to restrictions placed on them by the Colorado Department of Transportation SRTS and HSIP grants, the source of these funds. Community Capital Improvement Program ("CCIP") funds have already contributed 1% towards the APP program.

R. The project cost of $100,000 from the PSD and Larimer County contributions has been used to calculate the contribution to the APP program.

S. The amount to be contributed in this Ordinance will be $1,000, which is 1% of the PSD and Larimer County contributions.

T. Article V, Section 11 of the City Charter authorizes the City Council to designate in the ordinance when appropriating funds for a capital project that such appropriation shall not lapse at the end of the fiscal year in which the appropriation is made but continue until the completion of the capital project.

U. The City Council wishes to designate the appropriations herein for the Project as appropriations that shall not lapse until the completion of the Project.

V. The appropriations in this Ordinance benefit public health, safety and welfare of the residents of Fort Collins and serve the public purpose of improving multimodal transportation infrastructure and safety within the City.

In light of the foregoing recitals, which the Council hereby makes and adopts as determinations and findings, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. There is hereby appropriated from new revenue or other funds in the Capital Projects fund the sum of EIGHT HUNDRED THIRTY-FIVE THOUSAND DOLLARS ($835,000) to be expended in the Capital Projects fund for the Irish Elementary School Safe Routes to School Project.

Section 2. There is hereby appropriated from new revenue or other funds in the Capital Projects fund the sum of TWENTY-EIGHT THOUSAND THREE HUNDRED THIRTY-THREE DOLLARS ($28,333) to be expended in the Capital Projects fund for the Irish Elementary School Safe Routes to School Project.

Section 3. There is hereby appropriated from new revenue or other funds in the Capital Projects fund the sum of SEVENTY-FIVE THOUSAND DOLLARS ($75,000) to be expended in the Capital Projects fund for the Irish Elementary School Safe Routes to School Project.

Section 4. There is hereby appropriated from new revenue or other funds in the Capital Projects fund the sum of TWENTY-FIVE THOUSAND ($25,000) to be expended in the Capital Projects fund for the Irish Elementary School Safe Routes to School Project.

Section 5. The unexpended and unencumbered appropriated amount of ONE HUNDRED NINETEEN THOUSAND FOUR HUNDRED THIRTY-SEVEN DOLLARS ($119,437) is authorized for transfer from the Community Capital Improvement Program – Pedestrian Sidewalk capital project accounts in the Capital Projects fund to the Irish Elementary School Safe Routes to School Project capital project accounts in the Capital Projects fund and appropriated therein to be expended for the Irish Elementary School Safe Routes to School Project.

Section 6. The unexpended and unencumbered appropriated amount of THREE HUNDRED THIRTY-SEVEN THOUSAND EIGHT HUNDRED FORTY-SEVEN DOLLARS ($337,847) is authorized for transfer from the Community Capital Improvement Program – Bicycle Infrastructure Improvements capital project accounts in the Capital Projects fund to the Irish Elementary School Safe Routes to School Project capital project accounts in the Capital Projects fund and appropriated therein to be expended for the Irish Elementary School Safe Routes to School Project.

Section 7. The unexpended and unencumbered appropriated amount of SEVEN HUNDRED EIGHTY DOLLARS ($780) in the Capital Projects fund is hereby authorized for transfer to the Cultural Services and Facilities fund and appropriated to be expended therein to fund art projects under the APP program.

Section 8. The unexpended and unencumbered appropriated amount of TWO HUNDRED DOLLARS ($200) in the Capital Projects fund is hereby authorized for transfer to the Cultural Services and Facilities fund and appropriated to be expended therein for the operation costs of the APP program.

Section 9. The unexpended and unencumbered appropriated amount of TWENTY DOLLARS ($20) in the Capital Projects fund is hereby authorized for transfer to the Cultural Services and Facilities fund and appropriated to be expended therein for the maintenance costs of the APP program.

Section 10. The appropriations herein for the Irish Elementary School Safe Routes to School Project are hereby designated, as authorized in Article V, Section 11 of the City Charter, as appropriations that shall not lapse at the end of this fiscal year but continue until the completion of the Project.

Introduced, considered favorably on first reading on January 20, 2026, and approved on second reading for final passage on February 3, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: February 13, 2026
Approving Attorney: Heather N. Jarvis

Exhibit: None

File Attachments for Item:

9. Resolution 2026-012 Authorizing the Initiation of Exclusion Proceedings of Annexed Properties Within the Territory of the Poudre Valley Fire Protection District and Authorizing an Intergovernmental Agreement with Said District.

The purpose of this item is to authorize the City Attorney to file a petition in Larimer County District Court to exclude the property annexed into the City in 2025 from the Poudre Valley Fire Protection District (the “District”) in accordance with state law. The property affected by this Resolution is the Heritage Annexation and the Moor Annexation. Colorado Revised Statutes Section 32-1-502 requires an order of exclusion from the District Court to remove the annexed property from special district territories. The property has been receiving fire protection services from the Poudre Fire Authority and will continue to do so. The City Attorney’s Office files the petition in Larimer County District Court each year seeking exclusion for all properties annexed in the previous year that should be removed from the District to avoid double taxation.

January 20, 2026

AGENDA ITEM SUMMARY

City Council

STAFF

Kelly DiMartino, City Manager

SUBJECT

Resolution 2026-012 Authorizing the Initiation of Exclusion Proceedings of Annexed Properties Within the Territory of the Poudre Valley Fire Protection District and Authorizing an Intergovernmental Agreement with Said District.

EXECUTIVE SUMMARY

The purpose of this item is to authorize the City Attorney to file a petition in Larimer County District Court to exclude the property annexed into the City in 2025 from the Poudre Valley Fire Protection District (the "District") in accordance with state law. The property affected by this Resolution is the Heritage Annexation and the Moor Annexation. Colorado Revised Statutes Section 32-1-502 requires an order of exclusion from the District Court to remove the annexed property from special district territories. The property has been receiving fire protection services from the Poudre Fire Authority and will continue to do so. The City Attorney's Office files the petition in Larimer County District Court each year seeking exclusion for all properties annexed in the previous year that should be removed from the District to avoid double taxation.

STAFF RECOMMENDATION

Staff recommends adoption of the Resolution.

BACKGROUND / DISCUSSION

Property that is within a fire protection district continues to be subject to the District's property tax assessment even after annexation to the City until the property is officially excluded from the District. Exclusion must occur pursuant to state law (C.R.S. Section 32-1-502). The law allows the City to seek exclusion of annexed property from the District so that the property is not subject to property tax assessment by both the District and the City.

In 2025, the City annexed two areas within the territory of the District, the legal description of which is set forth in Exhibit A to the proposed Resolution.

Consistent with the state law, this proposed Resolution authorizes:

1. The City Attorney to file a petition on behalf of the City to exclude the two annexed properties from the District; and

2. The City Manager to enter into an agreement with the District for the continuation of fire protection services within the annexed property.

CITY FINANCIAL IMPACTS

None.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS

1. Resolution 2026-012

RESOLUTION 2026-012
OF THE COUNCIL OF THE CITY OF FORT COLLINS AUTHORIZING THE INITIATION OF EXCLUSION PROCEEDINGS OF ANNEXED PROPERTIES WITHIN THE TERRITORY OF THE POUDRE VALLEY FIRE PROTECTION DISTRICT AND AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH SAID DISTRICT

A. In 2025, the City annexed two properties within the territory of the Poudre Valley Fire Protection District (the "District").

B. Colorado Revised Statutes ("C.R.S.") Section 32-1-502 requires an order of exclusion from the District Court to remove annexed properties from special district territories.

C. Under the provisions of C.R.S. Section 32-1-502(2)(a), an order excluding property from the boundaries of a special district requires the governing body of the annexing municipality to agree, by resolution, to provide the services previously provided by the special district to the area described in the petition for exclusion from and after the effective date of the exclusion order.

D From the date of such annexations, the City has provided municipal services to said properties, including fire services.

E. The residents within the properties described on Exhibit A, attached hereto and incorporated herein by this reference (the "Annexation Properties") have paid ad valorem property taxes to the District for fire protection services prior to exclusion and, subsequent to exclusion, will instead pay ad valorem property taxes to the City for City services, including fire protection.

F. It is the desire and intent of the City Council to reflect by this Resolution its willingness to provide fire protection services to the Annexed Properties and to exclude the Annexed Properties from the District.

G. The City Council wishes to properly exclude the Annexed Properties from the District in accordance with law and to allow for the provision of fire protection services to such property by the Poudre Fire Authority, which is an independent entity providing fire protection services to both the District and the City pursuant to an intergovernmental agreement.

In light of the foregoing recitals, which the Council hereby makes and adopts as determinations and findings, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. The City Council desires to exclude the Annexed Properties from the District.

Section 2. The City Council authorizes the City Attorney to file a petition in the Larimer County District Court pursuant to C.R.S. Section 32-1-502 for an order to exclude the Annexed Properties, the boundaries of which are described on Exhibit A.

Section 3. The City Council approves the commitment by the City to provide fire protection service, through the Poudre Fire Authority, to the Annexed Properties.

Section 4. The City Council finds that a plan for the disposition of assets or continuation of service is unnecessary as the Poudre Fire Authority has in the past served, and continues to serve, both the District and the City.

Section 5. The City Council authorizes the City Manager to enter into an agreement with the District for the continuation of services for the Annexed Properties, which agreement shall be substantially in the form of Exhibit B attached hereto, subject to such modifications as the City Manager may, in consultation with the City Attorney, deem necessary or appropriate to protect the interests of the City.

Passed and adopted on January 20, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: January 20, 2026
Approving Attorney: Madelene Shehan

Exhibits: Exhibit A – Legal Descriptions of Annexed Properties
Exhibit B – Memorandum of Agreement

HERITAGE ANNEXATION

A PARCEL OF LAND BEING A PORTION OF THE WEST 1/2 OF SECTION 8, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER 1/4 CORNER OF SAID SECTION 8 AND CONSIDERING THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 8 AS BEARING OF N 89°08'54" W AND HAVING ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE N 89°08'54" W A DISTANCE OF 636.52 FEET ALONG SAID SOUTH LINE;
THENCE N 00°51'06" E A DISTANCE OF 56.57 FEET TO THE SOUTHWEST CORNER OF LOT 3 OF THE INDUSTRIAL BUSINESS PARK INTERNATIONAL P.U.D RECORDED AT RECEPTION NO. 423677 (1981) OF THE LARIMER COUNTY RECORDS, SAID POINT BEING THE **POINT OF BEGINNING**;
THENCE S 89°41'35" E A DISTANCE OF 282.29 FEET ALONG THE SOUTH LINE SAID LOT 3 TO A POINT ON THE BOUNDARY LINE OF THE SAID INDUSTRIAL BUSINESS PARK INTERNATIONAL P.U.D;
THENCE ALONG SAID BOUNDARY LINE THE FOLLOWING 7 COURSES:
N 00°24'08" E A DISTANCE OF 170.35 FEET;
N 41°35'52" W A DISTANCE OF 270.00 FEET;
N 65°35'35" W A DISTANCE OF 283.06 FEET;
N 80°23'05" W A DISTANCE OF 255.00 FEET;
N 65°09'53" W A DISTANCE OF 192.96 FEET;
N 08°05'13" E A DISTANCE OF 46.10 FEET;
N 89°36'46" W A DISTANCE OF 12.10 FEET TO A POINT ON THE BOUNDARY LINE OF THE INDUSTRIAL BUSINESS PARK INTERNATIONAL P.U.D. AMENDED PLAT, RECORDED AT RECEPTION NO. 20190043996 OF THE LARIMER COUNTY RECORDS;
THENCE N 89°36'46" W A DISTANCE OF 791.94 FEET ALONG SAID BOUNDARY LINE;
THENCE N 89°36'46" W A DISTANCE OF 72.00 FEET CONTINUING ALONG SAID BOUNDARY LINE TO THE EAST LINE OF LOT 1A, LOT CONSOLIDATION OF LOTS 1 & 2, BLOCK 1 OF THE SAID INDUSTRIAL BUSINESS PARK INTERNATIONAL P.U.D. AMENDED PLAT;
THENCE S 00°49'21" W A DISTANCE OF 175.11 FEET ALONG SAID EAST LINE;
THENCE S 00°49'21" W A DISTANCE OF 100.00 FEET TO A POINT ON THE EAST LINE OF LOT3, BLOCK 1 OF THE SAID INDUSTRIAL BUSINESS PARK INTERNATIONAL P.U.D. AMENDED PLAT;
THENCE S 00°49'01" W A DISTANCE OF 564.16 FEET ALONG SAID EAST LINE;

THENCE CONTINUING ALONG SAID EAST LINE 86.67 FEET ON A CURVE TO THE RIGHT HAVING A RADIUS OF
40.00 FEET, A DELTA ANGLE OF 124°09'00” AND A CHORD THAT BEARS S 62°53'31” W A DISTANCE OF 70.68 FEET TO A POINT ON THE BOUNDARY LINE OF THE SAID INDUSTRIAL BUSINESS PARK INTERNATIONAL P.U.D. AMENDED PLAT;
THENCE ALONG SAID BOUNDARY LINE THE FOLLOWING 3 COURSES:
S 55°01'59” E A DISTANCE OF 137.05 FEET;
S 89°10'59” E A DISTANCE OF 84.49 FEET;
S 89°10'59” E A DISTANCE OF 545.55 FEET;
THENCE S 89°10'59” E A DISTANCE OF 140.00 FEET TO THE BOUNDARY OF THE AMENDED PLAT OF LOTS 11 AND 12, AMENDED PLAT OF ENVELOPE "A" INDUSTRIAL BUSINESS PARK INTERNATIONAL P.U.D. RECORDED AT RECEPTION NO. 19950040821 OF THE LARIMER COUNTY RECORDS;

THENCE ALONG SAID BOUNDARY LINE 62.83 FEET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 40.00 FEET, A DELTA ANGLE OF 90° AND A CHORD THAT BEARS N 44°10'56” W A DISTANCE OF 56.57 FEET; THENCE N 00°49'04” E A DISTANCE OF 384.74 FEET CONTINUING ALONG SAID BOUNDARY LINE TO THE BOUNDARY LINE OF THE AMENDED PLAT OF ENVELOPE A INDUSTRIAL BUSINESS PARK INTERNATIONAL
P.U.D. RECEPTION NO. 562057 (1984) OF THE LARIMER COUNTY RECORDS;
THENCE ALONG SAID BOUNDARY LINE THE FOLLOWING 5 COURSES:
N 00°49'04” E A DISTANCE OF 90.47 FEET;
35.63 FEET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 241.54 FEET, A DELTA ANGLE OF
8°27'09” AND A CHORD THAT BEARS N 05°02'39” E A DISTANCE OF 35.60 FEET;
91.74 FEET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, A DELTA ANGLE OF
105°07'55” AND A CHORD THAT BEARS N 61°50'10” E A DISTANCE OF 79.41 FEET;
S 65°35'52” E A DISTANCE OF 523.36 FEET;
111.98 FEET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 115.69 FEET, A DELTA ANGLE OF
55°27'28” AND A CHORD THAT BEARS S 37°52'08” E A DISTANCE OF 107.66 FEET; THENCE N 79°52'41” E A DISTANCE OF 60.00 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 1,081,947 SQ.FT. (24.838 ACRES) MORE OR LESS.

MOOR ANNEXATION

A parcel of land, situate in the Northwest Quarter (NW1/4) of Section Ten (10), Township Seven North (T.7N.), Range Sixty-nine West (R.69W.) of the Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado and being more particularly described as follows:

COMMENCING at the West Quarter corner of said Section 10 and assuming the South line of the Southwest Quarter of the Northwest Quarter (SW1/4NW1/4) of Section 10 as bearing South 89°31'38" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 1324.95 feet, monumented by a #6 rebar with 2.5" aluminum cap stamped LS 29407 at the West Quarter corner and a #6 rebar with a 2.5" aluminum cap stamped LS 31169 at the Center-West 1/16th corner and with all other bearings contained herein relative thereto;

THENCE South 89°31'38" East, along said South line, a distance of 280.00 feet to the Southeast corner of the Kennedy's West LaPorte Avenue Annexation as recorded November 14, 1972 as Reception No. 42752 of the Larimer County Clerk & Recorder (LCCR) and to the POINT OF BEGINNING;
Thence along the East and North lines and extensions thereof, said Reception No. 42752, the following four courses:
THENCE North 00°35'52" East a distance of 30.00 feet;
THENCE North 89°31'38" West a distance of 30.00 feet to an extension of the West line of that parcel as described in the General Warranty Deed as recorded November 30, 2021 as Reception No. 20210108643 of the LCCR;
Thence along the West, South, North and East lines and extensions thereof, the following five courses:
THENCE North 00°35'52" East a distance of 150.00 feet;
THENCE North 89°31'38" West a distance of 199.92 feet to the Easterly Right of Way line of Taft Hill Road and to the Easterly line of the Sanctuary on the Green Annexation as recorded November 16, 2018 as Reception No. 20180069904 of the LCCR;
THENCE North 00°37'24" East, along said Easterly lines a distance of 473.87 feet;
THENCE South 89°22'36" East a distance of 280.53 feet;
THENCE South 00°32'39" West a distance of 653.13 feet to the North line of the City Park Prospect Park and Grandview Cemetery Annexation;
THENCE North 89°31'38" West a distance of 51.43 feet to the POINT OF BEGINNING.

Said described parcel of land contains 146,728 Square Feet or 3.368 Acres, more or less (±).

**MEMORANDUM OF AGREEMENT FOR
CONTINUATION OF SERVICE
(POUDRE VALLEY FIRE PROTECTION DISTRICT/CITY OF FORT COLLINS)**

THIS AGREEMENT, is made and entered into on _____, by and between the CITY OF FORT COLLINS, COLORADO, a municipal home-rule corporation (the "City"), and the POUDRE VALLEY FIRE PROTECTION DISTRICT, a special statutory district within the State of Colorado (the "District");

WHEREAS, the City has recently filed pursuant to Section 32-1-502(1)(a), C.R.S., a Petition with the District Court in and for Larimer County, Colorado for an Order excluding certain properties from the territory of the District, which properties are shown on Exhibit "A" (the "Properties") hereto attached, the contents of which are incorporated by reference herein; and

WHEREAS, said Petition is premised upon the prior annexations and inclusions of the Properties within the municipal boundaries of the City; and

WHEREAS, it is the mutual desire of the City and the District to set forth their understanding and agreement with regard to the continuation of fire protection services to the Properties, as well as remaining properties within the boundaries of the District and Poudre Fire Authority, as defined below.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and obligations herein contained, the parties agree:

1. From and after the effective date of any Order of Exclusion issued by the District Court in response to the City's Petition, filed pursuant to Section 32-1-502(1)(a), C.R.S., which effective date is anticipated to be January 1, 2027, the City will continue to assume full and complete responsibility for fire protection services to the Properties. Such fire protection services shall be provided by Poudre Fire Authority ("PFA") pursuant to that certain Second Amended and Restated Intergovernmental Agreement effective January 1, 2025, as amended from time to time, by and between the City and the District.

2. From and after the effective date of the Exclusion Order entered by the District Court in and for Larimer County, Colorado, the District shall have no further liability or responsibility with regard to the provision of fire protection services for the Properties or any improvements thereon, other than the obligations existing under the aforementioned intergovernmental agreement creating PFA for the provision of regional fire services.

3. From and after the effective date of any Exclusion Order entered by the District Court in and for Larimer County, Colorado, the District agrees that the Properties shall be free from taxation by the District, other than mill levies assessed for purposes of paying outstanding bonded indebtedness and interest thereon, owed by the District effective immediately prior to the effective date of such Exclusion Order. Exclusion of the Properties from the District and entry of

an Exclusion Order by the District Court shall not affect any claim the District may have or the District's ability to make such claim for taxes which were certified by the District prior to the effective date of such Exclusion Order.

4. The District will retain ownership of all equipment and facilities now owned by the District, including such facilities as may be located within the Properties, if any.

5. The District will, through its agreement with PFA, continue to provide fire protection services to those properties located within the boundaries of the District, as modified by the exclusion of territory pursuant to the anticipated Exclusion Order requested from the District Court.

6. In the event that any bonded indebtedness exists as of the effective date of the anticipated Exclusion Order, the Board of Directors of the District shall continue to assess a proportional mill levy against the Properties, together with other properties within the boundaries of the District, sufficient to repay the principal and accrued interest on any such bonded indebtedness in accordance with the terms and provisions of the instruments pursuant to which said obligations have been created and incurred.

7. Nothing within this Agreement shall modify or terminate any obligations of the City or the District with respect to existing obligations under the intergovernmental agreement creating PFA, including any future amendments or modifications thereto as the parties may hereafter agree.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

[The remainder of this page intentionally left blank.]

CITY OF FORT COLLINS, COLORADO,
a municipal home-rule corporation

Kelly DiMartino, City Manager

Approved as to form:

Madelene Shehan, Assistant City Attorney

ATTEST:

City Clerk

POUDRE VALLEY FIRE PROTECTION DISTRICT,
a special statutory district within the State of Colorado

By:
Chairman, Board of Directors

Approved as to form:

By: Allison C. Ulmer
Attorney for Poudre Valley Fire Protection District

File Attachments for Item:

10. Items Relating to FLEX Route Regional Transit Services Intergovernmental Agreements.

Resolution 2026-013 Authorizing the Execution of an Intergovernmental Agreement between the City of Fort Collins, Colorado and the Town of Berthoud for FLEX Route Regional Transit Services.

Resolution 2026-014 Authorizing the Execution of an Intergovernmental Agreement between the City of Fort Collins, Colorado and the County of Boulder for FLEX Route Regional Transit Services.

Resolution 2026-015 Authorizing the Execution of an Intergovernmental Agreement between the City of Fort Collins, Colorado and the City of Boulder for FLEX Route Regional Transit Services.

Resolution 2026-016 Authorizing the Execution of an Intergovernmental Agreement between the City of Fort Collins, Colorado and the City of Longmont for FLEX Route Regional Transit Services.

The purpose of this item is to authorize the City Manager to sign separate Intergovernmental Agreements (“IGAs”) with the Town of Berthoud, the County of Boulder, the City of Boulder, and the City of Longmont (collectively with the City of Fort Collins, the “FLEX Partners”) by which the FLEX Partners will contribute funds toward the operating cost of the FLEX Route Regional Transit Service bus route in 2026 to further the goals of regional connectivity through transit.

January 20, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Annabelle Phillips, Assistant Director, Transfort

SUBJECT

Items Relating to FLEX Route Regional Transit Services Intergovernmental Agreements.

EXECUTIVE SUMMARY

A. Resolution 2026-013 Authorizing the Execution of an Intergovernmental Agreement between the City of Fort Collins, Colorado and the Town of Berthoud for FLEX Route Regional Transit Services.

B. Resolution 2026-014 Authorizing the Execution of an Intergovernmental Agreement between the City of Fort Collins, Colorado and the County of Boulder for FLEX Route Regional Transit Services.

C. Resolution 2026-015 Authorizing the Execution of an Intergovernmental Agreement between the City of Fort Collins, Colorado and the City of Boulder for FLEX Route Regional Transit Services.

D. Resolution 2026-016 Authorizing the Execution of an Intergovernmental Agreement between the City of Fort Collins, Colorado and the City of Longmont for FLEX Route Regional Transit Services.

The purpose of this item is to authorize the City Manager to sign separate Intergovernmental Agreements ("IGAs") with the Town of Berthoud, the County of Boulder, the City of Boulder, and the City of Longmont (collectively with the City of Fort Collins, the "FLEX Partners") by which the FLEX Partners will contribute funds toward the operating cost of the FLEX Route Regional Transit Service bus route in 2026 to further the goals of regional connectivity through transit.

STAFF RECOMMENDATION

Staff recommends adoption of the Resolutions.

BACKGROUND / DISCUSSION

Since 2016, the City has entered into separate annual IGAs with the City of Loveland, the Town of Berthoud, the County of Boulder, the City of Boulder, and the City of Longmont that allow the City of Fort Collins to operate the FLEX regional route with partner contributions from all five entities ("FLEX Agreements"). Notably, Colorado State University also contributes financially to the operation of the FLEX regional bus route through a separate IGA that previously was executed between the City of Fort Collins and Colorado State University.

Beginning in 2026, City of Loveland will no longer be contributing financially toward FLEX Operating costs; however, the remaining FLEX Partners will continue to contribute their partnership contributions. Due to the loss of financial support from the City of Loveland and the loss in state grant funding that has historically been awarded for regional transit routes, Transfort has made changes to the FLEX regional route to

decrease costs for the City of Fort Collins and the remaining FLEX Partners commensurately. Additionally, rather than a 2026 FLEX Agreement, access to bus stops along the portions of FLEX routes that pass through Loveland will be coordinated through a separate IGA with the City of Loveland.

Financial contributions toward the operation of the FLEX route in 2026 include a contribution from the Associated Students of Colorado State University (ASCSU). The remaining estimated cost to operate FLEX in 2026 will be received through contributions from the five (5) FLEX Partners, including the City of Fort Collins' contribution. Partner contributions are based on ridership in each jurisdiction and are subject to change based on agreed upon service levels by the Partners and availability of outside funding. The total breakdown of contributions is as follows:

Contributor	% Passenger Activity	2026 Financial Contribution to FLEX
ASCSU	N/A	$68,315.12
City of Fort Collins	46.69%	$854,849.69
City of Longmont	7.28%	$133,340.62
Boulder County	6.25%	$114,512.08
City of Boulder	5.23%	$95,683.79
Town of Berthoud	2.22%	$40,643.14
Total Operating Cost		$1,307,344.44

These Resolutions would authorize the City Manager to execute a 2026 FLEX Agreement between the City of Fort Collins and each of the remaining FLEX Partners. The 2026 FLEX Agreements are intended to be effective retroactively on January 1, 2026.

CITY FINANCIAL IMPACTS

There are no financial impacts as the 2026 FLEX Agreements provide for expenditures on services to be reimbursed by the FLEX Partners. The funds for the City's expenditure and reimbursement for these transit services were appropriated previously through the Budgeting for Outcomes Process.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

None.

PUBLIC OUTREACH

None.

ATTACHMENTS

1. Resolution 2026-013
2. Resolution 2026-014
3. Resolution 2026-015
4. Resolution 2026-016

RESOLUTION 2026-013
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF
FORT COLLINS, COLORADO AND THE TOWN OF BERTHOUD
FOR FLEX ROUTE REGIONAL TRANSIT SERVICES

A. Each year since 2016, the City has entered into an Intergovernmental Agreement ("IGA") with the Town of Berthoud ("Berthoud") to provide FLEX Route Regional Transit Services.

B. Both the City and Berthoud contribute a percentage of funds based on the ridership of each jurisdiction.

C. This partnership has contributed toward regional connectivity transit goals, and City Council wishes to continue offering these services.

D. The funds for the City's expenditure and reimbursement for these transit services were appropriated previously through the Budgeting for Outcomes Process; thus, no appropriation action is required with this item.

E. This Resolution comes before City Council to authorize the attached IGA for Bus Service between the City of Fort Collins and the Town of Berthoud substantially in the form attached hereto as Exhibit A and incorporated herein by this reference (the "IGA").

F. The IGA is intended to be effective retroactively on January 1, 2026.

G. City Council has determined that the IGA is in the best interests of the City and that the City Manager be authorized to execute the IGA between the City and Berthoud in support thereof.

In light of the foregoing recitals, which the Council hereby makes and adopts as determinations and findings, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. City Council authorizes the City Manager to execute the IGA in substantially the form attached hereto as Exhibit A, together with such modifications and additions as the City Manager, in consultation with the City Attorney, determines to be necessary and appropriate to protect the interests of the City or effectuate the purposes of this Resolution as set forth above.

Section 2. During the term of the IGA the City Manager, in consultation with the City Attorney, also is authorized to approve and execute amendments to the IGA consistent with this Resolution so long as the City Manager determines such amendments: (a) are reasonably necessary and appropriate to protect the City's interests

or provide a benefit to the City; (b) effectuate the purposes of this Resolution; and (c) limit the City's financial obligation to expenditure of funds already appropriated and approved by Council or conditioned upon such appropriation.

Passed and adopted on January 20, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: January 20, 2026
Approving Attorney: Madelene Shehan

Exhibit: Exhibit A – Intergovernmental Agreement for Bus Service Between the City of Fort Collins and the Town of Berthoud

**INTERGOVERNMENTAL AGREEMENT
FOR BUS SERVICE BETWEEN THE CITY OF FORT COLLINS AND
THE TOWN OF BERTHOUD**

This Agreement is made this _____ day of _____, 2026 between the **City of Fort Collins, Colorado**, a Colorado Municipal Corporation (hereinafter "Fort Collins"), and the **Town of Berthoud, Colorado**, a public body corporate and politic (hereinafter "Berthoud") (Fort Collins and Berthoud collectively may be referred to as the "Parties" or, individually, as a "Party").

RECITALS

A. The Parties desire to provide regional connector bus service between Fort Collins and Berthoud.

B. Fort Collins has its own fixed-route bus system (hereinafter "Transfort").

C. FLEX is a regional connector bus service operated by Transfort in partnership with Berthoud, Longmont, City of Boulder, and Boulder County (hereinafter "Partners") to provide services to said communities pursuant to separate Intergovernmental Agreements.

D. Historically, Loveland has also been a partner to the FLEX regional partnership, but as of 2026, Loveland will no longer participate as a FLEX partner.

E. The Parties have determined that significant economic and efficiency benefits result for each Party through the provision of FLEX by Transfort.

NOW, THEREFORE, in consideration of the mutual promises herein and other good and valuable consideration, receipt and adequacy of which is acknowledged, the Parties agree as follows:

AGREEMENT

1. The foregoing recitals are hereby incorporated as though fully set forth herein.

2. Fort Collins shall provide connector bus service, FLEX, in accordance with the terms of this Agreement and as specifically identified and described in **Exhibit A**, attached hereto and incorporated herein by this reference, throughout the term of this Agreement. The services identified and described in **Exhibit A** are subject to increase, modification, reduction, termination, and pursuant to this **Section 2** and **Section 12** of this Agreement.

    a. Increased service beyond that described in **Exhibit A** may be provided by Fort Collins, at its sole discretion, to the extent Fort Collins determines appropriate given the demand for service and available resources. Prior to providing additional service at Fort Collins' expense, Fort Collins shall provide advance written notice to the Partners. Prior to providing additional service with Partner contribution, Fort Collins and the Partners will amend **Exhibit A,** and the respective cost share associated with the change pursuant to **Section 6** if the Partners all agree to such additional service and respective cost share. If the Partners and Fort Collins cannot agree to amend **Exhibit A** for the additional service then any such additional service that exceeds the services described in **Exhibit A** may be reduced or stopped by Fort Collins, at its sole

discretion. Prior to reducing or stopping any such additional service, Fort Collins will make reasonable efforts to provide thirty (30) days of advance written notice to the Partners.

b. In the event Fort Collins determines that circumstances require modification of FLEX services as described in **Exhibit A** to better accommodate the demand for service or the efficient provision of service, Fort Collins shall be entitled to implement such modification at its sole discretion. Fort Collins will make reasonable efforts to provide thirty (30) days of advance written notice of any such modification to the Partners.

3. This Agreement shall commence on January 1, 2026, and shall continue in full force and effect until December 31, 2026, unless sooner terminated as herein provided.

4. Fort Collins agrees that all services provided under this Agreement shall be consistent with Transfort system operating policies and procedures, as the same may be amended, from time to time, in Fort Collins' sole discretion, and that all such services shall be consistent with the Transfort operation schedule.

5. In consideration of the services provided by Fort Collins under this Agreement, and the mutual financial commitments herein made, Berthoud agrees to contribute to the direct and indirect costs of operating FLEX, as supplemented by such additional federal or state grant funds as may be available therefor. The Parties agree to use ridership data to formulate the cost share associated with each Partner, and the 2026 cost shares are based on the average ridership data from all FLEX routes operated in 2019, 2021 and 2022. Based on this, Berthoud's share of direct and indirect costs of operating FLEX for the year 2026 is $40,643.14, subject to **Sections 6 and 7**. Berthoud shall pay to Fort Collins this amount less its pro rata share of any FLEX Fare Revenue and FLEX Revenue, pursuant to **Section 6**. Fort Collins will invoice Partners within thirty (30) days of execution of the Agreement for the FLEX service provided in 2026. Such payment shall be made within sixty (60) days after receipt of an invoice.

6. The Parties acknowledge and agree that the budget proposal for operation of FLEX for 2026 as described in **Exhibit B**, attached hereto and incorporated herein by this reference, includes estimated operation expenses, projected FLEX Revenue, and anticipated revenues from bus fares pursuant to **Section 9** ("FLEX Fare Revenue").

   a. The Parties agree that all FLEX Revenue and FLEX Fare Revenue shall be used to supplement FLEX operation expenses to equally benefit the Parties. The Parties acknowledge and agree that, based on variables such as ridership and the actual amount of applicable grant funding awarded, the true FLEX Revenue and FLEX Fare Revenue may differ from the estimates described in **Exhibit B**. Therefore, adjustments to the Parties' cost contributions may be necessary from time to time and may be approved by mutual written agreement of the Parties' Representatives.

   b. Federal or state grant funds as may be available, including any future FASTER funds awarded, shall be included in the FLEX Revenue.

   c. Any additional revenues collected by Berthoud from the operation of FLEX shall be remitted to Fort Collins. Such revenue, and any additional revenues collected by Fort Collins from the operation of FLEX, shall be included in the FLEX Revenue.

d. If FLEX Revenue and FLEX Fare Revenue for 2026 is insufficient to meet the budget for operation of FLEX, the Parties may elect to appropriate and pay their pro rata share of any shortage. If either Party does not appropriate and pay its pro rata share of the shortage in FLEX Revenue and FLEX Fare Revenue, Fort Collins in its sole discretion may reduce FLEX services as necessary to reduce operating expenses in an amount sufficient to address such a shortage or terminate FLEX service. Prior to any reduction in service or termination, Fort Collins shall provide advance written notice to the Partners.

7. The Parties agree to run a ridership analysis on a triennial basis and adjust cost shares according to ridership quantities relative to each Partner. The next analysis will be conducted in 2026. Ridership data will be an average of the previous three (3) years of service.

8. Fort Collins Transfort buses will utilize Regional Transportation District (hereafter "RTD") stops in Boulder County, or as otherwise agreed upon by the Parties.

9. No fare will be charged for FLEX service. Nevertheless, Fort Collins in its sole discretion shall be entitled to modify the fare to be charged as necessary in the future for the efficient and cost-effective operation of FLEX, provided that advance written notice of any such modification is provided to the Partners. Fort Collins shall prepare quarterly reports of ridership levels and shall provide such quarterly reports to the Partners.

10. Each Party shall designate a representative ("Party's Representative"), who shall be responsible for managing such Party's performance of the terms of this Agreement. The Parties' Representatives are subject to change upon written notice to the other Party thereof, which shall include the updated address, telephone, and email information of the Party's Representative. All notices to be provided under this Agreement shall be provided to the Parties' Representatives. Any notice pursuant to this Agreement shall be deemed given when hand-delivered or sent by certified mail, return receipt requested, and addressed to the Party's Representative. Notice may also be given by regular mail, personal delivery, courier delivery, or email and will be effective when actually received by the Party's Representative. The initial Party's Representatives for this Agreement are as follows:

    If to Fort Collins:

    City of Fort Collins

    Transfort Director
    City of Fort Collins
    250 N. Mason Street
    Fort Collins, CO 80522

    kzeisel@fcgov.com
    970.224.6067

    With a copy to:

    City Attorney
    City of Fort Collins

P.O. Box 580
Fort Collins, CO 80522

If to Berthoud:

Town of Berthoud
Economic Sustainability Manager
807 Mountain Ave
Berthoud, CO 80513

bdubois@berthoud.org
970.344.5406

11. The Parties agree to cooperate fully, to a reasonable extent, in the development and implementation of any surveys or studies undertaken by the other Party to evaluate demand, usage, cost, effectiveness, efficiency, or any other factor relating to the success or performance of FLEX or the need for such service. Such cooperation shall not require the expenditure of funds more than the specific amounts set forth in **Section 5** and **Exhibit B**, however, unless approved in writing and duly appropriated by the Parties.

12. The Parties acknowledge that their obligations under this Agreement are subject to annual appropriation by the governing body of each respective Party and shall not constitute or give rise to a general obligation or other indebtedness of either Party within the meaning of any constitutional or statutory provision or limitation of the State of Colorado, nor a mandatory charge or requirement against either Party in any ensuing fiscal year beyond the current fiscal year. If the governing body of either Party fails to budget and appropriate funds for its share of expenses as described in this Agreement, then this Agreement shall terminate as of the end of the fiscal year for which such funds were last budgeted and appropriated.

