



Date: Tuesday, June 04, 2024
Time: 9:00 AM
Location: Hearing Room, 1st Floor, 200 West Oak Street, Fort Collins

ADMINISTRATIVE MATTERS AGENDA

Pledge of Allegiance

Public Comment

All who wish to comment must follow the Rules and Procedures for Public Comment as established by the Board of County Commissioners: <https://www.larimer.org/public-comment-rules>

PLEASE NOTE: We are taking public comments via email and phone, in addition to in-person comments. If commenting via email, please send your comment to bcc-admin@larimer.org. **You must register by 4:30pm the Monday before the meeting to participate by phone.** If you wish to be called, please email bcc-admin@larimer.org or call (970) 498-7010 and provide your name, topic for comment and phone number. You will be called at that number when it is your turn.

Approval of Minutes

1. Draft minutes for the week of May 20, 2024

Upcoming Schedule Review

1. Schedule review for the week of June 10, 2024

Consent Agenda

The Consent Agenda consists of items of no perceived controversy and routine administrative actions, such as Abatements, Agreements, Deeds, Final Plats, Liquor Licenses, Resolutions and other matters previously reviewed by the Board of County Commissioners. Staff recommends approval of the Consent Agenda. A Commissioner may request that an item be “pulled” off the agenda and considered separately. Items pulled from the agenda will be considered after the Board takes action on the remainder of the Consent Agenda.

[Please click here for Consent Agenda and related documents](#)

Comments from Commissioners' Guests

Discussion Items

1. **Proclamation declaring June 2024 as LGBTQ+ Pride Month**

Submitted by: Laurie Kadrich, Assistant County Manager

DESCRIPTION: Celebrating the hard-fought victories of the LGBTQ+ community and to acknowledge that more work remains in order to achieve full equality, inclusion, representation and acceptance.

2. **Grant Agreement Regarding American Rescue Plan Collaborative Projects Grant Sub Award to Fort Collins Habitat for Humanity**

Submitted by: Alea Rodriguez

DESCRIPTION: A grant agreement regarding the intended contribution of \$1,000,000 of American Rescue Plan Act funds to Fort Collins Habitat for Humanity for the purchase of nine lots in the Heartside Hill Development Site.

County Manager Update

Update to the Board of County Commissioners regarding administrative matters and other items that do not require in-depth discussion or are for informational purposes only.

Commissioner Activity Reports

The Board of County Commissioners represent the County on various committees and task forces and serve as liaisons to the County's boards and commissions. Commissioners report the activities they have been involved in over the past week.

Executive Session

No decision expected

Executive Session pursuant to the Colorado Revised Statute 24-6-402(4)(a): Purchase acquisition, lease, transfer or sale of any real or personal property in furtherance of Larimer County open space program and in coordination with the City of Fort Collins Natural Areas Department.

Legal Matters

Decision expected

Executive Session pursuant to Colorado Revised Statute 24-6-402(4)(b): Conferences with an attorney for the purpose of receiving legal advice regarding Estate of Ryan Wayne Harmon, et al vs. Board of County Commissioners for the County of Larimer, et al.

Per the Americans with Disabilities Act (ADA), Larimer County will provide a reasonable accommodation to qualified individuals with a disability who need assistance. Services can be arranged with at least seven (7) business days' notice. Please email us at bcc-admin@larimer.org, or call (970) 498-7010 or Relay Colorado 711. "Walk-in" requests for auxiliary aids and services will be honored to the extent possible but may be unavailable if advance notice is not provided.

MINUTES OF THE BOARD OF COUNTY COMMISSIONERS

MONDAY, MAY 20, 2024

LAND USE HEARING

The Board of County Commissioners met at 3:00 p.m. with Rebecca Everette, Community Development Director. Chair Kefalas presided. Commissioner Shaddock-McNally and Commissioner Stephens were present. Also present were Jenny Axmacher, Samantha Mott, and Michael Whitley, Community Development; Steven Rothwell, Engineering; Frank Haug, Assistant County Attorney; and Elizabeth Carter, Deputy Clerk.

ITEM TABLED TO JULY 8, 2024

1) RUSSEL SHORT-TERM RENTAL, FILE NO. 20-ZONE3397

PUBLIC HEARING CONSENT ITEMS:

1) GUSTAFSON REZONING, FILE NO. 22-ZONE3297

The subject properties are 3.14 acres and 3.2 acres located at 5668 and 5700 E County Road 20E at the southwest corner of I-25 and County Road 20E. The properties are located within the Loveland Growth Management Area (GMA).

The properties are both currently zoned RR-2 Rural Residential. There are existing commercial and industrial uses along with an existing dwelling. The commercial and industrial uses have been on the property for over 25 years. The uses consist of a construction business, office space, indoor and outdoor storage, warehousing, parking, and staging of commercial light trucks and contractor equipment used in the business. These uses do not currently align with what is allowed within the current RR-2 zoning district. In order to bring the properties into compliance, a rezoning would need to be approved followed by the Site Plan Review process and obtaining building permits. The proposed rezoning to PD- Planned Development proposes commercial, industrial, and residential uses along with associated accessory uses such as accessory outdoor storage. The proposed principal uses all require a planning process where the use would be evaluated for compliance with the applicable Land Use Code standards and requirements.

The proposed rezoning would allow for the existing uses on the properties but also includes additional commercial and industrial uses along with accessory uses that are intended to give the property owner future flexibility. If the rezoning is approved, the applicants will apply for Site Plan Review. County staff and referral agencies would review the proposal for compliance with the Larimer County Land Use Code standards and other site design requirements including, but not limited to adequate utilities, adjacent and offsite street improvements, site access, water quality protection, traffic impacts, parking, drainage, fire protection, stormwater detention and stormwater quality, landscaping, lighting, floodplain regulations, etc. Building permits would then be required and would be reviewed for compliance with applicable building code requirements which could trigger building upgrades. Any new principal uses in the future would also require a planning process which will require evaluation of the proposed use and Land Use Code requirements.

Properties within the Growth Management Area (GMA) are intended to support a municipality's comprehensive plan within the GMA district. In a letter received from the City of Loveland dated October 31, 2022, Loveland staff indicated that. Although the City of Loveland's Comprehensive Plan shows the long-range vision of these properties to be an Open Space and Regional Activity Center, they have concluded that the property may not be developed as such in the next 20-30 years, if ever. Therefore, they indicated they could support the PD-rezone request with associated conditions. These conditions include provision of landscape buffers and solid fencing to screen outdoor storage areas from adjacent land uses. In addition, they have indicated they will be making changes to their Comprehensive Plan for this area from Open Space and Regional Activity Center to Industrial uses. This request to rezone was sent out to both referral agencies and community members. Staff have not received any comments from any community members regarding this rezoning request. No referral agencies had any concerns with this rezoning request.

DEVELOPMENT SERVICES TEAM FINDINGS:

The Development Services Team recommends approval of the Gustafson Rezoning, File No. 22-ZONE3297, subject to the following conditions:

1. The proposed uses listed on the Planned Development Zoning Exhibit are subject to the use specific standards contained within Articles 3.3 and 3.4 of the Land Use Code.
2. The additional setback requirements contained within Articles 2.9.4.E, F, and G apply to the PD rezoning.
3. The use of on-site wastewater treatment system(s) (OWTS) will have to be evaluated as part of any future planning processes. Only uses that can be adequately served by an OWTS as approved by the Larimer County Health Department will be allowed until public sewer is available for connection. As public sewer becomes available for connection, the OWTS(s) will not be allowed to be upgraded, repaired, or replaced, but will have to be decommissioned and the properties connected to public sewer.
4. A landscape buffer and a solid fence must be installed along the west and north boundary lines of any proposed outdoor storage. A landscape buffer and solid fence will also be required for any outdoor storage area that would be visible from the future regional trail system to the south.

2) JELLYSTONE CAMP RV RESORT SPECIAL REVIEW AND APPEALS, FILE NO. 23-ZONE3575

The subject property is a 35-acre parcel at 5495 E. Highway 36, Estes Park which is located east of Highway 36 and south of Hell Canyon Road. In 2023, the property was rezoned from O – Open to FO – Forestry. The property contains the Jellystone Park Campground & RV Resort which consists of 118 accommodation spaces (15 cabins, 11 park model RVs, 1 modular home, and 91 RV campsites), and a variety of amenities including a miniature golf course, swimming pool, jumping pad, playground, basketball court, horseshoe pit, hiking trail, and a game room.

The campground and RV park are a nonconforming use. In 2000, the Board of Adjustment granted a variance to add 4-9 park model RVs on the property. That site plan established the extent of the

development on the property in 2000. The only other approvals on the property have been a variance granted in 2003 approving a sign larger than allowed by the regulations at the time and two administrative setback variances for a new maintenance shop and a new pavilion. There have been no approvals since 2000 to expand the number of cabins, campground spaces, or RV spaces. There is an open Code Compliance case on the property for buildings and structures built without benefit of building permits and for expansion of the operation without County approval. The property owner is working with Community Development staff to resolve the outstanding issues.

This Special Review application would change the status of the campground from nonconforming to conforming and would allow for upgrades to the property including the extension of an asphalt drive and the addition of park model RVs and glamping-style tents. The number of accommodation spaces are proposed to remain unchanged at 118, with up to 50% of those spaces allowed to be occupied by park model RVs or glamping-style tents. Each park model RV and tent provided by the park would be provided with water service, sewer service, and electricity. The request includes appeals to Sections 3.3.5.C.4.d.ii regarding campsite size, 3.3.5.C.6.a regarding the requirement for a loop road system, 3.3.5.C.6.b regarding access road width, and Table 3-9 in Section 3.3.5.C.6.d regarding campsite setbacks.

DEVELOPMENT SERVICES TEAM SPECIAL REVIEW FINDINGS:

1. The proposed use has minimal impacts on existing and future development of the area
2. Any impacts associated with the environment, wildlife, access, traffic, emergency services, utilities, parking, refuse areas, noise, glare, odor, and other adverse impacts have been adequately addressed and/or mitigated.
3. The recommendations of referral agencies have been considered and adequately addressed.
4. The proposed use is consistent with the Comprehensive Plan.
5. The applicant has demonstrated that this project can meet applicable additional criteria listed in Article 3.0, Use Regulations.

DEVELOPMENT SERVICES TEAM APPEAL FINDINGS:

1. Approval of the appeals would not subvert the purpose of the standard or requirement.
2. Approval of the appeals would not be detrimental to the public health, safety, or property values in the neighborhood.
3. Approval of the appeals is the minimum action necessary.
4. Approval of the appeals would not result in increased costs to the general public.
5. Approval of the appeals would be consistent with the intent and purpose of the Code.

DEVELOPMENT SERVICES TEAM RECOMMENDATION:

The Development Services Team recommends approval of the Jellystone Camp/RV/Resort Special Review & Appeals, File No. 23-ZONE3575 subject to the following conditions:

1. This Special Review approval shall automatically expire without a public hearing if the use is not commenced within three years of the date of approval.
2. The site shall be developed consistent with the approved plan and with the information contained in the Jellystone Camp/RV/Resort Special Review & Appeals, File No. 23- ZONE3575 except as modified by the conditions of approval or agreement of the County and applicant. The applicant shall be subject to all other verbal or written representations and commitments of record for the Jellystone Camp/RV/Resort Special Review.
3. All outstanding as-built permits and inspections shall be completed within 120 days of approval.
4. Permits and inspection approvals shall be required for all new buildings and any new, extended or altered gas, electrical or plumbing utilities.
5. Failure to comply with any conditions of the Special Review approval may result in reconsideration of the use and possible revocation of the approval by the Board of Commissioners.
6. This application is approved without the requirement for a Development Agreement.
7. In the event the applicant fails to comply with any conditions of approval or otherwise fails to use the property consistent with the approved Special Review, applicant agrees that in addition to all other remedies available to the County, the County may withhold building permits, issue a written notice to the applicant to appear and show cause why the Special Review approval should not be revoked, and/or bring a court action for enforcement of the terms of the Special Review. All remedies are cumulative and the County's election to use one shall not preclude use of another. In the event the County must retain legal counsel and/or pursue a court action to enforce the terms of this Special Review approval, applicant agrees to pay all expenses incurred by the County including, but not limited to, reasonable attorney's fees.
8. County may conduct periodic inspections to the property and reviews of the status of the Special Review as appropriate to monitor and enforce the terms of the Special Review approval.
9. The Findings and Resolution shall be a servitude running with the property. Those owners of the property or any portion of the property who obtain title subsequent to the date of recording of the Findings and Resolution, their heirs, successors, assigns or transferees, and persons holding under applicants shall comply with the terms and conditions of the Special Review approval.

3) LOVELAND READY-MIX CONCRETE, INC. AMENDED SPECIAL REVIEW, FILE NO. 24-ZONE3609

An application has been submitted to amend the original Special Review (17-ZONE2113) to modify the existing project boundary to remove a parcel that will be used for a new Poudre Fire Authority fire station. The subject property is located on the northeast corner of County Rd. 54G and Indigo Hills Ln. intersection, in LaPorte. The property was approved under the Special Review application process for a sand and gravel mining operation. Since then, the property owners, Loveland Ready Mix Concrete Inc. donated a 2.23-acre parcel to the Poudre Fire Authority (PFA) for a new fire station which has recently received Site Plan approval from Larimer County. The mining operations will not occur on the donated parcel, and it has been excluded from all State level permits and any and all corresponding obligations from the original approval.

DEVELOPMENT SERVICES TEAM SPECIAL REVIEW FINDINGS:

1. The proposed use has minimal impacts on the existing and future development of the area.
2. Any impacts associated with the environment, wildlife, access, traffic, emergency services, utilities, parking, refuse areas, noise, glare, odor, and other adverse impacts have been adequately addressed and/or mitigated.
3. The recommendations of referral agencies have been considered and adequately addressed.
4. The proposed use is consistent with the Comprehensive Plan.
5. The applicant has demonstrated that this project can meet applicable additional criteria listed in Article 3.0, Use Regulations.

MOTION

Commissioner Stephens moved that the Board of County Commissioners approve the Consent Agenda subject to the conditions in the staff report and authorizes the Chair to sign the Findings and Resolutions.

Motion carried 3 to 0.

With there being no further business, the Board adjourned at 3:05 p.m.

TUESDAY, MAY 21, 2024

ADMINISTRATIVE MATTERS MEETING

The Board of County Commissioners met at 9:00 a.m. with County Manager Lorenda Volker. Chair Kefalas presided. Commissioner Shadduck-McNally and Commissioner Stephens were present. Also

present were Michelle Bird and Tom Clayton, Commissioner's Office, and Elizabeth Carter, Deputy Clerk.

Commissioner Kefalas opened the meeting with the Pledge of Allegiance.

PUBLIC COMMENT: There was no public comment in person or online.

Chair Kefalas closed public comment.

2. APPROVAL OF THE MINUTES FOR THE WEEK OF MAY 13, 2024:

MOTION

Commissioner Stephens moved that the Board of County Commissioners approve the minutes for the week of May 13, 2024.

Motion carried 3-0.

3. REVIEW OF THE SCHEDULE FOR THE WEEK OF MAY 27, 2024: Ms. Bird reviewed the upcoming schedule with the Board.

4. CONSENT AGENDA:

ABATEMENTS

1. PETITION FOR ABATEMENT OR REFUND OF TAXES: EXCEEDS THE ALLOTTED REFUND AMOUNT OF \$10,000. THIS ACCOUNT HAS BEEN REVIEWED ONCE, NEEDS TO BE REVIEWED AGAIN AS THE ASSESSED VALUES WERE INCORRECT. REVISED PETITION FOR ABATEMENT OF REFUND OF TAXES-AMERICAN STORAGE LEASING OF FT. COLLINS I NKA MOBILE STORAGE INC.-R1314629

2. PETITION FOR ABATEMENT OR REFUND OF TAXES: EXCEEDS THE ALLOTTED REFUND AMOUNT OF \$10,000. THIS ACCOUNT HAS BEEN REVIEWED ONCE, NEEDS TO BE LOOKED AT AS THE ASSESSED VALUES WERE INCORRECT. REVISED PETITION FOR ABATEMENT OR REFUND OF TAXES-PROSPECT OF ESTES LLC-R166935

AGREEMENTS

1. CONSTRUCTION SERVICES AGREEMENT – ENGINEERING - BID NO. 24-02; PROJECT NO. 344; FEDERAL AID PROJECT NO. SHO C060-091, 23900 (CONSTRUCTION OF THE TRAFFIC SIGNAL AT THE INTERSECTION OF W. HIGHWAY 34 AND GLADE ROAD)

2. RECYCLING SERVICE AGREEMENT BETWEEN LARIMER COUNTY AND SPRING BACK COLORADO FOR MATTRESS AND BOX SPRING RECYCLING SERVICES.

APPOINTMENTS

- 1. RESCIND APPOINTMENTS TO THE EQUITY, DIVERSITY AND INCLUSION ADVISORY BOARD-KARINA LEDEZMA AND SAVANNAH OVERTURF**

LIQUOR LICENSES

- 1. LIQUOR LICENSE REPORT OF CHANGES- BLAM LLC DBA THE THIRSTY MOOSE-HOTEL AND RESTAURANT-RED FEATHER LAKE, COLORADO**
- 2. LIQUOR LICENSE RENEWAL-T&B PROPERTIES DBA WESTLAKE LIQUORS-RETAIL LIQUOR STORE-RED FEATHER LAKES, CO**
- 3. FINDINGS AND ORDER- HORSETOOTH STORE GAS AND LIQUOR, LLC-RETAIL LIQUOR STORE-FORT COLLINS, CO**

MISCELLANEOUS

- 1. REQUEST FOR APPROVAL TO ENTER UPON LANDS- SHIRLEY PINERA**
- 2. 211 CANYON LLC STIPULATION AS TO TAX YEAR 2023 VALUE**
- 3. OTTER PROPERTIES LLC STIPULATION AS TO TAX YEAR 2023 VALUE**
- 4. JJ ENTERPRISE 205 LLC STIPULATION AS TO TAX YEAR 2023 VALUE**
- 5. 360 LINDEN LLC STIPULATION AS TO TAX YEAR 2023 VALUE**
- 6. JJ ENTERPRISE 331 LLC STIPULATION AS TO TAX YEAR 2023 VALUE**
- 7. BS HOLDINGS INC STIPULATION AS TO TAX YEAR 2023 VALUE**
- 8. CANVAS CREDIT UNION STIPULATION AS TO TAX YEAR 2023**
- 9. DOG LLC STIPULATION AS TO TAX YEAR 2023 VALUE**
- 10. OB-GYN INVESTMENTS LLP STIPULATION AS TO TAX YEAR 2023 VALUE**
- 11. JJ ENTERPRISE 401 MOUNTAIN LLC STIPULATION AS TO TAX YEAR 2023 VALUE**
- 12. D AND N HOUSKA FAMILY LLC STIPULATION AS TO TAX YEAR 2023 VALUE**
- 13. 153 MOUNTAIN LLC STIPULATION AS TO TAX YEAR 2023 VALUE**

14. 913 SMITHFIELD LLC STIPULATION AS TO TAX YEAR 2023 VALUE

ORDINANCES

1. SECOND REVISED LARIMER COUNTY CODE ORDINANCE 11122002O001; CHAPTER 6; ANIMALS

MOTION

Commissioner Shadduck-McNally moved the Board of County Commissioners approve the Consent Agenda for May 21, 2024.

Motion carried 3-0.

5. COMMISSIONERS' GUESTS: Josh Roberts, Mitigation Coordinator, Office of Emergency Management. Mr. Roberts informed the Board that the County has been selected as a recipient of a \$9.7 million grant from United States Forrest Service Community Wildfire Defense Grant Program for wildfire defense in the Red Feather Lakes area. Specifically, the funding will target the areas of Cherokee Meadows, Crystal Lakes, Glacier View, and Poudre Canyon. The funding will be used over five years to implement community wildfire protection plans. Mr. Roberts explained that the monies will be divided into five main categories including wildfire mitigation and treatment in open space along roadways and large acre private properties, education on defensible space around homes, improvements in evacuation plans and routes, enhancement within the community to deal with post-treatment woody biomass that will be pulled from the forest, and effective administration of the grant.

Mr. Roberts noted that the grant would not be possible without the help from numerous partners within the community. In particular, he highlighted the support of Daniel Bowker with the Coalition for the Poudre River Watershed and Allison Pegg with Upstate Colorado Economic Development. Lastly, Mr. Roberts reported that this proposal was drafted with help from the community of Red Feather Lakes and that the community will be an integral part of the execution of the grant.

The Board asked Mr. Roberts if the funding could be used for administrative tasks and if new employees would be hired. Additionally, the Board had questions regarding when the funding will be released, and work might commence. The Board extended its thanks to the Emergency Management staff and the Director of the Office of Emergency Management, Lori Hodges, as well as all of the community partners who work daily to educate the public, aid with wildfire mitigation, and protect the community from the threat of wildfire. The Board also asked Mr. Roberts to comment on the importance of wildfire mitigation and how mitigation efforts prevented an increase in the progression and damage of the Cameron Peak Fire.

The Board took a brief recess. The Board reconvened.

6. DISCUSSION ITEMS:

1. GRANT AGREEMENTS REGARDING AMERICAN RESCUE PLAN COLLABORATIVE PROJECTS GRANT SUB AWARD FOR EXPANSION OF CAREER AND TECHNICAL EDUCATION (CTE) PROGRAMMING AND FACILITIES: Laura

Walker, Human Economic Health Director. Ms. Walker addressed the Board about a grant agreement regarding the intended contribution of \$1,000,000 of American Rescue Plan Act funds per school district (Thompson School District and Poudre School District) to contribute to the expansion of career and technical education (CTE) programming and facilities.

Brian Kingsley, Superintendent of the Poudre School District addressed the Board. Mr. Kingsley stated that this funding will ensure that students do not just graduate but that they graduate with options. Specifically, the funding will provide students with options within career and technical education. Mr. Kingsley noted that because of the CTE programs many of the students graduating this year will be going directly into the workforce. Mr. Kingsley also highlighted the importance of partnering with the County and with Thompson School District to offer students increased opportunities.

Todd Piccone, Chief Operations Officer, with Thompson Valley School District also addressed the Board. Mr. Piccone stated that the success of communities can be directly tied to the opportunities for students and young people. The collaboration between the Thompson Valley and Poudre School Districts will go a long way in expanding student opportunities in technical education.