13. In the event a Party has been declared in default, such defaulting Party shall be allowed notice thereof from the Party declaring default and a period of thirty (30) days within which to cure said default. In the event the default remains uncorrected, the Party declaring default may elect to terminate the Agreement and so notify the defaulting Party in writing. Any amounts due to the non-defaulting Party shall be paid within fifteen (15) days of the date that notice of termination is received.

14. Liability of the Parties shall be apportioned as follows:

    a. Fort Collins shall be responsible for all claims, damages, liability and court awards, including costs, expenses, and attorney fees incurred, should Fort Collins be found liable as a result of any action or omission of Fort Collins or its officers, employees, and agents, in connection with the performance of this Agreement.

    b. Berthoud shall be responsible for all claims, damages, liability and court awards, including costs, expenses, and attorney fees incurred, should Berthoud be found liable as a result of any action or omission of Berthoud or its officers, employees, and agents, in connection with the performance of this Agreement.

c. Nothing in this **Section 14** or any other provision of this Agreement shall be construed as a waiver of the notice requirements, defenses, immunities, and limitations the Parties may have under the Colorado Governmental Immunity Act (Section 24-10-101, *et seq.*, C.R.S.) or any other defenses, immunities, or limitations of liability available to any Party by law.

d. Any liability of the Parties under this Agreement shall be subject to appropriation of funds by their respective governing bodies.

e. No elected official, director, officer, agent or employee of the Parties shall be charged personally or held contractually liable under any term or provision of this Agreement, or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

15. This Agreement embodies the entire agreement of the Parties about the FLEX program. The Parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein or agreed to pursuant to **Section 17**.

16. The Parties may not assign any part of this Agreement or its rights hereunder without the express written consent of all of the Parties. Any attempt to assign this Agreement in the absence of such written consent shall be null and void *ab initio*.

17. No changes, amendments or modifications of any of the terms or conditions of this Agreement shall be valid unless reduced to writing and signed by the Parties' Representatives, except as provided herein.

18. The laws of the State of Colorado shall be applied to the interpretation, execution and enforcement of this Agreement. The Parties recognize the legal constraints imposed upon them by the constitutions, statutes, and regulations of the State of Colorado and the United States, and imposed upon the Parties by their respective charters, municipal codes and other similar documents and, subject to such constraints, the Parties intend to carry out the terms and conditions of this Agreement. Notwithstanding any other provision in this Agreement to the contrary, in no event shall any party exercise any power or take any action which shall be prohibited by applicable law.

19. Any provision rendered null and void by operation of law shall not invalidate the remainder of this Agreement to the extent that this Agreement is capable of execution.

20. Either Party's failure to enforce any provision of this Agreement shall not in any way be construed as a waiver of any such provision or prevent that Party thereafter from enforcing each and every other provision of this Agreement.

21. This Agreement does not and is not intended to confer any rights or remedies upon any entity or person other than the Parties.

22. This Agreement may be executed in multiple counterparts; all counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are not signatories to the original or the same counterpart.

23. This Agreement may be executed by electronic signature in accordance with C.R.S. § 24-71.3-101, *et seq*. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

[*THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK*]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

CITY OF FORT COLLINS, COLORADO
a Colorado Municipal Corporation

By: _____
Kelly DiMartino, City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Assistant City Attorney

TOWN OF BERTHOUD, COLORADO

By: _____
Town Administrator

ATTEST:

_____
Town Clerk

APPROVED AS TO FORM:

_____
Town Attorney

EXHIBIT A

FLEX service will be provided within the following parameters:

- Days of Service: Monday – Saturday. No service is provided on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- Hours of Service: 5AM – 10 PM
- Frequency of Service: ~120 Minutes

Service Area Map:

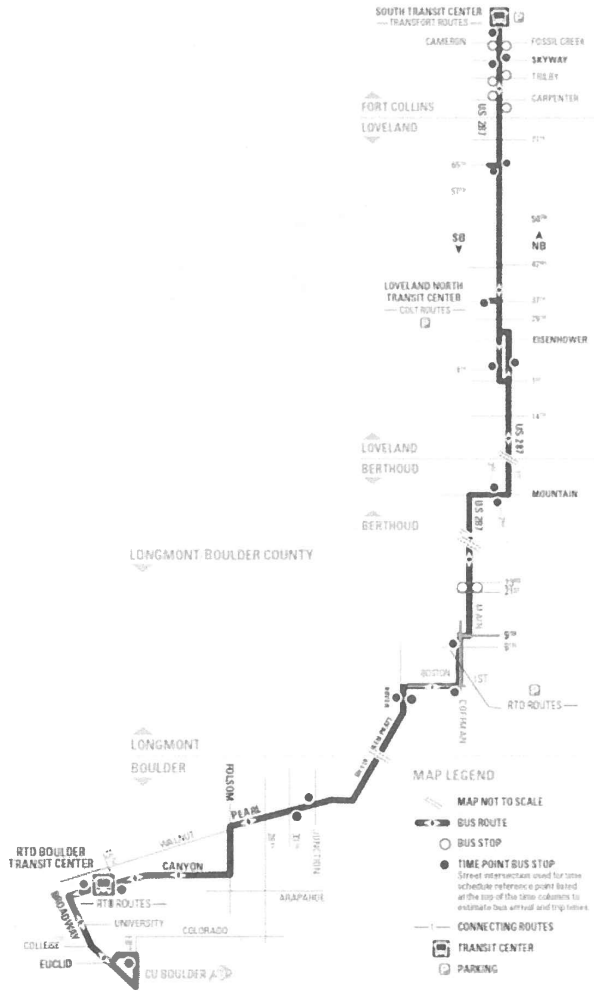

EXHIBIT B

FLEX 2026 Estimated Total Operating Cost		$ 1,307,344.44
Contributor	% Passenger Activity	2026 Partner Share
Colorado State University	N/A	$ 68,315.12
Fort Collins	68.99%	$ 854,849.69
Longmont	10.76%	$ 133,340.62
Boulder County	9.24%	$ 114,512.08
City of Boulder	7.72%	$ 95,683.79
Berthoud	3.28%	$ 40,643.14
Totals	100.00%	$ 1,307,344.44

RESOLUTION 2026-014
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF
FORT COLLINS, COLORADO AND THE COUNTY OF BOULDER
FOR FLEX ROUTE REGIONAL TRANSIT SERVICES

A. Each year since 2016, the City has entered into an intergovernmental agreement ("IGA") with the County of Boulder ("Boulder County") to provide FLEX Route Regional Transit Services.

B. Both the City and Boulder County contribute a percentage of funds based on the ridership of each jurisdiction.

C. This partnership has contributed toward regional connectivity transit goals, and City Council wishes to continue offering these services.

D. The funds for the City's expenditure and reimbursement for these transit services were appropriated previously through the Budgeting for Outcomes Process; thus, no appropriation action is required with this item.

E. This Resolution comes before City Council to authorize the attached IGA for Bus Service between the City of Fort Collins and Boulder County substantially in the form attached hereto as Exhibit A and incorporated herein by this reference (the "IGA").

F. The IGA is intended to be effective retroactively on January 1, 2026.

G. City Council has determined that the IGA is in the best interests of the City and that the City Manager be authorized to execute the IGA between the City and Boulder County in support thereof.

In light of the foregoing recitals, which the Council hereby makes and adopts as determinations and findings, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. City Council authorizes the City Manager to execute the IGA in substantially the form attached hereto as Exhibit A, together with such modifications and additions as the City Manager, in consultation with the City Attorney, determines to be necessary and appropriate to protect the interests of the City or effectuate the purposes of this Resolution as set forth above.

Section 2. During the term of the IGA the City Manager, in consultation with the City Attorney, also is authorized to approve and execute amendments to the IGA consistent with this Resolution so long as the City Manager determines such amendments: (a) are reasonably necessary and appropriate to protect the City's interests or provide a benefit to the City; (b) effectuate the purposes of this Resolution; and (c) limit

the City's financial obligation to expenditure of funds already appropriated and approved by Council or conditioned upon such appropriation.

Passed and adopted on January 20, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: January 20, 2026
Approving Attorney: Madelene Shehan

Exhibit: Exhibit A – Intergovernmental Agreement for Bus Service Between the City of Fort Collins and Boulder County

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INTERGOVERNMENTAL AGREEMENT
FOR BUS SERVICE BETWEEN THE CITY OF FORT COLLINS AND BOULDER COUNTY

This Agreement is made this___day of_____, 2026 between the **City of Fort Collins, Colorado**, a Colorado Municipal Corporation (hereinafter "Fort Collins"), and the **Board of County Commissioners on behalf of the County of Boulder, State of Colorado,** a public body corporate and politic, for the benefit of the Community Planning & Permitting Department (hereinafter "Boulder County") (Fort Collins and Boulder County collectively may be referred to as the "Parties" or individually, as a "Party").

RECITALS

A. The Parties desire to provide regional connector bus service between Fort Collins and Boulder County.

B. Fort Collins has its own fixed-route bus system (hereinafter "Transfort").

C. FLEX is a regional connector bus service operated by Transfort (hereinafter "FLEX") in partnership with Berthoud, Longmont, City of Boulder, and Boulder County (hereinafter "Partners") to provide services to said communities pursuant to separate Intergovernmental Agreements.

D. Historically, Loveland has also been a partner to the FLEX regional partnership, but as of 2026, Loveland will no longer participate as a FLEX partner.

E. The Parties have determined that significant economic and efficiency benefits result for each Party through the provision of FLEX by Transfort.

NOW, THEREFORE, in consideration of the mutual promises herein and other good and valuable consideration, receipt and adequacy of which is acknowledged, the Parties agree as follows:

AGREEMENT

1. The foregoing recitals are hereby incorporated as though fully set forth herein.

2. Fort Collins shall provide connector bus service, FLEX, in accordance with the terms of this Agreement and as specifically identified and described in **Exhibit A**, attached hereto and incorporated herein by this reference, throughout the term of this Agreement. The services identified and described in **Exhibit A** are subject to increase, modification, reduction, and termination pursuant to this **Section 2** and **Section 12** of this Agreement.

    a. Increased service beyond that described in **Exhibit A** may be provided by Fort Collins, at its sole discretion, to the extent Fort Collins determines appropriate given the demand for service and available resources. Prior to providing additional service at Fort Collins' expense, Fort Collins shall provide advance written notice to the Partners. Prior to providing additional service with Partner contribution, Fort Collins and the Partners will amend **Exhibit A,** and the respective cost share associated with the change pursuant to **Section 6** if the Partners all agree to such additional service and respective cost share. If the Partners and Fort Collins cannot agree to amend **Exhibit A** for the additional service then any such additional service

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that exceeds the services described in **Exhibit A** may be reduced or stopped by Fort Collins, at its sole discretion. Prior to reducing or stopping any such additional service, Fort Collins will make reasonable efforts to provide thirty (30) days of advance written notice to the Partners.

b. In the event Fort Collins determines that circumstances require modification of FLEX services as described in **Exhibit A** to better accommodate the demand for service or the efficient provision of service, Fort Collins shall be entitled to implement such modification at its sole discretion. Fort Collins will make reasonable efforts to provide thirty (30) days of advance written notice of any such modification to the Partners.

3. This Agreement shall commence on January 1, 2026, and shall continue in full force and effect until December 31, 2026, unless extended or sooner terminated as herein provided.

4. Fort Collins agrees that all services provided under this Agreement shall be consistent with Transfort system operating policies and procedures, as the same may be amended, from time to time, in Fort Collins' sole discretion, and that all such services shall be consistent with the Transfort operation schedule.

5. In consideration of the services provided by Fort Collins under this Agreement, and the mutual financial commitments herein made, Boulder County agrees to contribute to the direct and indirect costs of operating FLEX, as supplemented by such additional federal or state grant funds as may be available therefor. The Parties agree to use ridership data to formulate the cost share associated with each Partner, and the 2026 cost shares are based on the average ridership data from all FLEX routes operated in 2019, 2021 and 2022. Based on this, Boulder County's share of direct and indirect costs of operating FLEX for the year 2026 is $114,512.08, subject to **Sections 6 and 7**. Boulder County shall pay to Fort Collins this amount less its pro rata share of any FLEX Fare Revenue and FLEX Revenue, pursuant to **Section 6**. Fort Collins will invoice Partners within thirty (30) days of execution of the Agreement for the FLEX service provided in 2026. Such payment shall be made within sixty (60) days after receipt of an invoice.

6. The Parties acknowledge and agree that the budget proposal for operation of FLEX for 2026 as described in **Exhibit B**, attached hereto and incorporated herein by this reference, includes estimated operation expenses, projected FLEX Revenue, and anticipated revenues from bus fares pursuant to **Section 9** ("FLEX Fare Revenue").

a. The Parties agree that all FLEX Revenue and FLEX Fare Revenue shall be used to supplement FLEX operation expenses to equally benefit the Parties. The Parties acknowledge and agree that, based on variables such as ridership and the actual amount of applicable grant funding awarded, the true FLEX Revenue and FLEX Fare Revenue may differ from the estimates described in **Exhibit B**. Therefore, adjustments to the Parties' cost contributions may be necessary from time to time and may be approved by mutual written agreement of the Parties' Representatives.

b. Federal or state grant funds as may be available, including any future FASTER funds awarded, shall be included in the FLEX Revenue.

c. Any additional revenues collected by Boulder County from the operation of FLEX shall be remitted to Fort Collins. Such revenue, and any additional revenues collected by Fort Collins from the operation of FLEX, shall be included in the FLEX Revenue.

d. If FLEX Revenue and FLEX Fare Revenue for 2026 is insufficient to meet the budget for

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operation of FLEX, the Parties may elect to appropriate and pay their pro rata share of any shortage. If either Party does not appropriate and pay its pro rata share of the shortage in FLEX Revenue and FLEX Fare Revenue, Fort Collins in its sole discretion may reduce FLEX services as necessary to reduce operating expenses in an amount sufficient to address such a shortage or terminate FLEX service. Prior to any reduction in service or termination, Fort Collins shall provide advance written notice to the Partners.

7. The Parties agree to run a ridership analysis on a triennial basis and adjust cost shares according to ridership quantities relative to each Partner. The next analysis will be conducted in 2026. Ridership data will be an average of the previous three (3) years of service.

8. Fort Collins Transfort buses will utilize Regional Transportation District (hereinafter "RTD") stops in Boulder County, or as otherwise agreed upon by the Parties.

9. No fare will be charged for FLEX service. Nevertheless, Fort Collins in its sole discretion shall be entitled to modify the fare to be charged as necessary in the future for the efficient and cost-effective operation of FLEX, provided that advance written notice of any such modification is provided to the Partners. Fort Collins shall prepare quarterly reports of ridership levels and shall provide such quarterly reports to the Partners.

10. Each Party shall designate a representative ("Party's Representative"), who shall be responsible for managing such Party's performance of the terms of this Agreement. The Parties' Representatives are subject to change upon written notice to the other Party thereof, which shall include the updated address, telephone, and email information of the Party's Representative. All notices to be provided under this Agreement shall be provided to the Parties' Representatives. Any notice pursuant to this Agreement shall be deemed given when hand-delivered or sent by certified mail, return receipt requested, and addressed to the Party's Representative. Notice may also be given by regular mail, personal delivery, courier delivery, or email and will be effective when actually received by the Party's Representative. The initial Party's Representatives for this Agreement are as follows:

    If to Fort Collins:

    City of Fort Collins

    Transfort Director
    City of Fort Collins
    250 N. Mason Street
    Fort Collins, CO 80522

    kzeisel@fcgov.com
    970.224.6067

    With a copy to:

    City Attorney
    City of Fort Collins
    P.O. Box 580
    Fort Collins, CO 80522

Docusign Envelope ID: 1B674F7E-AF49-46E2-885C-E225B419090F

If to Boulder County:

Dale Case, Director- Community Planning & Permitting
The County of Boulder
PO Box 471
Boulder, CO 80306

dcase@bouldercounty.gov
720-564-2604

11. The Parties agree to cooperate fully, to a reasonable extent, in the development and implementation of any surveys or studies undertaken by the other Party to evaluate demand, usage, cost, effectiveness, efficiency, or any other factor relating to the success or performance of FLEX or the need for such service. Such cooperation shall not require the expenditure of funds more than the specific amounts set forth in **Section 5** and **Exhibit B**, however, unless approved in writing and appropriated by the Parties.

12. The Parties acknowledge that their obligations under this Agreement are subject to annual appropriation by the governing body of each respective Party and shall not constitute or give rise to a general obligation or other indebtedness of either Party within the meaning of any constitutional or statutory provision or limitation of the State of Colorado nor a mandatory charge or requirement against either Party in any ensuing fiscal year beyond the current fiscal year. If the governing body of either Party fails to budget and appropriate funds for its share of expenses as described in this Agreement, then this Agreement shall terminate as of the end of the fiscal year for which such funds were last budgeted and appropriated.

13. In the event a Party has been declared in default, such defaulting Party shall be allowed notice thereof from the Party declaring default and a period of thirty (30) days within which to cure said default. In the event the default remains uncorrected, the Party declaring default may elect to terminate the Agreement and so notify the defaulting Party in writing. Any amounts due to the non-defaulting Party shall be paid within fifteen (15) days of the date that notice of termination is received.

14. Liability of the Parties shall be apportioned as follows:

    a. Fort Collins shall be responsible for all claims, damages, liability and court awards, including costs, expenses, and attorney fees incurred, should Fort Collins be found liable as a result of any action or omission of Fort Collins or its officers, employees, and agents, in connection with the performance of this Agreement.

    b. Boulder County shall be responsible for all claims, damages, liability and court awards, including costs, expenses, and attorney fees incurred, should Boulder County be found liable as a result of any action or omission of Boulder County or its officers, employees, and agents, in connection with the performance of this Agreement.

    c. Nothing in this **Section 14** or any other provision of this Agreement shall be construed as a waiver of the notice requirements, defenses, immunities, and limitations the Parties may have under the Colorado Governmental Immunity Act (Sections 24-10-101, C.R.S. *et seq.*) or any other defenses, immunities, or limitations of liability available to any Party by law.

    d. Any liability of the Parties under this Agreement shall be subject to appropriation of funds by their respective governing bodies sufficient to satisfy such liability as required by their Charter

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provisions.

e. No elected official, director, officer, agent or employee of the Parties shall be charged personally or held contractually liable under any term or provision of this Agreement, or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

15. This Agreement embodies the entire agreement of the Parties about the FLEX program. The Parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein or agreed to pursuant to **Section 17**.

16. The Parties may not assign any part of this Agreement or its rights hereunder without the express written consent of all of the Parties. Any attempt to assign this Agreement in the absence of such written consent shall be null and void *ab initio*.

17. No changes, amendments or modifications of any of the terms or conditions of this Agreement shall be valid unless reduced to writing and signed by the Parties' Representatives, except as provided herein.

18. The laws of the State of Colorado shall be applied to the interpretation, execution and enforcement of this Agreement. The Parties recognize the legal constraints imposed upon them by the constitutions, statutes, and regulations of the State of Colorado and the United States, and imposed upon the Parties by their respective charters, municipal codes and other similar documents and, subject to such constraints, the Parties intend to carry out the terms and conditions of this Agreement. Notwithstanding any other provision in this Agreement to the contrary, in no event shall any party exercise any power or take any action which shall be prohibited by applicable law.

19. Any provision rendered null and void by operation of law shall not invalidate the remainder of this Agreement to the extent that this Agreement is capable of execution.

20. Either Party's failure to enforce any provision of this Agreement shall not in any way be construed as a waiver of any such provision or prevent that Party thereafter from enforcing each and every other provision of this Agreement.

21. This Agreement does not and is not intended to confer any rights or remedies upon any entity or person other than the Parties.

22. This Agreement may be executed in multiple counterparts; all counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are not signatories to the original or the same counterpart.

23. This Agreement may be executed by electronic signature in accordance with C.R.S. § 24-71.3-101, *et seq.* Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

CITY OF FORT COLLINS, COLORADO
a Colorado Municipal Corporation

By: _____
Kelly DiMartino, City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Assistant City Attorney

THE COUNTY OF BOULDER,
a body corporate and politic

By: Marta Loachamin
_____
Marta Loachamin
Chair, Board of County Commissioners

HR

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EXHIBIT A

FLEX service will be provided within the following parameters:

- Days of Service: Monday – Saturday. No service is provided on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- Hours of Service: 5AM – 10 PM
- Frequency of Service: ~120 Minutes

Service Area Map:

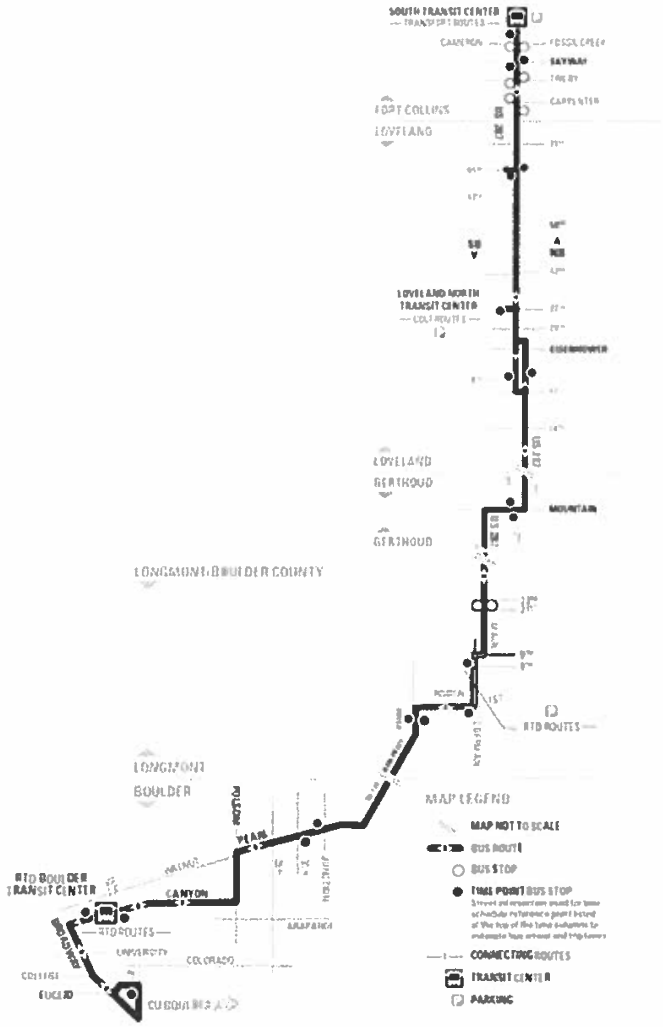

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EXHIBIT B

FLEX 2026 Estimated Total Operating Cost		$ 1,307,344.44
Contributor	% Passenger Activity	2026 Partner Share
Colorado State University	N/A	$ 68,315.12
Fort Collins	68.99%	$ 854,849.69
Longmont	10.76%	$ 133,340.62
Boulder County	9.24%	$ 114,512.08
City of Boulder	7.72%	$ 95,683.79
Berthoud	3.28%	$ 40,643.14
Totals	100.00%	$ 1,307,344.44

RESOLUTION 2026-015
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF
FORT COLLINS, COLORADO AND THE CITY OF BOULDER FOR
FLEX ROUTE REGIONAL TRANSIT SERVICES

A. Each year since 2016, the City has entered into an intergovernmental agreement ("IGA") with the City of Boulder ("Boulder") to provide FLEX Route Regional Transit Services.

B. Both the City and Boulder contribute a percentage of funds based on the ridership of each jurisdiction.

C. This partnership has contributed toward regional connectivity transit goals, and City Council wishes to continue offering these services.

D. The funds for the City's expenditure and reimbursement for these transit services were appropriated previously through the Budgeting for Outcomes Process; thus, no appropriation action is required with this item.

E. This Resolution comes before City Council to authorize the attached IGA for Bus Service between the City of Fort Collins and City of Boulder substantially in the form attached hereto as Exhibit A and incorporated herein by this reference (the "IGA").

F. The IGA is intended to be effective retroactively on January 1, 2026.

G. City Council has determined that the IGA is in the best interests of the City and that the City Manager be authorized to execute the IGA between the City and Boulder in support thereof.

In light of the foregoing recitals, which the Council hereby makes and adopts as determinations and findings, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. City Council authorizes the City Manager to execute the IGA in substantially the form attached hereto as Exhibit A, together with such modifications and additions as the City Manager, in consultation with the City Attorney, determines to be necessary and appropriate to protect the interests of the City or effectuate the purposes of this Resolution as set forth above.

Section 2. During the term of the IGA the City Manager, in consultation with the City Attorney, also is authorized to approve and execute amendments to the IGA consistent with this Resolution so long as the City Manager determines such amendments: (a) are reasonably necessary and appropriate to protect the City's interests or provide a benefit to the City; (b) effectuate the purposes of this Resolution; and (c) limit

the City's financial obligation to expenditure of funds already appropriated and approved by Council or conditioned upon such appropriation.

Passed and adopted on January 20, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: January 20, 2026
Approving Attorney: Madelene Shehan

Exhibit: Exhibit A – Intergovernmental Agreement for Bus Service Between the City of Fort Collins and City of Boulder

**INTERGOVERNMENTAL AGREEMENT
FOR BUS SERVICE BETWEEN THE CITY OF FORT COLLINS AND
CITY OF BOULDER**

This Agreement is made this___day of_____, 2026 between the **City of Fort Collins, Colorado**, a Colorado Municipal Corporation (hereinafter "Fort Collins"), and the **City of Boulder, Colorado**, a home rule city (hereinafter "Boulder") (Fort Collins and Boulder collectively may be referred to as the "Parties" or, individually, as a "Party").

RECITALS

A. The Parties desire to provide regional connector bus service between Fort Collins and Boulder.

B. Fort Collins has its own fixed-route bus system (hereinafter "Transfort").

C. FLEX is a regional connector bus service operated by Transfort in partnership with Berthoud, Longmont, City of Boulder, and Boulder County (hereinafter "Partners") to provide services to said communities pursuant to separate Intergovernmental Agreements.

D. Historically, Loveland has also been a partner to the FLEX regional partnership, but as of 2026, Loveland will no longer participate as a FLEX partner.

E. The Parties have determined that significant economic and efficiency benefits result for each Party through the provision of FLEX by Transfort.

NOW, THEREFORE, in consideration of the mutual promises herein and other good and valuable consideration, receipt and adequacy of which is acknowledged, the Parties agree as follows:

AGREEMENT

1. The foregoing recitals are hereby incorporated as though fully set forth herein.

2. Fort Collins shall provide connector bus service, FLEX, in accordance with the terms of this Agreement and as specifically identified and described in **Exhibit A**, attached hereto and incorporated herein by this reference, throughout the term of this Agreement. The services identified and described in **Exhibit A** are subject to increase, modification, reduction, and termination, pursuant to this **Section 2** and **Section 12** of this Agreement.

    a. Increased service beyond that described in **Exhibit A** may be provided by Fort Collins, at its sole discretion, to the extent Fort Collins determines appropriate given the demand for service and available resources. Prior to providing additional service at Fort Collins' expense, Fort Collins shall provide advance written notice to the Partners. Prior to providing additional service with Partner contribution, Fort Collins and the Partners will amend **Exhibit A,** and the respective cost share associated with the change pursuant to **Section 6** if the Partners all agree to such additional service and respective cost share. If the Partners and Fort Collins cannot agree to amend **Exhibit A** for the additional service then any such additional service that exceeds the services described in **Exhibit A** may be reduced or stopped by Fort Collins, at its sole discretion. Prior to reducing or stopping any such additional service, Fort Collins will make reasonable efforts to provide thirty (30) days of advance written notice to the Partners.

b. In the event Fort Collins determines that circumstances require modification of FLEX services as described in **Exhibit A** to better accommodate the demand for service or the efficient provision of service, Fort Collins shall be entitled to implement such modification at its sole discretion. Fort Collins will make reasonable efforts to provide thirty (30) days of advance written notice of any such modification to the Partners.

3. This Agreement shall commence on January 1, 2026, and shall continue in full force and effect until December 31, 2026, unless sooner terminated as herein provided.

4. Fort Collins agrees that all services provided under this Agreement shall be consistent with Transfort system operating policies and procedures, as the same may be amended, from time to time, in Fort Collins' sole discretion, and that all such services shall be consistent with the Transfort operation schedule.

5. In consideration of the services provided by Fort Collins under this Agreement, and the mutual financial commitments herein made, Boulder agrees to contribute to the direct and indirect costs of operating FLEX, as supplemented by such additional federal or state grant funds as may be available therefor. The Parties agree to use ridership data to formulate the cost share associated with each Partner, and the 2026 cost shares are based on the average ridership data from all FLEX routes operated in 2019, 2021 and 2022. Based on this, Boulder's share of direct and indirect costs of operating FLEX for the year 2026 is $95,683.79, subject to **Sections 6 and 7**. Boulder shall pay to Fort Collins this amount less its pro rata share of any FLEX Fare Revenue and FLEX Revenue, pursuant to **Section 6**. Fort Collins will invoice Partners within thirty (30) days of execution of the Agreement for the FLEX service provided in 2026. Such payment shall be made within sixty (60) days after receipt of an invoice.

6. The Parties acknowledge and agree that the budget proposal for operation of FLEX for 2026 as described in **Exhibit B**, attached hereto and incorporated herein by this reference, includes estimated operation expenses, projected FLEX Revenue, and anticipated revenues from bus fares pursuant to **Section 9** ("FLEX Fare Revenue").

   a. The Parties agree that all FLEX Revenue and FLEX Fare Revenue shall be used to supplement FLEX operation expenses to equally benefit the Parties. The Parties acknowledge and agree that, based on variables such as ridership and the actual amount of applicable grant funding awarded, the true FLEX Revenue and FLEX Fare Revenue may differ from the estimates described in **Exhibit B**. Therefore, adjustments to the Parties' cost contributions may be necessary from time to time and may be approved by mutual written agreement of the Parties' Representatives.

   b. Federal or state grant funds as may be available, including any future FASTER funds awarded, shall be included in the FLEX Revenue.

   c. Any additional revenues collected by Boulder from the operation of FLEX shall be remitted to Fort Collins. Such revenue, and any additional revenues collected by Fort Collins from the operation of FLEX, shall be included in the FLEX Revenue.

   d. If FLEX Revenue and FLEX Fare Revenue for 2026 is insufficient to meet the budget for operation of FLEX, the Parties may elect to appropriate and pay their pro rata share of any shortage. If either Party does not appropriate and pay its pro rata share of the shortage in

FLEX Revenue and FLEX Fare Revenue, Fort Collins in its sole discretion may reduce FLEX services as necessary to reduce operating expenses in an amount sufficient to address such a shortage or terminate FLEX service. Prior to any reduction in service or termination, Fort Collins shall provide advance written notice to the Partners.

7. The Parties agree to run a ridership analysis on a triennial basis and adjust cost shares according to ridership quantities relative to each Partner. The next analysis will be conducted in 2026. Ridership data will be an average of the previous three (3) years of service.

8. Fort Collins Transfort buses will utilize existing Regional Transportation District (hereinafter "RTD") stops in Boulder, or as otherwise agreed upon by the Parties.

9. No fare will be charged for FLEX service. Nevertheless, Fort Collins in its sole discretion shall be entitled to modify the fare to be charged as necessary in the future for the efficient and cost-effective operation of FLEX, provided that advance written notice of any such modification is provided to the Partners. Fort Collins shall prepare quarterly reports of ridership levels and shall provide such quarterly reports to the Partners.

10. Each Party shall designate a representative ("Party's Representative"), who shall be responsible for managing such Party's performance of the terms of this Agreement. The Parties' Representatives are subject to change upon written notice to the other Party thereof, which shall include the updated address, telephone, and email information of the Party's Representative. All notices to be provided under this Agreement shall be provided to the Parties' Representatives. Any notice pursuant to this Agreement shall be deemed given when hand-delivered or sent by certified mail, return receipt requested, and addressed to the Party's Representative. Notice may also be given by regular mail, personal delivery, courier delivery, or email and will be effective when actually received by the Party's Representative. The initial Party's Representatives for this Agreement are as follows:

    If to Fort Collins:

    City of Fort Collins

    Transfort Director
    City of Fort Collins
    250 N. Mason Street
    Fort Collins, CO 80522

    kzeisel@fcgov.com
    970.224.6067

    With a copy to:

    City Attorney
    City of Fort Collins
    P.O. Box 580
    Fort Collins, CO 80522

If to City of Boulder:

Transit Program Manager
City of Boulder
1777 Broadway
Boulder, CO 80302

Email: oconnord@bouldercolorado.gov
Phone: (303) 441-3217

With a copy to:

City Attorney
City of Boulder
P.O. Box 791
Boulder, CO 80306

11. The Parties agree to cooperate fully, to a reasonable extent, in the development and implementation of any surveys or studies undertaken by the other Party to evaluate demand, usage, cost, effectiveness, efficiency, or any other factor relating to the success or performance of FLEX or the need for such service. Such cooperation shall not require the expenditure of funds more than the specific amounts set forth in **Section 5** and **Exhibit B**, however, unless approved in writing and appropriated by the Parties.

12. The Parties acknowledge that their obligations under this Agreement are subject to annual appropriation by the governing body of each respective Party and shall not constitute or give rise to a general obligation or other indebtedness of either Party within the meaning of any constitutional or statutory provision or limitation of the State of Colorado nor a mandatory charge or requirement against either Party in any ensuing fiscal year beyond the current fiscal year. If the governing body of either Party fails to budget and appropriate funds for its share of expenses as described in this Agreement, then this Agreement shall terminate as of the end of the fiscal year for which such funds were last budgeted and appropriated.

13. In the event a Party has been declared in default, such defaulting Party shall be allowed a period of thirty (30) days within which to cure said default. In the event the default remains uncorrected, the Party declaring default may elect to terminate the Agreement and so notify the defaulting Party in writing. Any amounts due to the non-defaulting Party shall be paid within fifteen (15) days of the date that notice of termination is received.

14. Liability of the Parties shall be apportioned as follows:

    a. Fort Collins shall be responsible for all claims, damages, liability and court awards, including costs, expenses, and attorney fees incurred, should Fort Collins be found liable as a result of any action or omission of Fort Collins or its officers, employees, and agents, in connection with the performance of this Agreement.

    b. City of Boulder shall be responsible for all claims, damages, liability and court awards, including costs, expenses, and attorney fees incurred, should City of Boulder be found liable as a result

of any action or omission of City of Boulder or its officers, employees, and agents, in connection with the performance of this Agreement.

c. Nothing in this **Section 14** or any other provision of this Agreement shall be construed as a waiver of the notice requirements, defenses, immunities, and limitations the Parties may have under the Colorado Governmental Immunity Act (Section 24-10-101, C.R.S. *et seq.*) or any other defenses, immunities, or limitations of liability available to any Party by law.

d. Any liability of the Parties under this Agreement shall be subject to appropriation of funds by their respective governing bodies sufficient to satisfy such liability as required by their Charter provisions.

e. No elected official, director, officer, agent or employee of the Parties shall be charged personally or held contractually liable under any term or provision of this Agreement, or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

15. This Agreement embodies the entire agreement of the Parties about the FLEX program. The Parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein or agreed to pursuant to **Section 17**.

16. The Parties may not assign any part of this Agreement or its rights hereunder without the express written consent of all of the Parties. Any attempt to assign this Agreement in the absence of such written consent shall be null and void *ab initio*.

17. No changes, amendments or modifications of any of the terms or conditions of this Agreement shall be valid unless reduced to writing and signed by the Parties, except as provided herein.

18. The laws of the State of Colorado shall be applied to the interpretation, execution and enforcement of this Agreement. The Parties recognize the legal constraints imposed upon them by the constitutions, statutes, and regulations of the State of Colorado and the United States, and imposed upon the Parties by their respective charters, municipal codes and other similar documents and, subject to such constraints, the Parties intend to carry out the terms and conditions of this Agreement. Notwithstanding any other provision in this Agreement to the contrary, in no event shall any party exercise any power or take any action which shall be prohibited by applicable law.

19. Any provision rendered null and void by operation of law shall not invalidate the remainder of this Agreement to the extent that this Agreement is capable of execution.

20. Either Party's failure to enforce any provision of this Agreement shall not in any way be construed as a waiver of any such provision or prevent that Party thereafter from enforcing each and every other provision of this Agreement.

21. This Agreement does not and is not intended to confer any rights or remedies upon any entity or person other than the Parties.

22. This Agreement may be executed in multiple counterparts; all counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are not signatories to the original or the same counterpart.