Cheryl Zimlich with the Bohemian Foundation addressed the Board. Ms. Zimlich complimented both the Poudre School District and Thompson Valley School District on their partnership and continued efforts to work together for the betterment of their students.

Kathy Mackay, principal of Poudre High School, and Tanya Alcaraz, Director of Career and Innovation with the Poudre School District spoke about some of the specifics of the grant and its impact on students and the community. Ms. Mackay reported that part of the funding will go toward the Pathways and Technology Early College and High School (P-Tech) Program housed at Poudre High School. She noted that currently 88 students are enrolled in the program. Ms. Alcaraz further explained that two of the major barriers to technical education are having the appropriate facilities and finding credentialed teachers and experts in the given fields. This grant and the partnership between the school districts will allow for resources to be pooled. Additionally, having well-trained, accredited, skilled workers has a direct impact on the local economy. Because of this, the school districts have found many local employers to be willing and ready partners. Industry partners have committed to providing internship and apprentice opportunities to students and have agreed to hire graduates of the program at a higher starting wage than is typically offered. Lastly, the school district reported that industry partners are also utilizing these facilities to re-skill and up-skill existing workers.

The Board thanked the Poudre School District, the Thompson Valley School District, the Bohemian Foundation, and staff for their effort and dedication to increasing opportunities for our students and for providing students with economic mobility. The Board had questions for the school districts about how students with learning and developmental disabilities are integrated into these opportunities. Additionally, the Board asked for details about career counseling programs. Manager Volker extended her thanks to former County Manager Linda Hoffman for her work to support this collaborative effort from its inception.

MOTION

Commissioner Stephens moved that the Board of County Commissioners approve the Grant Agreement Regarding American Rescue Plan Collaborative Projects Grant Sub Award to Poudre and

Thompson School Districts for Expansion of Career and Technical Education Programming and Facilities.

Motion carried 3-0.

The Board took a brief recess. The Board reconvened.

7. **COUNTY MANAGER UPDATE:** County Manager Volker briefly detailed the events of the previous week.

8. **COMMISSIONER ACTIVITY REPORTS:** The Board briefly detailed their attendance at events during the previous week.

9. **LEGAL MATTERS:** Executive Session pursuant to Colorado Revised Statute 24-6-402(4)(b), conferences with an attorney for the purpose of receiving legal advice regarding current legal status of all pending state and federal court cases in which Larimer County is a named party.

M O T I O N

Commissioner Shaddock-McNally moved that the Board of County Commissioners enter into executive session pursuant to Colorado Revised Statute 24-6-402(4)(b), conferences with an attorney for the purpose of receiving legal advice regarding the current legal status of all pending state and federal court cases in which Larimer County is a named party.

Motion carried 3 to 0.

With there being no further business, the Board adjourned at 10:40 a.m.

KRISTIN STEPHENS, Chair Pro Tem
BOARD OF COUNTY COMMISSIONERS

TINA HARRIS
CLERK AND RECORDER

ATTEST:

Elizabeth Carter, Deputy Clerk





DRAFT COMMISSIONERS' SCHEDULE

JUNE 10 – 14, 2024

Current and detailed information for all Work sessions, Administrative Matters meetings (discussion items and the Consent Agenda) and Land Use Hearings is viewable in the Commissioners' Office or at

<https://www.larimer.gov/bocc/commissioners-meetings#/uws/>

Monday, June 10, 2024

1:30pm – 2:30pm  

Work Session with Lesli Ellis, Director of Community Planning, Infrastructure & Resources, Hearing Room, 1st Floor

3:00pm – 6:00pm  

Land Use Items with Development Review Team, Hybrid: In person, Hearing Room, 1st Floor or virtually via Zoom

Tuesday, June 11, 2024

9:00am – 12:00pm  

Administrative Matters meeting, Hearing Room, 1st Floor

PLEASE NOTE: In addition to in-person comments, we are taking comments via email and by phone. **You must register by 4:30pm the Monday before the meeting to participate by phone.** Either email bcc-admin@larimer.org or call 970-498-7010 and provide your name, topic for comment and phone number. You will be called at that number when it is your turn. Please submit your email comment to bcc-admin@larimer.org.

Legal Matters with William Ressue, County Attorney

11:30am – 1:00pm

Commissioner Shaddock-McNally may attend the Fort Collins Area Chamber of Commerce event: How Business Can Play a Role in Solving the Childcare Crisis in Larimer County, 225 South Meldrum Street, Fort Collins

1:30pm – 3:00pm

Administrative Direction to County Management, Sprague Lake Conference Room, 2nd Floor


4:00pm – 7:00pm

Commissioner Shaddock-McNally may participate in the virtual South Platte Basin Roundtable meeting

Wednesday, June 12, 2024

12:00pm – 1:00pm

Commissioner Shaddock-McNally may participate in the virtual National Association of Counties Energy, Environment and Land Use meeting

1:30pm – 2:30pm 

Work Session with Lori Hodges, Director, Office of Emergency Management, Hearing Room, 1st Floor

6:00pm – 9:00pm

Commissioner/Planning Commission Work Session, Hearing Room, 1st Floor

Thursday, June 13, 2024

7:30am – 10:00am

Commissioner Stephens may attend the Fort Collins Downtown Development Authority Board meeting, Innosphere Ventures, 320 East Vine Drive, Fort Collins




11:30am – 1:00pm	Commissioner Shadduck-McNally may attend the Larimer County Interagency Oversight Group meeting, Hybrid: In person, Hearing Room, 1 st Floor or virtually via Zoom
1:00pm – 2:00pm	Commissioners Stephens may participate in the virtual Fort Collins Urban Renewal Authority Finance Committee meeting
1:30pm – 3:30pm	Commissioner Shadduck-McNally may attend the Office on Aging Advisory Council meeting, Hybrid: In person, 1501 Blue Spruce Drive, Fort Collins, or virtually via Zoom
2:45pm – 4:00pm	Commissioners Stephens and Shadduck-McNally will attend the Teen Activity Center (TAC) 212 Anniversary celebration, 212 West Mountain Avenue, Fort Collins

Friday, June 14, 2024

8:30am – 9:30am	Commissioner Shadduck-McNally may participate in the virtual Colorado Forest Health Council Committee meeting
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Unless otherwise noted, all meetings are held at the Larimer County Administrative Services Building, 200 West Oak, Fort Collins, Colorado

Meetings and agendas are subject to change.

-  Decision may be made at this meeting
-  Televised meeting on Comcast Fort Collins Cable Channel 14 and 881 (HD) and Connexion Channel 14
-  Meeting will be broadcast on the internet: <https://www.youtube.com/user/LarimerCounty>

Meetings of Boards and Commissions can now be found online at www.larimer.gov/boards

Per the Americans with Disabilities Act (ADA), Larimer County will provide a reasonable accommodation to qualified individuals with a disability who need assistance. Services can be arranged with at least seven (7) business days' notice. Please email us at bcc-admin@larimer.org, or call (970) 498-7010 or Relay Colorado 711. "Walk-in" requests for auxiliary aids and services will be honored to the extent possible but may be unavailable if advance notice is not provided.

PROCLAMATION
LGBTQ+ PRIDE MONTH
June 2024

Whereas, the celebration of Pride Month originates from the June 28, 1969 police raid on the Stonewall Inn in New York City and the subsequent 5 days of spontaneous protests and confrontations by the LGBTQ+ community; and

Whereas, this series of events sparked a nationwide movement that continues to inspire us to strive for our nation's promise of Equality, Inclusion, Acceptance, and Justice for everyone, without Discrimination or Harassment, and with recognition of the strength gained from diversity; and

Whereas, 46 years later, on June 26, 2015 the U.S. Supreme Court ruled for marriage equality, with same gender couples having the same and equal rights to marriage, and it's benefits, commitments, and dignity; and

Whereas, all members of the Larimer County community who are Lesbian, Gay, Bisexual, Transgender, Queer or Questioning, Intersex, and Asexual all deserve to be welcomed, to be safe, and to live in our community without the threat of marginalization, erasure, exclusion, discrimination or harassment; and

Whereas, local governments are uniquely positioned to improve quality of life, sense of community and belonging, and equitable access for ALL; and

Whereas, Larimer County supports it's LGBTQ+ community and focuses on creating and supporting an inclusive and equitable community that honors diversity and promotes unity; and

Whereas, we invite our community to celebrate the hard fought gains of the LGBTQ+ community towards equality, inclusion, representation and acceptance in our County and our Nation, while also acknowledging that more remains to be done for each of these goals that are shared by all of us; and

Whereas, the Larimer County Commissioners would like to express to the LGBTQ+ community: we value you, we recognize and celebrate your worth and contributions, we will continue to support and work with you and your community, and we encourage you to always feel proud of who you are.

NOW, THEREFORE, we the Board of Commissioners of Larimer County do hereby proclaim June 2024 as **LGBTQ + PRIDE MONTH** in Larimer County.

Dated this 4th Day of June 2024

THE BOARD OF COMMISSIONERS OF LARIMER COUNTY

Kristin Stephens, Chair Pro-Tem

ATTEST:

Deputy Clerk

GRANT AGREEMENT
AMERICAN RESCUE PLAN COLLABORATIVE PROJECTS GRANT SUB AWARD TO FORT COLLINS HABITAT FOR HUMANITY

THIS AGREEMENT is made and entered into this 14th day of May, 2024 (“Effective Date”) by and between Larimer County (“County”) as GRANTOR and Fort Collins Habitat for Humanity, 131 Lincoln Ave, Ste 200, Fort Collins, CO 80524, as GRANTEE

WHEREAS, as allowed by the American Rescue Plan Act of 2021 (Public Law 117-2; “ARPA”), State and Local Fiscal Recovery Fund (SLRF), Larimer County seeks to make grants to small businesses, non-profit organizations, and other eligible organizations directly impacted by, or to provide services to, individuals directly impacted by the effects of the COVID-19 Pandemic; and

WHEREAS, Larimer County implemented a process that sought applications from all entities eligible under the ARPA that judged the eligibility, public benefit, community health and economic impacts, capacity to meet the terms of the ARPA; and

WHEREAS, the Board of County Commissioners recognizes the need to create more affordable housing for families below the Area Medium Income (AMI) as well as supporting innovative and socially beneficial career and technical education programs which provide youth in the school districts opportunities to develop knowledge and skills in critically needed career paths; and

WHEREAS, Fort Collins Habitat for Humanity intends to purchase nine lots at the Heartside Hill Development Site which will serve as sites for pre-constructed modular homes built by students in the Poudre High School Geometry in Construction program, where these homes will become available for purchase by families that meet Habitat for Humanity assistance qualification criteria; and

WHEREAS, Fort Collins Habitat for Humanity submitted a proposal to the County for a program that complies with the terms of the American Rescue Plan, and which provides a public benefit and is intended to alleviate the impacts of the COVID-19 pandemic as outlined in the United States Treasury Department’s Final Rule dated January 6, 2022; and

WHEREAS, the award is for the purpose of purchasing nine lots, as such associated costs towards that purpose, by Fort Collins Habitat for Humanity at the Heartside Hill Development Site; and

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows,

THE PARTIES AGREE:

1. **The Sub Award.** The County will award and release to, Fort Collins Habitat for Humanity, hereafter referred to as GRANTEE, a sum of up to \$1,000,000.00 from its SLRF allocation (the “Grant”) pursuant to the payment terms in Section 4.
2. **Use of Funds.** Grant funds in the amount of up to \$1,000,000.00 will be used by GRANTEE for the sole purpose of the purchase of the real property located in the City of Fort Collins, County of Larimer, State of Colorado, more particularly described in Exhibit A and incorporated herein by this reference as the “Property”, and as referenced in the Project Proposal, herein referred to as the “Project”, and Approved Budget submitted by

GRANTEE, attached hereto as Exhibit B and Exhibit C (together the "Approved Expenses"), respectively, and by this reference incorporated herein.