23. This Agreement may be executed by electronic signature in accordance with C.R.S. § 24-71.3-101, *et seq*. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

[*THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK*]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

CITY OF FORT COLLINS, COLORADO
a Colorado Municipal Corporation

By: _____
Kelly DiMartino, City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Assistant City Attorney

CITY OF BOULDER, COLORADO
a Colorado home rule city

By: _____
Nuria Rivera-Vandermyde, City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT A

FLEX service will be provided within the following parameters:

- Days of Service: Monday – Saturday. No service is provided on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- Hours of Service: 5AM – 10 PM
- Frequency of Service: ~120 Minutes

Service Area Map:

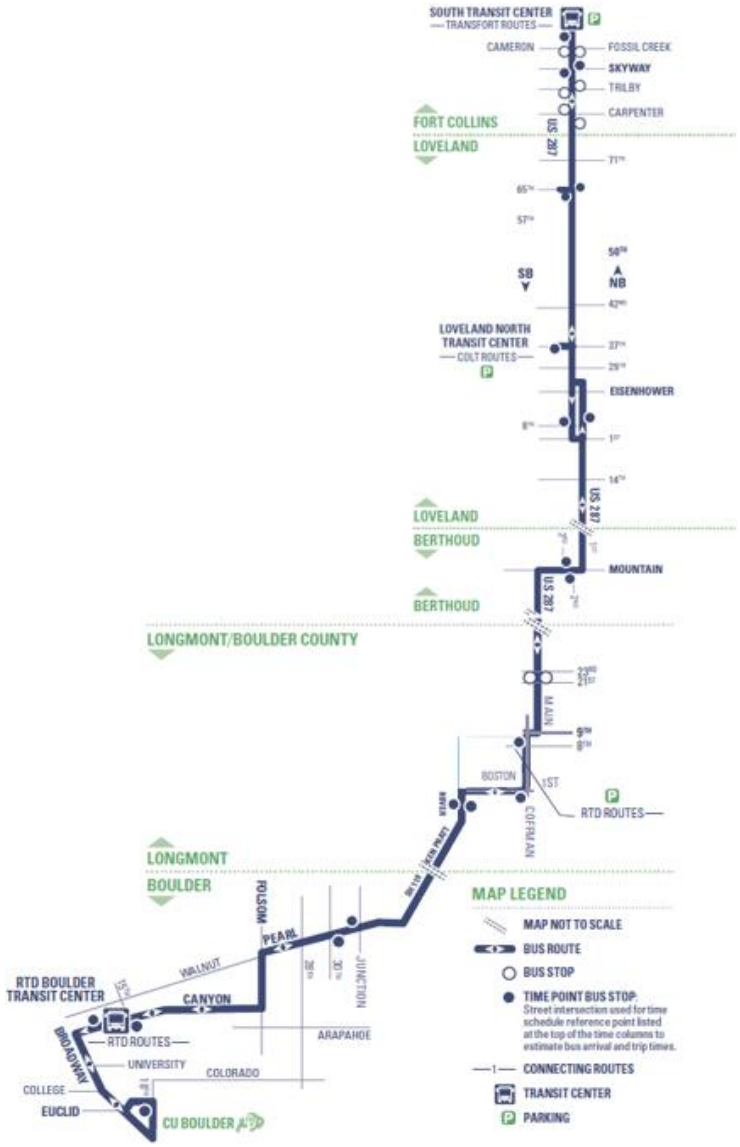

EXHIBIT B

FLEX 2026 Estimated Total Operating Cost		$ 1,307,344.44
Contributor	% Passenger Activity	2026 Partner Share
Colorado State University	N/A	$ 68,315.12
Fort Collins	68.99%	$ 854,849.69
Longmont	10.76%	$ 133,340.62
Boulder County	9.24%	$ 114,512.08
City of Boulder	7.72%	$ 95,683.79
Berthoud	3.28%	$ 40,643.14
Totals	100.00%	$ 1,307,344.44

RESOLUTION 2026-016
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF
FORT COLLINS, COLORADO AND THE CITY OF LONGMONT
FOR FLEX ROUTE REGIONAL TRANSIT SERVICES

A. Each year since 2016, the City has entered into an intergovernmental agreement ("IGA") with the City of Longmont ("Longmont") to provide FLEX Route Regional Transit Services.

B. Both the City and Longmont contribute a percentage of funds based on the ridership of each jurisdiction.

C. This partnership has contributed toward regional connectivity transit goals, and City Council wishes to continue offering these services.

D. The funds for the City's expenditure and reimbursement for these transit services were appropriated previously through the Budgeting for Outcomes Process; thus, no appropriation action is required with this item.

E. This Resolution comes before City Council to authorize the attached IGA for Bus Service between the City of Fort Collins and the City of Longmont substantially in the form attached hereto as Exhibit A and incorporated herein by this reference (the "IGA").

F. The IGA is intended to be effective retroactively on January 1, 2026.

G. City Council has determined that the IGA is in the best interests of the City and that the City Manager be authorized to execute the IGA between the City and Longmont in support thereof.

In light of the foregoing recitals, which the Council hereby makes and adopts as determinations and findings, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. City Council authorizes the City Manager to execute the IGA in substantially the form attached hereto as Exhibit A, together with such modifications and additions as the City Manager, in consultation with the City Attorney, determines to be necessary and appropriate to protect the interests of the City or effectuate the purposes of this Resolution as set forth above.

Section 2. During the term of the IGA the City Manager, in consultation with the City Attorney, also is authorized to approve and execute amendments to the IGA consistent with this Resolution so long as the City Manager determines such amendments: (a) are reasonably necessary and appropriate to protect the City's interests

or provide a benefit to the City; (b) effectuate the purposes of this Resolution; and (c) limit the City's financial obligation to expenditure of funds already appropriated and approved by Council or conditioned upon such appropriation.

Passed and adopted on January 20, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: January 20, 2026
Approving Attorney: Madelene Shehan

Exhibit: Exhibit A – Intergovernmental Agreement for Bus Service Between the City of Fort Collins and the City of Longmont

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INTERGOVERNMENTAL AGREEMENT
FOR BUS SERVICE BETWEEN THE CITY OF FORT COLLINS AND THE CITY OF LONGMONT

This Agreement is made this 18th day of November, 2025 between the **City of Fort Collins, Colorado**, a Colorado Municipal Corporation (hereinafter "Fort Collins"), and the **City of Longmont, Colorado,** a municipal corporation (hereafter "Longmont") (Fort Collins and Longmont collectively may be referred to as the "Parties" or individually as a "Party").

RECITALS

A. The Parties desire to provide regional connector bus service between Fort Collins and Longmont.

B. Fort Collins has its own fixed-route bus system (hereinafter "Transfort").

C. FLEX is a regional connector bus service operated by Transfort in partnership with Berthoud, Longmont, City of Boulder, and Boulder County (hereinafter "Partners") to provide services to said communities pursuant to separate Intergovernmental Agreements.

D. Historically, Loveland has also been a partner to the FLEX regional partnership, but as of 2026, Loveland will no longer participate as a FLEX partner.

E. The Parties have determined that significant economic and efficiency benefits result for each Party through the provision of FLEX by Transfort.

NOW, THEREFORE, in consideration of the mutual promises herein and other good and valuable consideration, receipt and adequacy of which is acknowledged, the Parties agree as follows:

AGREEMENT

1. The forgoing recitals are hereby incorporated as though fully set forth herein.

2. Fort Collins shall provide connector bus service, FLEX, in accordance with the terms of this Agreement and as specifically identified and described in **Exhibit A**, attached hereto and incorporated herein by this reference, throughout the term of this Agreement. The services identified and described in **Exhibit A** are subject to increase, modification, reduction, termination, and pursuant to this **Section 2** and **Section 12** of this Agreement.

   a. Increased service beyond that described in **Exhibit A** may be provided by Fort Collins, at its sole discretion, to the extent Fort Collins determines appropriate given the demand for service and available resources. Prior to providing additional service at Fort Collins' expense, Fort Collins shall provide advance written notice to the Partners. Prior to

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providing additional service with Partner contribution, Fort Collins and the Partners will amend **Exhibit A** and the respective cost share associated with the change pursuant to **Section 6** if the Partners all agree to such additional service and respective cost share. If the Partners and Fort Collins cannot agree to amend **Exhibit A** for the additional service then any such additional service that exceeds the services described in **Exhibit A** may be reduced or stopped by Fort Collins, at its sole discretion. Prior to reducing or stopping any such additional service, Fort Collins will make reasonable efforts to provide thirty (30) days of advance written notice to the Partners.

b. In the event Fort Collins determines that circumstances require modification of FLEX services as described in **Exhibit A** to better accommodate the demand for service or the efficient provision of service, Fort Collins shall be entitled to implement such modification at its sole discretion. Fort Collins will make reasonable efforts to provide thirty (30) days of advance written notice of any such modification to the Partners.

3. This Agreement shall commence on January 1, 2026, and shall continue in full force and effect until December 31, 2026, unless sooner terminated as herein provided.

4. Fort Collins agrees that all services provided under this Agreement shall be consistent with Transfort system operating policies and procedures, as the same may be amended, from time to time, in Fort Collins' sole discretion, and that all such services shall be consistent with the Transfort operation schedule.

5. In consideration of the services provided by Fort Collins under this Agreement, and the mutual financial commitments herein made, Longmont agrees to contribute to the direct and indirect costs of operating FLEX, as supplemented by such additional federal or state grant funds as may be available therefor. The Parties agree to use ridership data to formulate the cost share associated with each Partner, and the 2026 cost shares are based on the average ridership data from all FLEX routes operated in 2019, 2021 and 2022. Based on this, Longmont's share of direct and indirect costs of operating FLEX for the year 2026 is $133,340.62, subject to **Sections 6 and 7**. Longmont shall pay to Fort Collins this amount less its pro rata share of any FLEX Fare Revenue and FLEX Revenue, pursuant to **Section 6**. Fort Collins will invoice Partners within thirty (30) days of execution of the Agreement for the FLEX service provided in 2026. Such payment shall be made within sixty (60) days after receipt of an invoice.

6. The Parties acknowledge and agree that the budget proposal for operation of FLEX for 2026 as described in **Exhibit B**, attached hereto and incorporated herein by this reference, includes estimated operation expenses, projected FLEX Revenue, and anticipated revenues from bus fares pursuant to **Section 9** ("FLEX Fare Revenue").

a. The Parties agree that all FLEX Revenue and FLEX Fare Revenue shall be used to supplement FLEX operation expenses to equally benefit the Parties. The Parties acknowledge and agree that, based on variables such as ridership and the actual amount of applicable grant funding awarded, the true FLEX Revenue and FLEX Fare Revenue may differ from the estimates described in **Exhibit B**. Therefore, adjustments to the Parties'

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cost contributions may be necessary from time to time and may be approved by mutual written agreement of the Parties' Representatives.

b. Federal or state grant funds as may be available, including any future FASTER funds awarded, shall be included in the FLEX Revenue.

c. Any additional revenues collected by Longmont from the operation of FLEX shall be remitted to Fort Collins. Such revenue, and any additional revenues collected by Fort Collins from the operation of FLEX, shall be included in the FLEX Revenue.

d. If FLEX Revenue and FLEX Fare Revenue for 2026 is insufficient to meet the budget for operation of FLEX, the Parties may elect to appropriate and pay their pro rata share of any shortage. If either Party does not appropriate and pay its pro rata share of the shortage in FLEX Revenue and FLEX Fare Revenue, Fort Collins in its sole discretion may reduce FLEX services as necessary to reduce operating expenses in an amount sufficient to address such a shortage or terminate FLEX service. Prior to any reduction in service or termination, Fort Collins shall provide advance written notice to the Partners.

7. The Parties agree to run a ridership analysis on a triennial basis and adjust cost shares according to ridership quantities relative to each Partner. The next analysis will be conducted in 2026. Ridership data will be an average of the previous three (3) years of service.

8. Fort Collins Transfort buses will utilize existing Regional Transportation District (hereafter "RTD") stops in Boulder County, or as otherwise agreed by the Parties.

9. No fare will be charged for FLEX service. Nevertheless, Fort Collins in its sole discretion shall be entitled to modify the fare to be charged as necessary in the future for the efficient and cost-effective operation of FLEX, provided that advance written notice of any such modification is provided to the Partners. Fort Collins shall prepare quarterly reports of ridership levels and shall provide such quarterly reports to the Partners.

10. Each Party shall designate a representative ("Party's Representative"), who shall be responsible for managing such Party's performance of the terms of this Agreement. The Parties' Representatives are subject to change upon written notice to the other Party thereof, which shall include the updated address, telephone, and email information of the Party's Representative. All notices to be provided under this Agreement shall be provided to the Parties' Representatives. Any notice pursuant to this Agreement shall be deemed given when hand-delivered or sent by certified mail, return receipt requested, and addressed to the Party's Representative. Notice may also be given by regular mail, personal delivery, courier delivery, or email and will be effective when actually received by the Party's Representative. The initial Party's Representatives for this Agreement are as follows:

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If to Fort Collins:

City of Fort Collins

Transfort Director
City of Fort Collins
250 N. Mason Street
Fort Collins, CO 80522
kzeisel@fcgov.com
970.224.6067

With a copy to:

City Attorney
City of Fort Collins
P.O. Box 580
Fort Collins, CO 80522

If to City of Longmont:

Transportation Planning Manager
City of Longmont
385 Kimbark Street
Longmont, CO 80501
Cammie.edson@longmontcolorado.gov
303-774-4547

With a copy to:

City Attorney
City of Longmont
350 Kimbark Street
Longmont, CO 80501

11. The Parties agree to cooperate fully, to a reasonable extent, in the development and implementation of any surveys or studies undertaken by the other Party to evaluate demand, usage, cost, effectiveness, efficiency, or any other factor relating to the success or performance of FLEX or the need for such service. However, such cooperation shall not require the expenditure of funds more than the specific amounts set forth in **Section 5** and **Exhibit B**, however, unless approved in writing and appropriated by the Parties.

12. The Parties acknowledge that their obligations under this Agreement are subject to annual appropriation by the governing body of each respective Party and shall not constitute or give rise to a general obligation or other indebtedness of either Party within the meaning of any constitutional or statutory provision or limitation of the State of Colorado nor a mandatory charge or requirement against either Party in any ensuing fiscal year beyond the current fiscal

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year. If the governing body of either Party fails to budget and appropriate funds for its share of expenses as described in this Agreement, then this Agreement shall terminate as of the end of the fiscal year for which such funds were last budgeted and appropriated.

13. In the event a Party has been declared in default, such defaulting Party shall be allowed a period of thirty (30) days within which to cure said default. In the event the default remains uncorrected, the Party declaring default may elect to terminate the Agreement and so notify the defaulting Party in writing. Any amounts due to the non-defaulting Party shall be paid within fifteen (15) days of the date that notice of termination is received.

14. Liability of the Parties shall be apportioned as follows:

    a. Fort Collins shall be responsible for all claims, damages, liability and court awards, including costs, expenses, and attorney fees incurred, should Fort Collins be found liable as a result of any action or omission of Fort Collins or its officers, employees, and agents, in connection with the performance of this Agreement.

    b. Longmont shall be responsible for all claims, damages, liability and court awards, including costs, expenses, and attorney fees incurred, should Longmont be found liable as a result of any action or omission of Longmont or its officers, employees, and agents, in connection with the performance of this Agreement.

    c. Nothing in this **Section 14** or any other provision of this Agreement shall be construed as a waiver of the notice requirements, defenses, immunities, and limitations the Parties may have under the Colorado Governmental Immunity Act (Section 24-10-101, C.R.S. *et seq.*) or any other defenses, immunities, or limitations of liability available to any Party by law.

    d. Any liability of the Parties under this Agreement shall be subject to appropriation of funds by their respective governing bodies sufficient to satisfy such liability as required by their Charter provisions.

    e. No elected official, director, officer, agent or employee of the Parties shall be charged personally or held contractually liable under any term or provision of this Agreement, or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

15. This Agreement embodies the entire agreement of the Parties about the FLEX program. The Parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein or agreed to pursuant to **Section 17**.

16. The Parties may not assign any part of this Agreement or its rights hereunder without the express written consent of all of the Parties. Any attempt to assign this Agreement in the absence of such written consent shall be null and void *ab initio*.

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17. No changes, amendments or modifications of any of the terms or conditions of this Agreement shall be valid unless reduced to writing and signed by the Parties' Representatives, except as provided herein.

18. The laws of the State of Colorado shall be applied to the interpretation, execution and enforcement of this Agreement. The Parties recognize the legal constraints imposed upon them by the constitutions, statutes, and regulations of the State of Colorado and the United States, and imposed upon the Parties by their respective charters, municipal codes and other similar documents and, subject to such constraints, the Parties intend to carry out the terms and conditions of this Agreement. Notwithstanding any other provision in this Agreement to the contrary, in no event shall any party exercise any power or take any action which shall be prohibited by applicable law.

19. Any provision rendered null and void by operation of law shall not invalidate the remainder of this Agreement to the extent that this Agreement is capable of execution.

20. Either Party's failure to enforce any provision of this Agreement shall not in any way be construed as a waiver of any such provision or prevent that Party thereafter from enforcing each and every other provision of this Agreement.

21. This Agreement does not and is not intended to confer any rights or remedies upon any entity or person other than the Parties.

22. This Agreement may be executed in multiple counterparts; all counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are not signatories to the original or the same counterpart.

23. This Agreement may be executed by electronic signature in accordance with C.R.S. § 24-71.3-101, *et seq*. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

[*THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK*]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

CITY OF FORT COLLINS, COLORADO
a Colorado Municipal Corporation

By: _____
Kelly DiMartino, City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Assistant City Attorney

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CITY OF LONGMONT:

DocuSigned by:
Joan Peck
61A53AA1F9B1453...
MAYOR

ATTEST:

DocuSigned by:
4657F252EE6E4CC...
CITY CLERK

11/19/2025 | 11:53 AM MST
DATE

APPROVED AS TO FORM:

Signed by:
Christopher Robbie
CD2E2A4663434EA...
ASSISTANT CITY ATTORNEY

11/14/2025 | 10:44 AM MST
DATE

Signed by:
F8D0C83E0F15462...
PROOFREAD

11/14/2025 | 10:40 AM MST
DATE

APPROVED AS TO FORM AND SUBSTANCE:

Signed by:
Cammie Edson
E5924812905640D...
ORIGINATING DEPARTMENT

11/14/2025 | 10:57 AM MST
DATE

CA File: 25-003656

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EXHIBIT A

FLEX service will be provided within the following parameters:

- Days of Service: Monday – Saturday . No service is provided on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- Hours of Service: 5AM – 10 PM
- Frequency of Service: ~120 Minutes

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Service Area Map

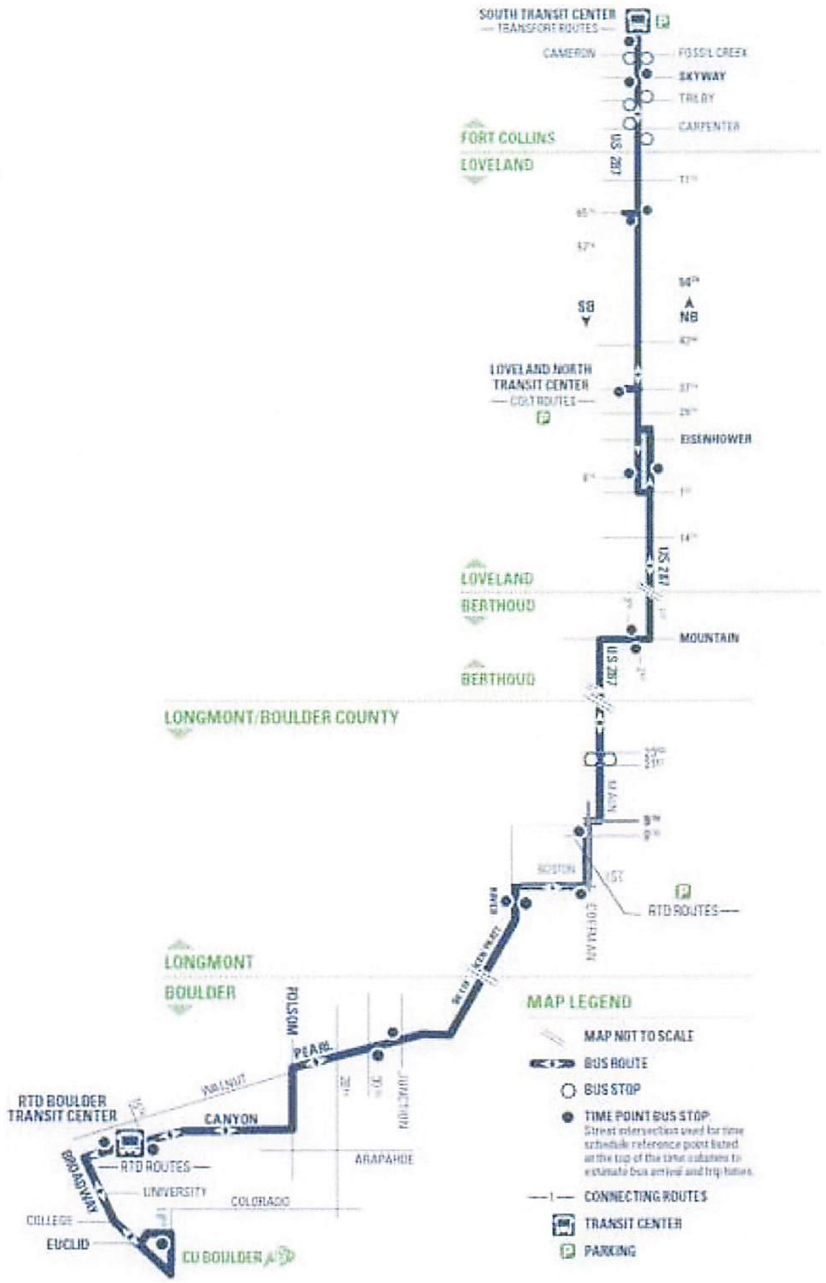

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EXHIBIT B

FLEX 2026 Estimated Total Operating Cost		$ 1,307,344.44
Contributor	% Passenger Activity	2026 Partner Share
Colorado State University	N/A	$ 68,315.12
Fort Collins	68.99%	$ 854,849.69
Longmont	10.76%	$ 133,340.62
Boulder County	9.24%	$ 114,512.08
City of Boulder	7.72%	$ 95,683.79
Berthoud	3.28%	$ 40,643.14
Totals	100.00%	$ 1,307,344.44

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Certificate Of Completion

Envelope Id: C4AA92D3-FF13-4C91-A47A-3B546F05A173
Status: Completed
Subject: R-2025-66 - Resolution Approving IGA with Fort Collins for FLEX Bus Ser...
Source Envelope:
Document Pages: 13
Signatures: 10
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Michelle Gomez
350 Kimbark St.
Longmont, CO 80501
michelle.gomez@longmontcolorado.gov
IP Address: 69.87.213.124

Record Tracking

Status: Original
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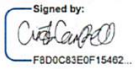
Holder: Michelle Gomez
michelle.gomez@longmontcolorado.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Cristi Campbell cristi.campbell@longmontcolorado.gov Legal Administrator Paralegal City of Longmont Security Level: Email, Account Authentication (None)	Signed by:  F8D0C83E0F15462... Signature Adoption: Drawn on Device Using IP Address: 161.97.247.12	Sent: 11/14/2025 10:34:10 AM Viewed: 11/14/2025 10:40:12 AM Signed: 11/14/2025 10:40:20 AM
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Christopher Robbie Christopher.robbie@longmontcolorado.gov Assistant City Attorney II City of Longmont Security Level: Email, Account Authentication (None)	Signed by:  CD2E2A4663434EA... Signature Adoption: Pre-selected Style Using IP Address: 2601:280:5300:fd50:85e8:5040:2e0b:f33d	Sent: 11/14/2025 10:40:24 AM Viewed: 11/14/2025 10:43:52 AM Signed: 11/14/2025 10:44:40 AM
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Cammie Edson cammie.edson@longmontcolorado.gov Security Level: Email, Account Authentication (None)	Signed by:  E59248129056400... Signature Adoption: Pre-selected Style Using IP Address: 69.87.213.124	Sent: 11/14/2025 10:44:42 AM Viewed: 11/14/2025 10:57:17 AM Signed: 11/14/2025 10:57:35 AM
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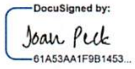
Joan Peck Joan.peck@longmontcolorado.gov Mayor Security Level: Email, Account Authentication (None)	DocuSigned by:  61A53AA1F9B1453... Signature Adoption: Pre-selected Style Using IP Address: 161.97.226.6	Sent: 11/19/2025 8:00:07 AM Viewed: 11/19/2025 11:43:10 AM Signed: 11/19/2025 11:43:26 AM
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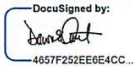
Signer Events	Signature	Timestamp
Dawn Quintana dawn.quintana@longmontcolorado.gov City Clerk City of Longmont Security Level: Email, Account Authentication (None)	DocuSigned by:  4657F252EE6E4CC...	Sent: 11/19/2025 11:43:29 AM Viewed: 11/19/2025 11:52:27 AM Signed: 11/19/2025 11:53:13 AM
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Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Completed	Security Checked	11/19/2025 11:53:13 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

File Attachments for Item:

11. First Reading of Ordinance No. 009, 2026, Making Supplemental Appropriations of Revenue from the Quarter Cent Capital Tax and Authorizing Transfers of Appropriations.

The purpose of this item is to appropriate the first year of 2026-2035 quarter cent capital sales tax revenues for the ongoing program items and additional planning dollars. This appropriation will allow for the continuation of ongoing transportation capital programs and includes initial funding for the Affordable Housing Capital Fund and Community Bike Park.

January 20, 2026

AGENDA ITEM SUMMARY
City Council

STAFF

Caleb Weitz, Chief Financial Officer
Ginny Sawyer, Policy & Project Manager
Joe Wimmer, Director Utilities Finance

SUBJECT

First Reading of Ordinance No. 009, 2026, Making Supplemental Appropriations of Revenue from the Quarter Cent Capital Tax and Authorizing Transfers of Appropriations.

EXECUTIVE SUMMARY

The purpose of this item is to appropriate the first year of 2026-2035 quarter cent capital sales tax revenues for the ongoing program items and additional planning dollars. This appropriation will allow for the continuation of ongoing transportation capital programs and includes initial funding for the Affordable Housing Capital Fund and Community Bike Park.

STAFF RECOMMENDATION

Staff recommends adoption of the Ordinance on First Reading.

BACKGROUND / DISCUSSION

On November 4, 2025, voters approved Ballot Issue 2A, which extended for ten years a ¼ cent sales and use tax (the "Quarter Cent Capital Tax") to generate revenue to fund identified major capital projects and programs. This Quarter Cent Capital Tax, collected from January 1, 2026 to December 31, 2035, is projected to generate approximately $11.0 million of annual revenue and will support the 18 projects and capital programs identified in the ballot language. Project schedules and appropriations are anticipated to be planned during the City's regular biennial budget cycles. Program funding planned for the first year of the temporary sales and use tax are off-cycle appropriations, as the 2026 fiscal year budget was already adopted.

In addition to this Ordinance No. 009, 2026, other appropriations for additional, stand-alone projects may come to Council for consideration at a future meeting in 2026, allowing sufficient time for planning and City Council input. (See **AIS Attachment No. 1**, "Ten-Year Project Package and Project Sheets (2026-2035)".)

Further, items relating to the $2.5 million of funds appropriated for affordable housing by this Ordinance No. 009, 2026 will be brought to Council for its consideration at a future meeting. These resolutions, if approved, would authorize the execution of funding agreements between the City and Housing Catalyst and CARE Communities. (See **AIS Attachment No. 2**, "Affordable Housing Appropriation Detail - $2.5 million Capital Tax 2026".)

2026 Programs/Projects Appropriation

Arterial Intersection Improvement & Streetscapes Program ($643,000)

- This existing program provides an annual fund for improvements to arterial intersections and streetscape improvements as prioritized by safety improvements, multi-modal infrastructure needs, alignment with existing plans, and partnership opportunities

Bicycle Infrastructure & Overpass/Underpass Program ($1,178,000)

- This program provides annual funding for construction of grade-separated bicycle and pedestrian crossings across roadways and for the implementation of projects identified in the Active Modes Plan, Vision zero plan, and that help achieve 15-minute city goals.

Pedestrian Sidewalk Program ($1,500,000)

- This program provides annual funding to continue to support the decades-long compliance program to eliminate gaps in the City's pedestrian network and improve ADA compliance.

Transfort Bus Replacement & Stop Enhancements Program ($315,000)

- This program provides annual funding to make ADA improvements and upgrades at bus stops throughout the City and will support the local match needed to replace Transfort buses over the next 10 years.

Affordable Housing Capital Fund ($2,500,000)

- Staff recommends an initial appropriation of $2.5 million to address known housing projects and funding gaps while a more comprehensive spending plan is developed.
- Additional detail regarding the $2.5 million appropriation can be found in **AIS Attachment No 2.**
- Council-adopted Resolution 2025-104, providing direction on the priorities for the remainder of unallocated 2016-2025 capital tax funds and to be used within towards the Affordable Housing Capital Fund, an amount forecasted at $5.0 million. This remaining balance on unexpended tax revenues from the previous, temporary sales tax is anticipated to be available to expend by mid-2026.

Community Bike Park ($30,000)

- Given the outcome of the November 2025 ballot, staff is requesting initial funding to start planning and site feasibility in conjunction with Natural Areas, Parks, and Indigenous groups.

CITY FINANCIAL IMPACTS

These appropriations are supported by revenues from the dedicated Quarter Cent Capital Tax, which is forecasted to generate approximately $11.0 million of annual revenue. These appropriations in Ordinance No. 009, 2026 also include necessary transfers to the respective City Funds where capital project expenses are recorded. Further, these appropriations include the one percent contributions to the Art in Public Places Program for capital projects meeting APP requirements.

The City Manager has determined that these appropriations are available and previously unappropriated from their designated City Fund and will not cause the total amount appropriated in those Funds to exceed the current estimate of actual and anticipated revenues.

BOARD / COMMISSION / COMMITTEE RECOMMENDATION

During development of the Ballot Issue 2A and the Quarter Cent Capital Tax project package associated therewith, staff engaged the following Boards/Commissions: Affordable Housing Board, Youth Advisory Board, Natural Resources Advisory Board, Land Conservation & Stewardship Board, Parks & Recreation Board, Transportation Board, Disability Advisory Board, Economic Advisory Board, Senior Advisory Board, Downtown Development Authority, and Human Relations Commission.

PUBLIC OUTREACH

Resident groups engaged during the Quarter Cent Capital Tax project package creation include the following: State of the City, Rotary Clubs, Leadership Fort Collins, Fort Collins Chamber groups, Friends of the Gardens, and CityWorks 101.

ATTACHMENTS

1. Ten-Year Project Package and Project Sheets (2026-2035)
2. Affordable Housing Appropriation Detail - $2.5 million Capital Tax 2026
3. Presentation
4. Ordinance No. 009, 2026

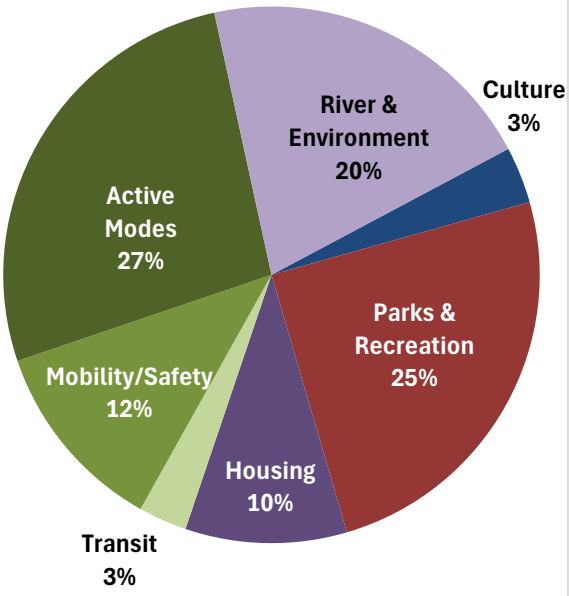
2026-2035 QUARTER CENT CAPITAL TAX RENEWAL
Approved Project Package

August 19th Council Meeting - Ballot Referral

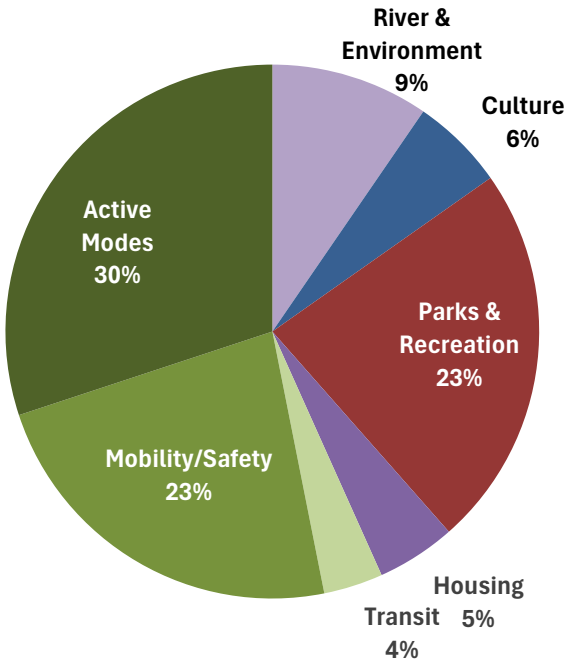
Package Objectives

- Mitigate level of service impacts for established capital programs
- Advance strategic plans and Council priorities
- Prioritize projects with optimal funding strategies and funding source leveraging
- Develop a compelling project package informed by community input

2026-2035 Package



2016-2025 CCIP



Commitment to infrastructure level of service

This project package maintains the level of funding for many ongoing programs established in the previous 10-year Community Capital Improvement Program sales tax. The category splits also closely align with the previous cycle having approximately half of total funding towards transportation-related projects, continuing investment in Poudre River projects and recreational facilities.

Council priority advancement through capital projects

- Operationalize City resources to build and preserve affordable housing
- Advance a 15-minute city by accelerating our shift to active modes
- Accelerate zero waste infrastructure and policies
- Reduce climate pollution and air pollution through best practices, emphasizing electrification

Projects advancing Council Priorities are emphasized with a package that strongly supports the City's 15-minute city infrastructure with bicycle, pedestrian, and intersection improvements. Affordable housing capital fund is proposed to increase from $4M (2016-2025) to $10M (2026-2035). Projects at Hoffman Mill Crushing Facility, Timberline Recycling Facility, and Composting Infrastructure Advancement are aligned with zero-waste and climate pollution goals.

Project strategic financing

Capital tax funds have historically been highly leveraged as local match dollars for state and federal project funding. The transportation, active modes, and transit programs are recommended for funding to continue this leveraging effect. Other projects included in the package may have local partners involved in the early project development, and/or have likelihood for strong philanthropic partnerships

Project funding source leveraging estimates:

- Arterial Intersection & Streetscape Program - 2:1
- Bicycle Infrastructure & Overpass/Underpass - 2:1
- Pedestrian Sidewalk Program - 1:1
- Transfort Bus Replacement & Bus Stops - 4:1

2026-2035 QUARTER CENT CAPITAL TAX RENEWAL
Project Package - August 19, 2025 Council Meeting

	Project Name	10-Year Total (2024 dollars)
Transportation	Arterial Intersection Improvement & Streetscapes Program	**12,000**
	Bicycle Infrastructure & Overpass/Underpass Program	**11,000**
	Pedestrian Sidewalk Program	**14,000**
	Recreational Paved Trails	**2,500**
	Transfort Bus Replacement & Stop Enhancements	**3,000**
Housing	Affordable Housing Capital Fund	**10,000**
Parks & Rec	Community Bike Park	**5,000**
	Downtown Parks Shop	**5,500**
	Lee Martinez Farm Renovation & Expansion	**1,000**
	Mulberry Pool Recreational Replacement	**10,000**
	Outdoor Pickleball Complex & Courts	**4,000**
Culture	Gardens on Spring Creek - Garden & Infrastructure	**1,300**
	Historic Trolley Building Renovation	**2,200**
River & Environment	Construction Waste Diversion Equipment	**2,200**
	Poudre River North - Health, Access, Parks, and Trails	**8,000**
	Nature in the City	**3,000**
	Timberline Recycling Center Improvements	**1,000**
	Composting Infrastructure Advancement	**7,000**
	Total	**$ 102,700**

City of Fort Collins

Quarter Cent Capital Tax - Project Summary

Project Title: **Arterial Intersection Improvement & Streetscape Program**

Previous Capital Tax Funding:	**$13,008,000**	New Capital Tax Funding:	**$12,000,000**
Arterial Intersections	**$6,000,000**		
Streetscapes	**$7,008,000**		

Department:	**Engineering**	Project Location:	**City-wide**
Strategic Outcome:	**Transportation & Mobility**	Type:	**Repair/Replace**
Strategic Objective:	T&M 1 - Make significant progress toward the Vision Zero goal to have no serious injury or fatal crashes for people walking, biking, rolling or driving in Fort Collins		

Project Description:

This project will provide an annual fund for improvements to arterial intersections with safety improvements for all travel modes. This funding has allowed City staff to provide needed design, local match for grants, and construction funding, for previous major arterial intersection improvements. This program will be focused on implementing the transportation infrastructure required to support our Vision Zero action plan, as the arterial intersection improvements are located on our High Injury Network. From our 10-year Transportation Capital Improvement Program (TCIP), notable planned projects include:

- **Shields and Prospect Intersection Improvements**
- **Shields and Horsetooth Intersection Improvements**
- **Drake and Lemay Intersection Improvements**
- **College and Drake Intersection Improvements**
- **Shields Corridor, Taft Hill Corridor, and N. Timberline Corridor**

The program is proposed to expand to encompass streetscape improvement projects for 2026-2035. Previous streetscape projects funded by the capital tax include Linden Street Renovation (2021) and Willow Street Renovation (2019). Due to the 10-year project timeline and uncertain project viability for potential upcoming streetscape projects, individual projects are not proposed for standalone project scheduling in the tax package. Streetscape projects will create better urban design corridors, expanding the feel of Old Town as accomplished by the previous streetscape renovations. This program is planned to contribute to one or more of the following identified streetscape projects.