3. **Term.** Program and expenditures must be performed from the Effective Date through December 31, 2026.

4. **Payment of Funds.**

- a. Funds will be paid to the Grantee on the following schedule, unless documented program demand requires earlier funds distribution after the initial payment:
 - i. 100% of total funds paid after May 14th, 2024, and by June 7th, 2024:
\$1,000,000.00
- b. The County agrees to provide funding to GRANTEE for costs actually incurred and paid by GRANTEE in accordance with the Approved Budget attached hereto as Exhibit C under this Agreement in an amount not to exceed \$1,000,000.00 (the "Total Agreement Funds").
- c. The payment of the funds to be awarded as outlined in Section 1, shall be disbursed in one payment on the above outlined schedule to GRANTEE for Approved Expenses actually incurred and paid by GRANTEE in accordance with this Agreement in a total cumulative amount not to exceed \$1,000,000.00 (the "Total Agreement Funds").
- d. County shall have the right to recoup funds already transmitted to GRANTEE for work that is not specifically set forth in the Approved Expenses. Program funds shall not be expended prior to the Effective Date or following the earlier of the expiration or termination of this Agreement.
- e. Costs incurred shall only be as necessary and allowable to carry out the purposes and activities of the Approved Expenses and may not exceed the maximum set in each line item of the Approved Budget without first seeking prior approval of County and will demonstrate that the adjusted line item will not increase the total of the Approved Budget or must provide evidence of secured funding for the overage amount from the total of the Approved Budget.
- f. Expenses charged against the Total Agreement Funds shall only be incurred in accordance with the American Rescue Plan and the Federal Treasury's guidance (including the Final Rule and Frequently Asked Questions document), Office of Budget and Management Guidance and any other applicable law.
- g. Any funds from the sub award not obligated for expenditure by the GRANTEE by December 31, 2025 will revert to the County's ARPA Fund, to allow the County adequate time before the December 31, 2026 ARPA deadline for obligation of funds, to identify and allocate the reverted funds towards another ARPA appropriate project.

5. **GRANTEE Representations.**

- a. GRANTEE warrants that it has familiarized itself with the nature and extent of this Agreement and with all local conditions and federal, state, and local laws,

ordinances, rules, and regulations that in any manner may affect GRANTEE's performance under this Agreement. Specific Treasury Guidance, including the most recent version of the Frequently Asked Questions document provided by the U.S. Treasury Department, is attached in Exhibit D.

- b. GRANTEE is responsible for complying with all applicable terms and provisions of the American Rescue Plan, as well as all other applicable state, federal, and local laws. The relevant provisions controlling Coronavirus State and Local Fiscal Recovery Funds are defined in the Federal Provisions document, attached hereto as Exhibit E.
- c. GRANTEE agrees to abide by all obligations the County assumed upon award of SLFR funds from the U.S. Treasury and remains bound by even upon the County sub-granting these same funds to outside entities. The referenced obligations are outlined in the U.S. Treasury Coronavirus Local Fiscal Recovery Funds Award Terms and Conditions document and Assurance of Compliance with Civil Rights Requirements, attached hereto as Exhibit F and Exhibit G, respectively. GRANTEE agrees to defend and indemnify the County, its officers, agents, and employees against any claims that the funds herein have been spent contrary to applicable law.
- d. GRANTEE is obligated to satisfy the obligations set forth in its proposal, attached as Exhibit B.
- e. If this award is being made to a small business as defined in the SLRF, GRANTEE confirms that it meets this definition under the criteria included in the SLRF final rule:
 - i. Has no more than 500 employees or, if applicable, the size standard in number of employees established by the Administrator of the Small Business Administration for the industry in which the business concern or organization operates; and
 - ii. Is a small business concern as defined in section 3 of the Small Business Act (15 U.S.C 632).
- f. If this award is being made to a non-profit as defined in the SLRF, GRANTEE confirms the organization is a 501(c)(3) organization or 501(c)(19) organization. The 501(c)(3) classification includes a wide range of organizations with varying charitable or public service-oriented goals (e.g., housing, food assistance, job training). As discussed above, these nonprofit organizations often experienced hardship due to increased needs for services combined with decreased donations and other sources of funding. In response to comments, Treasury has expanded the definition of nonprofit to include 501(c)(19) organizations, which includes veterans' organizations, to provide recipients more flexibility and in alignment with the definition of nonprofit adopted by the CARES Act, wherein 501(c)(3)s and 501(c)(19)s were eligible for assistance.
- g. GRANTEE represents and warrants to County that it has the experience and ability to perform its obligations under this Agreement; that it will perform said obligations in a professional, competent and timely manner and with diligence and skill; that it has the power to enter into and perform this Agreement and grant

the rights granted in it; and that its performance of this Agreement shall not infringe upon or violate the rights of any third party, whether rights of copyright, trademark, privacy, publicity, libel, slander or any other rights of any nature whatsoever, or violate any federal, state and/or municipal laws. The County will not determine or exercise control as to general procedures or formats necessary for GRANTEE to meet this warranty.

- h. GRANTEE represents and warrants to County that the funds are necessary to accomplish the financial requirements of the Project.
- i. GRANTEE shall maintain a financial management system and financial records and shall administer funds received pursuant to this Agreement in accordance with all applicable federal and state requirements. GRANTEE shall adopt such additional financial management procedures as may from time to time be prescribed by County if required by applicable laws, regulations, or guidelines from its federal and state government funding sources. GRANTEE shall maintain detailed, itemized documentation and records of all income received and expenses incurred pursuant to this Agreement.
- j. Any item of expenditure by GRANTEE under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of County, the County's external Auditor, the U.S. Government Accountability Office or the Comptroller General of the United States to be improper, unallowable, in violation of federal or state law or the terms of the Notice of Prime Award or this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of GRANTEE, shall become GRANTEE's liability, to be paid by GRANTEE from funds other than those provided by County under this Agreement or any other agreements between County and GRANTEE. This provision shall survive the expiration or termination of this Agreement.
- k. GRANTEE's obligations to County under this Agreement shall not terminate until all closeout requirements are completed to the satisfaction of County. Such requirements shall include, without limitation, submitting final reports to County and providing any closeout-related information requested by County by the deadlines specified by County. This provision shall survive the expiration or termination of this Agreement.

6. Cooperation in Monitoring and Evaluation.

- a. **County Responsibilities.** County shall monitor, evaluate, and provide guidance and direction to GRANTEE regarding the conduct of Approved Services performed under this Agreement. GRANTEE has the responsibility to determine whether GRANTEE has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements. County shall monitor the activities of GRANTEE and provide assistance to GRANTEE to meet such requirements. County may require GRANTEE to take corrective action if deficiencies are found.
- b. **GRANTEE Responsibilities.**

- i. GRANTEE shall permit County to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable Notice of Prime Award, and GRANTEE agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Agreement.
 - ii. GRANTEE shall maintain records and submit to the County related to the following:
 - 1. Itemized invoices paid to contractors or for goods or services that are paid for with County funds or which otherwise are necessary to confirm compliance with federal, state, or local requirements.
 - c. GRANTEE shall cooperate fully with any reviews or audits of the activities under this Agreement by authorized representatives of County, the U.S. Government Accountability Office, or the Comptroller General of the United States and GRANTEE agrees to ensure to the extent possible the cooperation of its agents, employees and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Agreement.
 - d. Grantee shall be responsible for ensuring compliance with all federal guidance and law related to the use of these funds, as well as other applicable law.
- 7. **Reports/Accountability/Public Information.** GRANTEE must allow the County, its auditors, and other persons authorized by the County to inspect and copy its books and records for the purpose of verifying that monies provided to GRANTEE pursuant to this Agreement were used in compliance with this Agreement and all applicable provisions of federal, state, and local laws. GRANTEE will retain such records for seven (7) years after receipt of final payment under this Agreement unless permission to destroy them is granted by the County. GRANTEE shall not issue any statements, releases or information for public dissemination without prior approval of the County.
 - a. In any fiscal year in which GRANTEE expends \$750,000 or more in federal awards during such fiscal year, including awards received as a subrecipient, GRANTEE must comply with the federal audit requirements contained in the Uniform Guidance, [45 CFR Part 75], including the preparation of an audit by an independent Certified Public Accountant in accordance with the Single Audit Act Amendments of 1996, 31 U.S.C. 7501-7507, and with Generally Accepted Accounting Principles. If GRANTEE expends less than \$750,000 in federal awards in any fiscal year, it is exempt from federal audit requirements, but its records must be available for review by County and appropriate officials. GRANTEE shall provide County with a copy of GRANTEE's most recent audited financial statements, federal Single Audit report, if applicable (including financial statements, schedule of expenditures of federal awards, schedule of findings and questioned costs, summary of prior audit findings, and corrective action plan, if applicable), and management letter within thirty (30) days after execution of this

Agreement and thereafter within nine (9) months following the end of GRANTEE's most recently ended fiscal year.

8. **Permits and Compliance with Laws.** GRANTEE will obtain, in a timely manner, all required permits, licenses and approvals, and will meet all requirements of all local, state and federal laws, rules and regulations which must be obtained or met in connection with the purchase of the Property. It is the responsibility of the GRANTEE to be familiar with all applicable laws, restrictions, and obligations pursuant to this agreement.
9. **Independent Contractor Status.** The parties agree that GRANTEE, its agents, employees, contractors, or subcontractors, are independent contractors for purposes of this Agreement and are not to be considered employees or agents of the County for any purpose. GRANTEE and its agents, employees, contractors, or subcontractors, are not subject to the terms and provisions of the County's personnel policies and may not be considered a County employee for workers' compensation or any other purpose. GRANTEE, its agents, employees, contractors, or subcontractors, are not authorized to represent the County or otherwise bind the County in any way.
10. **Default and Termination.** If GRANTEE fails to comply with any condition of this Agreement at the time or in the manner provided for, the County may terminate this Agreement if the default is not cured within fifteen (15) working days after written notice is provided to GRANTEE. The notice will set forth the items to be cured. If this Agreement is terminated pursuant to this Section, GRANTEE will repay to the County any Grant funds already delivered to GRANTEE for the Project. The County may terminate this agreement at any time for convenience upon 30 days written notice and may refuse approval of expenditures for work or services performed outside the scope and terms of the American Rescue Plan or the terms of this Agreement.
11. **Limitation on GRANTEE's Damages; Time for Asserting Claim.**
 - a. In the event of a claim for damages by GRANTEE under this Agreement, GRANTEE's damages shall be limited to contract damages and GRANTEE hereby expressly waives any right to claim or recover consequential, special, punitive, lost business opportunity, lost productivity, field office overhead, general conditions costs, or lost profits damages of any nature or kind.
 - b. In the event GRANTEE wants to assert a claim for damages of any kind or nature, GRANTEE must first provide County with written notice of its claim, the facts and circumstances surrounding and giving rise to the claim, and the total amount of damages sought by the claim, within ninety (90) days of the facts and circumstances giving rise to the claim. In the event GRANTEE fails to provide such notice, GRANTEE shall waive all rights to assert such claim.
12. **Representatives.**

- a. **County's Representative.** The County's Representative for the purpose of this Agreement shall be the Housing Programs Stability Manager, or such other individual as County designates in writing. Whenever approval or authorization from or communication or submission to County is required by this Agreement, such communication or submission shall be directed to the County's Representative and approvals or authorizations shall be issued only by such Representative; provided, however, that in exigent circumstances when County's Representative is not available, GRANTEE may direct its communication or submission to other designated County personnel or agents and may receive approvals or authorization from such persons.
- b. **GRANTEE's Representative.** GRANTEE's Representative for the purpose of this Agreement shall be Kristin Candella (Fort Collins Habitat for Humanity, CEO and Executive Director) or such other individual as GRANTEE shall designate in writing. Whenever direction to or communication with GRANTEE is required by this Agreement, such direction or communication shall be provided to GRANTEE's Representative; provided, however, that in exigent circumstances when GRANTEE's Representative is not available, County may provide its direction or communication to other designated GRANTEE personnel or agents.