- **Willow Street (Linden to Lincoln)**
- **Midtown Streetscape - College (Drake to Boardwalk)**

Financial Narrative, Scalability, and Timing:

Capital tax funding has historically been leveraged for local match of state and federal capital project grants. Project are typically funded by a mixture of funding sources comprised of dedicated capital tax funds, General Fund Reserves, TCEF, additional state and local matching funds. Consistent year-to-year funding amounts is preferred to assist PDT in planning for project planning and grant matching.

Full streetscape renovation projects are estimated at $5.0 - $7.5M. The proposed funding amount anticipates $6.0M of the program would be contributed to streetscape projects over the ten years of the tax.

Project Funding Source	10 year total
Capital Sales Tax	**$12,000,000**
Funding Leveraging	
State & Federal	**$24,000,000**
Local	**$1,000,000**

Source of Estimate: **City Engineering**

Quarter Cent Capital Tax - Project Summary

Project Title: **Bicycle Infrastructure & Overpass/Underpass Program**

Previous Capital Tax Funding:	**$11,000,000**	New Capital Tax Funding:	**$11,000,000**
Bicycle Infrastructure	**$5,000,000**		
Overpass/Underpass	**$6,000,000**		

Department:	**Engineering**	Project Location:	**City-wide**
Strategic Outcome:	**Transportation & Mobility**	Type:	**New and Repair/Replace**
Strategic Objective:	T&M 1 - Make significant progress toward the Vision Zero goal to have no serious injury or fatal crashes for people walking, biking, rolling or driving in Fort Collins		

Project Description:

This project will provide an annual fund to construct bicycle infrastructure as recommended in the Active Modes Plan (AMP). This includes linear facility improvements such as buffered and separated bike lanes as well as spot treatments or crossing improvements such as bike/ped signals and protected intersections. Projects have been prioritized using the outcomes-based evaluation measures of network connectivity, access to transit, safety and comfort, and health and equity, with an emphasis on Safe Routes to Schools. This fund will combine the previous CCIP Bicycle Infrastructure Improvements and CCIP Bike/Ped Grade Separated Crossing Funds. Therefore, this fund will also fund pedestrian underpass projects that align with the AMP and the Strategic Trails Master Plan, as well as aligns with our Vision Zero action plan.

Notable Active Modes Plan future projects include:

- **Shields St. separated bike lanes (Mulberry St. to Hilldale Dr.)**
- **Taft Hill Rd. separated bike lanes (Laporte Ave. to Horsetooth Rd.)**
- **Lake St. separated bike lanes (Shields St. to Mason Trail)**
- **Willox Ln. side path (College Ave. to Shields St.)**
- **Boardwalk Dr. buffered bike lanes (JFK Pkwy to Harmony Rd)**
- **Putnam Elem bike/ped crossing improvement (Laporte/Roosevelt)**
- **Olander Elem bike/ped crossing improvements (Horsetooth/Arizona and Horsetooth/Platte)**
- **Johnson Elem/Webber Middle bike/ped crossing improvements (Taft Hill/Imperial and Taft Hill/Brixton)**
- **Tavelli Elem bike/ped crossing improvements (Lemay/Willox)**
- **Irish Elem bike/ped crossing improvements (Vine/Irish)**
- **Lesher Middle/PSD Global bike/ped crossing improvements (Prospect/Stover)**
- **Fort Collins HS bike/ped crossing improvements (Horsetooth/Kingsley)**

Notable grade separated crossings from Strategic Trails Plan include:

- **Power Trail connection to Caribou Drive**
- **Power Trail connection to Nancy Gray Drive**
- **Linden Street and Poudre River Trail**

Financial Narrative, Scalability, and Timing:

Capital tax funding has historically been leveraged for local match of state and federal capital project grants. Project are typically funded by a mixture of funding sources comprised of dedicated captial tax funds, General Fund Reserves, TCEF, additional state and local matching funds. Consistent year-to-year funding amounts is preferred to assist PDT in planning for project planning and grant matching.

Project Funding Source	10 year total
Capital Sales Tax	**$11,000,000**
Funding Leveraging	
State & Federal	**$22,000,000**

Source of Estimate: **City Engineering, FC Moves**

Quarter Cent Capital Tax - Project Summary

Project Title: **Pedestrian Sidewalk Program**

Previous Capital Tax Funding: **$14,000,000**

New Capital Tax Funding: **$14,000,000**

Department: **Engineering**

Project Location: **City-wide**

Strategic Outcome: **Transportation & Mobility**

Type: **New and Repair/Replace**

Strategic Objective: T&M 1 - Make significant progress toward the Vision Zero goal to have no serious injury or fatal crashes for people walking, biking, rolling or driving in Fort Collins

Project Description:

This project will provide an annual fund for construction of missing and ADA deficient sidewalks to complete the build out of the City network as well as pedestrian crossing improvements recommended in the Active Modes Plan. This funding provides approximately 1.5 to 2 miles of new sidewalk per year. This includes new sidewalk and combined bike/pedestrian path segments in areas of the City where sidewalks and/or bike lanes do not exist currently, or replacement is needed due to not meeting ADA width requirements. Priority is given to areas near schools to advance the Safe Routes to School Program, as well as along arterial roads. This program aligns with and helps execute our Active Modes Plan, as well as our Vision Zero action plan, and can provide local match for grants in support of AMP focused capital projects as needed.

Notable previous improvements accomplished by the program were along arterial corridors such as Prospect Rd, Drake Rd, Harmony Rd, and Kechter Rd. The program built approximately 20 miles of new sidewalk in the last 10 year period.

The next ten years will provide sidewalk connections along our arterial road network in areas of the City where we are continuing to final buildout, such as Kechter Road, Trilby Road, Mountain Vista Dr, Vine Dr, and continuing needed work along Prospect and Drake. The total miles of sidewalks needed for existing network build out is approximately 50 miles, and the next ten years will provide 20 miles of new sidewalk, which forecasts total buildout at year 2050.

Financial Narrative, Scalability, and Timing:

Capital tax funding has historically been leveraged for local match of state and federal capital project grants. Project are typically funded by a mixture of funding sources comprised of dedicated captial tax funds, General Fund Reserves, TCEF, additional state and local matching funds. Consistent year-to-year funding amounts is preferred to assist PDT in planning for project planning and grant matching.

Project Funding Source	10 year total
Capital Sales Tax	**$14,000,000**
Funding Leveraging	
State & Federal	**$14,000,000**

Source of Estimate: **City Engineering**

Quarter Cent Capital Tax - Project Summary

Project Title: **Recreational Paved Trails - Strategic Trails Plan Implementation**

Previous Capital Tax Funding: **$0**

New Capital Tax Funding: **$2,500,000**

Department: **Parks**

Project Location: **City-wide**

Strategic Outcome: **Culture & Recreation**

Type: **New**

Strategic Objective: C&R 2 - Implement criteria and prioritization to manage assets and replace equipment that will revitalize parks and recreational facilities, as the planned build out of the parks and trails systems continues

Project Description:

Trails are the highest rated Community Services amenity (93%) in the 2024 City of Fort Collins Community Survey (Figure 19: Ratings of Parks, Recreational, and Cultural Programs and Facilities Compared by Year). The Park Planning & Development team is updating the City's Strategic Trails Plan (STP) which will provide a framework for the future planning, design, maintenance, and preservation of the recreational paved trail system. The Strategic Trail Plan is currently in phase III of public outreach and will be completed in mid-2025.

Paved trails cost approximately $1 million per linear mile to build. Additional annual funding for STP implementation will support the current Conservation Trust Funds and expedite delivery of this valued amenity as developed by the plan. Planning efforts are underway through the 2025-26 budget for the northeast and western Fort Collins, where proposed trails are poised to connect a rapidly developing area with limited walking and biking infrastructure. Funding would expedite trail development in these focus areas if opportunities are available.

Financial Narrative, Scalability, and Timing:

Additional funds will expedite trail delivery, as currently funded by Conservation Trust Fund revenue. Consistent year-to-year funding amounts are preferred to assist in planning for project planning and grant matching.

Additional trail miles will impact ongoing operating costs with operating & maintenance (O&M) funding requested from the capital tax at $10k per year.

Project Funding Source	10 year total
Capital Sales Tax	**$2,500,000**
Conservation Trust Fund	**$20,000,000**

Source of Estimate: **2024 Strategic Trails Plan**

Quarter Cent Capital Tax - Project Summary

Project Title: **Transfort Bus Replacement & Stop Enhancements**

Previous Capital Tax Funding: **$3,000,000**
- Bus Replacement **$2,000,000**
- Bus Stop Improvements **$1,000,000**

New Capital Tax Funding: **$3,000,000**

Department: **Transfort**
Project Location: **City-wide**
Strategic Outcome: **Transportation & Mobility**
Type: **New and Repair/Replace**
Strategic Objective: T&M 2 - Increase Transfort access and ridership by ensuring the City's transit services provide safe, reliable and convenient alternatives to driving

Project Description:

Transfort maintains and improves 418 bus stops throughout Transfort's service area, of those, approximately 150 bus stops will need replacement and updated amenities over the next 10 years. Transfort operates 53 buses in service, and will have at least 30 buses, including eight articulated MAX buses, reach the end of useful life in the next 10 years. The previous 10-year CCIP tax funding of $3M provided for Transfort's local match leveraging of $12M in federal funds. These funds purchased 14 bus replacements and will complete ADA improvements at 240 bus stops. Funding also went toward the purchase of needed amenities including 25 shelters, and approximately 90 benches and trash cans.

The next 10 years of capital sales tax funding will assist Transfort in replacing buses on a regular schedule to meet a goal of 0% of vehicles are past Transfort's useful life benchmark. To align with Our Climate Future, Transfort has adopted a goal to purchase Zero Emission Vehicles for all future bus replacements. A portion of funds may also be used toward the procurement of smaller or alternative vehicles, as a result of the ongoing 2024 Optimization & Microtransit Planning study. Capital sales tax funding will also be used to purchase additional enhancement amenities for bus stops, continuing to add needed shelters to stops, and to maintain Transfort's existing bus stops in a state of good repair for future riders.

Financial Narrative, Scalability, and Timing:

Historically, Transfort has utilized all of its capital tax bus replacement funding to leverage federal grant dollars at a typical match rate of 80% federal / 20% local dollars to purchase vehicles and complete bus stop upgrades. Having guaranteed and consistent funding available assists Transfort in submitting strong federal and state grant applications that are more likely to be considered and awarded for funding.

Project Funding Source	10 year total
Capital Sales Tax	**$3,000,000**
Funding Leveraging	
State & Federal	**$12,000,000**

Source of Estimate: **Transfort**

Quarter Cent Capital Tax - Project Summary

Project Title: **Affordable Housing Capital Fund**

Previous Capital Tax Funding: **$4,000,000** New Capital Tax Funding: **$10,000,000**

Department:	**Social Sustainability**	Project Location:	**City-wide**
Strategic Outcome:	**Neighborhood & Community Vitality**	Type:	**Fund/Program**
Strategic Objective:	NCV 1 - Increase housing supply, type, choice, and affordability to address inequities in housing so that everyone has healthy, stable housing they can afford		

Project Description:

The Affordable Housing Capital Fund is intended to provide a flexible source of funding for development or rehabilitation of one or more public or private housing projects. The Affordable Housing Capital Fund is intended to provide additional funding that will either address a critical funding gap or accelerate a project's construction timeline. While timing and use of the Housing Fund is intentionally flexible, funds will be used in one of three ways for qualifying projects:

- **Low-interest revolving loans**
- **Fee credits**
- **Direct subsidy**

These funds may not fund day-to-day operational costs, rent payments, or other non-capital costs.

The Housing Strategic Plan (2021, pg. 67) also includes several guiding principles that apply to allocation of Housing Fund resources:

- **Focus direct investment on the lowest income levels**
- **Be agile and adaptive**
- **Expect and label tensions, opportunities, and tradeoffs**

Financial Narrative, Scalability, and Timing:

Capital tax funding has historically been used as "first in" or "last in" funding for qualifying projects, representing under 5% of total funding for any previously funded housing project. Total funds allocated to affordable housing ($2-3 million/year from all sources) have remained consistent for the last 10+ years, while the cost to build one unit of affordable housing has increased more than 65% over the last 5 years. To date, the Housing Fund has not included any loan activities, though this is being explored as an option to better leverage limited dollars.

There is some administrative cost (staff time) associated with administration and monitoring of Housing Fund activities. If a low-interest revolving loan program is pursued, partnering with an outside agency may be necessary to most efficiently administer the program.

Project Funding Source	10 year total
Capital Sales Tax	**$10,000,000**

Source of Estimate: **Social Sustainability/Financial Services**

Quarter Cent Capital Tax - Project Summary

Project Title: **Community Bike Park**

Previous Capital Tax Funding: **$0**

New Capital Tax Funding: **$5,000,000**

Department: **Parks**

Project Location: **City-wide**

Strategic Outcome: **Culture & Recreation**

Type: **New Asset**

Strategic Objective: C&R 2 - Implement criteria and prioritization to manage assets and replace equipment that will revitalize parks and recreational facilities, as the planned build out of the parks and trails systems continues

Project Description:

Implement the first phase of a community bike park based on feedback gathered in the Bike Park Feasibility Study. The feasibility study, currently underway, includes an evaluation of potential bike park locations, associated capital and ongoing costs, identification of park amenities and features, and a community engagement process.

Financial Narrative, Scalability, and Timing:

Timing for construction of the bike park is dependent on completion of the bike park feasibility study. $500k of the project cost is estimated for potential real estate acquisition. Capital tax funds are considered a portion of total funding needed for the project, dependent on location and scale.

Operating and maintenance contributions from the capital tax are planned for $15,000 annually. O&M costs could include the need for an additional Worker 1 position, hourly support, and supplies estimated at $150,000 per year.

Project Funding Source	10 year total
Capital Sales Tax	**$5,000,000**

Source of Estimate: **Park Planning & Development**

Quarter Cent Capital Tax - Project Summary

Project Title: **Downtown Park Shop**

Previous Capital Tax Funding: **$0**

New Capital Tax Funding: **$5,500,000**

Department: **Parks**

Project Location: **To Be Determined**

Strategic Outcome: **Culture & Recreation**

Type: **New Asset**

Strategic Objective: HPG 4 - Incorporate a management strategy for all new and existing City assets that addresses deferred maintenance and accessibility

Project Description:

The Parks Department has been built on a district model for maintenance activities. The importance of the maintenance shops being located and constructed in close proximity to the areas of responsibility is paramount in the downtown district. The City's approach of getting into the downtown early and disappearing into the landscape leaving behind a well-groomed landscape can only be achieved when the support of a maintenance shop is in close proximity. The current downtown site is located in a refurbished commercial warehouse which is near the end of its useful life. This building is also scheduled to go away with the build-out of the current Civic Center Master Plan. Providing a new facility in the downtown area will house not only the local support staff but also the crews which support the horticultural areas around our facilities, throughout the public areas and trail systems. Two districts will work out of this facility providing efficient operations in a timely manner to the public.

Financial Narrative, Scalability, and Timing:

Total project cost estimate = $7,900,000

The cost of this new downtown park shop is based off the recently completed East District Community Park Shop which is a 6,500 SF office/shop located on 3.5 acres which has a yard for equipment and landscaping maintenance. The new facility being operational by the end of 2028 would allow for the advancement of the Civic Center Campus and Master Plan.

Additional funding needed from 2050 Tax and/or Parks Capital Expansion Fees

Project Funding Source	10 year total
Capital Sales Tax	**$5,500,000**
Capital Expansion Fee	-
2050 Tax	-
	$7,900,000

Source of Estimate: **Park Planning & Development**

Quarter Cent Capital Tax - Project Summary

Project Title: **Lee Martinez Farm Pavilion & Improvements**

Previous Capital Tax Funding: **$0**

New Capital Tax Funding: **$1,000,000**

Department: **Recreation**

Project Location: **Lee Martinez Park**

Strategic Outcome: **Culture & Recreation**

Type: **New and Repair/Replace**

Strategic Objective: C&R 1 - Make City arts, cultural and recreational programming more inclusive to reflect the diversity of our community

Project Description:

The Farm at Lee Martinez Park was opened to the public in July of 1985. The Farm will be celebrating its 40th anniversary in 2025.
As the community has grown, so has the demand for programs at the Farm. This project funds enhancements at the Farm by expanding inclusive outdoor recreation opportunities including a shelter space, ADA upgrades, and additional education features.

Financial Narrative, Scalability, and Timing:

Project has been scaled to the minimum viable amount ($1.0M) for completion of scope to include shelter/pavilion. Timing of project year is flexible across capital tax timeline.

Project Funding Source	10 year total
Capital Sales Tax	**$1,000,000**

Source of Estimate: **Parks Planning & Development, Recreation**

Quarter Cent Capital Tax - Project Summary

Project Title: **Mulberry Pool Recreational Replacement**

Previous Capital Tax Funding: **$0**

New Capital Tax Funding: **$10,000,000**

Department: **Recreation**

Project Location: **TBD**

Strategic Outcome: **Culture & Recreation**

Type: **New and Repair/Replace**

Strategic Objective: C&R 2 - Implement criteria and prioritization to manage assets and replace equipment that will revitalize parks and recreational facilities, as the planned build out of the parks and trails systems continues

Project Description:

Opened in 1974 after renovating the former Lincoln Jr. High, the 50-year-old aquatic facility is functionally obsolete and should be rebuilt to meet the current and future needs of the Fort Collins community.

A new modern facility would better serve the growing needs of Fort Collins. These funds are intended as a contribution to a new facility as additional revenue, partnerships, and leveraging will also be necessary.

Financial Narrative, Scalability, and Timing:

The recreational replacement facility will require additional funding beyond the $10,000,000 proposed to be contributed by the capital sales tax. Future scope definition efforts will better refine funding identification and ongoing operations & maintenance cost requirements.

Project Funding Source	10 year total
Capital Sales Tax	**$10,000,000**
2050 Tax	**-**
	$10,000,000

Source of Estimate: **Recreation**

City of Fort Collins

Quarter Cent Capital Tax - Project Summary

Project Title: **Outdoor Pickleball Complex & Courts**

Previous Capital Tax Funding: **$0**

New Capital Tax Funding: **$4,000,000**

Department: **Parks**

Project Location: **Fossil Creek Community Park, City-wide**

Strategic Outcome: **Culture & Recreation**

Type: **New Asset**

Strategic Objective: C&R 2 - Implement criteria and prioritization to manage assets and replace equipment that will revitalize parks and recreational facilities, as the planned build out of the parks and trails systems continues

Project Description:

For the third year in a row, pickleball is the fastest-growing sport in America, having grown 51.8% last year and an incredible 223.5% in three years (2024 Topline Participation Report). Ensuring facilities and programs continue to respond to changing user needs is an action related to the Parks and Recreation Plan goal of providing equitable access to recreational experiences. The Parks and Recreation Plan (p175) calls for thirteen additional pickleball courts by 2040. A pickleball complex feasibility study is underway to determine if a community park site can close the gap in the short-term while waiting for future community parks to be built. Based on the Pickleball Complex Open House and additional community feedback, there is a large amount of support for the pickleball complex at Fossil Creek Community Park. Noise impacts remain one of the highest concerns and Park Planning and Development is in studying the issue with an independent, third-party acoustical engineer to evaluate noise impacts in greater detail. Implementation of the feasibility plan, building a 12-court complex, would cost approximately $4m. Project funding may also support new and existing pickleball courts at parks city-wide.

Financial Narrative, Scalability, and Timing:

Recreation revenue will be added as the new amenity is programed. The new complex will need ongoing maintenance and utility costs estimated at $10,000 per year.

Project Funding Source	10 year total
Capital Sales Tax	**$4,000,000**

Source of Estimate: **Park Planning & Development**

City of Fort Collins

Quarter Cent Capital Tax - Project Summary

Project Title: **Gardens on Spring Creek (GOSC) - Children's Garden and Infrastructure Upgrades**

Previous Capital Tax Funding: **$2,385,000**

New Capital Tax Funding: **$1,300,000**

Department: **Cultural Services**

Project Location: **Gardens On Spring Creek - 2145 Centre**

Strategic Outcome: **Culture & Recreation**

Type: **New and Repair/Replace**

Strategic Objective: C&R 1 - Make City arts, cultural and recreational programming more inclusive to reflect the diversity of our community

Project Description:

For twenty years, The Children's Garden at the Gardens has been a beloved destination, offering family-friendly activities and fostering cherished memories for our community. With its wide variety of inviting spaces designed for children to explore, learn, and grow, the garden has become one of GOSC's most popular attractions, serving both daily visitors and as a hands-on classroom for our youth summer camps. However, after two decades of service, the garden is beginning to show signs of wear.

This comprehensive renovation will not only rejuvenate the garden but will also integrate the latest educational practices, ensuring the space remains both relevant and impactful for future generations. We will address critical challenges such as drainage and long-term maintenance, creating a sustainable, high-functioning environment that enhances the garden's longevity and usability.

As part of this project, we're inviting the community to share their ideas and feedback. This will allow us to create a space that truly reflects the diverse cultural values of our residents and reaches a wider audience, strengthening the bond between our garden and our growing community. Additionally, we're focusing on the mental health benefits of nature, with the goal of offering a healing and enriching environment for play that will serve Fort Collins and the surrounding region.

In addition to the garden improvements, significant updates to the event infrastructure will help the Gardens keep pace with the increased attendance following its expansion in 2019. Key updates will include expanded restroom facilities, long-term solutions to parking challenges, reimagined propagation spaces for sustainable plant care, and enhancements to ensure full ADA accessibility, making the Gardens more welcoming and functional for all.

Financial Narrative, Scalability, and Timing:

- **Design documents for Children's Garden: $470k**
- **Design documents for parking, restroom, and ADA improvements: $650k**
- **Children's Garden Construction: $2.5M to $3.5M for construction of the new 1.1 acre garden**
- **Greenhouse space repurposing: $700k to $1.15M for addition / remodel of current structure into indoor learning space**
- **New Greenhouse: $500k to $1.0M**

The project is positioned as a likely candidate for philanthropic support, and would need other funding sources identified in addition to the capital sales tax to complete the full scope identified.

Project Funding Source	10 year total
Capital Sales Tax	**$1,300,000**

Source of Estimate: **Gardens on Spring Creek / Operation Services**

Quarter Cent Capital Tax - Project Summary

Project Title: **Historic Trolley Building Renovation**

Previous Capital Tax Funding: **$0**

New Capital Tax Funding: **$2,200,000**

Department: **Operations Services/Cultural Services**

Project Location: **330 North Howes Street**

Strategic Outcome: **Culture & Recreation**

Type: **Repair/Replace**

Strategic Objective: C&R 1 - Make City arts, cultural and recreational programming more inclusive to reflect the diversity of our community

Project Description:

This funding would be utilized to stabilize the historic downtown trolley building. This building currently houses the Museum of Discovery's object artifacts and other miscellaneous storage. Stabilizing the building for future use is a first step towards maintaining and opening the space for greater public use. Funding in this offer includes temporary storage of the artifacts. In 2017, the Downtown Master Plan identified the historic Downtown Trolley Building as high potential for a community-centered use.

Financial Narrative, Scalability, and Timing:

Phase I: $2.2M building exterior restoration based on recent building condition assessment (2024). Includes structural repairs, tuck-point masonry, and repairs to roof. Funding included for required relocation of museum artifacts and other items using the building for storage, and minimal O&M.

Phase 2: $3.5 - $4.6M dependent on future-determined use of building. Includes high-level estimate for all interior construction, utilities, fixtures and finishes.

Funding from the capital sales tax is needed for the relocation of existing museum artifacts, which must occur before the renovation can begin. Contribution to operating and maintenance costs may also be necessary depending on the final use of the facility, tentatively estimated at $20,000 annually.

Project Funding Source	10 year total
Capital Sales Tax	**$2,200,000**

Source of Estimate: **2024 Building Condition Study/Ops Services**

Quarter Cent Capital Tax - Project Summary

Project Title: **Construction Waste Diversion Equipment**

Previous Capital Tax Funding:	**$0**	New Capital Tax Funding:	**$2,204,000**
Department:	**Streets Department**	Project Location:	**1380 Hoffman Mill Road**
Strategic Outcome:	**Environmental Health**	Type:	**Repair/Replace**
Strategic Objective:	ENV 1 - Implement Our Climate Future to advance the City's greenhouse gas, energy and waste goals; reduce air pollution; and improve community resilience		

Project Description:

This funding request seeks to proactively address equipment to support the current and future levels of recycling at the Hoffman Mill Crushing Facility, which is a lesser-known City facility that has a significant impact on recycling rates in our community. It would take 3.5x the recycling generated by all households and businesses in Fort Collins to equal the amount of concrete, asphalt and soil recycled at the Hoffman Mill Crushing Facility in 2023!

The Hoffman Mill Crushing Facility is crucial to make progress toward Fort Collins' adopted goal of zero waste by 2030 and the Council Priority to Accelerate Zero Waste Infrastructure and Policies. It is admired by other communities working toward zero waste.

Not only does it recycle a vast amount of material, but the Hoffman Mill Crushing Facility also saves the City money by preventing costly landfilling of these heavy materials. With such a high volume of material being processed at the site, equipment breakdowns can severely impact the amount of material the site can recycle, which is why this project focuses on proactive equipment replacement.

In addition to recycling concrete, asphalt and soil from the municipality and the community, Hoffman Mill also works with the City's Parks and Natural Areas Departments to compost the yard trimmings their work generates. This project facilitates the expansion of the existing composting program, enhancing its scope and capacity.

Financial Narrative, Scalability, and Timing:

The timing of equipment replacement is flexible and scalable with combative vendor pricing. Current Hoffman Mill operations are supported by fee revenue generated by the sale of outbound materials; The additional capital sales tax funding is needed to support the purchase of large capital replacements. Equipment is listed in order of priority:
1 - Dirt Screener $220,000 (Composting)
2- Impactor/Crusher $695,000
3 -D7 Dozer $648,000
4 - Backhoe $118,00
5 -200D Excavator $523,000

Project Funding Source	10 year total
Capital Sales Tax	**$2,204,000**

Source of Estimate: **Streets Department**

Quarter Cent Capital Tax - Project Summary

Project Title: **Poudre River North - Access, Parks, and Trails**

Previous Capital Tax Funding: **$0**

New Capital Tax Funding: **$8,000,000**

Department: **Parks**

Project Location: **Poudre River Area, Legacy Park to Soft Gold**

Strategic Outcome: **Culture & Recreation**

Type: **New and Repair/Replace**

Strategic Objective: C&R 2 - Implement criteria and prioritization to manage assets and replace equipment that will revitalize parks and recreational facilities, as the planned build out of the parks and trails systems continues

Project Description:

This funding is proposed to leverage planned and future activity in the area focused on cross-departmental efforts that support ecological functions, recreation, and community safety. This project builds on anticipated stormwater and floodplain improvements for the North College community and will support further river health and riparian habitat priorities. Overall goals include improving access to the Poudre River for neighborhoods to the north and would include habitat, user experience and accessibility improvements.

The specific location and scope of the project are presently under review and is anticipated to include the area of Soft Gold Park, Hickory Trail, Legacy Park, and Rivers Edge Natural Area.

Financial Narrative, Scalability, and Timing:

Project will require capital improvement plan and funding source coordination between Parks Planning & Development, Stormwater Utility, and Natural Areas. Consideration of capital expansion fees as project funding source.

Operating cost impact will be dependent on projects selected for construction and scale, and is estimated at $15k-$20k per year.

Project Funding Source	10 year total
Capital Sales Tax	**$8,000,000**
Stormwater	-
Natural Areas	-
Capital Expansion Fees	-
	$8,000,000

Source of Estimate: **2014 Downtown River Master Plan, PP&D**

Quarter Cent Capital Tax - Project Summary

Project Title: **Nature in the City**

Previous Capital Tax Funding:	**$3,500,000**	New Capital Tax Funding:	**$3,000,000**
Department:	**Natural Areas**	Project Location:	**City-wide**
Strategic Outcome:	**Environmental Health**	Type:	**New and Repair/Replace**
Strategic Objective:	ENV 3 - Expand, restore and maintain the Natural Areas land portfolio to improve habitat conditions across the community and ensure equitable access to nature		

Project Description:

As Fort Collins grows, Nature in the City (NIC) projects provide opportunities for people to interact with and become stewards of their surrounding environment. NIC projects build familiarity with and acceptance of native plantings and naturalized landscapes, with each project helping bring nature closer to the places our community lives, works, learns, and plays. These projects increase wildlife values by creating stronger connectivity between larger patches of urban habitat, such as natural areas and City parks. By funding both internal City efforts and public/private partnerships, the community integrates diverse, native landscapes from the center of Fort Collins to the edges of the Growth Management Area. City-led projects typically address the need to replace existing, resource-intensive and low habitat value landscapes with more diverse and efficient landscapes that help demonstrate how the City organization is working to achieve the same standards being asked of the community. Community-led projects support efforts to extend naturalized landscapes throughout the community. Nature in the City supports numerous current City plans including: 2024 Strategic Plan, City Plan, Our Climate Future, and the Natural Areas Urban Zone Plan, as well as the forthcoming Water Efficiency Plan and Natural Areas Strategic Framework.

Financial Narrative, Scalability, and Timing:

Nature in the City invests in City-led and community-led projects through an annual review of project proposals. Projects may submit for design/planning funds, as well as construction/implementation funding. While the number and scope of projects vary from year to year, annual investment will be generally consistent between 2026-2035.

Native habitat projects take between 3-10 years to establish and stabilize, depending on scale and focus. During this period, projects benefit from support ranging from soil amendments to replanting of challenging areas. Previous CCIP funding of NIC dedicated $500,000 (2026-2030) to support operating costs over five years following construction and implementation. For 2026-2035, operating costs will be addressed by the capial tax annual allocations.

Project Funding Source	10 year total
Capital Sales Tax	**$3,000,000**
General Fund	**$1,200,000**
	$4,200,000

Source of Estimate: **Nature in the City Program Staff**

Quarter Cent Capital Tax - Project Summary

Project Title: **Timberline Recycling Center Improvements**

Previous Capital Tax Funding: **$0**

New Capital Tax Funding: **$1,000,000**

Department: **Streets Department**

Project Location: **1903 S. Timberline Rd.**

Strategic Outcome: **Environmental Health**

Type: **New and Repair/Replace**

Strategic Objective: ENV 1 - Implement Our Climate Future to advance the City's greenhouse gas, energy and waste goals; reduce air pollution; and improve community resilience

Project Description:

The Timberline Recycling Center (TRC) is a well-utilized community resource and hub of recycling in Fort Collins. Our City's waste diversion efforts rely on both innovative recycling solutions and the infrastructure to support them. The Timberline Recycling Center, experiences high utilization, serving over 400 visitors per day. As demand increases, ensuring the site remains safe, accessible, and functional is a priority. This project includes a fire hydrant to enhance safety around flammable materials and a restroom facility to improve accessibility for both customers and on-site staff. These enhancements will create a safer and more customer-focused experience for residents.

By investing in improved infrastructure, these enhancements will reinforce Fort Collins role as a steward of waste diversion and sustainability. Strengthening recycling operations will not only advance the City's Zero Waste goals but also create a more resilient, cost-effective, and environmentally responsible waste management system for the future.

Financial Narrative, Scalability, and Timing:

1. Site changes to increase safety: $313,908
-Installation of a Fire Hydrant.
2. Additional site improvements to provide a restroom $667,275.00
-Provide a heated vault-style restroom with running water and flushing toilets.
-Installation of a Water Meter.
-Installation of restroom may be less expensive if fire hydrant/water line is installed with site improvement.

Site designs for the requested improvements have been completed. Timeline for project completion will depend on several factors, including permitting, procurement, contractor availability, and seasonal construction constraints.

Project Funding Source	10 year total
Capital Sales Tax	**$1,000,000**
Funding Leveraging	
State & Federal	**$300,000**

Source of Estimate: **Streets Department**

Quarter Cent Capital Tax - Project Summary

Project Title: **Composting Infrastructure Advancement**

Previous Capital Tax Funding: **$0**

New Capital Tax Funding: **$7,000,000**

Department: **Environmental Sustainability**

Project Location: **To Be Determined**

Strategic Outcome: **Environmental Health**

Type: **New Asset**

Strategic Objective: ENV 1 - Implement Our Climate Future to advance the City's greenhouse gas, energy and waste goals; reduce air pollution; and improve community resilience

Project Description:

This funding would provide a significant portion of funds necessary to support a community-scale compost processing site and facility, which is necessary to advance the City's Zero Waste Goals. These funds will be leveraged toward the build-out of either a local or a regional-scale facility, potentially as a local match for federal and State grant opportunities, or more directly as funding for initial project phases.

Conditions and dependencies to consider include:

- **Securing a site and appropriate permits**
- **Establishment of government structure and intergovernmental agreements, if working regionally**
- **Policy commitments to help ensure sufficient high-quality feedstock, and end market development for finished compost**
- **Additional capital from other sources such as dedicated revenue, state and federal grants, and/or cost-share from other regional partners**

Financial Narrative, Scalability, and Timing:

Estimates are that full diversion of community generated organic waste (including both yard waste and food scraps) would require a facility capable of processing at least 25K tons organic materials per year. Preliminary estimates indicate initial costs for a new facility would range between about $11.7M (for a local-scale 25K tpy facility) and $17.8M (for a regional-scale 50K tpy facility), not including costs of land (18-40 acres, depending on size). A feasibility study estimated a timeline of about 6 years for full build-out and operation, assuming a location and additional funding are secured.

Project Funding Source	10 year total
Capital Sales Tax	**$7,000,000**
Other	-
	$7,000,000

Source of Estimate: **Environmental Sustainability**

Ordinance No. 009, 2026

AIS Attachment No. 2:
Affordable Housing Appropriation Detail - $2.5 million Capital Tax 2026

Housing Catalyst Village on Eastbrook

Of the $2.5 million appropriation in Ordinance No. 009, 2026 to the Affordable Housing Capital Fund (AHCF), which is generated by the new 2026-2035 quarter-cent capital sales and use tax ("Quarter Cent Capital Tax") and allocated to affordable housing, Housing Catalyst is requesting $1.0 million of those funds, plus $200,000 of previously appropriated Community Capital Improvement Program ("CCIP") funds, totaling $1.2 million, to support the development of the Village on Eastbrook. The project will include 73 units and serve households at 30% - 80% AMI.

Housing Catalyst was previously awarded $1.5 million from the 2024 competitive process, including $1.2 million in federal CDBG/HOME funds and $300,000 in general funds. The $1.2 million in federal funds have triggered Build America Buy America requirements which will result in an estimated 2 – 5% increase in costs (approximately $700,000 - $1.7 million). Housing Catalyst estimates the federal funds awarded will be used mostly, if not fully, to comply with funding requirements and will introduce an additional layer of uncertainty in the project. Additional information on this request is included in the attached documents (AHCF request letter and original 2024 competitive process application).

There approximately $200,000 of funds remaining in the AHCF, from a previous appropriation of 2016-25 CCIP revenues, which may be used to support this request.

Staff recommends directing the remaining $200,000 in CCIP 2016-25 funds, along with $1 million in anticipated revenue from Quarter Cent Capital Tax to fulfill this funding request. These Quarter Cent Capital Tax revenues are appropriated, if approved, by Ordinance No. 009, 2026. The direction of the $1.0 million portion of the $2.5 million appropriation for affordable housing, along with the previously appropriated $200,000, would come in the form of a funding agreement with Housing Catalyst. To that end, staff will recommend that the City provide $1.2 million to fund Housing Catalyst's request from the $2.5 million appropriation of AHCF in Ordinance No. 009, 2026 (if approved by Council) and from previously appropriated amounts, and will bring a resolution to authorize the execution of a funding agreement between the City and Housing Catalyst to the Council for its consideration at its February 3, 2026 meeting.