13. **Indemnity/Waiver of Claims/Insurance.** To the fullest extent permitted by law, GRANTEE agrees to defend, indemnify, and hold the County and its agents, representatives, employees, and officers (collectively referred to for purposes of this Section as the County) harmless against all third-party claims, demands, suits, damages, losses, and expenses, including reasonable defense attorney fees, which arise out of, relate to or result from GRANTEE's (i) acts or omissions, or (ii) negligence, or (iii) willful or reckless misconduct.
- a) Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist. The indemnification obligations of this Section must not be construed to negate, abridge, or reduce any common-law or statutory rights of the indemnitee(s) which would otherwise exist as to such indemnitee(s). GRANTEE's indemnification obligations under this Section shall be without regard to and without any right to contribution from any insurance maintained by County.
 - b) Should any indemnitee described herein be required to bring an action against GRANTEE to assert its right to defense or indemnification under this Agreement or under GRANTEE's applicable insurance policies required below the indemnitee shall be entitled to recover reasonable costs and attorney fees incurred in asserting its right to indemnification or defense but only if a court of competent jurisdiction determines GRANTEE was obligated to defend the claim(s) or was obligated to indemnify the indemnitee for a claim(s) or any portion(s) thereof.
 - c) In the event of an action filed against County resulting from the County's performance under this Agreement, the County may elect to represent itself and incur all costs and expenses of suit.

- d) GRANTEE also waives any and all claims and recourse against the County or its officers, agents or employees, including the right of contribution for loss or damage to person or property arising from, growing out of, or in any way connected with or incident to the performance of this Agreement.
- e) These obligations shall survive termination of this Agreement.
- f) In addition to and independent from the above, GRANTEE shall at GRANTEE's expense secure insurance coverage through an insurance company or companies duly licensed and authorized to conduct insurance business in Colorado which insures the liabilities and obligations specifically assumed by GRANTEE in this Section. The insurance coverage shall not contain any exclusion for liabilities specifically assumed by GRANTEE in this Section unless and to the extent coverage for such liability is not reasonably available.
- g) The insurance shall cover and apply to all claims, demands, suits, damages, losses, and expenses that may be asserted or claimed against, recovered from, or suffered by the County without limit and without regard to the cause therefore and which is acceptable to the County and GRANTEE shall furnish to the County an accompanying certificate of insurance and accompanying endorsements.
- h) Larimer County, its officers, agents, and employees, shall be endorsed as an additional or named insured on a primary non-contributory basis on the Commercial General Liability policy. The insurance and required endorsements must be in a form suitable to County and shall include no less than a thirty (30) day notice of cancellation or non-renewal. The County must approve all insurance coverage and endorsements prior to delivery of Grant funds to GRANTEE. GRANTEE shall notify County within two (2) business days of GRANTEE's receipt of notice that any required insurance coverage will be terminated or GRANTEE's decision to terminate any required insurance coverage for any reason.

14. Nondiscrimination and Equal Pay. GRANTEE agrees that all hiring by GRANTEE of persons performing this Grant Agreement shall be on the basis of merit and qualifications. GRANTEE will have a policy to provide equal employment opportunity in accordance with all applicable state and federal anti-discrimination laws, regulations, and contracts. GRANTEE will not refuse employment to a person, bar a person from employment, or discriminate against a person in compensation or in a term, condition, or privilege of employment because of race, color, religion, creed, political ideas, sex, age, marital status, national origin, actual or perceived sexual orientation, gender identity, physical or mental disability, except when the reasonable demands of the position require an age, physical or mental disability, marital status or sex distinction.

GRANTEE represents it is, and for the term of this Agreement will be, in compliance with the requirements of the Equal Pay Act of 1963 and Section 39-3-104, MCA (the Colorado Equal Pay Act). GRANTEE must report to the County any violations of the Colorado Equal Pay Act that Grantee has been found guilty of within 60 days of such finding for violations occurring during the term of this Agreement.

GRANTEE shall require these nondiscrimination terms of its subcontractors providing services under this Grant Agreement.

15. Public Meetings and Access to Public Records.

- a. Meetings and documents of GRANTEE that pertain to the receipt or expenditure of Grant funds from the County, shall comply with the open meeting requirements of Colorado Sunshine Law Sections 25-6-401 to -402 C.R.S., per request by the County, and the Colorado Open Records Act, Sections 24-72-201 to -206 C.R.S.

16. Integration and Modification. This document, including all documents incorporated by reference, contains the entire agreement between the parties and no statements, promises or inducements made by either party or agents of either party not contained in this written Agreement may be considered valid or binding. This Agreement may not be modified except by written agreement signed by both parties.

17. No Assignment. GRANTEE may not subcontract or assign GRANTEE's rights, including the right to Grant payments, or any other rights or duties arising hereunder, without the prior written consent of County.

18. No Third-Party Beneficiary. The terms and provisions of this Agreement are intended solely for the benefit of each party and their respective successors and assignees. It is not the parties' intent to confer third party beneficiary rights upon any other person or entity.

19. Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado without regard to conflict of law provisions.

20. Non-Waiver. A waiver by either party of any default or breach by the other party of any terms or conditions of this Agreement does not limit the other party's right to enforce such term or conditions or to pursue any available legal or equitable rights in the event of any subsequent default or breach.

21. Severability. If any portion of this Agreement is held to be void or unenforceable, the balance of the Agreement shall continue in effect.

22. Counterparts. This Agreement may be executed in counterparts, which together constitute one instrument.

23. Fund Availability: Financial obligations of the County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available by the U.S. Treasury. If funds are not appropriated, budgeted, or made available, this Contract shall immediately terminate without further obligation on the part of the County. GRANTEE acknowledges that all funding obligations herein are contingent on County's receipt of sufficient federal funding.

24. **Future Funding:** In any case where GRANTEE received disbursed funds prior to commencement of work/services or incurrence of an Approved Expense, the advanced payment is considered to be a loan until the work/services are complete and the Approved Expense has been incurred.
25. **Governmental Immunity:** 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, notice requirements or other provisions, of the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq. as applicable now or hereafter amended. There is no intent to waive or restrict governmental immunity.
26. **Prohibition of Pledging Credit and No Aid to Corporations:** Pursuant to Colorado Constitution Article XI, Sections 1 and 2 and Article X, section 20, the County shall not indemnify or hold harmless GRANTEE or any party related or operating under this Contract. No provision in the Contract shall limit or set the amount of damages available to the County to any amount other than the actual direct and indirect damages to the County, regardless of the theory or basis for such damages. Any provision included or incorporated herein by reference which purports to negate this provision in whole or in part shall not be valid or enforceable or available in any action at law or equity, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by this provision shall not invalidate the remainder of the Contract.
27. **Notice:** All notices shall be in writing and shall be deemed to have been sufficiently given or served when presented personally, by email, or by mail to designated contact set forth below. Such addresses may be changed by notice to the other party given the same manner.

i. If to County: Alea Rodriguez
Larimer County
200 W. Oak Street
Fort Collins, CO 80521
rodrigal@co.larimer.co.us

ii. If to GRANTEE: Kristin Candella, CEO & Executive Director
Fort Collins Habitat for Humanity
131 Lincoln Ave, Ste 200
Fort Collins, CO 80524
kcandella@fortcollinshabitat.org

Signature Page Following

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year indicated below.

_____ Date: _____
Chair, Larimer County

Kristin Candella Date: 05/07/24

Print name and Title: Kristin Candella, Executive Director / CEO
GRANTEE Fort Collins Habitat for Humanity

Approved as to form:

Frank Notley Date: May 14, 2024
Senior Assistant County Attorney

Exhibit A
Project Proposal, Impact Study, LOI & Promissory Note



Geometry in Construction Impact

Hands-on STEM learning works.

There are now over 200 Geometry in Construction programs across the country, with only a dozen roughly that are building something bigger than a doghouse or shed.

In 2021, Fort Collins Habitat for Humanity was selected by Habitat International, as one of 5 affiliates of the 1,200 in the United States, to receive a \$75,000 grant from Lowe's. The purpose of the award was to gather and document best practices for this type of program in order to create a toolkit for other affiliates. In addition, the learning cohort met frequently to focus on opportunities for improvement together.

Through this research, key findings of benefits to the school and students were documented including the following:

- Increased academic performance because of the real-world impact—the house will exist outside of the classroom and will remain for years after the students finish the class—it has to be done right.
- Knowing that their product is subject to City inspections also increases their learning and motivation. They can pass the class but fail an inspection.
- Thinking about others encourages them to consider how they can positively impact their community in the future.
- Relationship—it is easier for students to forge friendships with each other because of the level of team building and collaborative environment. Students who may not have anything else in common often end up connecting because of working together in class.
- Increased access for ESL learners because hands-on activity is easier to translate. Seeing how to measure and build a wall is a visual learning opportunity and can help give context to learning the language of math that is being described in a second language to the student.

Students benefit and there is potentially a bigger systemic impact as well, given the labor shortages across the industry. A lack of skilled tradespeople leads to increased building costs, and it is important now more than ever to encourage students to learn and explore

these skills. The Geometry in Construction Program provides an accessible, alternative path to attending a four-year college.

Poudre Build students have shared the following with us:

“I was dealing with mental health struggles last year while in school...my life was bad....I would not have made it through school last year without this class...that I now know I can now make a difference in someone else’s life.”

“I’ve always been interested in engineering. I started with Geometry in Construction and since have taken 3 other engineering courses. With this hands-on experience on my resume, I was able to get an internship at Woodward that I absolutely love. I can confidently say that this class has helped me to see where I want to go.”

“I now feel like I can join my dad in construction and go into the trades.”

Local data gathered from Poudre High student surveys supports these findings:

- 88% say their understanding of math has improved through the program
- 80% of students felt that they understood the role that affordable housing plays in building a thriving community
- 45% say they plan to pursue a career in construction or engineering because of the program
- Roughly half say that are more likely to graduate because of this program.