If awarded this funding, Housing Catalyst will return the $1.2 million in federal funds previously awarded. City staff will redeploy these funds during the 2026 competitive process, making them available for other development projects in need of funding.

CARE Communities Windtrail Rehab

CARE Communities is requesting $950,000 of AHCF to support the rehabilitation of Windtrail Park Apartments. The project includes 50 units, serving households at 30-60% AMI. Ten units are designated for seniors (age 55 and over). Windtrail Park was constructed in 2001 and has not been renovated since it was built. Key features of the renovation and rehabilitation will include energy efficient appliances, lighting, and water fixtures, along with the addition of central air conditioning and washers/dryers. The renovation will also include patching of concrete and asphalt for better accessibility and some landscaping to replace dead plants.

CARE Communities is requesting funds to mitigate increases in development costs due to federal tariffs as well as offset the impacts of losing other anticipated funding. Additional information on this request is included in the documents attached to this narrative overview (AHCF request letter, sources and uses worksheet, and original 2025 competitive process application).

Staff will recommend that the City provide the $950,000 of funding requested by CARE Communities from the $2.5 million appropriation of AHCF in Ordinance No. 009, 2026 (if approved by Council), and will bring a resolution to authorize the execution of a funding agreement between the City and CARE Communities to the Council for its consideration at its February 3, 2026 meeting.

Other AHCF Information

If both requests detailed above are awarded, approximately $1,950,000 of the $2.5 million of appropriated 2026-35 Quarter Cent Capital Tax revenues will be quickly used to support the development and rehabilitation of affordable housing.

Around $550,000 will remain from the $2.5 million appropriation in Ordinance No. 009, 2026 to support other funding needs that may emerge in the coming months.

In addition, $400,000 from the 2016-25 CCIP capital tax funds that were previously appropriated (and are separate from the $200,000 of previously appropriated funds described above that are associated with the Housing Catalyst request for the Village on Eastbrook) are remaining, and could be used to provide fee relief to eligible units.

Staff are in process of developing a funding plan, including potential uses of funds as well as process improvements for allocating funds, for remaining 2026-35 Quarter Cent Capital Tax revenues and the estimated $5.0 million in remaining unallocated CCIP 2016-25 funds.

HOUSING CATALYST
Building Community. Inspiring Change.

December 22, 2025

Vanessa Fenley
Senior Housing Manager, Housing and Community Vitality Department
City of Fort Collins
222 Laporte Ave
Fort Collins, CO 80521

Village on Eastbrook: Request for CCIP Affordable Housing Capital Fund Support

Thank you for considering Housing Catalyst's request for $1.2 million of CCIP Affordable Housing Capital Funds (AHCF) to support the Village on Eastbrook project. The Village on Eastbrook will create an intergenerational affordable housing community in Fort Collins where individuals, families, seniors, and people with disabilities can live with excellent access to opportunities and tailored resident services. This project is ready to proceed. It was awarded Proposition 123 funding in 2024 and Federal/State Low Income Housing Tax Credits (LIHTC) in 2025. Housing Catalyst has submitted for building permits, and the project is scheduled to close on its financing and begin construction in April 2026.

This funding request does not increase the total subsidy awarded to the Village on Eastbrook. Housing Catalyst is requesting this funding to replace a $1.2 million City-administered CDBG/HOME award received in 2024. Replacing federal funds with local funds is critical for the Village on Eastbrook to avoid $700,000-$1.7 million in cost increases and project delays caused by compliance with Build America, Buy America (BABA) requirements.

A commitment of $1.2 million in CCIP AHCF will ensure that this project remains on budget and on schedule to deliver 73 new affordable homes to the community.

Project Overview

The Village on Eastbrook is composed of 73 units in a 3-story, all-electric, dual-elevator-served building with 333kW of solar. Units are a mix of 44 one-bedroom and 29 two-bedroom apartments. The Project utilizes income averaging with an overall average income of 57.5%. To the right is the detailed area median income (AMI) breakdown and unit mix:

AMI	*# of Units*
30% AMI	7
40% AMI	5
50% AMI	21
60% AMI	18
70% AMI	10
80% AMI	12

1715 W. Mountain Ave., Fort Collins, CO 80521
P: (970) 416-2910
F: (970) 221-0821
HousingCatalyst.com



The Village on Eastbrook is specifically designed to meet the needs of the community with a Lifelong Homes certification and careful attention to resident demographics. Based on known demographics in Fort Collins and Housing Catalyst's portfolio, we anticipate serving a large percentage of people over 62 years old and many residents with disabilities. To best support these households, one hundred percent of the apartments will be certified under the Institute for the Built Environment's (IBE) Lifelong Homes Pilot Certification, which utilizes evidence-based best practices to create healthy, active, sustainable, and accessible living environments for residents of all ages and abilities. All units in the building will be accessible/visitable, and the building's accessibility features exceed ADA requirements.

The all-electric project also meets Enterprise Green Communities criteria and ENERGY STAR Multifamily New Construction certifications. Its 333 kW rooftop and carport solar array will offset 70% of the building's energy consumption and will contribute to the City meeting its renewable energy and reduction of greenhouse gas emissions goals. The building includes high efficiency building systems and appliances, and a building envelope that exceeds code requirements. The project exceeds EV requirements with 8 EV ready parking spaces.

Funding Sources

The Total Development Cost for the Village on Eastbrook is $34.9 million, or $478,500 per unit.

Source	Amount	Status
Federal - LIHTC	$10.3 million	Confirmed
State - LIHTC Equity	$7.8 million	Confirmed
HC - First Mortgage (bonds)	$7.6 million	Confirmed
HC - Equity	$2.1 million	Confirmed
State - DOH Grant	$1.5 million	Pending
State - Prop 123 Land Banking	$1.3 million	Confirmed
HC - Deferred Developer Fee	$1.3 million	Confirmed
City – AHCF (current request)	$1.2 million	Pending
HC - Seller Carry	$0.8 million	Confirmed
Federal - Section 48 (solar) Credits	$0.6 million	Confirmed
City - AHF	$0.3 million	Confirmed
City - Fee Credits	$0.1 million	Confirmed
Total	**$34.9 million**	

Why Now? Build America, Buy America (BABA) Implementation Challenges

Housing Catalyst is requesting to replace federal CDBG/HOME funds with local CCIP Affordable Housing Capital Funds to minimize cost increases and potential schedule delays due to compliance with Build America, Buy America (BABA) requirements.

As of 2024, Federal funding administered through the City's competitive process is subject to Build America Buy America (BABA) requirements. BABA is a procurement law enacted as part of the Infrastructure Investment and Jobs Act (IIJA). BABA creates a "Buy America Preference" for infrastructure projects financed by federal financial assistance, with the goal of maximizing use of American-made materials and products. Products subject to BABA requirements include iron, steel, construction materials, and manufactured products.

Projects like the Village on Eastbrook are in a unique position relative to the implementation of BABA requirements. Affordable housing developments take several years to design, entitle, and construct. This makes compliance with new regulations like BABA challenging, especially if project design and entitlement is substantially complete. In addition, communication from the federal government about BABA requirements has been inconsistent and contradictory. BABA compliance can cause project delays, increases costs, requires an additional consultant to help

navigate the federal process ($75,000), and creates significant administrative burden for both the construction team and the City to monitor compliance.

We estimate that complying with BABA will result in a 2-5% escalation in construction cost, which will add $700,000-$1.7 million to the cost of the Village on Eastbrook. The cost of complying with BABA substantially erodes the impact of the City's $1.2 million CDBG/HOME funding award, creating new gaps and uncertainty in a project that is ready to proceed. We are confident that there are more effective and efficient uses for the City's federal funding allocation that will ensure the City's federal funds are utilized for building affordable housing rather than covering the cost to comply with BABA. Housing policy experts and advocates anticipate that BABA requirements will be reduced or streamlined over time. Approving this funding request now allows the Village on Eastbrook to move forward, while positioning future projects to benefit from a more refined and efficient BABA framework for federal funding awards.

City of Fort Collins Contribution to Village on Eastbrook

This $1.2 million AHCF request does not change the total $1.5 million of City-administered funding awarded to the Village on Eastbrook. Rather, this request would replace $1.2 million of awarded CDBG/HOME funds with $1.2 million CCIP Affordable Housing Capital Funds. The total City-administered subsidy for the Village on Eastbrook would remain $20,500 per unit, which is significantly less than the typical City subsidy of $40,000 per unit (Affordable Housing Strategic Plan, 2021).

We recognize that the timing of BABA compliance has created this unique circumstance and that it is not typical procedure to replace federal funds with local funds. Upon relinquishing federal funds, the $1.2 million CDBG/HOME funds awarded to the Village on Eastbrook will return to the City-administered competitive process. We have consulted with staff, and our understanding is that these funds can be redeployed into other affordable projects with no negative impact to the City or its federal funding allocations.

Changes Since 2024 Funding Application

The Village on Eastbrook secured tax credit financing through CHFA this year after two competitive tax credit rounds. There have been several changes to the project since its initial award from the City of Fort Collins in 2024:

a. Addition of a second elevator to promote more reliability and better accessibility.

b. Redesigned kitchen layouts for improved livability for residents to age in place.

c. Change to a single electric meter for the Project to maximize cost offset from solar and streamline building efficiency tracking. Utilities will now be paid by Housing Catalyst. All the utilities are now part of the residents' rent. This is a benefit to the residents as they will not be subject to fluctuating utility bills due to the nature of solar power offsets.

d. All ground floor units have at least one walk in shower, making these units more livable for residents of all ages and abilities.

e. Increase in the number of fully accessible units to 9 and the number of units serving visually impaired households to 5. This exceeds the minimum requirements.

f. Removal of all Project Based Vouchers (due to federal funding uncertainty), while maintaining the same unit mix and affordability.

g. Change to project timeline by one year. Originally, the Village on Eastbrook was scheduled to begin construction in Spring 2025. Because two competitive tax credit applications were required, construction is now scheduled to begin in Spring 2026.

Thank you for your consideration. Please let us know if you need any additional information.

Sincerely,



Julie J. Brewen, CEO

City of Fort Collins Social Sustainability

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City of Fort Collins
Social Sustainability
Social Sustainability
FY24 Spring Housing
Deadline: 2/16/2024

Housing Catalyst
Village on Eastbrook

Jump to: Pre-Application Application Questions Documents

$ 1,500,000.00 Requested

Submitted: 2/12/2024 6:39:16 PM (Pacific)

Project Contact
Kristin Fritz
kfritz@housingcatalyst.com
Tel: 9704162938

Additional Contacts
jnixon@housingcatalyst.com,cjohansson@housingcatalyst.com

Housing Catalyst

1715 W Mountain Avenue
Fort Collins, CO 80521

CEO
Julie Brewen
jbrewen@housingcatalyst.com

Telephone9704162910
Fax
Web www.housingcatalyst.com

Pre-Application *top*

1. Which describes the "type" of applicant for this project (the lead applicant if more than one)?

- [x] Public Organization
- [ ] Community Housing Development Organization (CHDO)
- [ ] Private For-Profit Organization Developer
- [ ] Private Non-Profit Organization

2. What specifically are you seeking funding for?

- [ ] Housing acquisition
- [x] Land acquisition
- [x] New construction costs
- [ ] Homeownership rehab
- [ ] Rehab of existing rental housing
- [ ] Homeownership assistance
- [ ] Other

3. Which category of housing will this funding request assist?

- [x] Rental
- [ ] Homeownership
- [ ] Both Rental & Homeownership

4. Which of these 6 outcomes of the City's Housing Strategic Plan does this project address?
Visit the Resources & Downloads page to view the Housing Strategic Plan: https://www.fcgov.com/housing/files/20-22913-housing-strategic-plan-no-appendices.pdf?161

- [x] Increase housing supply and affordability
- [x] Increase housing diversity and choice
- [ ] Increase stability and/or renter protections
- [x] Improve housing equity

☐ Preserves existing affordable housing
☑ Increase accessibility

5. Provide a brief description of the PROJECT/PROGRAM for which you are requesting funding.
Housing Catalyst, the Housing Authority for the City of Fort Collins, has been presented with a unique opportunity to provide new expedited affordable housing to our community. A local developer has approached Housing Catalyst with an offer to sell a 2.9-acre parcel of vacant land in a location with many nearby amenities, including a high school, shopping, services, and employment opportunities. Not only does the sale include this prime parcel of land, but it also includes the architectural plans, permits, and approvals for a fully entitled, 73-unit apartment complex. The project was designed by ALM2S, a local experienced architect, who has previous experience working with Housing Catalyst on successful projects. Housing Catalyst is seeking funding for construction costs to make the Village on Eastbrook development a reality. This shovel-ready residential project is a beautiful 3-story, elevator-served building with 44 one-bedroom units and 29 two-bedroom units, as well as a playground and community space. All units will be at or below 60% AMI.

The Final Development Plan, Development Agreement, Building Specifications, and Building Permits are all approved and ready to be issued by the City of Fort Collins. Housing Catalyst currently has a Purchase and Sale Agreement for this property and has applied for a Proposition 123 Land Banking Grant to fund the acquisition. This funding application included a letter of support from the City of Fort Collins. Upon acquisition, Housing Catalyst will continue to work with the existing land planner, architect, and engineering team, all of which Housing Catalyst has worked with on other projects, for a seamless transition that keeps the development moving forward without delay.
This project, with its vibrant design, diverse unit mix, amenities, and elevator will be designed for intergenerational living to support the health and well-being of all ages through social interaction and community connections.

In recent years, about one-in-two adults in America reported experiencing loneliness. And that was before the COVID-19 pandemic exacerbated loneliness and isolation by cutting off so many from their friends, loved ones, and support systems. Loneliness is associated with a greater risk of cardiovascular disease, dementia, stroke, depression, anxiety, and premature death. The mortality impact of being socially disconnected is similar to that caused by smoking up to 15 cigarettes a day, and even greater than that associated with obesity and physical inactivity. The health and societal impacts of this epidemic of loneliness are so critical that the U.S. Surgeon General has identified Social Connection as one of his office's top seven priorities.

Housing can serve an important role in building healthier community connections and providing social interactions that benefit people of all ages. Our communities have become more age-segregated over the past 50 years, which has contributed to the increase in isolation and loneliness among older adults. And recently, research shows that young adults are now feeling more lonely than older adults. Building intergenerational communities that offer the critical social connections that humans are wired for can contribute to better individual physical and mental health and to stronger, more resilient communities.

Housing Catalyst will work with existing local partners such as the Partnership for Age Friendly Communities, the Colorado State University Institute for the Built Environment's (IBE) Lifelong Homes Program, and other community groups to create an intergenerational community at the Village on Eastbrook.

The Village on Eastbrook will serve a range of incomes, with units available to those earning from30% to 60% of AMI, while being 100% deed restricted affordable housing. Housing Catalyst will leverage its experience in deal structuring, securing tax-credit investment, and compliance for a successful affordable development at Village on Eastbrook. Housing Catalyst is committed to serving very-low-income households in Northern Colorado, and a leader in developing and managing properties that best meet the needs of the community.

Below are the major milestones in the planned development timeline:

August 2023 Submitted Letter of Intent for Proposition 123 Land Banking Funds
September 2023 Invited to Submit Full Application for Proposition 123 Land Banking Funds
Late January 2024 Receive Proposition 123 Funding Decision
February 2024 Submit City of Fort Collins Competitive Process Application
Early 2024 Acquisition of Land and Fully Entitled Development Plans
Summer 2024 Submit 4% Noncompetitive Tax Credit Application
Late 2024 Submit DOH Funding Application
Spring 2025 Close Tax Credit Partnership
Spring 2025 Begin Construction
Fall 2026 Complete Construction
Fall 2026 Open 73 New Affordable Apartments in Fort Collins

Housing Catalyst has a long-standing commitment to environmental sustainability. This commitment is evidenced by a wide range of sustainability efforts including: installing solar panels on our first tax credit development in 2009; diligently seeking out methods to reduce fossil fuel usage when renovating existing buildings; partnering with state partners like Energy Outreach Colorado on appliance and systems upgrades to improve energy efficiency; working with local partners like the City of Fort Collins' Integrative Design Assistance Program to design and build more efficient buildings; and successfully obtaining Enterprise Green Community certifications for multiple developments.

In keeping with our commitment to energy efficient, livable, and economically sustainable developments, Housing Catalyst plans to certify Village on Eastbrook under the Enterprise Green Communities 2020 criteria and will comply with all City of Fort Collins Energy Code requirements. Sustainability features include Energy Star appliances, LED lighting, low/no VOC contents of materials, and water

conservation fixtures.

The site has a Walk Score of 37, which is the average for Fort Collins. While the site is considered Car Dependent, it is cons
Very Bikeable. There is a large grocery store, as well as numerous shops, restaurants, services, and employment opportunitie
a 12-minute walk. There is an elementary school and a high school within a half mile.
The development will be 100% electric and will incorporate a photovoltaic array. The property meets all the City of Fort Collins' aggressive climate and energy codes, including the local requirement of 10% of electric ready spaces and will provide three tiers of electric vehicle readiness. The project will provide 20% EV Capable spaces, 15% EV Ready spaces, and One EVSE Installed.

The current total development cost is estimated at $36,500,000. This is calculated from an estimated $500,000 per unit total development cost, which is based on the construction cost estimate, current costs for the Village on Impala redevelopment, and the proforma being developed in partnership with our tax credit consultant.

6. What is the location of your project? Provide census tract, parcel number, and address, if known.
Address: 3221 Eastbrook Drive, Fort Collins, CO 80525
Census Tract: 16.02
Parcel Number: 8730406002 and 8730406004

7. Does the applicant have site control, or a purchase option on the property?

- [x] Yes
- [ ] No
- [ ] N/A

8. What is the current zoning of the subject property? Has this been verified with the City of Fort Collins, who was contacted?
Current Zoning: Employment District (E). This has been verified by Jason Holland, City Planner, who was the planner involved in the Conceptual Review. The project is fully entitled, including FDP approval, Development Agreement, and Building Permit approval

9. What is the permitted use "category" of your project?
Multifamily Housing

10. Development Status: Has the project had a Conceptual Review?

- [x] Yes
- [ ] No
- [ ] Doesn't apply to this project

11. If answered "yes" to question #10, and the project requires a Conceptual Review, what is the name of the City Planner taking you through the process? (If not applicable, enter N/A).
Jason Holland was the planner involved in the Conceptual Review.

12. If anwered "no" to question #10, and the project requires a Conceptual Review, why has the project not been through the process? (If not applicable, enter N/A).
N/A

Application Questions top

1. SAM (System for Award Management) Registration at www.sam.gov and issuance of a UEI number. Provide your UEI # and list your current status—active; no active exclusion records reported; in process, etc. (Begin this process more than two weeks prior to application).
UEI: C3KLXNVXLTN5 Status: Active

2. Based on your organization's most recent audit, were there any outcomes or findings that changed the way the organization does business? If yes, please cite examples from the audit that helped improve performance.
Housing Catalyst has an AA- rating from Standard and Poors, has more the $293 million in owned and managed assets, revenues of more than $46 million, and had no findings in its most recent audit. Housing Catalyst has received the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association for the last ten consecutive years. The agency is one of only two housing authorities in the state to be recognized. The achievement recognizes the transparency of the organization and demonstrates that financial reporting is robust and comprehensive.

3. Summarize what you would like the City's funds to pay for. Discuss how funding meets the strategies and goals outlined in the Housing Strategic Plan (https://www.fcgov.com/housing/files/20-22913-housing-strategic-plan-no-appendices.pdf?1618855189). List the cost of each item and PRIORITIZE them.
Housing Catalyst has identified a need for $1,500,000 from the City Competitive process for new Construction hard costs. The Construction hard costs are anticipated to be approximately $19,680,000 and a City award would fund a portion of that work.

Funding assistance provided by the City of Fort Collins will meet the strategies and goals of the Housing Strategic Plan in multiple

ways. The City's Strategic Plan envisions a city where A.) Everyone has Access to Housing, B.) Healthy Housing, C.) Stable Housing and D.) Affordable Housing.

A.) Everyone has Access to Housing: Constructing 73 new deed-restricted housing units at the Village on Eastbrook supports the City's Strategic Plan goal of having 10% of its housing stock deed restricted and affordable to households earning <80% of AMI by 2040.
B.) Healthy Housing: The Village on Eastbrook will cater to all demographics including individuals, families, and seniors. Like all of its recent new construction projects, Housing Catalyst will provide a safe, healthy, energy efficient, and stable building for residents of all abilities. A key focus for this project is accessibility. Housing Catalyst plans to work with Institute for the Built Environment to ensure the organization's Lifelong Homes Initiative guidelines are achieved.

C.) Stable Housing: Housing Catalyst is northern Colorado's largest affordable housing developer, property manager, and owner. The organization manages over 1,000 housing units and has been an active affordable housing provider in the community for over 50 years. All of Housing Catalyst's construction projects are affordable and all new construction projects have use restrictions in place which ensure housing is available for low-income residents for a minimum of 40 years, if not longer. Housing Catalyst has all the resources needed to construct, own, and operate housing so that residents are able to maintain stable housing now and into the future.

D.) Affordable Housing: Housing Catalyst seeks provide housing that allows residents to spend no more than 30% of their income on housing at all of its projects. The Village on Eastbrook will also provide housing units for residents with a range of incomes: 30% of area median income up to 60% of area median income.

The Village on Eastbrook project will meet these vision components and also support the following Strategies in the Housing Strategic Plan: Increase Housing Supply & Affordability by building new units; Increase Stability & Renter Protection by providing access to all of Housing Catalyst's resources; Increase Accessibility – the Village on Eastbrook will have a specific focus on providing housing for seniors and those with mobility impairments; Increase Housing Diversity/Choice - Housing Catalyst provides a wide range of housing opportunities throughout the City of Fort Collins and the Village on Eastbrook will provide yet another option for housing the community's residents; and lastly Improve Housing Equity by providing more affordable housing opportunities on the eastern side of Fort Collins for residents of all backgrounds.

4. Provide total number of units to be assisted with City funds, demographic served, AMI levels targeted, etc.:
• Number of Assisted Units: 73
• Demographic Served: Individuals, families, seniors
• AMI Levels Targeted: 30% - 60% AMI

5. What is the total cost for this PROJECT/PROGRAM?
$32,478,700 which includes all project costs

6. What is the total development cost per unit?
$444,914 per unit

7. For housing projects, indicate the number of housing units in the project according to income categories.

4	0-30% AMI
6	31-50% AMI
63	51-60% AMI
0	61-80% AMI
73.00	**TOTAL**

8. Why is this PROJECT/PROGRAM needed in our community? If applicable, provide information from market studies or other supporting documentation.
Housing is the most important platform for pursuing all other life goals. A secure place to live is a fundamental requirement for quality of life and well-being. According to the City's Affordable Housing Strategic Plan, 60% of renters are cost- burdened and the current inventory of affordable units is well below what the City has identified as necessary to meet the need for affordable housing.

There is a significant shortage of affordable housing units in the community with 99% of the affordable housing units in the area occupied. According to a recently conducted market analysis for Housing Catalyst, there is significant demand for additional family LIHTC rental housing in the area, as evidenced by the low vacancy rates; lengthy waitlists and wait times up to 4 years; the projected renter household growth; and the relatively limited supply of new family LIHTC units in the local development pipeline.

9. Have any federal HOME funds been invested in the subject property in the last 20 years from any funder (not just City of Fort Collins)? If yes, provide date, amount, by whom, to whom, and any other relevant information. Indicate if unknown/or n/a.
No

10. Have you received, applied for, or anticipate applying for Low Income Housing Tax Credits (LIHTC) for this project?

yes, please provide details (4% or 9%; anticipated approval date, etc.)
If applying for LIHTC, is project located in a Qualifying Census Tract (QCT)? Yes or No?

Housing Catalyst will be applying for federal noncompetitive 4% Low-Income Housing Tax Credits in August of 2024 with an anticipated approval date of December 2024. The Village on Eastbrook site is not located in a Qualified Census Tract.

11. Is this project dependent on commitments or allocations of other funding sources? If so, please provide details:
This project is dependent on an allocation of noncompetitive tax credits and the City and County 2024 PAB allocations; it is dependent on Proposition 123 funds for land acquisition which have already been awarded; and it is also dependent on gap funding from Colorado Division of Housing.

12. Do you plan to apply for other City resources, such as Private Activity Bond allocation or Fee Relief, for this project?
Housing Catalyst plans to request the City's Private Activity Bond allocation and Fee Relief for this project.

13. Briefly outline the timetable for the commitment and expenditure of the funding being requested (include other project factors, such as rezoning, construction schedule, or application(s) for funding):
Housing Catalyst was successfully awarded a highly competitive Proposition 123 land banking grant, which will fund the land value portion of the acquisition of the project site. This funding will be received in the spring of 2024 and the purchase of the land will follow. A top priority for Housing Catalyst is to utilize development and partnerships to increase the supply of affordable housing in the community. In alignment with this mission, Housing Catalyst is working with outside partners to strategically align resources and timing that will ensure the ability for multiple projects to proceed. As a result of this effort, the Village on Eastbrook can proceed with non-competitive tax credits by utilizing larger partnership fees from other local projects. We strongly believe this approach will provide the greatest benefit to the community while keeping this important project on track for development.

It is currently anticipated that the LIHTC financial closing and construction will begin in the summer of 2025.

14. To help promote the efficient use of federal, state, and local funding, please describe how the PROJECT/PROGRAM will maintain short-term, long-term, or permanent affordability:
The Village on Eastbrook will maintain affordability short-term via use restrictions required by City and CDOH funds which will keep the housing units rent-restricted for approximately 15 or 20 years. Additional affordability requirements will be implemented by the LIHTC program which has a 40-year affordability restriction and also by HUD's project-based voucher program. Thereafter, Housing Catalyst intends to continue fulfilling its mission of providing affordable, accessible, safe, and equitable housing by keeping the property rent-restricted for the foreseeable future.

15. Describe how your project incorporates Green Building, LEED, Enterprise Green Communities, Energy Star or Energy Efficient aspects. Please include any consultation with the City of Fort Collins Utilities, including the Integrated Design Assistance Program (IDAP).
Housing Catalyst has a long-standing commitment to environmental sustainability. This commitment is evidenced by a wide range of sustainability efforts including: installing solar panels on our first tax credit development in 2009; diligently seeking out methods to reduce fossil fuel usage when renovating existing buildings; partnering with state partners like Energy Outreach Colorado on appliance and systems upgrades to improve energy efficiency; working with local partners like the City of Fort Collins' Integrative Design Assistance Program to design and build more efficient buildings; and successfully obtaining Enterprise Green Community certifications for multiple developments.
In keeping with its commitment to energy efficient, livable, and economically sustainable developments, Housing Catalyst plans to certify Village on Eastbrook under the Enterprise Green Communities 2020 criteria and will comply with all City of Fort Collins Energy Code requirements. Sustainability features include Energy Star appliances, LED lighting, low/no VOC contents of materials, and water conservation fixtures.

The site has a Walk Score of 37, which is the average for Fort Collins. While the site is considered Car Dependent, it is considered Very Bikeable. There is a large grocery store, as well as numerous shops, restaurants, services, and employment opportunities within a 12-minute walk. There is an elementary school and a high school within a half mile.

The development will be 100% electric and will incorporate a photovoltaic array. The property meets all the City of Fort Collins' aggressive climate and energy codes, including the local requirement of 10% of electric ready spaces and will provide three tiers of electric vehicle readiness. The project will provide 20% EV Capable spaces, 15% EV Ready spaces, and One EVSE Installed.

16. Who will be the PROJECT MANAGER? Provide name, address, email, and phone number. (Enter N/A if not applicable).
Preston Nakayama, 1715 W Mountain Ave, Fort Collins, CO, pnakayama@housingcatalyst.com, 970-416-2911

17. Who is the DEVELOPER for this project? (Enter N/A if not applicable).
Housing Catalyst

18. Has this DEVELOPER completed other projects in the City of Fort Collins. If so, please list:
Housing Catalyst's affordable housing real estate development experience spans more than 15 years and includes both new construction and rehabilitation. Our development portfolio includes 1,047 affordable units in 11 developments financed with both 4% and 9% federal and state Low Income Housing Tax Credits, private activity bonds, CDBG, HOME, Division of Housing, and other local, state and federal funding sources. With this combination of public and private financing, Housing Catalyst secures long-term financing f each development. Housing Catalyst has also been instrumental in creating an additional 600+ affordable housing units through vario

partnerships with nonprofit and private developers.

The following is a list of affordable housing projects completed by Housing Catalyst over the last 10 years:
- Village on Impala: 86-unit, $44.8M new construction and renovation (2025)
- Plum Place: 15-unit, $3.2M renovation (2024)
- Village on Bryan: 27-unit, $3M renovation (2023)

- Oak 140: 79-unit, $31.5M new construction, with commercial space and parking garage, partnership with the Downtown Development Authority, (2023)
- Swallow Road Apartments: 84-unit renovation project in partnership with CARE Housing (2022)
- Myrtle Street: 16-unit, $1M Single Room Occupancy renovation (2021)
- Mason Place: 60-unit, $19.4M permanent supportive housing new construction (2021)
- Village on Horsetooth: 96-unit, $27M new construction (2018)
- Village on Shields: 285-unit, $68M renovation (2018)
- Village on Redwood: 72-unit, $19.4M affordable housing new construction (2017)
- Redtail Ponds: 60-unit, $12.5M permanent supportive housing new construction (2017)
- Village on Plum: 95-unit, $16.1M renovation (2015)

19. If the project is new construction or rehab, please list and provide a brief explanation of similar projects you have completed:
Housing Catalyst has successfully completed several similar tax credit, new construction development projects, including the Village on Redwood and Village on Horsetooth, as well as the Village on Impala which is currently underway. Housing Catalyst will leverage its significant experience in deal structuring, securing tax-credit investment, and compliance for a successful affordable development. Both the Village on Redwood and the Village on Horsetooth received local and national industry recognition, including a National Association of Housing and Redevelopment Officials (NAHRO) Award of Merit in Affordable Housing for the Village on Horsetooth; a Fort Collins Utilities Energy Efficiency Award and NAHRO Award of Excellence in Project Design for the Village on Redwood.

Housing Catalyst is the largest affordable housing developer and property management company in Fort Collins. Founded in 1971 with just one employee, Housing Catalyst now has a staff of more than 100 employees. Housing Catalyst is committed to serving very-low-income households in Northern Colorado and is a leader in developing and managing properties that best meet the needs of the community.

Housing Catalyst successfully owns and operates an extensive portfolio of mixed-income developments, manages federal housing vouchers, and provides resident services. In 2022, Housing Catalyst supported 1,794 local families with housing voucher assistance, supported more than 500 residents through its Residents Services programs and its two Permanent Supportive Housing developments, and served 2,179 residents living in Housing Catalyst-managed homes with affordable rents.

Housing Catalyst uses a Triple Bottom Line model to build healthy and sustainable affordable communities. We are led by a skilled executive team with extensive experience in real estate acquisition, development, management, and financial administration. We create vibrant, sustainable communities, incorporating green building design into all our ventures and serving as a model for high standards in asset and property management, as evidenced by numerous awards for project design, innovations, environmental sustainability, accountability, and financial reporting.

20. If you answered question #19, attach evidence of your organization's capacity and experience to undertake and complete the project within the established timetable and budget (upload financial commitment(s) from other funding sources):
Development Resume and Financial Commitments uploaded

21. If the project is new construction, or substantial rehab, please explain how it will comply with Fair Housing and Section 504 Accessibility requirements.
This project will comply with Fair Housing Guidelines and Section 504 Accessibility requirements as detailed in responses to other questions.

22. If this project includes rehabilitation of currently occupied property, will it meet the CDBG/HOME requirements of the Uniform Relocation Act (URA)? Answer Yes/No/NA for each. View the URA Criteria at www.fcgov.com/socialsustainability/cpdocuments
Applicant must attach current occupant census and proof that General Information Notices (GINs) were delivered to all occupants. Failure to attach these items will result in disqualification of the application for federal assistance.

N/A	General Information Notice with proof of delivery
N/A	Current Tenant Census
0.00	**TOTAL**

23. If this project includes acquisition of real property, will it meet the following CDBG/HOME requirements of the Uniform Relocation Act (URA)? Answer Yes/No/NA for each. View the URA Criteria at www.fcgov.com/socialsustainability/cpdocuments
Applicant must attach current occupant census and proof that General Information Notices (GINs) were delivered to all occupants. Failure to attach these items will result in disqualification of the application for federal assistance.

N/A	General Information Notice with proof of delivery

N/A	Voluntary Arm's Length Transaction
N/A	Current Occupant Census
N/A	Not currently under contract for purchase
0.00	**TOTAL**

24. Is there any additional information about the proposed PROJECT/PROGRAM for which you are requesting funds that you deem helpful for us to know? If so, please explain:
Housing Catalyst, the Housing Authority for the City of Fort Collins, has been presented with a unique opportunity to provide new expedited affordable housing to our community. A local developer has approached Housing Catalyst with an offer to sell a 2.9-acre parcel of vacant land in a location with many nearby amenities, including a high school, shopping, services, and employment opportunities. Not only does the sale include this prime parcel of land, but it also includes the architectural plans, permits, and approvals for a fully entitled, 73-unit apartment complex. The project was designed by ALM2S, a local experienced architect, who has previous experience working with Housing Catalyst on successful projects. Housing Catalyst is seeking funding for construction costs to make the Village on Eastbrook development a reality. This shovel-ready residential project is a beautiful 3-story, elevator-served building with 44 one-bedroom units and 29 two-bedroom units, as well as a playground and community space. All units will be at or below 60% AMI.

The Final Development Plan, Development Agreement, Building Specifications, and Building Permits are all approved and ready to be issued by the City of Fort Collins. Housing Catalyst currently has a Purchase and Sale Agreement for this property and has already received an award for a Proposition 123 Land Banking Grant to fund the acquisition. This funding application included a letter of support from the City of Fort Collins. Upon acquisition, Housing Catalyst will continue to work with the existing land planner, architect, and engineering team, all of which Housing Catalyst has worked with on other projects, for a seamless transition that keeps the development moving forward without delay.

This project, with its vibrant design, diverse unit mix, amenities, and elevator will be designed for intergenerational living to support the health and well-being of all ages through social interaction and community connections. Housing Catalyst will work with existing local partners such as the Partnership for Age Friendly Communities, the Colorado State University Institute for the Built Environment's (IBE) Lifelong Homes Initiative, and other community groups to create an intergenerational community at the Village on Eastbrook. In a deliberate effort to help address the physical and mental impacts of loneliness commonly found in seniors in our society, the Village on Eastbrook will focus on ways the built environment and programming can foster connectivity. Housing Catalyst is uniquely positioned to offer this type of community due to its extensive local partnerships and holistic property management, maintenance and service programs.

Housing Catalyst developments comply with the standard requirements of 10% of the units to be accessible for mobility impairments and an additional 2% of units will be accessible for hearing/vision impairment. Additionally, all entrances and exit routes, common areas and amenities will be accessible throughout the development, and it will have multiple ground floor units that will be accessible or adaptable with walk-in showers. As it is the intent of the project to meet the Institute for the Built Environment's Lifelong Homes Initiative and provide housing for residents that are fully mobile as well as those that have significant mobility impairments, the Village on Eastbrook will be able to serve residents at all life stages, allowing them to age in place if they desire.

Of note, the market study submitted with this application deviates slightly from Housing Catalyst's current plans in certain areas as we continue to assess and refine the proforma for the Eastbrook project. AMI mix will vary from what is in the current market study and we continue to coordinate with the market analyst to ensure that our understanding of the needs of the project are accurate and up to date. It was previously anticipated that the project could support 25 project-based vouchers, however, this number is still being revised based on available data as well. Updates to this portion of the application will be generated in the coming weeks and months as we continue to study the best population served at the site while maintaining the project's financial feasibility. Due to the extensive development pipeline, recently completed projects, as well as internal waitlists, Housing Catalyst always maintains current understanding of the market needs across the affordability spectrum in Fort Collins.

It is Housing Catalyst's desire to fulfill the goals of the City's strategic plan and continue to advance a balanced housing market in northern Colorado. Housing Catalyst is only able to build new housing for low-income individuals and families with the help from great funding partners like the City of Fort Collins, the state of Colorado, and the Low-Income Housing Tax Credit program. The ability to construct new affordable, attainable, healthy, and efficient housing is a key focus for Housing Catalyst now and into the future, and the Village on Eastbrook project, although a small piece of the puzzle, will help fulfill that mission.