This document provides some background regarding Habitat's Long Term Affordability (LTA) Covenant, the structure, and how it is recorded.

Background:

1. Habitat Denver had three real estate law firms determine how to place the covenants (deed restrictions) on the property and the recording order so that the Habitat Long Term Affordability Covenant survives a foreclosure. Fort Collins Habitat for Humanity then worked with one of these law firms to adapt the structure and documents to this affiliate.
2. An important point to remember is that if the covenant is recorded after the Deed of Trust securing the 1st mortgage, then it gets wiped out in a foreclosure scenario and the house is likely lost to the open market in a competitive auction.
3. There is a Colorado state statute that allows restrictions for up to 90 years without impairing the owner through Restraint on Alienation. Habitat's covenants run 90 years and can be reset any time Habitat exercises its Right of First Repurchase clause in the covenant.
4. There needs to be Evidence of Indebtedness to secure the LTA covenant to the property, which is covered by the final Addendum to the Deed of Trust.

Fort Collins Habitat for Humanity implemented Long Term Affordability (LTA) covenants through deed restrictions. The intention was to ensure the home stayed affordable beyond the first homeowner. As our homes typically appraise for more than the 1st mortgage amount, we have used a silent 2nd mortgage to cover that difference and allow us to sell all our homes at fair market value. We would receive repayment of the "equity deed" upon sale or transfer of the home. We would also grant all appreciation to the homeowner over the course of the 30 year mortgage term since there has been no shared appreciation model in place.

With our LTA covenants, we are placing a Maximum Resale Price Schedule which gives the homeowner some sense of security knowing the appreciation they would receive because they are not subject to market fluctuations. This starts at the original 1st mortgage amount, and can appreciate by up to 2% annually for the 90 year term. This schedule dictates the maximum price the home can be resold for. We would also do an appraisal at resale, and use the lower of the appraised amount or the Maximum Resale Price Schedule amount.

The 2% was decided by looking at the average median income increase in the Fort MSA over the last 10+ years. Theoretically, it means that a mortgage that's affordable for a family at 60% AMI today, would be affordable for a 60% AMI family 20 years in the future. The Federal Reserve Banks and HUD track AMI for your service area so you can see what your incomes have done over time.

The first mortgage is calculated at the income of the first homebuyer which theoretically means that a mortgage that's affordable for a family at 60% AMI today, would be affordable for a 60% AMI family 20 years in the future.

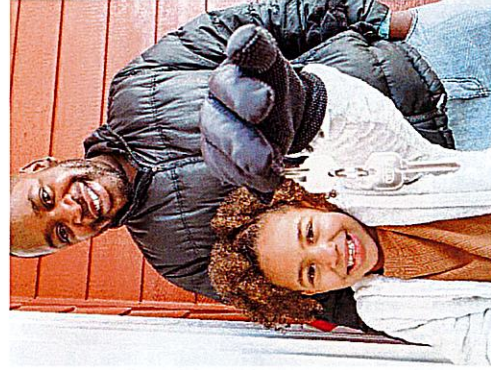
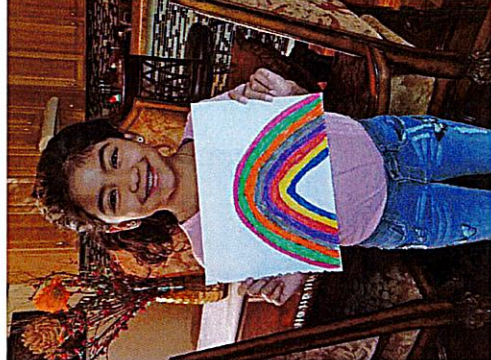
On the first sale, we still use either a non-forgivable 2nd mortgage and/or a down payment assistance to cover the difference between the appraisal and the 1st mortgage. This helps in two ways:

1. It keeps us in line with HFHI's house pricing policy in that the 1st mortgage can't be more than the lower of the appraisal and the cost to build the house. In Fort Collins, our homes appraise for more than it costs us to build.
2. Once we have mortgages at 80% LTV, we can sell them for par to our state Housing Finance Authority.

Colorado has a statute regarding Restraint on Alienation that limits restrictions to 90 years, so our that's why our covenants have a 90 year term. Also, the recording order matters, as a foreclosure typically wipes out all covenants, which means the house is lost to the open market at auction. We wanted to find a way to make sure that even if a house is foreclosed, the covenants stayed in place.

0. Habitat's LTA covenants run 90 years and can be reset any time Habitat exercises its Right of First Repurchase clause in the covenant.
1. The final Addendum to the Deed of Trust serves as Evidence of Indebtedness to secure the LTA covenant to the property.
2. The penalty for violating the sale or transfer provision of the LTA is 120% of the difference between Fair Market Value (based on an appraisal) and the Maximum Resale Price Schedule.
 - o Habitat also uses penalty language that allows the sale or transfer to be voided upon covenant violation. We are happy to use whichever language the City of Aurora prefers.
3. The recording order for the Habitat covenants is as follows, ensuring that the LTA covenant survives a foreclosure and the housing unit stays affordable for at least 90 years:
 - a. LTA covenant (owner occupancy, income eligibility, resale schedule, Habitat Right of First Repurchase)
 - b. Habitat first Deed of Trust for the mortgage
 - c. Habitat second Deed of Trust (if a silent second mortgage is used for affordability)
 - d. Addendum to first Deed of Trust that secures the LTA covenant (amount of indebtedness is the difference between FMV and the resale maximum)

COLORADO HABITAT FOR HUMANITY IMPACT STUDY



Homeownership is Transformational: Health



Since moving into their Habitat home

91% of Habitat homeowners experienced better mental health for themselves,

90%

observed improvements in their family's health, and

75%

could more easily afford healthcare.



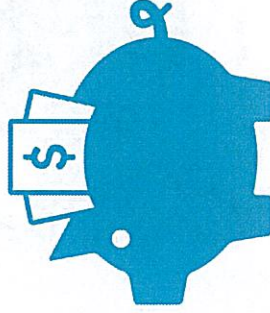
"I believe having a place that you can afford to call your own is the very foundation for being able to go forth and develop as a human being capable of contributing to this society. Homeownership is the great stabilizer economically and for mental health." -Habitat homeowner

Homeownership is Transformational: Financial Stability



81%

of Habitat homeowners felt somewhat or much more financially secure since moving into their Habitat home.



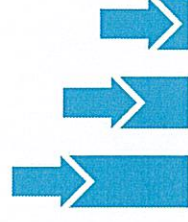
"Gave us the opportunity to gain equity and be able to save and plan for a financially and healthy retirement."

-Habitat homeowner

Habitat homeowners reported a

52%

decrease in the total number of public assistance programs used after moving into their Habitat home.



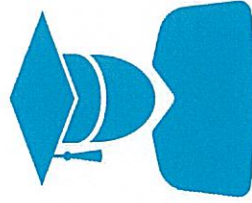
Habitat
for Humanity
of Colorado

Homeownership is Transformational: Education



98%

of Habitat homeowners observed a stable or positive impact on their children's performance in school since moving into their Habitat home.



"My children all attended college and are now living their best lives. I credit that to them having a good home environment. We wouldn't have had that without Habitat for Humanity." -Habitat homeowner



Two-Thirds

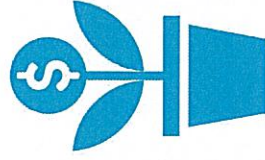
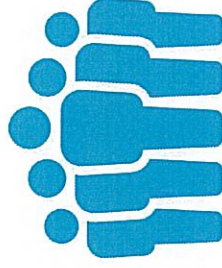
of Habitat homeowners expect their children to earn a bachelor's degree or greater.

Homeownership is Transformational: Workforce



Top 5 work industries of Habitat homeowners:

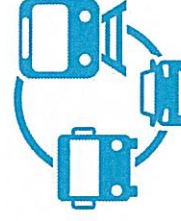
1. Healthcare
2. Education, Training, or Library
3. Office Administrative Support
4. Transportation or Warehousing
5. Sales or Retail



"Rents kept increasing and the possibility of not being able to afford rent was always there. After getting into my Habitat home, I have been able to progress in my career...and actually have really smart financial goals for myself and some money even set aside and saved for my daughter." -Habitat homeowner

72.2%

of homeowners reported that their work commute decreased or stayed the same after moving into their Habitat home.



STORIES

Homeownership is Transformational.

- Building intergenerational wealth
- **Benefiting educational outcomes**
- Improving mental and physical health
- **Saving Coloradans money**
- Increasing financial well-being
- **Creating stability for families**
- Providing a safe environment for children
- **Stabilizing local workforce**
- Making CO more affordable through homeownership
- **Building green and energy efficiency**

PROMISSORY NOTE
WITH PROVISIONS FOR FORGIVENESS

AMOUNT: \$1,000,000.00

FOR VALUE RECEIVED, FORT COLLINS HABITAT FOR HUMANITY, a registered Colorado non-profit corporation (“Maker”), promises to pay to the COUNTY OF LARIMER, COLORADO, a political subdivision of the State of Colorado (“Holder”), the principal sum of ONE MILLION DOLLARS (\$1,000,000.00), in accordance with the following:

1. Payment of Principal with Provision for Forgiveness. Principal shall be payable in (9) annual and equal installments of one hundred eleven thousand and one hundred eleven dollars and eleven cents (\$111,111.11) due each year starting in 2026, and each year subsequent until either the entire amount has been re-paid or forgiven. The obligation to pay the \$111,111.11 shall be forgiven upon execution of each 9 anticipated Long Term Affordability Covenants with an income qualifying homeowner. Each payment will be excused if, and only if, on the date for each installment, Maker is in compliance with its obligations as provided in that certain “Grant Agreement American Rescue Plan Collaborative Projects Grant Sub Award to Fort Collins Habitat For Humanity”, executed by and between Maker and Holder on May 14th, 2024 (the “agreement”), and has been compliant throughout the proceeding 365 days. The agreement is attached as Exhibit “A.”. The principal balance shall be reduced by the amount of any excused payment. The purpose of the promissory note is to ensure that the money provided through the “Grant Agreement American Rescue Plan Collaborative Projects Grant Sub Award to Fort Collins Habitat for Humanity”, executed by and between Maker and Holder on May 14th, 2024, is used for affordable housing. Habitat for Humanity intends to use the money provided by the County pursuant to the Agreement to purchase nine lots on which affordable housing shall be constructed. The lots will

all be purchased at the same time, and one home per lot will be built per year for the following 9 years. The intent of the parties with this Promissory Note is to ensure that as each lot is purchased, and then subsequently sold to a homeowner, that the lot will be used for affordable housing for a period of at least 90 years. To the extent that Habitat uses each lot to provide such affordable housing and is compliance with the Agreement, it shall have no obligation to repay any amount to the County.