25. If you receive funding (other than through the Competitive Process) from the City of Fort Collins please provide the amount, purpose and department the funding comes from. If no additional funds are received, enter N/A.
(EG: fundraiser support, bus and/or recreation, natural area passes, fee relief, etc.)
Housing Catalyst has received fee relief on previous projects, most recently the Village on Impala redevelopment.

26. If applicable, demonstrate how the work of this project and is addressing systemic injustice, inequity and/or racial oppression.
Enter N/A if the program does not aid these interests.
Housing Catalyst is committed to advancing equity in all areas of our work, acknowledging the historical disparities that have shaped our current housing landscape. We actively cultivate a culture of inclusion and belonging where every person is welcomed, valued, and respected. We consistently reexamine our policies and practices, looking for opportunities to remove barriers and expand access to

resources. We welcome engagement from diverse voices and perspectives to ensure our programs and services are responsive to

community needs.
Housing Catalyst prioritizes developing homes for individuals and families with very low incomes who are more likely to be housi burdened. The 2021 Fort Collins Equity Indicators Report found disparities in housing cost burden for every characteristic examin including race and ethnicity, homeowner income, and renter income. Project sites are carefully evaluated for access to transportation, schools, employment opportunities, and services to ensure the development will provide homes where residents can thrive. Housing Catalyst approaches housing development with a focus on intentional design, environmental stewardship, and with inclusive processes that build a sense of place.
Beyond upholding Fair Housing and Equal Opportunity standards, we strive to extend respect, dignity, and compassion to all residents and applicants. Housing Catalyst prioritizes digital equity and works to expand access to broadband and WiFi at our properties. We promote social and economic wellbeing for residents by providing support and resources focused on four areas:
• Stability: Working with residents to ensure they can remain in their homes.
• Health and Wellness: Providing activities to support our residents' mental, physical and social wellbeing.
• Education: Supporting our resident parents and their children in achieving success at school.
• Community Engagement: Organizing activities to cultivate community bonds and nurture a sense of belo

27. How do you affirmatively market your units and promote fair housing access and opportunity to tenants who have historically been marginalized or discriminated against?
Enter N/A if the program does not aid these interests.
Housing Catalyst creates an Affirmative Fair Housing Marketing Plan (AFHMP) for each new property it develops. The plan includes analysis of census information and resident demographics to identify marginalized groups who may be less likely to apply. Targeted marketing strategies are developed specifically for identified audiences. These strategies may include traditional promotions across marketing channels as well as direct outreach to groups who serve our target populations.

Housing Catalyst intentionally builds partnerships with community organizations and resources who have established relationships with underserved populations. This network of partners provides trusted referrals to Housing Catalyst, allowing us to connect with prospective residents who might not be reached through traditional marketing. As Housing Catalyst has been serving Fort Collins for more than fifty years, our community network is vast and deep.

Once we have connected with a prospective resident, we strive to reduce barriers in the application process. We have resources in place to support applicants who need assistance due to a language barrier or disability.

Documents *top*

Documents Requested *	Required?	Attached Documents *
BOARD OF DIRECTORS APPROVAL (Upload: can be meeting minutes, email approval, or brief memo)	☑	HC Board Resolution - Eastbrook Funding Request
BOARD OF DIRECTORS QUALIFICATIONS/RELEVANCY (Upload)	☑	HC Board of Commissioners Bios
IRS 501(c)3 DESIGNATION if applicant is a nonprofit (Upload the first page)	☑	HC IRS Determination Letter
SAM (System for Award Management) Registration/Activation Information (Upload)	☑	HC SAM Registration
Certificate of Good Standing from Secretary of State (dated 2023 or 2024) (Upload)	☑	HC Local Government Filing DOLA
AUDIT--most recent (Upload)	☑	HC Audit 2022
PROJECT OPERATING BUDGET WORKSHEET (Download template here) download template	☑	Eastbrook Operating Budget
LETTER OF FINANCIAL COMMITMENT (Upload letters from funders, LOI, etc.)	☑	HC Development Resume Financial Commitment Villages Eastbrook
MARKET ANALYSIS (Upload)	☑	Market Analysis Eastbrook
Budget: Funding Sources/Revenues (Download template here) download template	☑	Eastbrook Sources Revenues
SOURCES AND USES WORKSHEET (Download template here) download template	☑	Eastbrook Sources and Uses
Board of Directors Acknowledgement (Download template here) download template		HC Board Acknowledgement

UNIFORM RELOCATION ACT COMPLIANCE (Upload, if applicable) (Includes Tenant Census, Voluntary Acquisition Notice, and General Information Notice with Proof of Delivery)		
Census of Current Occupants (required for rehab projects and purchases with existing tenants) (Download template here) download template		
General Information Notice & Proof of Delivery (required for rehab projects and purchases with existing tenants)		
Capital Needs Assessment (required for rehab projects)		

* *ZoomGrants™ is not responsible for the content of uploaded documents.*

Application ID: 460030

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Board of Commissioner Bios

JENNIFER WAGNER, CHAIRPERSON

Jennifer Wagner is a life-long Fort Collins resident who is passionate about housing and has focused her career on Northern Colorado real estate and finance. Wagner specializes in residential construction lending and is currently a Senior Vice President for Bank of Colorado. She has served on several other community and regional boards and organizations.

Original Appointment: January 2020 | Term Expiration: December 2028

LIZETTE MILL, VICE-CHAIRPERSON

A NAHRO Certified Commissioner, Lizette Mill served on the Villages Ltd., Board of Directors for three years before being appointed to the Housing Catalyst Board of Commissioners. Mill is a retired software developer and technical consultant who has been active in community development since 1996, when she moved into a Fort Collins neighborhood she helped design and develop. She is the treasurer of a small community-owned business.

Original Appointment: April 2021 | Term Expiration: December 2024

EMILY FRANCIS, COMMISSIONER

Emily Francis represents District 6 on the Fort Collins City Council and serves as Mayor Pro Tem. Since taking office, Francis has focused on supporting working families through housing, preservation of mobile home parks, economic mobility, and environmental sustainability. Francis is currently the Equity Resource Supervisor in the Colorado Department of Public Health and Environment. She oversees the Equity Resource Support Team Unit within the Disease Control and Public Health Response Division. The unit works to identify and support various agencies to increase and access opportunities and resources to promote health equity.

Original Appointment: May 2019 | Term Expiration: TBD; City Council Liaison

ANN GREEN, RESIDENT COMMISSIONER

Ann Green has a background in nursing and mental health with a focus on gerontology. Her professional experience focused on client services across several industries. Green's heartfelt understanding of the needs of elderly and disabled citizens brings valuable perspective to the Board as it continually looks for ways to build strong communities that support individual well-being.

Original Appointment: January 2016 | Term Expiration: December 2024

KAREN DUNBAR, COMMISSIONER

Karen Dunbar is the Associate Vice President for Gift Planning at Colorado State University, a position she has held since 2016. From 1993-2016, she was affiliated with CSU through her service to the CSU Foundation as their Chief Financial Officer. Dunbar received her degree from CSU, maintains her CPA license, and is involved in several professional organizations related to higher education and the accounting profession.

Original Appointment: January 2024 | Term Expiration: December 2028

ANNE NELSEN, COMMISSIONER

Anne Nelsen is an architect with *[au]workshop | architects + urbanists*, a Fort Collins firm with a focus on projects that sustainably invigorate neighborhoods and cities. She has nearly twenty years of design experience across a variety of project scales and specializes in both residential design and design-build project delivery. She is a NAHRO Certified Commissioner and also serves on the City of Fort Collins Historic Preservation Commission.

Original Appointment: January 2023 | Term Expiration: December 2027

JOSEPH PENTA, COMMISSIONER

Joseph Penta owns Penta Homes Real Estate and Property Management, a full-service brokerage in Fort Collins committed to providing its clients with the expertise and services to meet all their real estate needs. With a front-row seat to rising housing costs and their impact on the city, he is passionate about finding long-term solutions to provide residents with affordable housing options that enhance the community.

Original Appointment: January 2023 | Term Expiration: December 2027

Project Operating Budget

This form is to be used for new construction or redevelopment rental proposals (including assisted living)

Applicant Name: _Housing Catalyst_____

Funding Year/Cycle: _2024_____

INCOME						EXPENSES	
	Median Income	**# of Units**	**Sq. Ft.**	**Monthly Rent**	**Total Annual Rent**	**Administrative Expenses**	
0 Bdrm						Management Fee	$86,598.03
0 Bdrm						On-site Personnel Payroll	$55,000.00
1 Bdrm - PBV	30%	3	671	$1,298.00	$46,728.00	Health Ins. & Benefits	$46,246.00
1 Bdrm - PBV	50%	5	671	$1,298.00	$77,880.00	Legal and Accounting	$74,445.00
1 Bdrm	60%	36	671	$1,221.00	$527,472.00	Advertising	$50.00
2 Bdrm - PBV	30%	1	995	$1,618.00	$19,416.00	Office Supplies	$1,000.00
2 Bdrm - PBV	50%	1	995	$1,618.00	$19,416.00	Telephone (City Connexion)	$2,500.00
2 Bdrm	60%	27	995	$1,460.00	$473,040.00	Audit	$10,000.00
3 Bdrm						Other	$4,200.00
3 Bdrm						**Total Administrative Expenses**	**$280,039.03**
3 Bdrm						**Operating Expenses**	
4 Bdrm						Utilities (Owner paid)	$66,045.00
4 Bdrm						Trash Removal	$13,870.00
4 Bdrm						Fire & Liability Insurance	$73,000.00
Total Rent Income					**$1,163,952.00**	Other (campus wide WIFI)	$5,475.00
Parking Income						**Total Operating Expenses**	**$158,390.00**
Laundry Income						**Maintenance**	
Other Income:						Maintenance	$44,380.00
Other Income:						Repairs	$79,935.00
Other Income:						Groundskeeping (include snow removal)	$18,250.00
Other Income:						Reserve Funds	$0.00
Total Income					**$1,163,952.00**	Other (Elevator Maintenance)	$9,855.00
(Vacancy Rate: 7%)				Less Vacancy	-$81,476.64	**Total Maintenance**	**$152,420.00**
Annual Effective Gross Income					**$1,082,475.36**	**Real Estate Taxes**	**$0.00**
ANNUAL DEBT SERVICE						**Operating Reserve**	**$0.00**
1st Mortgage (HC LT Tax Exempt)					$409,165.00	**Replacement Reserve**	**$21,900.00**
2nd Mortgage (DOH)					Cash Flow Dependent	**TOTAL ANNUAL EXPENSES**	**$612,749.03**
3rd Mortgage (Seller Carry (Prop 123)					Cash Flow Dependent	NET OPERATING INCOME	$469,726.33
4th Mortgage (Villages)					Cash Flow Dependent	CASH FLOW (Net Operating Income - Total Annual Debt	$60,561.33
5th Mortgage (Housing Catalyst (Partnership Fee Equity)					Cash Flow Dependent	P.U.P.A. Expenses*	$8,393.82
6th Mortgage (Housing Catalyst (City Funds if not HOME)					Cash Flow Dependent		
Total Annual Debt Service					$409,165.00		

*P.U.P.A. = Per Unit Per Annum Expenses

PRIOR & ASSOCIATES

PRELIMINARY MARKET ANALYSIS

VILLAGE ON EASTBROOK
3221 EASTBROOK DRIVE
FORT COLLINS, COLORADO 80525

PREPARED FOR:

HOUSING CATALYST
1715 W. MOUNTAIN AVENUE
FORT COLLINS, CO 80521

EFFECTIVE DATE: JANUARY 25, 2024
REPORT DATE: FEBRUARY 7, 2024

PREPARED BY:
PRIOR & ASSOCIATES
650 SOUTH CHERRY STREET #425
DENVER, COLORADO 80246
INFO@PRIORANDASSOCIATES.COM
(303) 861-2728

THAD RAHN, PRINCIPAL
JETT DOUGLAS, PROEJCT MANAGER

INTRODUCTION & SCOPE OF WORK

We have reviewed the current rental market conditions for the proposed Village on Eastbrook at 3221 Eastbrook Drive in Fort Collins, Larimer County, Colorado. The following sections define the project's market area, discuss current and projected demographic trends, and describe the current rental housing conditions of the market area. The analysis also addresses the level of demand at different income levels and discusses the prevailing income-restricted and market-rate rents.

The market analyst reviewed all relevant data, conducted personal interviews with local apartment managers and independently established the conclusions for this report. The rental properties were surveyed remotely from January 19 to 25, 2024, by Meghan O'Reilly and Jett Douglas. Jett Douglas also completed the report, which was reviewed by Thad Rahn, who confirmed the conclusions of the analysis.

CERTIFICATION

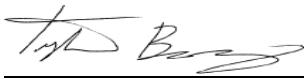
This market study has been prepared by Prior & Associates, a member in good standing of the National Council of Housing Market Analysts (NCHMA). Prior & Associates is duly qualified and experienced in providing market analysis for Affordable Housing. The company's principals participate in the NCHMA educational and information sharing programs to maintain the highest professional standards and state-of-the-art knowledge. Prior & Associates is an independent market analyst. No principal or employee of Prior & Associates has any financial interest whatsoever in the development of which this analysis has been undertaken. The relationship of the market analyst is limited to that of an independent market analyst. The fee assessed for the study was not contingent on the outcome of the analysis.

To the best of our knowledge, all data contained in this report is correct to the extent that the local, state and federal recording agencies, and demographic suppliers accurately record and publish this data. All projections were based on current professionally accepted methodology.

By: Prior & Associates



By: _____
Thad Rahn
Principal



By: _____
Tyler Borowy
Principal



By: : _____
Jett Douglas
Project Manager

I. PROJECT DESCRIPTION

This analysis evaluates the feasibility of the subject as a 73-unit rental project to be developed through the Federal Low Income Housing Tax Credit (LIHTC) program, as well as Proposition 123 Land Banking, City of Fort Collins and Colorado Division of Housing funds. Occupancy will be restricted to renter households with incomes between at or below 60% of the area median income (AMI). Of the 73 units, four will be restricted at 30% AMI, 21 at 50% AMI and 48 at 60% AMI.

Although it will not have any age-restrictions, the subject is intended to serve an intergenerational population and will target both seniors and families. The 25 units restricted at 30% and 50% AMI will receive Project Based Vouchers (PBV), which will allow tenants to occupy these units by contributing 30% of their incomes towards rent and utilities. A contract term was not provided. Occupancy for the subject's one- and two-bedroom units will be restricted to households with annual incomes below 60% AMI. Households with one to four persons and incomes less than $68,160 are potential tenants for the subject's.

2023 LIHTC INCOME LIMITS				
Persons	30%	40%	50%	60%
1	$23,880	$31,840	$39,800	$47,760
2	$27,270	$36,360	$45,450	$54,540
3	$30,690	$40,920	$51,150	$61,380
4	$34,080	$45,440	$56,800	$68,160
5	$36,810	$49,080	$61,350	$73,620
6	$39,540	$52,720	$65,900	$79,080
7	$42,270	$56,360	$70,450	$84,540
8	$45,000	$60,000	$75,000	$90,000
Source: HUD				

The following table, supplied by the project sponsor and HUD lists the subject's unit distribution by type, size, income restriction, and rent. The subject will use project-specific utilities and will not charge any premiums. The sponsor does not plan to lease additional items or services.

UNIT TYPES, SIZES AND RENTS								
Unit Type	Number of Units	Square Footage	% of Median Income	Maximum Gross LIHTC Rent	Utility Allowance	Maximum Net LIHTC Rent	Proposed Net/Contract Rent	Proposed Net Rent per SF
1BR/1BA*	3	671	30%	$639	$66	$573	$1,289	$1.92
1BR/1BA*	11	671	50%	$1,065	$66	$999	$1,289	$1.92
1BR/1BA	30	671	60%	$1,278	$66	$1,212	$1,212	$1.81
2BR/2BA*	1	985	30%	$767	$86	$681	$1,606	$1.63
2BR/2BA*	10	985	50%	$1,278	$86	$1,192	$1,606	$1.63
2BR/2BA	18	985	60%	$1,534	$86	$1,448	$1,448	$1.47
Source: Project Sponsor; HUD;								

*Denotes unis with PBV & contract rents

II. MARKET AREA DELINEATION

The subject is in the Lake Sherwood neighborhood of southeastern Fort Collins, a newer middle-income, mixed commercial and residential neighborhood that provides shelter for residents who are primarily from Fort Collins or surrounding communities of northeastern Colorado. The Lake Sherwood

neighborhood includes the lands that are north of Horsetooth Road, south of Drake Road, east of College Avenue and west of Timberline Road.

The subject is under the jurisdiction of the City of Fort Collins. The local government offers basic municipal services to residents of the city. Public school students attend classes in the Poudre R-1 School District, which serves the city. The primary circulation area of The Coloradoan includes the cities of Fort Collins and Loveland. The newspaper does not divide rental classified listings into submarkets. Local businesses belong to the Fort Collins Chamber of Commerce, which includes members from throughout Fort Collins and surrounding communities in northern Colorado.

The subject is in the Fort Collins submarket, as defined by CoStar, which covers the lands generally east of Horsetooth Mountain Park, west of Colorado Boulevard, south of West County Road 80 and north of East County Road 30. Local market-rate rental properties appeal to tenants primarily from Fort Collins and out of state, with some from other regions in Colorado, who have healthcare, technology, office, education and professional occupations, with incomes of $50,000 to $120,000 per year. The surveyed family LIHTC and mixed-income projects appeal to renter households primarily from Fort Collins, with some from outside the region, who have service, retail, healthcare, government, office, education and blue-collar jobs, or are unemployed, and have annual incomes between $30,000 and $60,000. The subject appeals to tenants primarily from Fort Collins and other nearby communities of northeastern Colorado, with roughly 25% moving from outside of the region, who have service, retail, healthcare, blue-collar, education and “gig” jobs, although tenant income data was not provided.

Geographic characteristics and community patterns also influence market area boundaries. West of Fort Collins is the Horsetooth Reservoir and the mountainous terrain of Lory State Park. East and south of the city limits are the Timnath and Loveland, which have different community ties. North of the city limits are the smaller rural communities of Wellington and Laporte.

These factors suggest that the subject’s primary market area (PMA) is the city of Fort Collins, which has 174,241 inhabitants and covers 57 square miles. The subject does not have a readily-definable extended, or secondary, market area.

III. DEMOGRAPHIC TRENDS

E. Total Population

From 2010 to 2022, population increased 1.5% per year in the primary market area (PMA) and 1.6% annually in the Fort Collins MSA. Claritas forecasts that the PMA's population will increase 0.9% per year, to 182,132 in 2028. This projected annual rate of growth is slightly less than the projected 1.1% annual increase for the MSA.

POPULATION TRENDS					
	Estimate		Projection	Average Annual Change	
	2010	2023	2028	2010-2023	2023-2028
Fort Collins MSA	299,630	370,447	391,752	1.6%	1.1%
Larimer County	299,630	370,447	391,752	1.6%	1.1%
Fort Collins (PMA)	143,948	174,241	182,132	1.5%	0.9%

Source: U.S. Census, Claritas, Ribbon Demographics

F. Total Households

The household data provided by Claritas and Ribbon Demographics utilizes a five-year sample from the American Community Survey (ACS), which is the only survey that provides any income information. According to the U.S. Census, "Single-year and multiyear estimates from the ACS are all "period" estimates derived from a sample collected over a period of time, as opposed to "point-in-time" estimates such as those from past decennial censuses. For example, the 2000 Census "long form" sampled the resident U.S. population as of April 1, 2000. While an ACS 1-year estimate includes information collected over a 12-month period, an ACS 5-year estimate includes data collected over a 60-month period. In the case of ACS 1-year estimates, the period is the calendar year (e.g., the 2015 ACS covers the period from January 2015 through December 2015). In the case of ACS multiyear estimates, the period is 5 calendar years (e.g., the 2011–2015 ACS estimates cover the period from January 2011 through December 2015). Therefore, ACS estimates based on data collected from 2011–2015 should not be labeled "2013," even though that is the midpoint of the 5-year period."

While the Census suggests to not label the five-year ACS as 2013, a date needs to be established to delineate household trends from the base year of the Claritas data. As such, because the sample contains five full years of sample data, the mid-point of two and half years is utilized for purposes of determining household growth trends.

Since 2010, the PMA has added an average of 868 households per year, while the Fort Collins MSA gained an average of 2,196 households annually. The PMA is projected to gain 647 households per year through 2028, which accounts for 37% of the MSA's household gain. The PMA's projected annual household growth rate (0.9%) is slower than its rate from 2010 through 2023 (1.4%).

HOUSEHOLDS, 2010-2028

	Households	Annual Increase	% Increase
Fort Collins MSA			
2010	120,297		
Base Year-2011-2015	125,215	1,405	1.2%
2023	148,840	2,487	1.8%
2028	157,571	1,746	1.1%
Larimer County			
2010	120,297		
Base Year-2011-2015	125,215	1,405	1.2%
2023	148,840	2,487	1.8%
2028	157,571	1,746	1.1%
Fort Collins (PMA)			
2010	58,119		
Base Year-2011-2015	59,236	319	0.5%
2023	69,406	1,071	1.7%
2028	72,640	647	0.9%

Source: U.S. Census, Claritas, Ribbon Demographics

G. Renter Household Size

In 2023, there are 2.20 persons per renter household in the Fort Collins MSA and 2.17 in the PMA. Of the PMA's renter households, 34% have one person, 35% two, 27% three or four, and 4% have five or more. The subject's units are targeted to households with between one and four persons, which account for 96% of PMA renters in terms of household size.

HOUSEHOLD SIZE, PMA 2023				
Persons In Household	Total	% Of Total	Renters	% Of Renters
1	17,954	25.9%	10,397	33.6%
2	26,032	37.5%	10,889	35.2%
3	12,041	17.3%	5,281	17.1%
4	9,286	13.4%	3,148	10.2%
5	3,011	4.3%	938	3.0%
6 Or More	1,082	1.6%	307	1.0%
Total	**69,406**	**100.0%**	**30,960**	**100.0%**

Source: Claritas, Ribbon Demographics

H. Households by Tenure

In 2023, renters comprise 44.6% of all households in the PMA and 33.7% in the Fort Collins MSA. Claritas projects that the renter rate in the PMA will increase to 44.9% in 2028 and that the PMA will gain an average of 334 renter households annually over the next five years.

HOUSEHOLD TENURE, PMA			
	2023	2028	Annual
Total Households	69,406	72,640	647
Owners	38,446	40,009	313
Renters	30,960	32,631	334
% Renter	44.6%	44.9%	0.06%

Source: Claritas, Ribbon Demographics

The following text and table show any potential discrepancies between the demographic data from Claritas and the absorption data from CoStar. The Claritas data is based on dated, 2010 decennial Census data adjusted for changes reflected in the American Community Survey (ACS) from the U.S. Census. Experience shows that this data can inaccurately reflect the actual number of renters in an area, especially those experiencing significant development. According to CoStar, absorption, “Refers to the change in occupancy over a given time period. Lease renewals are not factored into absorption unless the renewal includes the occupancy of additional space. (In that case, the additional space would be counted in absorption.) Pre-leasing of space in non-existing buildings (e.g., Proposed, Under Construction, Under Renovation) is not counted in absorption until the actual move-in date.” While this definition appears more related to commercial space, it also explains the approach for multifamily in the calculations. It is assumed that absorption considers demolitions, or removal of rental units from the inventory, and is a count of additional occupied rental units in an area for a specified time period. Due to several factors that could also impact the actual renter household increase, it does not provide an exact determination of new renters, but gives an estimate to compare to the data from Claritas in order to better establish how many renter households are in a market now and what a realistic growth rate could be. For example, if recent rental absorption from CoStar exceeds Claritas estimates and the vacancy rate has been steady or declining, it is possible that the Claritas growth is understated. Past absorption is no guarantee of future growth, but it can better establish the actual renter base and estimate more likely renter increase in the short-term.

The following table displays the total renter households in the PMA in 2010 from the U.S. Census, as well as the 2023 and 2028 estimates and projections from Claritas, and compares the changes to the rental unit absorption trends reported by CoStar. A significant difference between the numbers could suggest inaccuracies in the current year estimates from Claritas. While past absorption is not a guarantee of future growth, the recent absorption trends could be a more accurate barometer of likely renter household growth, especially in developing areas. The absorption data from CoStar

results in 110 less renter households in the PMA in 2023 than the estimates from Claritas, which would increase to a difference of 1,269 in 2028 if the average absorption in the PMA over the past five years were to continue.

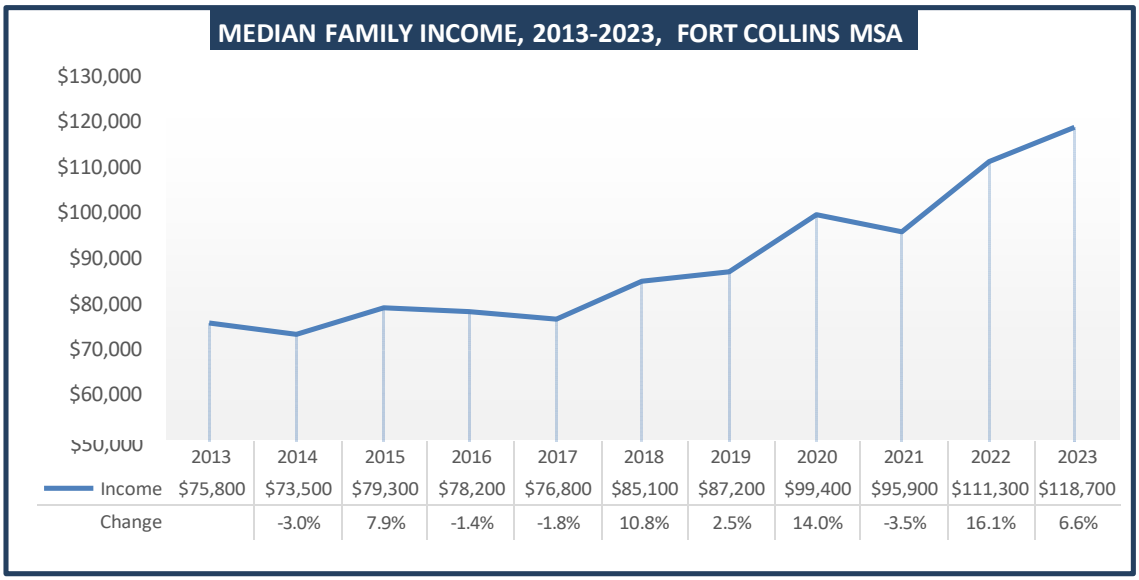
PMA DIFFERENCES IN RENTER HOUSEHOLD ESTIMATES AND ABSORPTION				
Year	RHH (Census/Claritas)	RHH (CoStar Absorption)	Difference	Annual Difference
2010	25,794	25,794	---	---
2023	30,960	30,850	-110	-10
2028	32,631	33,900	1,269	254
Source: Claritas-Ribbon Demographics; CoStar; Analysis by Prior & Associates				

Apartment absorption data from CoStar since 2010 indicates that the PMA has absorbed 389 units per year, while the vacancy rate increased from 4.1% to 4.5% during that period. The average annual absorption in the PMA from the start of 2018 through 2023 was 520 units, while, according to Claritas, the PMA should add 334 renters annually through 2028.

PMA RENTER HOUSEHOLD GROWTH VERSUS ABSORPTION - 2010-2028			
Year	Vacancy Rate	Net Absorption	RHH (Census/Claritas)
2010	4.1%	118	25,794
2011	4.0%	11	---
2012	5.1%	255	---
2013	5.0%	492	---
2014	4.0%	246	---
2015	4.4%	197	---
2016	5.5%	197	---
2017	9.9%	420	---
2018	8.7%	449	---
2019	6.6%	1,145	---
2020	8.2%	232	---
2021	4.0%	1,009	---
2022	3.9%	215	---
2023	4.5%	70	32,631
2028	N/A	N/A	32,631
2010-2023			
Total Change	0.4%	5,056	5,166
Avg. Change	N/A	389	397
2023-2028 (Using Previous 5-Year CoStar Average Absorption & Claritas Forecasts)			
Total Change	N/A	2,600	1,671
Avg. Change	N/A	520	334
Source: Claritas-Ribbon Demographics; CoStar; Analysis by Prior & Associates			

I. Renter Households by Income

The U.S. Department of Housing and Urban Development (HUD) estimates that the Fort Colins MSA 2023 median family income, which is used to set income and rent limits, is $118,700. From 2013 to 2023, the median family income increased 4.6% per year. In 2021, the median family income decreased 3.5%, followed by growth 16.1% in 2022 and 6.6% in 2023.



Without rental assistance in place, the maximum allowable net rents for the subject's income-restricted units will start at $573. Households with annual incomes above $19,646 can qualify for these units without spending more than 35% of their income for rent. The subject will appeal to households with incomes between this amount and $68,160, which is the highest eligible income for a four-person household at the 60% AMI level. These units are income targeted to 43.3% of PMA renter households. By applying the specific income range for each renter household size, the PMA has 9,948 income- and size-qualified renter households, which account for 32.1% of PMA renters.

Considering its project-based rental assistance covering 25 units, the subject can target households with incomes as low as $0, while $68,160 remains as the highest income limit. With rental assistance in place, the subject's units are income targeted to 62.0% of PMA renters and there are 15,955 income- and size-qualified renter households, accounting for 51.5% of PMA renters.

RENTER HOUSEHOLD INCOME BY SIZE, PRIMARY MARKET AREA, 2023

	1 Person	2 Person	3 Person	4 Person	5 Person	6+ Person	Total
Less than $10,000	1,648	644	302	71	75	26	2,766
$10,000-$20,000	1,418	897	608	186	23	7	3,139
$20,000-$30,000	1,486	1,132	699	241	46	19	3,623
$30,000-$40,000	1,032	853	483	267	62	15	2,712
$40,000-$50,000	1,119	1,277	355	105	38	13	2,907
$50,000-$60,000	625	1,005	410	264	27	10	2,341
$60,000-$75,000	479	1,308	764	337	179	52	3,119
$75,000-$100,000	832	1,474	753	609	177	32	3,877
$100,000-$125,000	479	911	232	293	36	11	1,962
$125,000-$150,000	264	320	164	349	98	43	1,238
$150,000-$200,000	291	622	315	145	76	37	1,486
$200,000 or more	724	446	196	281	101	42	1,790
Total	**10,397**	**10,889**	**5,281**	**3,148**	**938**	**307**	**30,960**

Source: Claritas, Ribbon Demographics

Although the subject's target income range is likely to change over the next two years, we use the income range from the previous analysis to estimate the number of income-qualified renters in the PMA for its units in 2025. With the projected changes to the income stratification of renters in the PMA, the subject's units would be income targeted to 41.4% of PMA renter households. In 2025, there will be 9,700 income- and size-qualified renter households in the PMA for the subject's units, or

30.7% of PMA renters. When considering its rental assistance, there will be 15,489 income- and size-qualified renters that account for 49.0% of renter households in the PMA.

RENTER HOUSEHOLD INCOME BY SIZE, PRIMARY MARKET AREA, 2025							
	1 Person	2 Person	3 Person	4 Person	5 Person	6+ Person	Total
Less than $10,000	1,616	621	294	66	74	26	2,696
$10,000-$20,000	1,367	842	582	182	26	5	3,004
$20,000-$30,000	1,442	1,057	653	235	48	19	3,454
$30,000-$40,000	1,057	846	492	264	55	14	2,727
$40,000-$50,000	1,087	1,234	346	105	38	12	2,822
$50,000-$60,000	613	981	391	256	28	9	2,279
$60,000-$75,000	511	1,312	781	333	170	47	3,154
$75,000-$100,000	848	1,536	806	602	179	28	4,000
$100,000-$125,000	528	1,001	256	311	39	10	2,145
$125,000-$150,000	327	374	189	370	109	44	1,413
$150,000-$200,000	343	723	360	159	88	34	1,707
$200,000 or more	894	526	240	384	137	46	2,227
Total	**10,633**	**11,053**	**5,391**	**3,265**	**992**	**295**	**31,628**

Source: Claritas, Ribbon Demographics

IV. HOUSING TRENDS AND CONDITIONS

E. Housing Trends and Development Pipeline

Prior & Associates identified five new projects with a total of 561 units that came online since the beginning of 2021. These projects include a 55-unit senior LIHTC project, Cadence, two family LIHTC properties with 163 dwellings, Oak 140 and Northfield Commons, and two market-rate properties.

According to CoStar new construction reports, the Fort Collins Planning & Zoning Department, our survey and Colorado Housing and Finance Authority (CHFA) there are 11 rental projects planned or under construction in the PMA. CHFA indicated that two rental properties have been awarded tax credits in the PMA during the past three years that have not been placed in service. The following text describes the apartment projects that are in the PMA's development pipeline:

- Village on Impala is an 86-unit LIHTC rehabilitation/new construction project under construction at 306 & 400 Impala Circle, 4.9 miles northwest from the subject. The project includes the rehabilitation of 24 existing units and construction of 62 new units. Given that the existing units do not yet operate in the LIHTC program, the project will add 86 units to the tax credit inventory, 18 of which will be covered by project-based rental assistance. It is expected to come online in early 2025.

- Heartside Hill, a 71-unit LHTC project, is under construction at the northwest corner of Trilby and Lemay Avenue, 3.5 miles southwest from the subject. The project is being sponsored by CARE Housing, Inc., will include 16 deeply-subsidized units and should be completed in early 2025.

- Rendezvous Trail Apartments is a 180-unit market-rate/affordable property that is under construction at 2918 S Timberline Road, 0.3 miles from the subject. It will include 57 affordable units designated for Colorado State University employees, and will be completed in phases with the first phase of apartments slated for completion in early 2024 and the remainder of buildings completed by the end of 2024.

- Additionally, there are eight market-rate properties with a total of 1,5220 units planned or under construction in the PMA. These projects are expected to come online within the next two years and included in the following table.

As noted in the following table, although the subject's renovation will not add any new units to the PMA's overall or LIHTC inventory, the completion of all projects in the development pipeline will increase the rental inventory by a total of 1,906 units over the next two years. The subject will compete directly with the 157 units at Village on Impala and Heartside Hill in terms of target market and income restrictions.

UNITS IN THE PIPELINE – PMA

Name	Construction Status	Project Type	Units	LIHTC Units	Subsidized Units
Subject	Proposed	LIHTC/Subsidized	73	73	25
Village on Impala	Under Construction	LIHTC/Subsidized	62	86	18
Heartside Hill	Under Construction	LIHTC/Subsidized	71	71	16
Rendezvous Trail Apartments	Under Construction	Market-Rate/Affordable	180	0	0
The Quarry	Under Construction	Market-Rate	319	0	0
The Collins	Planned	Market-Rate	116	0	0
Mars Landing	Planned	Market-Rate	90	0	0
The Flats at Hansen Farm	Planned	Market-Rate	240	0	0
The Granary (Fairway Lane)	Under Construction	Market-Rate	264	0	0
1215 South Shields Street	Planned	Market-Rate	77	0	0
209 Cherry Street	Planned	Market-Rate	112	0	0
South College Avenue & Triangle Drive	Planned	Market-Rate	302	0	0
Total			**1,906**	**230**	**59**

Source: CoStar, Fort Collins Planning & Zoning Dept., CHFA

F. LIHTC Inventory

The PMA has 40 existing LIHTC projects containing 3,330 income-restricted units. Of these, seven are age-restricted projects with 544 units, one is a 60-unit homeless development, another is a 60-unit family/homeless project with 40 units set aside for formerly homeless persons and 20 traditional LIHTC units, and the remaining 31 are non-age-restricted properties that have 2,666 dwellings, of which 182 are deeply-subsidized. The subject's LIHTC units will compete directly with the 2,484 existing non-deeply-subsidized family units in terms of target market and income restrictions, while its 25 units with rental assistance will compete directly with the 182 deeply-subsidized family dwellings.

LOW INCOME HOUSING TAX CREDIT UNITS IN THE PMA BY AMI THRESHOLD										
Existing Projects	**Type**	**Deep Subsidy**	**20%**	**30%**	**40%**	**50%**	**60%**	**70%**	**80%**	**Total**
Buffalo Run	LIHTC	0	0	0	13	73	0	0	0	86
Bull Run	LIHTC	0	0	0	0	35	140	0	0	175
Cadence (FKA VOA Senior Residences)	Sr. LIHTC	0	4	14	5	4	10	12	6	55
Care at Eagle Tree	LIHTC	0	0	0	14	21	0	0	0	35
Greenbriar Village	LIHTC	0	0	0	0	9	31	0	0	40
Care at Swallow Road	LIHTC	0	0	0	13	20	7	0	0	40
Windtrail Park	LIHTC	0	0	5	25	16	4	0	0	50
Caribou Apartments I	LIHTC	0	0	0	44	52	0	0	0	96
Caribou Apartments II	LIHTC	0	0	10	23	57	6	0	0	96
Coachlight Plaza Apartments	Subsidized	68	0	0	0	0	0	0	0	68
Country Ranch	LIHTC	0	0	0	0	0	117	0	0	117
DMA Plaza	Sr. LIHTC	0	0	25	29	28	42	0	0	124
Fairbrooke Heights	LIHTC	0	0	0	21	14	0	0	0	35
Fox Meadows Apartments	LIHTC	0	0	0	0	21	42	0	0	63
Lakeview on the Rise	LIHTC	0	0	0	0	0	180	0	0	180
Legacy Senior Residences	Sr. LIHTC	0	0	15	0	31	26	0	0	72
Mason Place	PSH	60	0	0	0	0	0	0	0	60
Northern Hotel	Sr. LIHTC	0	0	0	10	18	19	0	0	47
Northfield Commons	LIHTC	0	0	5	0	8	71	0	0	84
Oak 140	LIHTC	8	0	3	2	29	0	29	8	79
Oakbrook Manor Apartments	Subsidized	106	0	0	0	0	0	0	0	106
Oakridge Crossing	Sr. LIHTC	0	0	15	18	49	44	0	0	126
Parkview Court Apartments	LIHTC	0	0	0	0	0	12	0	0	12
Provincetown Green Communities	LIHTC	0	0	17	30	37	0	0	0	84
Redtail Ponds (Family/Homeless)	PSH	40	0	0	6	14	0	0	0	60
Reflections Senior Apartments	Sr. LIHTC	0	0	0	50	21	0	0	0	71
Residences at Oakridge	LIHTC	0	0	0	0	0	22	0	0	22
Springfield Court	LIHTC	0	0	0	22	26	14	0	0	62
Swallow Road Apartments	LIHTC	0	0	5	13	26	40	0	0	84
Village on Cunningham	LIHTC	0	0	0	0	0	54	0	0	54
Village on Elizabeth	LIHTC	0	0	6	23	13	6	0	0	48
Village on Horsetooth	LIHTC	0	0	43	0	0	52	0	0	95
Village on Plum	LIHTC	0	0	0	0	0	94	0	0	94
Village on Redwood	LIHTC	0	0	13	10	19	29	0	0	71
Village on Richmond	LIHTC	0	0	0	0	26	94	0	0	120
Village on Shields	LIHTC	0	0	0	0	26	256	0	0	282
Village on Stanford	LIHTC	0	0	10	35	21	16	0	0	82
Village on Windmill	LIHTC	0	0	0	0	0	91	0	0	91
Woodbridge Senior Apartments	Sr. LIHTC	0	0	0	49	0	0	0	0	49
Woodlands Apartments	LIHTC	0	0	0	0	23	92	0	0	115
Total Existing, January 2024		**282**	**4**	**186**	**455**	**737**	**1,611**	**41**	**14**	**3,330**
Total Existing Family, January 2024		**182**	**0**	**117**	**288**	**572**	**1,470**	**29**	**8**	**2,666**
Planned/Under Construction Units										
Subject	LIHTC/Subsidized	25	0	0	0	0	48	0	0	73
Village on Impala	LIHTC	18	0	15	0	0	53	0	0	86
Heartside Hill	LIHTC	16	0	0	0	5	50	0	0	71
Total Family/Senior Planned/Under Construction		**59**	**0**	**15**	**0**	**5**	**151**	**0**	**0**	**230**
Total		**341**	**4**	**201**	**455**	**742**	**1,762**	**41**	**14**	**3,560**

Source: CHFA; Survey by Prior & Associates, January 2024

G. Vacancy Rates

In January 2024, the overall surveyed vacancy rate in the PMA was 3.5%. Vacancies were highest in four-bedroom dwellings and lowest in one-bedroom units. The managers of two market-rate properties, Arbors at Sweetgrass and Aspenleaf Apartments, did not disclose vacancies by unit type, and those projects are shown as undistributed below as a result.

VACANCY RATES OF SURVEYED RENTAL UNITS			
Unit Type	**Number**	**Vacant**	**Vacancy Rate**
One Bedroom	225	6	2.7%
Two Bedrooms	902	29	3.2%
Three Bedrooms	457	18	3.9%
Four Bedrooms	16	1	6.3%
Undistributed	602	23	3.8%
Total	**2,202**	**77**	**3.5%**

Source: Survey by Prior & Associates, January 2024

The surveyed Class B LIHTC projects, Lakeview on the Rise and Provincetown Green, were built in 2011 or 2020 and are in above average condition. They were 2.3% vacant and did not have waitlists.

The surveyed Class C LIHTC and mixed-income properties were built between 1996 and 1985, four of which were renovated between 2012 and 2022, and are in average or above average condition. They were 4.0% vacant overall, including 3.7% at LIHTC units only, and one had a waitlist with four applicants. However, their vacancy rate was skewed upward by an underperforming project, Woodlands Apartments, which was 7.8% vacant reportedly due to a recent influx in evictions and typical turnover, and lowers to 2.8% when this project was excluded.

The surveyed Class B market-rate properties were built from 2009 to 2021 and are in above average or excellent condition. They were 3.2% vacant and did not have waits.

The surveyed Class C market-rate properties, Arbors at Sweetgrass and Aspenleaf Apartments, were built in 1971 or 1982, renovated from 2015 to 2023, and are in average condition. They were 3.8% vacant and the managers did not have waitlists.

VACANCY RATES OF SURVEYED RENTAL UNITS

Unit Type	Total	Class B LIHTC	Class C LIHTC	Class B Market	Class C Market
One Bedroom	2.7%	2.1%	0.0%	3.1%	---
Two Bedrooms	3.2%	2.4%	3.4%	3.4%	---
Three Bedrooms	3.9%	2.0%	5.0%	2.8%	---
Four Bedrooms	6.3%	---	6.3%	---	---
Undistributed	3.8%	---	---	---	3.8%
Total	**3.5%**	**2.3%**	**4.0%**	**3.2%**	**3.8%**

Source: Survey by Prior & Associates, January 2024

Completion of the subject and all other units in the development pipeline could have an adverse impact on the occupancy levels of existing apartments in the market area. According to Claritas, PMA is gaining 334 renter households per year and will gain 668 renters over the next two years. It is likely that the Claritas data is understated given that CoStar reported an average of 520 units being absorbed per year over the past five years.

The primary market area, which has 30,960 renter households and a 3.5% vacancy rate, can add 465 new rental units without exceeding a 5.0% vacancy rate, which is generally considered a balanced rental market. The PMA's pent-up demand for 465 units, coupled with the projected increase of 668 renter households over the next two years, indicates that the PMA can add a total of 1,134 new rental units over the next two years without exceeding a 5.0% vacancy rate. This level of demand is not sufficient enough to absorb all 1,906 units in the development pipeline, including the subject. Consequently, if the subject and all other units in the pipeline proceed to completion, the PMA's rental vacancy rate will increase to 6.9% and be above a balanced threshold. However, Claritas' renter forecasts appear understated when considering recent absorption trends. If the market area continues to absorb 520 units per year, the overall vacancy rate will only increase to 5.8%. Additionally, 88% of the new units in the pipeline are market-rate, indicating that any negative impact on vacancies will be focused on market-rate apartments.

IMPACT ON VACANCY RATES			
Units Needed for Market Balance			
Renter Household Increase			668
Existing Renters		30,960	
Vacancies in Balanced	5.0%	1,548	
Current Vacancy Rate	3.5%	1,083	
Pent Up Demand		465	465
Total Demand			1,134
Units In Pipeline			1,906
Stabilized Occupancy			95%
Adjusted Units in Pipeline			1,811
Net Demand			-677
Impact On Vacancy Rates			
	2024	***Change***	***2026***
Rental Units	32,082	1,906	33,988
Occupied Renter Units	30,960	668	31,628
Vacant Units	1,122		2,359
Current Vacancy Rate	3.5%		6.9%

Source: Claritas, Analysis by Prior & Assoc iates

H. Rents

Three of the 12 surveyed properties were offering concessions in January 2024. Ridgewood Hills is a Class B market-rate property that was offering a month free on its one- and two-bedroom units only, Arbors at Sweetgrass is another market-rate property offering a $1,000 move-in credit, while Buffalo Run is a mixed-income project that was discounting its two-bedroom market-rate rent $80 per month.

The following rent analysis uses the surveyed project's adjusted rents, which were adjusted for any tenant utility costs differences when compared to the subject. Although it will use project-specific utilities allowances, the standard utility allowance from Housing Catalyst was utilized to make uniform adjustments.

The Class B LIHTC properties were built in 2011 or 2020 and are in above average condition. The sponsor's proposed 60% AMI rents are 1% higher than the adjusted Class B 60% AMI units. One of these projects only has 60% AMI units, while the other offers units restricted at 50% AMI and below. The subject's proposed 30% and 50% AMI rents are excluded from the comparisons because they are contract rents.

The surveyed Class C LIHTC and mixed-income properties were built between 1996 and 1985, four of which were renovated between 2012 and 2022, and are in average or above average condition. The subject's proposed 60% AMI rents are 1% lower to 3% higher than the average adjusted Class C 60% AMI rents.

SURVEYED ADJUSTED LIHTC RENTS											
	Class B-30% AMI	Class B-50% AMI	Class B-60% AMI	Class C-30% AMI	Class C-50% AMI Range		Class C-50% AMI Average	Class C-60% AMI Range		Class C-60% AMI Average	Subject 60% AMI
One Bedroom	----	----	$1,197	---	$879	$1,016	$961	$1,229	$1,229	$1,229	$1,212
Two Bedroom	$573	$1,033	$1,427	$573	$1,033	$1,337	$1,177	$1,086	$1,500	$1,408	$1,448

Source: Survey by Prior & Associates, January 2024

The table compares the rents at the subject and the Class B comparables to the LIHTC rent maximums. One of these projects was attaining 60% AMI rents just below (1%-2%) the maximums,

while the other, Provincetown Green, had rents set 13% to 14% below the rent limits but has non-profit ownership that is likely restricting rents at an artificially low level to increase their value.

SUBJECT PROPOSED AND SURVEYED LIHTC PROJECTS RENTS BY PERCENT OF MAXIMUMS

Subject (Proposed)			Lakeview on the Rise			Provincetown Green		
BR Type	AMI	% of Max	BR Type	AMI	% of Max	BR Type	AMI	% of Max
1BR	30%	N/A	1BR	60%	98.6%	2BR	30%	85.7%
2BR	30%	N/A	1BR	60%	98.6%	2BR	30%	85.7%
1BR	50%	N/A	2BR	60%	98.5%	3BR	30%	85.8%
2BR	50%	N/A	2BR	60%	98.5%	2BR	40%	86.7%
1BR	60%	100.0%	3BR	60%	98.4%	2BR	40%	86.7%
2BR	60%	100.0%	3BR	60%	98.4%	3BR	40%	86.8%
						2BR	50%	87.4%
						2BR	50%	87.4%
						3BR	50%	87.3%

Source: Survey by Prior & Associates, January 2024

The rents in the following table are for the surveyed Class C LIHTC properties. Windtrail Park and Care at Greenbriar, Swallow Road and Fairbrooke Heights all had rents set below the maximums, but also have non-profit sponsors. The other properties were attaining were attaining rents at or slightly above the maximums. The rents that were above the maximums were highly likely due to the use of project-specific utility allowances, which can allow for higher net rents. Based on the precedent and 97% occupancy of the surveyed LIHTC properties, coupled with the projected renter growth and relatively limited number of other LIHTC projects in the pipeline, the maximum allowable 30%, 50% and 60% AMI rents are attainable for the subject.

SUBJECT PROPOSED AND SURVEYED LIHTC PROJECTS RENTS BY PERCENT OF MAXIMUMS

Care at Greenbriar			Windtrail Park			Care at Swallow Road			Care at Fairbrooke Heights			Woodlands Apartments			Buffalo Run			Bull Run		
BR Type	AMI	% of Max	BR Type	AMI	% of Max	BR Type	AMI	% of Max	BR Type	AMI	% of Max	BR Type	AMI	% of Max	BR Type	AMI	% of Max	BR Type	AMI	% of Max
2BR	50%	87.4%	2BR	30%	85.7%	2BR	30%	12.0%	2BR	30%	85.7%	1BR	50%	101.3%	2BR	40%	109.9%	2BR	50%	103.1%
3BR	50%	87.3%	2BR	40%	86.7%	3BR	30%	12.1%	2BR	30%	85.7%	2BR	50%	101.1%	3BR	40%	112.2%	2BR	50%	103.1%
3BR	60%	73.6%	3BR	40%	86.8%	2BR	40%	88.4%	2BR	40%	86.7%	3BR	50%	101.1%	3BR	50%	110.8%	3BR	50%	103.0%
			2BR	50%	87.4%	2BR	50%	88.3%	1BR	50%	88.5%	2BR	60%	100.9%				4BR	50%	102.9%
			2BR	60%	87.7%	3BR	50%	88.3%	2BR	50%	87.4%	3BR	60%	100.9%				2BR	60%	103.3%
						3BR	60%	80.6%										3BR	60%	103.2%
																		4BR	60%	103.1%

Source: Survey by Prior & Associates, January 2024

The surveyed Class B market-rate properties were built between 2009 and 2021, and are in above average or excellent condition. The subject's proposed 60% AMI rents are 24% or 28% lower than the average adjusted Class B market-rate rents, while the surveyed Class B 60% AMI rents are similarly 25% or 29% less. The pro forma 30% and 50% AMI rents are Section 8 contract rents, which are 23% or 24% below the Class B market-rate averages.

The surveyed Class C market-rate properties, Arbors at Sweetgrass and Aspenleaf Apartments, were built in 1971 or 1982, renovated from 2015 to 2023, and are in average condition. The subject's proposed 60% AMI rents are 11% or 18% below the Class C average market-rate rents, but the average Class C 60% AMI rents are only 14% to 17% less.

SURVEYED ADJUSTED MARKET-RATE RENTS						
Unit Type	Class B Market			Class C Market		
	Range		Average	Range		Average
One Bedroom	$1,469	$1,818	$1,678	$1,317	$1,563	$1,478
Two Bedrooms	$1,617	$2,573	$1,903	$1,468	$1,718	$1,628
Source: Survey by Prior & Associates, January 2024						

The precedent of the LIHTC comparables suggests that a significant discount to market is not needed at 60% AMI, especially for Class C projects. However, the Class B market-rate and LIHTC projects are most similar in terms of quality, amenities and condition. The average 50% AMI rents at the Class B properties provide a 34% to 46% rent advantage to the Class B adjusted market-rate rents, while average surveyed 60% AMI rents are 25% or 29%. The subject's proposed 60% AMI rents provide a similar discount to market, are a good value for low-income tenants, and it will be able to match the precedent of the LIHTC comparables as a result.

V. DEMAND

E. Income and Size Qualification Criteria

The subject will appeal to households who have sufficient incomes to pay the proposed rents and want one of the unit types that the subject will offer. Commercial underwriters and owners of conventional market-rate projects generally require that the monthly contract rent should not exceed one-third of a tenant's income. They increase the ratio to 40% for income-restricted projects and occasionally 50% for developments targeted to low-income elderly households. This analysis assumes a 35% rent-to-income ratio per standard underwriting guidelines.

This analysis assumes that one-bedroom units have one or two persons, two-bedroom units have two to four people, and three-bedroom units have three to six persons. The subject will consist of one-and two-bedroom units and can target renter households with one to four persons.

F. Required Capture Rate

The following table calculates the number of income- and size qualified renter households in the primary market area by applying the specific income threshold for the subject's units at each renter household size. This calculation is applied to both existing renter households and two years of projected growth. These two figures are added together to give the total number of income- and size-eligible renter households for the subject's units when it comes online.

The capture rate analysis indicated that the subject, with rental assistance, would have to attract 0.7% of the income and size-qualified renter households in its primary market area to attain stabilized occupancy. The subject's required market share is attainable considering that the surveyed LIHTC units were 97% occupied and have consistently maintained high occupancy rates while there are only two other LIHTC properties in the PMA that will come online well before the completion of the subject, coupled with the excellent value that its rental assistance offers.

SUBJECT'S TARGET INCOME RANGE BY HOUSEHOLD SIZE, ALL UNITS-PBV							
	Minimum Rent		Minimum Income		Maximum Income		
1 Person	$0		$0		$47,760		
2 Person	$0		$0		$54,540		
3 Person	$0		$0		$61,380		
4 Person	$0		$0		$68,160		
RENTER HOUSEHOLD DEMAND BY INCOME AND SIZE, PMA, 2023							
	1 Person	2 Person	3 Person	4 Person	5 Person	6+ Person	Total
Less than $10,000	1,648	644	302	71	0	0	2,665
$10,000-$20,000	1,418	897	608	186	0	0	3,109
$20,000-$30,000	1,486	1,132	699	241	0	0	3,558
$30,000-$40,000	1,032	853	483	267	0	0	2,635
$40,000-$50,000	868	1,277	355	105	0	0	2,605
$50,000-$60,000	0	456	410	264	0	0	1,130
$60,000-$75,000	0	0	70	183	0	0	253
Total	**6,452**	**5,259**	**2,927**	**1,317**	**0**	**0**	**15,955**
RENTER HOUSEHOLD DEMAND FROM GROWTH, PMA, 2023-2025							
	1 Person	2 Person	3 Person	4 Person	5 Person	6+ Person	Total
Less than $10,000	-32	-23	-8	-5	0	0	-68
$10,000-$20,000	-51	-55	-26	-4	0	0	-136
$20,000-$30,000	-44	-75	-46	-6	0	0	-171
$30,000-$40,000	25	-7	9	-3	0	0	24
$40,000-$50,000	-25	-43	-9	0	0	0	-77
$50,000-$60,000	0	-11	-19	-8	0	0	-38
$60,000-$75,000	0	0	2	-2	0	0	0
Total	**-127**	**-214**	**-97**	**-28**	**0**	**0**	**-466**
Total Income and Size Qualified Renter Households							**15,489**
Subject's Total Proposed Units							73
Capture Rate							**0.5%**
Source: Claritas; Ribbon Demographics; HUD; Project Sponsor; Analysis by Prior & Associates							

The table below illustrates the required capture rate for the subject without rental assistance in place and with rents set at the maximum allowable 30% AMI amounts, which is 0.8%. This rate is also well below average for a market area and attainable.

SUBJECT'S TARGET INCOME RANGE BY HOUSEHOLD SIZE, ALL UNITS							
	Minimum Rent		Minimum Income		Maximum Income		
1 Person	$573		$19,646		$47,760		
2 Person	$573		$19,646		$54,540		
3 Person	$681		$23,349		$61,380		
4 Person	$681		$23,349		$68,160		
RENTER HOUSEHOLD DEMAND BY INCOME AND SIZE, PMA, 2023							
	1 Person	2 Person	3 Person	4 Person	5 Person	6+ Person	Total
$10,000-$20,000	50	32	0	0	0	0	82
$20,000-$30,000	1,486	1,132	465	160	0	0	3,243
$30,000-$40,000	1,032	853	483	267	0	0	2,635
$40,000-$50,000	868	1,277	355	105	0	0	2,605
$50,000-$60,000	0	456	410	264	0	0	1,130
$60,000-$75,000	0	0	70	183	0	0	253
Total	**3,436**	**3,750**	**1,783**	**979**	**0**	**0**	**9,948**
RENTER HOUSEHOLD DEMAND FROM GROWTH, PMA, 2023-2025							
	1 Person	2 Person	3 Person	4 Person	5 Person	6+ Person	Total
$10,000-$20,000	-2	-2	0	0	0	0	-4
$20,000-$30,000	-44	-75	-30	-4	0	0	-153
$30,000-$40,000	25	-7	9	-3	0	0	24
$40,000-$50,000	-25	-43	-9	0	0	0	-77
$50,000-$60,000	0	-11	-19	-8	0	0	-38
$60,000-$75,000	0	0	2	-2	0	0	0
Total	**-46**	**-138**	**-47**	**-17**	**0**	**0**	**-248**
Total Income and Size Qualified Renter Households							**9,700**
Subject's Total Proposed Units							73
Capture Rate							**0.8%**
Source: Claritas; Ribbon Demographics; HUD; Project Sponsor; Analysis by Prior & Associates							

The required market share for the subject's 30% AMI units is 0.2%.

SUBJECT'S TARGET INCOME RANGE BY HOUSEHOLD SIZE, 30% AMI UNITS			
	Minimum Rent	Minimum Income	Maximum Income
1 Person	$573	$19,646	$23,880
2 Person	$573	$19,646	$27,270
3 Person	$681	$23,349	$30,690
4 Person	$681	$23,349	$34,080

RENTER HOUSEHOLD DEMAND BY INCOME AND SIZE, PMA, 2023							
	1 Person	2 Person	3 Person	4 Person	5 Person	6+ Person	Total
$10,000-$20,000	50	32	0	0	0	0	82
$20,000-$30,000	577	823	465	160	0	0	2,025
$30,000-$40,000	0	0	33	109	0	0	142
Total	**627**	**855**	**498**	**269**	**0**	**0**	**2,249**

RENTER HOUSEHOLD DEMAND FROM GROWTH, PMA, 2023-2025							
	1 Person	2 Person	3 Person	4 Person	5 Person	6+ Person	Total
$10,000-$20,000	-2	-2	0	0	0	0	-4
$20,000-$30,000	-17	-54	-30	-4	0	0	-105
$30,000-$40,000	0	0	1	-1	0	0	0
Total	**-19**	**-56**	**-29**	**-5**	**0**	**0**	**-109**

Total Income and Size Qualified Renter Households	**2,140**
Subject's Total Proposed Units	4
Capture Rate	**0.2%**

Source: Claritas; Ribbon Demographics; HUD; Project Sponsor; Analysis by Prior & Associates

The capture rate for the 50% AMI units is 0.9%.

SUBJECT'S TARGET INCOME RANGE BY HOUSEHOLD SIZE, 50% AMI UNITS			
	Minimum Rent	Minimum Income	Maximum Income
1 Person	$999	$34,251	$39,800
2 Person	$999	$34,251	$45,450
3 Person	$1,192	$40,869	$51,150
4 Person	$1,192	$40,869	$56,800

RENTER HOUSEHOLD DEMAND BY INCOME AND SIZE, PMA, 2023							
	1 Person	2 Person	3 Person	4 Person	5 Person	6+ Person	Total
$30,000-$40,000	573	490	0	0	0	0	1,063
$40,000-$50,000	0	696	324	96	0	0	1,116
$50,000-$60,000	0	0	47	180	0	0	227
Total	**573**	**1,186**	**371**	**276**	**0**	**0**	**2,406**

RENTER HOUSEHOLD DEMAND FROM GROWTH, PMA, 2023-2025							
	1 Person	2 Person	3 Person	4 Person	5 Person	6+ Person	Total
$30,000-$40,000	14	-4	0	0	0	0	10
$40,000-$50,000	0	-23	-8	0	0	0	-31
$50,000-$60,000	0	0	-2	-6	0	0	-8
Total	**14**	**-27**	**-10**	**-6**	**0**	**0**	**-29**

Total Income and Size Qualified Renter Households	**2,377**
Subject's Total Proposed Units	21
Capture Rate	**0.9%**

Source: Claritas; Ribbon Demographics; HUD; Project Sponsor; Analysis by Prior & Associates

The 60% AMI capture rate is 1.6%.

SUBJECT'S TARGET INCOME RANGE BY HOUSEHOLD SIZE, 60% AMI UNITS			
	Minimum Rent	Minimum Income	Maximum Income
1 Person	$1,212	$41,554	$47,760
2 Person	$1,212	$41,554	$54,540
3 Person	$1,448	$49,646	$61,380
4 Person	$1,448	$49,646	$68,160

RENTER HOUSEHOLD DEMAND BY INCOME AND SIZE, PMA, 2023							
	1 Person	2 Person	3 Person	4 Person	5 Person	6+ Person	Total
$40,000-$50,000	694	1,079	13	4	0	0	1,790
$50,000-$60,000	0	456	410	264	0	0	1,130
$60,000-$75,000	0	0	70	183	0	0	253
Total	**694**	**1,535**	**493**	**451**	**0**	**0**	**3,173**

RENTER HOUSEHOLD DEMAND FROM GROWTH, PMA, 2023-2025							
	1 Person	2 Person	3 Person	4 Person	5 Person	6+ Person	Total
$40,000-$50,000	-20	-36	0	0	0	0	-56
$50,000-$60,000	0	-11	-19	-8	0	0	-38
$60,000-$75,000	0	0	2	-2	0	0	0
Total	**-20**	**-47**	**-17**	**-10**	**0**	**0**	**-94**

Total Income and Size Qualified Renter Households	**3,079**
Subject's Total Proposed Units	48
Capture Rate	**1.6%**

Source: Claritas; Ribbon Demographics; HUD; Project Sponsor; Analysis by Prior & Associates

The total number of income- and size-qualified renter households for all LIHTC units in the PMA was determined by using the lowest surveyed 30% AMI rents to determine the minimum required income and the 60% AMI maximums to establish the top of the range. There are 10,229 income- and size-qualified renter households in the PMA for the LIHTC dwellings. Completion of the subject's renovation, as well as those planned or under construction in the market area, will raise the LIHTC inventory to 3,560 units. The number of LIHTC units at the subject, in competitive existing projects and in the development pipeline has been adjusted to stabilized occupancy. If all of these units attain stabilized occupancy, they will have an aggregate penetration rate of 33.1%, a slight increase from the existing rate of 30.9%.

REQUIRED PENETRATION RATE	
	LIHTC
Income-Eligible Renter Households	10,229
Existing LIHTC Units	3,330
LIHTC Units Planned/Under Construction	157
LIHTC Units in Subject	73
Total LIHTC Units	3,560
Stabilized Occupancy %	95%
Adjusted Total LIHTC Units	3,382
Penetration Rate	**33.1%**

Source: Claritas; Ribbon Demographics; Analysis by Prior & Asso

VI. CONCLUSIONS & RECOMMENDATIONS

There is demand for additional family LIHTC rental housing in the PMA, as evidenced by the 97% surveyed occupancy rate at LIHTC properties, which also reported consistently high occupancy rates in previous market surveys. Furthermore, the PMA is gaining 334 renter households annually and there are only two other LIHTC projects with 157 units in the development pipeline, which will come online well before the completion of the subject. CoStar shows the PMA absorbed 520 units since the beginning of 2018, while its vacancy rate declined during this period, and the market will have ample time to absorb the other new LIHTC supply in the pipeline. These factors will support continued high

occupancy rates and pent-up demand for affordable housing in the PMA while the subject's required capture rate is low and attainable. The precedent of the LIHTC comparables with for-profit sponsors indicates that the maximum allowable 30%, 50% and 60% AMI rents are attainable under current market conditions and will provide a discount to the average Class B market-rate rents of at least 24% and are a good value for low-income renters in the PMA.

Affordable Housing Proposal - 2024 Spring

Project Name:__Village on Eastbrook_____

FUNDING SOURCES/REVENUES

Description		Committed Funds (A)	+	Anticipated Funds (B)	=	Total Funds (C)
Federal Government Sources						
Federal LIHTC Equity +Solar TC Equity		$0	+	$17,559,341	=	$17,559,341
			+		=	$0
			+		=	$0
			+		=	$0
				Federal Total =		$17,559,341
State Government Sources						
Colorado Division of Housing (DOH)		$0	+	$3,650,000	=	$3,650,000
CHFA Prop 123 Seller Carry		$1,449,000	+	$0	=	$1,449,000
			+		=	$0
			+		=	$0
				State Total =		**$5,099,000**
Local Sources (includes government and non-foundation sources)						
City of Fort Collins		$0	+	$1,500,000	=	$1,500,000
			+		=	$0
			+		=	$0
			+		=	**$0**
				Local Total =		**$1,500,000**
Foundations						
			+		=	$0
			+		=	$0
			+		=	$0
			+		=	$0
				Foundations, etc. Total =		**$0**
Fundraising/Donations/Etc.						
Villages LTD Equity Contribution		$2,000,000	+	$0	=	$2,000,000
Partnership Fee Equity		$0	+	$5,000,000	=	$5,000,000
			+		=	$0
			+		=	$0
				Fundraising Total =		**$7,000,000**
Fees for Services						
Housing Catalyst (Deferred Developer fee)		$1,320,359	+	$0	=	$1,320,359
			+		=	$0
			+		=	$0
			+		=	$0
				Fees for Services Total =		**$1,320,359**
				Total Revenues from all Categories =		**$32,478,700**

Narrative

Villages Ltd is committing up to $2,000,000 in equity to the project. Housing Catalyst is committed to deferring up to 43% of our developer fee. Housing Catalyst will apply for non-competitive Low Income Housing Tax Credits (LIHTC) which will result in Tax Credit Equity. After the award of LIHTC from CHFA, Housing Catalyst will apply for funding from Colorado Division of Housing as they require a LIHTC award prior to applying for their funding.

Sources and Uses of Funds Worksheet

Applicant Name: _Housing Catalyst_____

Funding Year/Cycle: _2024_____

	Project Activities	Total Project Cost	City Funds Request	Other Funding Amount	Other Funding Source
A.	**Acquisition Costs**				
	1. Land	$1,610,000.00		$1,610,000.00	Prop 123
	2. Existing Structures	$0.00			
	3. Appraisals	$14,000.00		$14,000.00	LIHTC
	4. Soils Tests	$12,500.00		$12,500.00	LIHTC
	5. Survey	$25,000.00		$25,000.00	LIHTC
	6. Other - Real Estate Legal Fees	$145,000.00		$145,000.00	LIHTC
	7. Other				
B.	**Construction Costs**				
	1. Building Permit Fees (all City Fees)	$2,190,000.00		$2,190,000.00	LIHTC
	2. Tap Fees	included above			
	3. Off-Site Infrastructure	$0.00			
	4. Construction/Rehab	$19,679,888.00	$1,500,000.00	$18,179,888.00	LIHTC, DOH, Villages, Deferred Fee, Partnership Fee Equity
	5. Landscaping	included above			
	6. Contingency (owner)	$1,024,227.00		$1,024,227.00	LIHTC
	7. Other - General Contractor (O&P)	$629,645.00		$629,645.00	LIHTC
	8. Other - Inspections	$96,000.00		$96,000.00	LIHTC
C.	**Design Fees**				
	1. Architect Fee	$570,000.00		$570,000.00	LIHTC
	2. Engineering Fee	$75,000.00		$75,000.00	LIHTC
	3. Other - Market Study	included above			
	4. Other - Capital Needs Assessment	$0.00			
	5. Traffic Study	$8,500.00		$8,500.00	LIHTC
D.	**Interim Costs**				
	1. Construction Insurance	$353,631.00		$353,631.00	LIHTC
	2. Const. Loan Origin Fee	$61,750.00		$61,750.00	LIHTC
	3. Construction Interest	$1,232,000.00		$1,232,000.00	LIHTC
	4. Consultants - Construction Legal	$25,000.00		$25,000.00	LIHTC
	5. Taxes during Construction	$0.00			
	6. Other - Title Insurance	$85,000.00		$85,000.00	LIHTC
	7. Other - Soft Cost Contingency	$75,000.00		$75,000.00	LIHTC
	8. Other - Utilities During Construction	$60,000.00		$60,000.00	LIHTC
E.	**Perm. Financing Fees/Deposits**				
	1. Loan Fees & Expenses	$89,950.00		$89,950.00	LIHTC
	2. Attorney Fees	$290,000.00		$290,000.00	LIHTC
	3. LIHTC Fees	$209,545.00		$209,545.00	LIHTC
	4. Developer's Fee	$3,100,000.00		$3,100,000.00	LIHTC
	5. Operating Reserve	$503,764.00		$503,764.00	LIHTC
	6. Other - Tax Credit Consultant	$150,000.00		$150,000.00	LIHTC
	7. Other - Cost Certification	$68,000.00		$68,000.00	LIHTC
F.	**Tenant Relocation**				
	1. Temporary Relocation	$0.00			
	2. Permanent Relocation	$0.00			
G.	**Project Management**				
	1. Marketing / Lease up	$75,000.00		$75,000.00	LIHTC
	2. Project Management	$0.00			
	3. Consultants - Organization Costs	$0.00			
	4. Other	$0.00			
	5. Other	$0.00			
H.	**Homebuyer Assistance**				
	1. Downpayment Assistance	$0.00			
	2. Closing Costs	$0.00			
	3. Interest Rate Buy Down	$0.00			
	4. Case Management	$0.00			
	5. Other	$0.00			
	6. Other	$0.00			
I.	**Tenant Based Rental Assistance**				
	1. Rent Payments	$0.00			
	2. Case Management	$0.00			
	3. Other	$0.00			
J.	**General Administration**				
	1. Salaries/Benefits	$0.00			
	2. Operating/Supplies	$0.00			
	3. Travel	$0.00			
	4. Audit	$0.00			
	5. Environmental Review/Assessment	$20,300.00		$20,300.00	LIHTC
	6. Environmental Notification	$0.00			
	Total Costs	**$0.00**	**$0.00**	**$0.00**	
		$32,478,700.00	**$1,500,000.00**	**$30,978,700.00**	

Vanessa Fenley

From: Kim Iwanski <kiwanski@carecommunitiesnoco.org>
Sent: Thursday, December 18, 2025 9:25 AM
To: Vanessa Fenley
Cc: Susan Beck-Ferkiss; Steve Kuehneman; Tatiana Zentner
Subject: [EXTERNAL] Windtrail Park Rehabilitation - City Capital Fund Request
Attachments: Simplified Windtrail-Sources and Uses Worksheet for AHCF Request 12.17.25.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Hello Vanessa-

CARE Communities is preparing a major renovation of Windtrail Park Apartments. We have secured funding commitments from the City through CDBG funds, Low-Income Housing Tax Credits through CHFA, and Housing Development Grant (HDG) funding from the Colorado Division of Housing.

Since our initial request to the City in early 2025, federally imposed tariffs have significantly increased project costs. In addition, we lost one anticipated funding source, and another was reduced by more than one-third. To address these challenges, we have scaled back elements of the original project scope wherever possible in order to reduce costs. Despite these efforts, a funding gap remains. As a result, we are requesting additional assistance from the City through the CCIP–Affordable Housing Capital Fund to help mitigate the increased costs and loss of funding.

Funding Request

- **Amount Requested:** $950,000
- **Total Project Cost:** $18,573,766
- **Development Cost per Unit:** $371,475
- **Construction Cost per Unit:** $156,440
- **Anticipated Closing Date:** February 25, 2025

Project Financing / Funding (All sources secured unless noted)

- City of Fort Collins CDBG: $1,000,000
- Colorado Division of Housing: $950,000
- Federal Tax Equity: $6,983,894
- Permanent Loan: $3,500,000
- Deferred Developer Fee: $739,872
- CARE Seller Loan: $4,450,000
- CCIP-AHCF Request (in process): $950,000

Reason for Funding Request

- Construction costs have increased by more than $700,000 since the original estimate due to anticipated tariffs on materials and the added cost of American-made materials required to comply with the Build America Buy America (BABA) program.

- Soft costs have also increased over the past year, including expenses for a BABA consultant, a relocation consultant, additional design team time for BABA reviews and compliance, and increased legal fees.

- In our original financial modeling, we anticipated applying for $500,000 from Larimer County through a proposed housing preservation fund. This fund was ultimately not established, resulting in the loss of this potential funding source.

- During conceptual meetings with the Colorado Division of Housing in 2024, we anticipated requesting approximately $30,000 per unit for the Windtrail rehabilitation, consistent with funding parameters at that time. As funding availability and competition evolved, we were advised to limit our request to under $1 million. Accordingly, we reduced our request from $1.5 million to $950,000, which has since been awarded.

Cost-Saving Measures Implemented

- Scaled back landscaping to replacement of only dead plants
- Reduced overall site scope, including patching rather than full replacement of asphalt, minimal concrete repairs for ADA accessibility, and reduced design of trash enclosure replacements
- Reduced the scope of community gardens
- Eliminated a proposed community gathering area
- Reduced the scope of the community building expansion
- Reused existing equipment where possible, including retaining exterior light poles and replacing only the light heads
- Substituted higher-efficiency amenities with alternatives that still meet energy efficiency requirements at a lower cost
- Substituted other materials throughout the project with lower cost alternatives

There have been no substantive changes to the project from what was outlined in the original competitive process.

Attached is the current sources and uses spreadsheet, which highlights changes from the original submission along with explanations for those changes.

Please let me know if you have any questions or need additional information. If you would prefer that this request be submitted as a formal attachment, I would be happy to do so.