2. Remedy. Notwithstanding the forgoing provision, should Maker default under the terms of the Agreement at any time before July, 2040, or before such later date if the obligations and term of the Agreement are tolled pursuant to its provisions, the entire balance of this Promissory Note shall become due and payable immediately. Failure to pay any amount payable under this Promissory Note when due shall be a default and shall be governed by the terms of this Promissory Note and the Agreement. Upon default, Holder shall be entitled to defaulting interest of twelve percent (12%) per annum on the outstanding principal balance. Interest shall be calculated from the date of default until payment of the outstanding principal balance.
3. Security. This Promissory Note and the indebtedness evidenced hereby, including principal, costs of collection and all other amounts due hereunder, are secured by a deed of trust (the "Deed of Trust") of even date herewith encumbering the property commonly known by street address as:

4.

1039 Brittany St. Fort Collins, CO
1027 Brittany St. Fort Collins, CO
1021 Brittany St. Fort Collins, CO
1009 Brittany St. Fort Collins, CO
1003 Brittany St. Fort Collins, CO
955 Brittany St. Fort Collins, CO
945 Brittany St. Fort Collins, CO
943 Brittany St. Fort Collins, CO
937 Brittany St. Fort Collins, CO

Until release, said Deed of Trust contains additional rights to Holder.

5. Waiver. Maker hereby waives all rights to: (i) demand; (ii) presentment for payment; (iii) protest; and (iv) notice of dishonor, of protest, of demand, of nonpayment and of maturity.

If to Holder: Larimer County Manager
200 W. Oak Street
P.O. Box 1190
Fort Collins, CO 80522

With Copy to: Larimer County Finance Director
200 W. Oak Street.
P.O. Box 1190
Fort Collins, CO 80522

Notice of a change of address of either party shall be given in the same manner as all other notices, as hereinabove provided.

This Promissory Note is issued pursuant to the Agreement between Maker and Holder, and Maker acknowledges that one for the purposes of this Promissory Note and the Deed of Trust is to assure Maker's compliance with its obligations under the Agreement which are intended to further the long-term preservation of affordable housing in Larimer County.

EXECUTED in the City of Fort Collins, County of Larimer, State of Colorado, this 7th day of May, 2024.

MAKER:

FORT COLLINS HABITAT FOR HUMANITY, a Colorado non-profit

By: *Christin Candella*

Kristin Candella, Executive Director and CEO

ATTEST:

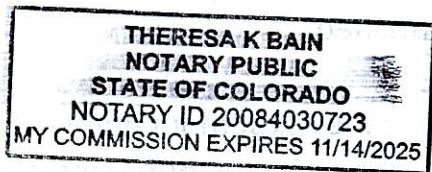
Kenneth S. Popson
Corporate Secretary

State of COLORADO COUNTY OF: LARIMER

The foregoing instrument was acknowledged before me this 7th day of May, 2024 by Kristin Candella, as Executive Director and CEO of Fort Collins Habitat for Humanity.

Witness my hand and official seal.

My commission expires: 11/14/25



Theresa K. Bain
Notary Public

August 23, 2023

Kristin Candella
Fort Collins Habitat for Humanity
4001 South Taft Hill Road
Fort Collins, CO 80526

Re: Letter of Intent to Purchase and Sell Lots in Heartside Hill Community

Dear Steve Kuehneman,

Fort Collins Habitat for Humanity ("Habitat") and Community at Heart, LLC ("Developer," and, collectively with Habitat, the "Parties") have expressed mutual interest in agreeing that Developer will sell, and Habitat will purchase, certain lots in the Heart of the Rockies Subdivision in Fort Collins, Colorado. This letter is intended to memorialize the Parties' mutual understanding regarding the terms of this anticipated transaction. In particular, the Parties intend to execute a purchase and sale agreement including, without limitation, the following terms:

1. **Property.** Habitat intends to purchase from Developer, and Developer intends to sell to Habitat, Lots 1-4, Block 1, and Lots 1-7, Block 2, in the Heart of the Rockies Third Subdivision, County of Larimer, State of Colorado, as those lots will be designated on the Final Plat of said subdivision that will be recorded in the official records of Larimer County (such lots, the "Property"), two of which lots Habitat intends to sell, in a separate transaction, to L'Arche Fort Collins.
2. **Title.** Developer will agree to provide Habitat, at Developer's expense, with a current title commitment for the Property. Developer will also provide Habitat with the recorded Final Plat of Heart of the Rockies Third Subdivision, the recorded Master Declaration of Protective Covenants for Heartside Hill, the Articles of Incorporation and Bylaws of Heartside Hill Owners Association, and the Heartside Hill Architectural Control Guidelines. Habitat shall have the right to inspect all documents described in this paragraph (the "Title Documents") and object, within seven days of receipt, to any unsatisfactory title conditions, which conditions Developer, in turn, shall have the right to cure prior to closing.
3. **Conveyance.** Subject to Habitat's payment of the mutually agreed purchase price and satisfaction of all other relevant obligations, Developer will agree to deliver a Special Warranty Deed conveying the Property to Habitat free and clear but subject to "Statutory

Exceptions.” Developer will agree to deliver possession of the Property to Habitat simultaneously with delivery of such deed.

4. **Closing Costs.** The Parties will agree to pay their respective closing costs and divide equally any fees for real estate closing services.
5. **Taxes.** Developer is attempting to establish tax-exempt status for the Property. In the event that Developer is unable to secure such status prior to closing, general taxes for the year of closing, based on the taxes for the calendar year immediately preceding closing, will be prorated to the date of closing.
6. **Default and Legal Fees.** The Parties will agree that, in the event that Habitat fails to close on the mutually agreed closing date, Developer will be entitled to retain Habitat’s deposit as liquidated damages. In the event that Developer fails to close on the mutually agreed closing date, Habitat’s exclusive remedy will be return of its deposit. The prevailing party in any action for the enforcement of the purchase agreement will be entitled to recover reasonable legal fees.
7. **Inspection.** Developer will agree to make reasonable arrangements for Habitat to inspect the Property during the period between execution of the purchase agreement and closing (or termination of the agreement), which inspections shall occur at reasonable times and under reasonable conditions.
8. **Subdivision Improvements.** The purchase agreement will provide that, as a condition to closing, Developer will complete paved internal streets and alleys, electric lines, natural gas lines, and telephone lines to each lot, a sanitary sewer collection system to each lot, and a potable water delivery system to each lot.
9. **As-Is Condition.** Habitat will acknowledge and agree that, except for the subdivision improvements described in the preceding paragraph, Developer will deliver, and Habitat will accept, the Property in “as-is, where-is” condition.
10. **Lot Line Modification.** Habitat will agree not to object to a replat of Heart of the Rockies Third Subdivision in order to adjust the lot line between Lot 1, Block 1, Heart of the Rockies Second Subdivision, and any portion of Heart of the Rockies Third Subdivision not including the Property. Habitat will agree to execute any documents necessary to obtain approval of such a replat from the City of Fort Collins.
11. **Non-Enforceable Letter of Intent.** This letter of intent sets forth the basis on which the Parties intend to proceed but, notwithstanding anything to the contrary contained herein, is not intended to create and does not create any legally binding obligation of any nature on the part of Habitat or Developer. The obligations described herein will not be enforceable unless and until the Parties execute a final purchase and sale agreement.

Very truly yours,

Community at Heart, LLC,
a Colorado limited liability company

By: _____

Address:

Accepted and Agreed to By:
Fort Collins Habitat for Humanity, LLC.
a Colorado limited liability company

By: *Kristin Candella*
Kristin Candella
Executive Director and CEO

EFS:

None

cc:

30179247_v3

Exhibit B
Approved Budget

Sources and Uses of Funds Worksheet

Applicant Name: Fort Collins Habitat for Humanity

Project: Acquisition of 9 Lots at Heartside Hill

Project Activities	Total Project Cost	County Funds Request	Amount	Other Funding Source
A: Acquisition Costs				
1. Land	\$1,125,000.00	\$1,000,000.00	\$125,000.00	General Fundraising Habitat/Mortgage Loan Sales
2. Existing Structures				
3. Appraisals				
4. Soils Tests				
5. Survey				
6. Other				
7. Other				
B: Construction Costs				
1. Building Permit Fees				
2. Tap Fees				
3. Off-Site Infrastructure				
4. Construction/Rehab				
5. Landscaping				
6. Contingency				
7. Other - General Contractor				
8. Other - Inspections				
C: Design Fees				
1. Architect Fee				
2. Engineering Fee				
3. Other - Market Study				
4. Other - Capital Needs Assessment				
D: Interim Costs				
1. Construction Insurance				
2. Const. Loan Origin Fee				
3. Construction Interest				
4. Consultants				
5. Taxes during Construction				
6. Other - Title Insurance				
7. Other				
E: Perm. Financing Fees/Deposits				
1. Loan Fees & Expenses				
2. Attorney Fees				
3. LHIC Fees				
4. Developer's Fee				
5. Operating Reserve				
6. Other - Tax Credit Consultant				
7. Other - Cost Certification				
F: Tenant Relocation				
1. Temporary Relocation				
2. Permanent Relocation				
G: Project Management				
1. Marketing				
2. Project Management				
3. Consultants - Organization Costs				
4. Other				
5. Other				
Homebuyer Assistance				
1. Downpayment Assistance				
2. Closing Costs				
3. Interest Rate Buy Down				
4. Case Management				
5. Other				
6. Other				
Tenant Based Rental Assistance				
1. Rent Payments				
2. Case Management				
3. Other				
General Administration				
1. Salaries/Benefits				
2. Operating/Supplies				
3. Travel				
4. Audit				
5. Environmental Review/Assessment				
6. Environmental Notification				
Total Costs	\$0.00	\$0.00	\$0.00	
	\$1,125,000.00	\$1,000,000.00	\$125,000.00	

Poudre Build Lot Acquisition

Project Name: Heartside Hill

FUNDING SOURCES/REVENUES

Description	Committed Funds (A)	+	Anticipated Funds (B)	=	Total Funds (C)
Federal Government Sources					
		+		=	\$0
		+		=	\$0
		+		=	\$0
		+		=	\$0
Federal Total =					\$0
State Government Sources					
		+		=	
		+		=	
		+		=	
		+		=	\$0
State Total =					\$0
Local Sources (includes government and non-foundation sources)					
County General Fund (ARPA)		+	\$1,000,000	=	\$1,000,000
		+		=	\$0
		+		=	\$0
		+		=	\$0
Local Total =					\$1,000,000
Foundations					
		+		=	\$0
		+		=	\$0
		+		=	\$0
		+		=	\$0
Foundations, etc. Total =					\$0
Fundraising/Donations/Etc.					
Homecoming Gala		+	\$50,000	=	\$50,000
		+		=	
		+		=	
Fundraising Total =					\$50,000
Fees for Services					
Mortgage Loan Sales - Independent Financial		+	\$75,000	=	\$75,000
		+		=	\$0
		+		=	\$0
		+		=	\$0
Fees for Services Total =					
Total Revenues from all Categories =					\$1,125,000

Narrative

The 9 lots at Heartside Hill are currently under development and so the final lot cost has not yet been determined but a most recent budget says the lots will be approximately \$125K per lot of \$1,125,000 for the 9 lots. Habitat has access to funds to cover the cost above the County's contribution and the project will go forward.