Thank you for considering our request.
Kim

Kim Iwanski, Director of Housing Development
CARE Communities | 1303 W. Swallow Road, Bldg 11 | Fort Collins, CO 80526
Cell: 970.218.1829
carecommunitiesnoco.org

Learn about CARE's new brand

City of Fort Collins Social Sustainability

Powered by ZoomGrants™ and

City of Fort Collins
Social Sustainability
Social Sustainability
FY25 Spring Housing
Deadline: 2/18/2025

CARE Communities

Windtrail Park Rehabilitation

Jump to: Pre-Application Application Questions Documents

$ 1,000,000.00 Requested

Submitted: 2/18/2025 4:45:51 AM (Pacific)

Project Contact
Kim Iwanski
kiwanski@carecommunitiesnoco.org
Tel: 970-218-1829

Additional Contacts
none entered

CARE Communities

1303 W Swallow Rd
Building 11
Fort Collins, CO 80526
United States

Executive Director
Steve Kuehneman
skuehneman@carecommunitiesnoco.org

Telephone970-218-1829
Fax
Web www.carecommunitiesnoco.org

Pre-Application *top*

1. Which describes the "type" of applicant for this project (the lead applicant if more than one)?

- ☐ Public Organization
- ☑ Community Housing Development Organization (CHDO)
- ☐ Private For-Profit Organization Developer
- ☐ Private Non-Profit Organization

2. What specifically are you seeking funding for?

- ☐ Housing acquisition
- ☐ Land acquisition
- ☐ New construction costs
- ☐ Homeownership rehab
- ☑ Rehab of existing rental housing
- ☐ Homeownership assistance
- ☐ Other

3. Which category of housing will this funding request assist?

- ☑ Rental
- ☐ Homeownership
- ☐ Both Rental & Homeownership

4. Which of these 6 outcomes of the City's Housing Strategic Plan does this project address?
Visit the Resources & Downloads page to view the Housing Strategic Plan: https://www.fcgov.com/housing/files/20-22913-

housing-strategic-plan-no-appendices.pdf?161

- ☐ Increase housing supply and affordability
- ☐ Increase housing diversity and choice
- ☐ Increase stability and/or renter protections

- [ ] Improve housing equity
- [x] Preserves existing affordable housing
- [ ] Increase accessibility

5. Provide a brief description of the PROJECT/PROGRAM for which you are requesting funding.
CARE Communities is a community-based non-profit organization founded in 1992 to help meet the housing needs of households earning low to moderate incomes in Northern Colorado. In 2026, we will renovate/rehabilitate the CARE apartments at Windtrail Park.

Windtrail Park, built in 2001, is a 50-unit multifamily affordable housing community with 40 units located at 2120 Bridgefield Lane and 10 units located across the street at 945 Rolland Moore Drive in Fort Collins. Windtrail is comprised of 13 residential buildings, a community clubhouse, and a community garden.

This rehabilitation will provide much-needed updates to this aging property that has not been renovated since it was built. Key features of the rehab will include energy-efficient appliances, lighting, and water fixtures, along with the addition of central air conditioning and washers/dryers. Additionally, the site's concrete, asphalt, and landscaping will be significantly improved.

CARE Communities will be the general partner, developer, owner, and property manager.

6. What is the location of your project? Provide census tract, parcel number, and address, if known.
CARE Communities - Windtrail

2120 Bridgefield Ln, Fort Collins, CO 80526
LOT 1, CARE HOUSING AT WINDTRAIL PARK PUD, FTC (2000035289)
Parcel Number
9723371001

945 Rolland Moore Dr, Fort Collins, CO 80526
LOT 2, CARE HOUSING AT WINDTRAIL PARK PUD, FTC (2000035289)
Parcel Number
9723371002

Census Tract: 001111

7. Does the applicant have site control, or a purchase option on the property?

- [x] Yes
- [ ] No
- [ ] N/A

8. What is the current zoning of the subject property? Has this been verified with the City of Fort Collins, who was contacted?
Medium Density Mixed Used Neighborhood (MMN)

Verified through GIS zoning map

9. What is the permitted use "category" of your project?
Residential: Multi-Family

10. Development Status: Has the project had a Conceptual Review?

- [ ] Yes
- [ ] No
- [x] Doesn't apply to this project

11. If answered "yes" to question #10, and the project requires a Conceptual Review, what is the name of the City Planner taking you through the process? (If not applicable, enter N/A).
N/A

12. If anwered "no" to question #10, and the project requires a Conceptual Review, why has the project not been through the process? (If not applicable, enter N/A).
N/A

Application Questions *top*

1. SAM (System for Award Management) Registration at www.sam.gov and issuance of a UEI number. Provide your UEI # and list your current status—active; no active exclusion records reported; in process, etc. (Be process more than two weeks prior to application).
UEI#: RMCQB3PK6A17 - Active

2. Based on your organization's most recent audit, were there any outcomes or findings that changed the way the organization does business? If yes, please cite examples from the audit that helped improve performance.
CARE Communities' recent audit dated November 13, 2024, did not contain any findings or outcomes that changed how the organization does business.

3. Summarize what you would like the City's funds to pay for. Discuss how funding meets the strategies and goals outlined in the Housing Strategic Plan (https://www.fcgov.com/housing/files/20-22913-housing-strategic-plan-no-appendices.pdf?1618855189). List the cost of each item and PRIORITIZE them.
CARE Communities is requesting City funds to assist in renovating/rehabilitating its Windtrail Park property. CARE Communities will be the General Partner, developer, owner, and property manager.

Windtrail Park is a welcoming community in central Fort Collins, offering two and three-bedroom single-story and two-story floor plans. The layout of this community provides charming courtyards nestled between the buildings, and the residents there enjoy a sense of community connection unique to this property. Its location, just a few blocks east of one of Fort Collins' largest city parks, makes it a prime location for families. In addition, these apartments are close to public transportation, along with a range of food services, schools, recreation facilities, and medical care.

Built in 2001, Windtrail Park consists of 50 apartments with 10 of those designated for seniors (55+). This property was developed with Low Income Housing Tax Credits and maintains affordability restrictions. The rehabilitation of this property will reset the affordability restrictions, ensuring it will remain affordable to the community for another 60 years.

This property has not undergone any renovation since it was built, thus the scope of this rehabilitation includes quite a few necessary updates. The most impactful update for residents will be new furnaces that include central air conditioning, as there is currently no central air conditioning in these apartments. Another significant upgrade for residents will be the installation of washers and dryers in each apartment. The renovation includes painting all interiors and exteriors, and replacing flooring, cabinets, and window coverings. We will replace all fixtures and appliances with energy star-rated products, including water heaters, lighting, windows, and water fixtures. Other amenities provided will include covered bicycle storage, community Wi-Fi, and an expanded residential clubhouse that will enhance our youth and resident services programming.

City Goals
Investing in this project will impact many of the goals in the 2021 Housing Strategic Plan.

Preservation: The City of Fort Collins has set a goal to preserve existing affordable housing. The rehabilitation of this property will preserve existing affordable housing and reset the affordability restrictions for at least another 60 years. Additionally, proceeds from this transaction will be directly invested into the creation of more affordable housing. CARE Communities will invest these funds into our 5-year pipeline of projects and leverage them to bring more funding into our community for future affordable housing.

Healthy Homes: Following the City goal of Healthy Homes, the rehabilitation of these properties will replace outdated, less energy-efficient appliances and fixtures with highly efficient and sustainable products that meet the Enterprise Green Communities program criteria. This green building program includes integrative design, site considerations, water, energy, healthy building, operations/maintenance, and resident engagement. In addition to using ENERGY STAR appliances, WaterSense fixtures, and healthy building materials, CARE is also committed to educating residents about green building principles.

Stable Housing: To help ensure housing stability, CARE has a robust Resident Services program. CARE Communities knows that mental health is equally as important as physical health. Therefore, CARE's Resident Services staff works closely with residents, providing support and serving as vital connectors to services and resources within the community. Additional resident support includes the Housing Success Program (HSP) and the Sister Mary Alice Fund. The HSP is an opportunity for residents who have violated the lease to cure the issue over an extended period (up to 6 months) by developing an action plan followed by regular progress check-ins with CARE's Resident Services staff. CARE's emergency rent assistance program, the Sister Mary Alice Fund, provides residents with a grant to address emergency situations, including but not limited to, medical expenses, car repairs, and temporary loss of income.

CHDO Designation
CARE Communities is a Community Housing Development Organization (CHDO), a private, nonprofit organization that builds affordable housing for its community. A CHDO must be accountable to low-income community residents through significant representation on its governing board. CARE residents are a key component to the organization, and we strive to "lead with the resident's voice." In 2023, CARE launched a Resident Council, a resident-driven group committed to helping improve the quality of life in their communities. Residents have a voice in CARE resident programs, community events, expenditures of program dollars at each property, and strategies to promote vibrant and sustainable communities. One-t

of CARE's Board of Directors consists of members from this Resident Council, ensuring their voices are heard in the organization's high-level strategic decisions.

Use of City Funds
City funds will be applied to pre-development costs, fees, and resident temporary relocation expenses. This includes fees for all engineers and design consultants, along with the special limited partner, bond issuance, and legal fees.

Below is the prioritized list and the total project cost of each item.
1. Architect, Engineering, Consultant Fees: $390,600
2. Environmental and Radon/Asbestos Testing: $11,800
3. Site Survey: $20,900
4. Capital Needs Assessment: $7,750
5. Soils Tests: $2,000
6. Appraisals: $8,800
7. Market Study: $4,450
8. Resident Relocation: $300,000
9. Special Limited Partner and Bond Issuer Fees: $185,000
10. Legal Fees: $135,000

4. Provide total number of units to be assisted with City funds, demographic served, AMI levels targeted, etc.:
This development will rehabilitate 50 rental homes for families, seniors, and individuals with disabilities who earn 30-60% of the area's median income. The AMI unit breakdown is as follows:
5 units at 30% AMI
25 units at 40% AMI
16 units at 50% AMI
4 units at 60% AMI

5. What is the total cost for this PROJECT/PROGRAM?
$16,575,311

6. What is the total development cost per unit?
The total development cost per unit is $351,506

7. For housing projects, indicate the number of housing units in the project according to income categories.

5	0-30% AMI
41	31-50% AMI
4	51-60% AMI
N/A	61-80% AMI
50.00	**TOTAL**

8. Why is this PROJECT/PROGRAM needed in our community? If applicable, provide information from market studies or other supporting documentation.
Fort Collins is experiencing an affordable housing crisis. This project is critical in addressing the need for affordable housing in our community by preserving and improving existing affordable housing stock. By investing in this project, a critical portion of the community's workforce, such as retail, food service, and office administration, will have an option for high-quality affordable housing.

According to the Colorado Multi-Family Housing Vacancy and Rental Survey, the 2024 third quarter average rent for a 2-bedroom, 1 bath apartment in Fort Collins is $1643 a month. Currently, rent for a 2-bedroom, 1 bath at the Windtrail community, depending on income, ranges from $565 – $1,254. Additionally, 5% of Fort Collins' total housing inventory is affordable, but 16% of Fort Collins' current residents meet poverty guidelines. Preserving the affordability of these rental units and updating them to last beyond another 25 years is critical for the housing needs of our community.

Windtrail provides critically needed affordable rentals for seniors with 10 of its apartments designated for seniors. According to HUD's Comprehensive Housing Affordability Strategy data, there are approximately 2,474 cost-burdened senior households earning less than 80% AMI in Fort Collins. Furthermore, the senior population in Larimer County is expected to double by 2030. The market study shows the primary market area (PMA) has an aging population. The projected rate of population growth for the 55 and older age group in the PMA is 1.7%, which is more than double the average annual increase for the overall population (0.8%).

Of the 40 existing tax credit properties in the PMA, only seven are age-restricted and contain a relatively low number of t units (544) relative to the number of senior renter households in the market area. The PMA is gaining 182 senior (55+) renters and there are no new age-restricted units in the development pipeline. With the demand for affordable, accessible

rentals increasing, the importance of designing and maintaining accessible units is paramount. This project will help address the need for seniors seeking affordable and accessible rentals.

Additionally, people with disabilities and in need of accessible features in their home are faced with fewer options. Approximately one in three older Coloradans have a disability of some kind, and two in three people will develop a disability and need care at some point in their lifetime. This project will be designed to ensure that at least 10% of the units are accessible to people with mobility disabilities. An additional 4% of the apartments will be accessible to people with hearing or visual disabilities.

9. Have any federal HOME funds been invested in the subject property in the last 20 years from any funder (not just City of Fort Collins)? If yes, provide date, amount, by whom, to whom, and any other relevant information. Indicate if unknown/or n/a.
Federal HOME funds were initially invested in the Windtrail property when it was constructed in 2001 by multiple sources such as Colorado Department of Local Affairs, City of Fort Collins CDBG, and Colorado Department of Housing. There have been no additional HOME funds invested in the property since that time.

10. Have you received, applied for, or anticipate applying for Low Income Housing Tax Credits (LIHTC) for this project? If yes, please provide details (4% or 9%; anticipated approval date, etc.)
If applying for LIHTC, is project located in a Qualifying Census Tract (QCT)? Yes or No?
CARE Housing plans to apply for 4% Federal Low Income Housing Tax Credits (LIHTC) in June 2025. We anticipate an approval notification from CHFA in August 2025.

Windtrail is located in a Qualifying Census Tract as of 2024 HUD data.

11. Is this project dependent on commitments or allocations of other funding sources? If so, please provide details:
Yes, this project depends on additional funding commitments to fully address the needed rehabilitation of these properties. Below is a list of funding sources for the project. Please note this is subject to change.

Permanent Loan: $2,750,000
Impact Development Fund: $500,000
Colorado Division of Housing: $1,000,000
CARE Loan: $3,850,000
Federal Tax Credit Equity: $6,361,971
Deferred Developer Fee: $505,840
45L Equity: $107,500

As a 4% Federal LIHTC project, Private Activity Bonds (PAB) are also required. In the first quarter of 2025, CARE will apply for PAB from the City of Fort Collins.

12. Do you plan to apply for other City resources, such as Private Activity Bond allocation or Fee Relief, for this project?
Yes, CARE will apply for Private Activity Bonds and affordable housing fee credits for this project.

13. Briefly outline the timetable for the commitment and expenditure of the funding being requested (include other project factors, such as rezoning, construction schedule, or application(s) for funding):
Below is an outline of key dates for the project.

Completed:
Design team selected Fall 2023
Conducted Site Surveys April 2024
General Contractor Selection May 2024
Energy and Design Charette July 2024
Schematic Design Phase Completed August 2024

Upcoming Milestones:
City CDBG Application February 2025
City Private Activity Bond Request March 2025
Design Development Submittal March 2025
Design Development Cost Estimate May 2025
CHFA 4% Tax Credit Application June 2025
DOH Application Fall 2025
Construction Drawings Complete December 2025
Begin Construction February 2026
Construction Substantial Completion November 2026

14. To help promote the efficient use of federal, state, and local funding, please describe how the PROJECT/PROGRAM will maintain short-term, long-term, or permanent affordability:
Windtrail Park apartments were developed using LIHTC in 2001. Therefore, the land and associated 50 units already have affordability restrictions. This rehabilitation will reset and extend those affordability restrictions for at least another 60 years.

15. Describe how your project incorporates Green Building, LEED, Enterprise Green Communities, Energy Star or Energy Efficient aspects. Please include any consultation with the City of Fort Collins Utilities, including the Integrated Design Assistance Program (IDAP).
The project will comply with the 2020 Enterprise Green Communities requirements. These requirements take several aspects of the project into consideration to bring energy efficiency, water use efficiency, and ongoing maintenance into alignment with sustainability goals and objectives.

The design team includes a sustainability consultant, Energetics, whose role is to ensure the requirements of the Enterprise Green Communities and the City of Fort Collins' sustainability goals and objectives are integrated into the design and construction. The method for achieving the sustainability and energy goals is through a design charrette where all parties work together to ensure the funds are used to their full potential. Throughout the construction process, Energetics will test and verify that all sustainability and energy efficiency metrics are met.

16. Who will be the PROJECT MANAGER? Provide name, address, email, and phone number. (Enter N/A if not applicable).
Director of Housing Development, Kim Iwanski, 1303 W Swallow Rd, Building 11, Fort Collins, CO 80526, kiwanski@carecommunitiesnoco.org, 970-218-1829

Housing Development Project Manager, Tatiana Zentner, 1303 W Swallow Rd, Building 11, Fort Collins, CO 80526, tzentner@carecommunitiesnoco.org, 970-420-5704

17. Who is the DEVELOPER for this project? (Enter N/A if not applicable).
CARE Communities is the developer.

18. Has this DEVELOPER completed other projects in the City of Fort Collins. If so, please list:
CARE Communities is Northern Colorado's largest local, private nonprofit affordable rental housing developer, property manager and service provider. During its 33 years in business, CARE has developed eight affordable housing communities in Northern Colorado, providing homes to approximately 1,000 individuals, half of whom are children. Seven of these communities are in Fort Collins and one is in Windsor.

CARE Communities has developed the following projects in the City of Fort Collins:

Heartside Hill (June 2025): New construction: 72 units
Greenbriar (1994): New construction, 40 units
Swallow (1996): New construction, 40 units
Eagle Tree (1998): New construction, 36 units
Windtrail (2001): New construction, 50 units
Fairbrooke Heights (2002): New construction, 36 units
Provincetowne Green (2011): New construction, 85 units
Swallow Road Apartments (2022): Acquisition of 44 units and Rehabilitation of 84 units

19. If the project is new construction or rehab, please list and provide a brief explanation of similar projects you have completed:
CARE recently completed a rehabilitation of its Swallow Road Apartments in 2022. That property is comprised of 84 two- and three-bedroom units. The Swallow Road and Windtrail Park projects share the same goal of maintaining affordability while rejuvenating an aging apartment community. The Swallow Road Apartment rehab involved extensive updates to apartments while residents were living onsite. Since this was a recent project with a similar scope, existing CARE staff are experienced in executing this project, including the logistics involved with moving residents temporarily as apartments are renovated.

20. If you answered question #19, attach evidence of your organization's capacity and experience to undertake and complete the project within the established timetable and budget (upload financial commitment(s) from other funding sources):
CARE will be committing internal funds and/or existing equity in the property, providing the necessary funds to complete the renovations. Please see attached CARE Development Resume for details on the organization's capacity.

21. If this project is new development or rehabilitation, please explain how the DEVELOPER will comply with t Buy American Preference (BAP,) as instructed by the Build American Buy American Act (BABA) for projects

developed and financed with federal funds:
To meet the requirements of the Buy American Preference (BAP) CARE Communities will engage a BABA compliance consultant as part of our development team on this project.

22. If the project is new construction, or substantial rehab, please explain how it will comply with Fair Housing and Section 504 Accessibility requirements.
An affirmative fair housing marketing plan will outline the method for non-discrimination and equal housing opportunity. Rehabilitation of the site will conform to 504 Accessibility requirements and Uniform Federal Accessibility Standards (UFAS).

23. If this project includes rehabilitation of currently occupied property, will it meet the CDBG/HOME requirements of the Uniform Relocation Act (URA)? Answer Yes/No/NA for each. View the URA Criteria at www.fcgov.com/socialsustainability/cpdocuments
Applicant must attach current occupant census and proof that General Information Notices (GINs) were delivered to all occupants. Failure to attach these items will result in disqualification of the application for federal assistance.

Yes	General Information Notice with proof of delivery
Yes	Current Tenant Census
0.00	**TOTAL**

24. If this project includes acquisition of real property, will it meet the following CDBG/HOME requirements of the Uniform Relocation Act (URA)? Answer Yes/No/NA for each. View the URA Criteria at www.fcgov.com/socialsustainability/cpdocuments
Applicant must attach current occupant census and proof that General Information Notices (GINs) were delivered to all occupants. Failure to attach these items will result in disqualification of the application for federal assistance.

Yes	General Information Notice with proof of delivery
N/A	Voluntary Arm's Length Transaction
Yes	Current Occupant Census
Yes	Not currently under contract for purchase
0.00	**TOTAL**

25. Is there any additional information about the proposed PROJECT/PROGRAM for which you are requesting funds that you deem helpful for us to know? If so, please explain:
CARE Communities is a local, mission-driven organization. This project aligns with our mission of providing quality, affordable housing to the community. By way of the earned developer fee, the community will benefit as CARE will leverage and reinvest the proceeds back into Fort Collins to meet the City's affordable housing goals, including preserving more affordable housing and increasing the local supply of affordable housing units.

26. If you receive funding (other than through the Competitive Process) from the City of Fort Collins please provide the amount, purpose and department the funding comes from. If no additional funds are received, enter N/A.
(EG: fundraiser support, bus and/or recreation, natural area passes, fee relief, etc.)
CARE has not received any other funding from the City of Fort Collins for the Windtrail Park Rehabilitation Project.

27. If applicable, demonstrate how the work of this project and is addressing systemic injustice, inequity and/or racial oppression.
Enter N/A if the program does not aid these interests.
CARE Communities (CARE) is committed to diversity, equity, inclusion, and justice (DEIJ). We embrace community and workforce diversity through a purposeful culture to inspire equity, inclusivity, and opportunity. To advance DEIJ, we engage underrepresented communities, provide equitable access to high-quality affordable housing, acknowledge historical biases and oppression, and continuously learn and improve. Our commitment to DEIJ drives us to create a more equitable and just community, today and for future generations.

In 2023, CARE launched the Resident Council--a resident-driven group committed to helping improve the quality of life in their communities. CARE also utilizes community conversations, surveys, and consistent interactions with our residents to ensure we continue to promote vibrant and sustainable communities.

Finally, CARE's commitment to diversity, equity, and inclusion is demonstrated through its Board of Directors recruitment. Three members of CARE's Board are residents in CARE's properties. One-third of the Board is comprised of members with lived experience with a trauma background, living in affordable housing, or having an intersecting identity as part of an underserved community. CARE staff and its Board continue to participate in workshops on diversity, equity and inclusion and implicit biases. CARE continues to evaluate the organization through an equity lens to ensure the policies and procedures are as inclusive as possible across the entire spectrum of the agency.

28. How do you affirmatively market your units and promote fair housing access and opportunity to tena have historically been marginalized or discriminated against?

Enter N/A if the program does not aid these interests.

CARE Communities has established clear fair housing policies and procedures that are communicated to all staff. This includes a zero-tolerance policy for discrimination and a process for residents who would like to address concerns.

CARE has a Memorandum of Understanding (MOU) with community providers who are informed when a unit is available before placing the availability on the website for the general public. This ensures that the most vulnerable and those with the highest need have an opportunity to achieve safe and stable housing. These partners include Project Self Sufficiency, Crossroads Safehouse, Homeward Alliance, Family Housing Network, and Catholic Charities.

We regularly monitor and evaluate marketing efforts to ensure they reach the intended audience and promote fair housing access and opportunities for all. We adjust strategies as needed based on feedback and data. CARE Communities staff seeks out training on fair housing, implicit bias, and cultural competency to ensure that we understand the importance of fair housing and are equipped to promote inclusive practices.

Documents *top*

Documents Requested *	Required?	Attached Documents *
BOARD OF DIRECTORS APPROVAL (Upload: can be meeting minutes, email approval, or brief memo)	☑	Board Resolution
BOARD OF DIRECTORS QUALIFICATIONS/RELEVANCY (Upload)	☑	Board list CARE Communities Development Resume
IRS 501(c)3 DESIGNATION if applicant is a nonprofit (Upload the first page)	☑	IRS Letter
SAM (System for Award Management) Registration/Activation Information (Upload)	☑	SAM.Gov Document
Certificate of Good Standing from Secretary of State (dated 2023 or 2024) (Upload)	☑	State Letter
AUDIT--most recent (Upload)	☑	Audited Financials
PROJECT OPERATING BUDGET WORKSHEET (Download template here) download template	☑	Operating Budget
LETTER OF FINANCIAL COMMITMENT (Upload letters from funders, LOI, etc.)	☑	CARE Letter
MARKET ANALYSIS (Upload)	☑	Market Study (required for rehab projects and purchases with existing tenants)
Budget: Funding Sources/Revenues (Download template here) download template	☑	
SOURCES AND USES WORKSHEET (Download template here) download template		
Board of Directors Acknowledgement (Download template here) download template		
UNIFORM RELOCATION ACT COMPLIANCE (Upload, if applicable) (Includes Tenant Census, Voluntary Acquisition Notice, and General Information Notice with Proof of Delivery)		
Census of Current Occupants (required for rehab projects and purchases with existing tenants) (Download template here) download template		
General Information Notice & Proof of Delivery		

Funding Sources

Sources and Uses

Board Letter

Windtrail_Census of Current Occupants_2025

General Information Notice & Proof of Delivery

* *ZoomGrants™ is not responsible for the content of uploaded documents.*

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Sources and Uses of Funds Worksheet

Applicant Name: CARE Communities

Funding Year/Cycle: Aff Housing Capital Fund Request 12/12/2025

	Project Activities	Total Project Cost	Source
A.	**Acquisition Costs**	$5,153,825	CDBG, Construction Debt and Equity
B.	**Construction Costs**	$8,542,446	CDOH, Construction Debt and Equity
C.	**Design Fees**	$451,440	CDBG, Construction Debt and Equity
D.	**Interim Costs**	$1,181,586	CDBG, Construction Debt and Equity
E.	**Perm. Financing Fees/Deposits**	$2,863,469	CDBG, Construction Debt and Equity
F.	**Tenant Relocation**	$300,000	CDBG, Construction Debt and Equity
G.	**Project Management**	$81,000	Construction Debt and Equity
	Total Costs	**$18,573,766**	

	Difference
A.	$ 602,575.00
B.	$ 738,008.00
C.	$ 55,390.00
D.	$ 225,461.00
E.	$ 299,521.00
F.	$ -
G.	$ 77,500.00
	$ 1,998,455.00

Spring 2025 2/13/2025

	Project Activities	Total Project Cost	Source
A.	**Acquisition Costs**	$4,551,250	CDBG, Construction Debt and Equity
B.	**Construction Costs**	$7,804,438	CDOH, Construction Debt and Equity
C.	**Design Fees**	$396,050	CDBG, Construction Debt and Equity
D.	**Interim Costs**	$956,125	CDBG, Construction Debt and Equity
E.	**Perm. Financing Fees/Deposits**	$2,563,948	CDBG, Construction Debt and Equity
F.	**Tenant Relocation**	$300,000	CDBG, Construction Debt and Equity
G.	**Project Management**	$3,500	Construction Debt and Equity
	Total Costs	**$16,575,311**	

Explanation for cost increases:

Acquisition costs increased mainly due to an increase in the appraised value of the property.

Construction costs increased in large part due to tariffs on materials and sourcing materials domestically made for BABA compliance

Design fees increased due to redesign and scope changes to reduce costs, along with additional hours spent for BABA review and compliance

Interim Costs increased due to insurance rate increases, construction interest rate increases, BABA consultant fees, relocation consultant fees, energy consultant fees

Perm. Financing Fees/Deposits increased due to increased interest rates, developer fee, legal fees, and operating reserve

Project Management costs increased due to additional lease-up expenses expected

January 20, 2026

January 2026 Capital Sales Tax Appropriation

Caleb Weitz, Chief Financial Officer
Ginny Sawyer, Lead Policy and Project Manager
Joe Wimmer, Utilities Finance Director



Capital Sales Tax Overview

¼ Cent Sales Tax

- $11.0M annual revenue

November 4, 2025, Ballot Issue 2A

- 77.7% approval
- Ten-year extension 2026-2035



Approved Project Package

2026-2035 Project List

Pedestrian Sidewalk Program	**14,000,000**
Arterial Intersection Improvement & Streetscapes Program	**12,000,000**
Bicycle Infrastructure & Overpass/Underpass Program	**11,000,000**
Affordable Housing Capital Fund	**10,000,000**
Mulberry Pool Recreational Replacement Leveraging Fund	**10,000,000**
Poudre River North – Health, Access, Parks, and Trails	**8,000,000**
Composting Infrastructure Advancement	**7,000,000**
Downtown Parks Shop	**5,500,000**
Community Bike Park	**5,000,000**
Outdoor Pickleball Complex & Courts	**4,000,000**

Funding Schedule Guidance

- Predictable and consistent funding for “programs”, primarily transportation, to allow for long-term planning and potential grant matches.
- Identify “quick-wins.” Projects that are or are close to “shovel-ready” and can advance in a timely manner.
- Efforts that are known community/Council priorities.
- Consideration of other capital efforts (with different funding sources) that can partner or be combined for greater impact and/or less disruption.
- Staff recommends project timing based on these principles with a degree of certainty in the immediate 2-3 years and a review every budget cycle.

2026 Recommended Appropriation - January

Programs

Pedestrian Sidewalk Program	$1,500,000
Arterial Intersection Improvement & Streetscapes Program	$643,000
Bicycle Infrastructure & Overpass/Underpass Program	$1,178,000
Transfort Bus Replacement & Stop Enhancements	$315,000
Affordable Housing Capital Fund	$2,500,000

Projects

Community Bike Park	$30,000

Total **$6,166,000**

Affordable Housing Capital Fund

Housing Catalyst Village on Eastbrook

- Housing Catalyst is requesting $1.2 million of Affordable Housing Capital Funds (AHCF) to support the development of the Village on Eastbrook. The project will include 73 units and serve households at 30% - 80% AMI.

CARE Communities Windtrail Rehab

- CARE Communities is requesting $950,000 of AHCF to support the rehabilitation of Windtrail Park Apartments. The project includes 50 units, serving households at 30-60% AMI. Ten units are designated for seniors (age 55 and over).

If awarded, $550,000 will remain in the AHCF to support other funding needs that may emerge in the coming months. In addition, $400,000 from the 2016-25 CCIP funds remain to provide fee relief to eligible units.

Council Work Session on housing on March 10, which will include a presentation on the final Regional Housing Needs Assessment.

Appropriation and Housing Funding Approval

January 20th, 2026, Council Meeting

- Ordinance approves the appropriation of $2.5M from capital sales tax funds.

February 3rd, 2026, Council Meeting

- Resolutions authorizing execution of funding agreements




City of
Fort Collins

ORDINANCE NO. 009, 2026
OF THE COUNCIL OF THE CITY OF FORT COLLINS
MAKING SUPPLEMENTAL APPROPRIATIONS OF REVENUE FROM THE QUARTER CENT CAPITAL TAX AND AUTHORIZING TRANSFERS OF APPROPRIATIONS

A. On August 19, 2025, the City Council adopted Resolution 2025-077, which referred the extension of the temporary Community Capital Improvement Program (the "CCIP") sales and use tax expiring on December 31, 2025, to voters for their consideration. The language in Ballot Issue 2A included a list identifying projects to be funded by the extension additional revenues for the planning, design, real property acquisition, construction, and operation and maintenance for certain capital projects.

B. At a regular City election on November 4, 2025, the voters of the City of Fort Collins approved the extension of the CCIP (the "Quarter Cent Capital Tax"), commencing January 1, 2026 and ending December 31, 2035, for the purpose of obtaining revenues for the planning, design, real property acquisition, and construction of the capital projects specified in the ballot language ("Ballot Issue 2A") and for the operation and maintenance of some of them.

C. This appropriation of Quarter Cent Capital Tax revenues for projects and operations specified in Ballot Issue 2A benefits the public health, safety, and welfare of the residents of Fort Collins and serves the public purposes of improving the transportation infrastructure within the City, promoting safer travel across multiple modalities, providing necessary updates to the City pedestrian network, supporting transit improvements and upgrades, funding affordable housing projects, and fostering arts and culture through the Art in Public Places program

D. Article V, Section 9 of the City Charter permits the City Council, upon recommendation of the City Manager, to make a supplemental appropriation by ordinance at any time during the fiscal year, provided that the total amount of such supplemental appropriation, in combination with all previous appropriations for that fiscal year, do not exceed the current estimate of actual and anticipated revenues and all other funds to be received during the fiscal year.

E. Article V, Section 10 of the City Charter authorizes the City Council, upon recommendation by the City Manager, to transfer by ordinance any unexpended and unencumbered appropriated amount or portion thereof from one fund or capital project to another fund or capital project, provided that the purpose for which the transferred funds are to be expended remains unchanged, the purpose for which the funds were initially appropriated no longer exists, or the proposed transfer is from a fund or capital project in which the amount appropriated exceeds the amount needed to accomplish the purpose specified in the appropriation ordinance.

F. The City Manager has recommended the appropriations and transfers described herein and determined that the funds to be appropriated are available and previously unappropriated from the Community Capital Improvement Fund and that this

appropriation will not cause the total amount appropriated in the Community Capital Improvement Fund to exceed the current estimate of actual and anticipated revenues and all other funds to be received in this Fund during this fiscal year.

G. This Project involves construction estimated to cost more than $250,000 and, as such, City Code Section 23-304 requires one percent of these appropriations to be transferred to the Cultural Services and Facilities Fund for a contribution to the Art in Public Places program ("APP Program"). The total applicable costs that have been used to calculate the contribution to the APP Program of the various projects is $3,321,000 and the amount required to be contributed, based on those costs, is $33,210.

H. Article V, Section 11 of the City Charter authorizes the City Council to designate in the ordinance when appropriating funds for a capital project, that such appropriation shall not lapse at the end of the fiscal year in which the appropriation is made, but continue until the completion of the capital project.

I. The City Council wishes to designate all appropriations herein for various capital tax projects and operations in the Community Capital Improvement Project Fund, and transferred to various City Funds as outlined in Sections 1 through 4 and Sections 6 through 9 of this Ordinance, as appropriations that shall not lapse until the completion of the various capital projects.

In light of the foregoing recitals, which the Council hereby makes and adopts as determinations and findings, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. There is hereby appropriated from new revenue or other funds in the Community Capital Improvement Project Fund the sum of SIX HUNDRED FORTY-THREE THOUSAND DOLLARS ($643,000) to be expended in the Community Capital Improvement Project Fund for transfer to the Capital Projects Fund and expended therein for the Arterial Intersection Improvement & Streetscapes Program.

Section 2. There is hereby appropriated from new revenue or other funds in the Community Capital Improvement Project Fund the sum of ONE MILLION ONE HUNDRED SEVENTY-EIGHT THOUSAND DOLLARS ($1,178,000) to be expended in the Community Capital Improvement Project Fund for transfer to the Capital Projects Fund and expended therein for the Bicycle Infrastructure & Overpass/Underpass Program.

Section 3. There is hereby appropriated from new revenue or other funds in the Community Capital Improvement Project Fund the sum of ONE MILLION FIVE HUNDRED THOUSAND DOLLARS ($1,500,000) to be expended in the Community Capital Improvement Project Fund for transfer to the Capital Projects Fund and expended therein for the Pedestrian Sidewalk Program.

Section 4. There is hereby appropriated from new revenue or other funds in the Community Capital Improvement Project Fund the sum of THREE HUNDRED FIFTEEN THOUSAND DOLLARS ($315,000) to be expended in the Community Capital Improvement Project Fund for transfer to the Transit Services Fund and expended therein for the Transfort Bus Replacement & Stop Enhancements Program.

Section 5. There is hereby appropriated from new revenue or other funds in the Community Capital Improvement Project Fund the sum of TWO MILLION FIVE HUNDRED THOUSAND DOLLARS ($2,500,000) to be expended in the Community Capital Improvement Project Fund for Affordable Housing Capital Fund.

Section 6. There is hereby appropriated from new revenue or other funds in the Community Capital Improvement Project Fund the sum of THIRTY THOUSAND DOLLARS ($30,000) to be expended in the Community Capital Improvement Project Fund for transfer to the Capital Projects Fund and expended therein for the Community Bike Park Project.

Section 7. The unexpended and unencumbered appropriated amount of TWENTY-FIVE THOUSAND NINE HUNDRED FOUR DOLLARS($25,904) in the Capital Projects Fund is hereby authorized for transfer to the Cultural Services and Facilities Fund and appropriated and expended therein to fund art projects under the APP Program.

Section 8. The unexpended and unencumbered appropriated amount of SIX-THOUSAND SIX HUNDRED FORTY-TWO DOLLARS ($6,642) in the Capital Projects Fund is hereby authorized for transfer to the Cultural Services and Facilities Fund and appropriated and expended therein for the operation costs of the APP Program.

Section 9. The unexpended and unencumbered appropriated amount of SIX HUNDRED SIXTY-FOUR DOLLARS ($664) in the Capital Projects Fund is hereby authorized for transfer to the Cultural Services and Facilities Fund and appropriated and expended therein for the maintenance costs of the APP Program.

Section 10. The appropriations herein are hereby designated, as authorized in Article V, Section 11 of the City Charter, as appropriations that shall not lapse at the end of this fiscal year but continue until the completion of the projects.

Section 11. This Ordinance shall not be construed as constituting City Council approval, support for approval, or waiver of any City regulatory requirement, including any development application process whether in administrative or quasi-judicial review, for any project or purpose referenced herein.

Introduced, considered favorably on first reading on January 20, 2026, and approved on second reading for final passage on February 3, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Effective Date: February 13, 2026
Approving Attorney: Dianne Criswell

Exhibit: None