Exhibit C
Grant Expense Report Form
(PDF of Form Attached)



LARIMER COUNTY

AMERICAN RESCUE PLAN ACT GRANT AGREEMENTS QUARTERLY EXPEDITURE REPORT FORM

1. Organization Name:

2. Project Title:

3. Expense Category (choose all that apply)

- | | |
|--|--|
| <input type="checkbox"/> Payroll | <input type="checkbox"/> Grants or scholarships to individuals |
| <input type="checkbox"/> Revenue Loss | <input type="checkbox"/> Grants of materials or equipment to individuals |
| <input type="checkbox"/> Materials and/or Services | <input type="checkbox"/> Administrative overhead/indirect costs |

4. Description of Prior Quarter Expenditure Invoices/Documentation (required - 2,000 characters max)

5. Is documentation attached? (check if applicable)

- Payroll: time sheets and pay statements with personally identifiable information redacted
- Revenue Loss: audited financial statements comparing revenue in relevant time frames
- Materials and/or Services: Vendor invoices plus proof of payment
- Grants of funds or materials to individuals or organizations - itemized lists of recipients
- Administrative overhead/indirect costs or other documentation

6. Time period covered by this report:

7. Is this the final quarterly report for this grant project?

- Yes No

8. Attestation: I attest that the provided documentation is for expenditures related to the project included the grant agreement signed with Larimer County. The activities funded with these expenditures comply with U.S. Treasury guidance for the use of American Rescue Plan Act - Fiscal Recovery Funds and the grant agreement signed with Larimer County.

- Yes

9. Authorized Representative signature (must be person indicated in grant agreement with Larimer County)

Exhibit D
Treasury Guidance and Frequently Asked Questions
(Web Link to Final Rule and Final Rule Overview Below)

<https://home.treasury.gov/system/files/136/SLFRF-Final-Rule.pdf>

<https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-Overview.pdf>

Exhibit E

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.
- 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 Interim 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. "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>.
 - 2.1.3. "Entity" means:
 - 2.1.3.1. a Non-Federal Entity.
 - 2.1.3.2. a foreign public entity.
 - 2.1.3.3. a foreign organization.
 - 2.1.3.4. a non-profit organization.
 - 2.1.3.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
 - 2.1.3.6. a foreign non-profit organization (only for 2 CFR part 170) only);
 - 2.1.3.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
 - 2.1.3.8. a foreign for-profit organization (for 2 CFR part 170 only).

- 2.1.4. "Executive" means an officer, managing partner or any other employee in a management position.
- 2.1.5. "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.
- 2.1.6. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1
- 2.1.7. "Grant" means the Grant to which these Federal Provisions are attached.
- 2.1.8. "Grantee" means the party or parties identified as such in the Grant to which these Federal Provisions are attached.
- 2.1.9. "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.
- 2.1.10. "Nonprofit Organization" means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
 - 2.1.10.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest.
 - 2.1.10.2. Is not organized primarily for profit; and
 - 2.1.10.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.11. "OMB" means the Executive Office of the President, Office of Management and Budget.
- 2.1.12. "Pass-through Entity" means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.13. "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.
- 2.1.14. "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.

- 2.1.15. "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.
- 2.1.16. "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:
- 2.1.16.1. Salary and bonus;
 - 2.1.16.2. 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;
 - 2.1.16.3. 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.
 - 2.1.16.4. Change in present value of defined benefit and actuarial pension plans;
 - 2.1.16.5. Above-market earnings on deferred compensation which is not tax-qualified.
 - 2.1.16.6. 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.
- 2.1.17. "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.
- 2.1.18. "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. 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.
4. **SYSTEM FOR AWARD MANAGEMENT (SAM) AND DATA UNIVERSAL NUMBERING SYSTEM (DUNS) 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 after the initial registration, and more frequently if required by changes in its information.
 - 4.2. DUNS. Grantee shall provide its DUNS number to its Prime Recipient, and shall update Grantee's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Grantee's information.
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 F 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.

EC1: Public Health

COVID-19 Vaccination (EC 1.1) and COVID-19 Testing (EC 1.2)

- a. Description of metrics for disadvantaged communities served.

Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, Dense Work Sites, Schools, etc.) (EC 1.4), Mental Health Services (EC 1.10) and Substance Use Substances (1.11)

- a. Measurement of the metric.

Payroll for Public Health and Safety Employees (EC 1.9)

- a. Number of governmental FTEs responding to COVID-19 supported under this authority

Public Health Project-Specific Reporting Requirements (EC1)

- a. Unique requirement(s), if applicable

EC2: Negative Economic Impacts

Household Assistance (EC 2.1-2.5)

- a. Description of metrics for disadvantaged communities served.
- b. Measurement of the metric.
- c. Number of households served (by program if recipient establishes multiple separate household assistance programs).

Household Assistance (EC 2.2 & 2.5)

- a. Number of people or households receiving eviction prevention services (including legal representation)
- b. Number of affordable housing units preserved or developed.

Unemployment Benefits or Cash Assistance to Unemployed Workers (EC 2.6)

- a. Measurement of the metric.

Job Training Assistance (e.g., Sectoral job-training, Subsidized Employment, Employment Supports or Incentives) (EC 2.7)

- a. Description of the metrics for disadvantaged communities served.
- b. Measurement of the metric.

Small Business Economic Assistance (EC 2.9)

- a. Description of the metrics for disadvantaged communities served.
- b. Measurement of the metric.
- c. Number of small businesses served (by program if recipient establishes multiple separate small businesses assistance programs)

Aid to Nonprofit Organizations (EC 2.10)

- a. Measurement of the metric.

Other Economic Support (EC 2.13)

- a. Description of the metrics for disadvantaged communities served.
- b. Measurement of the metric.

Rehiring Public Sector Staff (EC 2.14)

- a. Number of FTEs rehired by governments under this authority

Negative Economic Impacts Project-Specific Reporting Requirements (EC2)

- a. Number of workers enrolled in sectoral job training programs
- b. Number of workers completing sectoral job training programs
- c. Number of people participating in summer youth employment programs
- d. Unique requirement(s), if applicable

EC3: Services to Disproportionately Impacted Communities

Education Assistance: Early Learning (EC 3.1), Education Assistance: Aid to High-Poverty Districts (EC 3.2) Education Assistance: Academic Services (EC 3.3), Education Assistance: Social, Emotional, and Mental Health Services (EC 3.4), and Education Assistance: Other (EC 3.5)

- a. Description of metrics for disadvantaged communities served.
- b. Measurement of the metric.

c. National Center for Education Statistics (“NCES”) School ID or NCES District ID

d. Number of students participating in evidence-based tutoring programs
Housing Childhood Environments (EC 3.6-3.9)

a. Number of children served by childcare and early learning (preschool/pre-K/ages 3-5)

b. Number of families served by home visiting.

Healthy Childhood Environments: Child Care (EC 3.6), Healthy Childhood Environments: Home Visiting (EC 3.7), Healthy Childhood Environments: Services to Foster Youth or Families Involved in Child Welfare System (EC 3.8), Healthy Childhood Environments: Other (EC 3.9), Housing Support: Affordable Housing (EC 3.10), Housing Support: Services for Unhoused Persons (EC 3.11), Housing Support: Other Housing Assistance (EC 3.12), Social Determinants of Health: Other (EC 3.13), Social Determinants of Health: Community Health Workers or Benefits Navigators (EC 3.14), Social Determinants of Health: Community Violence Interventions (EC 3.16)

a. Description of the metrics for disadvantaged communities served.

b. Measurement of the metric.

Housing Support (EC 3-10-3.12)

c. Number of people or households receiving eviction prevention services (including legal representation)

d. Number of affordable housing units preserved or developed.

Social Determinants of Health: Lead Remediation (EC 3.15)

a. Description of metrics for disadvantaged communities served.

b. Measurement of the metric.

Services to Disproportionately Impacted Communities Project-Specific Reporting Requirements (EC3)

a. Unique requirement(s), if applicable

EC4: Premium Pay

Premium Pay (both Public Sector EC 4.1 and Private Sector EC 4.2)

a. Number of workers served

Premium Pay Project-Specific Reporting Requirements (EC3)

a. Unique requirement(s), if applicable

EC5: Infrastructure

All infrastructure projects (EC 5)

a. Projected/Actual construction start date (month/year)

b. Projected/Actual initiation of operations date (month/year)

c. Location (for broadband, geospatial location data)

d. Description of how the project contributes to addressing climate change

Water and sewer projects (EC 5.1-5.15)

- 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)

Broadband projects (EC 5.16-5.17)

- a. Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100Mbps download and upload speeds
 - a. If the project is not designed to reliability meet or exceed symmetrical 100Mbps speeds, explain why not and:
 - b. Confirm project design to meet or exceed 100 Mbps download and between 20 and 100 Mbps upload speed and be scalable to a minimum of 100 Mbps upload and download speed.
- b. Additional programmatic data requirements will be issued by US Treasury in July 2022 for broadband projects, and agencies may be required to report on additional metrics, including, but not limited to:
 - a. 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
 - b. 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
 - c. 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.

Infrastructure Project-Specific Reporting Requirements (EC5)

- a. Unique requirement(s), if applicable
- 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 DUNS Number.
 - 8.1.2.2. Subrecipient DUNS Number if more than one electronic funds transfer (EFT) account.
 - 8.1.2.3. Subrecipient parent's organization DUNS Number.
 - 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 DUNS Number 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 only applicable to EC 1.1, 1.2, 2.1, 2.2, 2.3, 2.4, 2.5, 2.7, 2.9, 2.13, 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 3.10, 3.11, 3.12, 3.13, 3.14, 3.15, and 3.16.

- 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. This requirement is only applicable to EC 1.4, 1.10, 1.11, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.7, 2.9, 2.10, 2.13, 3.1, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 3.10, 3.11, 3.12, 3.13, 3.14, and 3.16.
- 8.1.3.5. Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the negative economic impacts of COVID-19. This requirement is only applicable to EC 2.1, 2.2, 2.3, 2.4, 2.5, 2.9, 2.11, and 2.12. 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, for whom premium pay would increase total pay above 150 percent of their residing State's average annual wage, or their residing county's average annual wage, whichever is higher, on an annual basis 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), 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 G – 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 Agreement with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never Agreement 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 CFR 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.

Exhibit F
U.S. Treasury Coronavirus Local Fiscal Recovery Funds
Award Terms and Conditions

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient 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, Recipient 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. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, 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 Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient 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. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient 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. Recipient and subrecipients must disclose in writing to Treasury 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.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient 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 Governmentwide 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 (contracts and subcontracts 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. Recipient 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. Governmentwide 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 Recipient's noncompliance with section 603 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 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient 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. Recipient 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 contracts, 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 [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient 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 section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. 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 Recipient 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 Recipient or third persons for the actions of Recipient 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 contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient 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 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.
- 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 contract 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 Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient 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), Recipient 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.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

Exhibit G
Assurance of Compliance with Civil Rights Requirements

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

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 recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient'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 contracts of guarantee or insurance, regulated programs, licenses, procurement contracts 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 Recipient 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 Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient 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. Recipient 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). Recipient 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, Recipient 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. Recipient 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 Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient 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>.

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4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient 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 contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient'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 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 the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (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 contract or agreement.

6. Recipient 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 Recipient, 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 Recipient for the period during which it retains ownership or possession of the property.
7. Recipient 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 Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient 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. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient 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

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agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients 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-recipients.

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.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Larimer County

5/11/2021

Recipient

Date

DocuSigned by:
Dinda Hoffman
11364DDA0A05447...

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.