



Date: Tuesday, May 21, 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 13, 2024

Upcoming Schedule Review

1. Schedule review for the week of May 27, 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. **Grant Agreements Regarding American Rescue Plan Collaborative Projects Grant Sub Award for Expansion of Career and Technical Education (CTE) Programming and Facilities**

Submitted by: Laura Walker (HEH Director)

DESCRIPTION: 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 CTE programming and facilities.

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.

Legal Matters

No 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 current legal status of all pending state and federal court cases in which Larimer County is a named party.

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 13, 2024

LAND USE HEARING

There was no Land Use Hearing for the week of May 13, 2024.

TUESDAY, MAY 14, 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 Thomas Clayton, Commissioner's Office, and Heather Arment, Deputy Clerk.

Commissioner Kefalas opened the meeting with the Pledge of Allegiance.

1. PUBLIC COMMENT:

Matthew Gomez addressed the Board in regard to his time in the foster system – stating the system is flawed. Mr. Gomez described his personal experience as a child and a father. He asked the Board to address the issues within the system.

Rosemary Van Gorder addressed the Board stating, “the government does not make a good parent”. Ms. Van Gorder requested the Board to look at the money and where it goes.

Collectively, the Commissioners thanked Mr. Gomez and Ms. Van Gorder for their comments.

Commissioner Stephens stated she does believe there are checks in the system, but also recognized as in any system - there can sometimes be failures. She stated the County does focus on kinship placement, but there are situations when the foster care system is necessary. Commissioner Stephens acknowledged there are not enough resources for foster care children when they come out of foster care – or, for people in poverty but these are issues they are trying to address as Commissioners.

Commissioner Shadduck-McNally expressed that while none of the Commissioners currently on the Board were on the Board at the time Mr. Gomez was in the foster care system, she believes that they have worked to make some changes such as kinship care and peer-to-peer mentoring and support. Commissioner Shadduck-McNally revealed that there is going to be a new shelter for youth

experiencing homelessness opening in Larimer County [this fall] to help bridge the gap in the community with our youth.

Chair Kefalas stated that this was not the time or place for dialogue, and that he and Ms. Van Gorder had been in communication and hoped they could find an appropriate setting for this dialogue [in order to respect individuals' confidentiality].

Chair Kefalas closed Public Comment

2. APPROVAL OF THE MINUTES FOR THE WEEK OF MAY 6, 2024:

MOTION:

Commissioner Stephens moved that the Board of County Commissioners approve the minutes for the week of May 6, 2024.

Motion carried 3-0.

3. REVIEW OF THE SCHEDULE FOR THE WEEK OF MAY 20, 2024: Ms. Bird reviewed the upcoming schedule with the Board.

4. CONSENT AGENDA:

ABATEMENTS

- 1. DAYTON-HUDSON CORP STIPULATION AS TO TAX YEAR 2023 VALUE.**
- 2. PETITION FOR ABATEMENT OR REFUND OF TAXES: EXCEEDS THE ALLOTTED REFUND AMOUNT OF \$10,000**
- 3. PETITION OF ABATEMENT OR REFUND OF TAXES: EXCEEDS THE ALLOTTED REFUND AMOUNT OF \$10,000**

AGREEMENTS

- 1. 2024 GRANT AGREEMENT BETWEEN LARIMER COUNTY, COLORADO ON BEHALF OF LARIMER REGIONAL OPIOID ABATEMENT COUNCIL, REGION 2 (COLLECTIVELY "GRANTOR") AND DENVER RESCUE MISSION, D/B/A FORT COLLINS RESCUE MISSION/HARVEST FARMS, GRANTEE**
- 2. 2024 GRANT AGREEMENT BETWEEN LARIMER COUNTY, COLORADO ON BEHALF OF LARIMER REGIONAL OPIOID ABATEMENT COUNCIL, REGION 2 (COLLECTIVELY "GRANTOR") AND ABUNDANCE FOUNDATION, GRANTEE**
- 3. INTERGOVERNMENTAL AGREEMENT FOR FUNDING OF MOBILITY MANAGEMENT ACTIVITIES IN LARIMER COUNTY OUSIDE OF NORTH**

**FRONT RANGE METROPOLITAN PLANNING ORGANIZATION
BOUNDARY**

4. **COLORADO PARKS & WILDLIFE GRANT AMENDMENT – POUUDRE RIVER REGIONAL TRAIL – WINDSOR TO TIMNATH FINAL CONNECTION (GRANT #22TD)**
5. **BUSINESS INVESTMENT AGREEMENT FOR ECONOMIC DEVELOPMENT BETWEEN LARIMER COUNTY AND ANHEUSER-BUSCH**
6. **CORE SERVICE CONTRACT BETWEEN LARIMER COUNTY DEPARTMENT OF HUMAN SERVICES AND JACOB FAMILY SERVICES, INC. DBA THE JACOB CENTER**

APPOINTMENTS

1. **RECOMMENDED MIDTERM APPOINTMENT TO THE PLANNING COMMISSION – ADAM EGGLESTEN**
2. **RECOMMENDED APPOINTMENTS TO THE EXTENSION ADVISORY COMMITTEE – SCOTT HAPNER, JOANN HERKENHOFF, AND RICHARD CHRISTENSEN**
3. **RECOMMENDED MIDTERM APPOINTMENTS TO THE EXTENSION ADVISORY COMMITTEE – MARGARET LONG AND DENNIS LAMM
IT WAS NOTED DURING THE REVIEW OF THE CONSENT AGENDA THAT DENNIS LAMM HAD WITHDRAWN HIS APPLICATION

LIQUOR LICENSES

1. **LIQUOR LICENSE CORPORATE AND TRADE NAME CHANGE-BLAM LLC – THE THIRSTY MOOSE – RED FEATHER LAKES, COLORADO**

MISCELLANEOUS

1. **HUMAN SERVICES EXPENSE REPORT QUARTER ENDING 3-31-24**
2. **4674 LLC STIPULATION AS TO TAX YEAR 2023 VALUE**
3. **PRIME STORAGE FORT COLLINS LLC STIPULATION AS TO TAX YEAR 2023 VALUE**
4. **DAYTON HUDSON CORP STIPUALATION AS TO TAX YEAR 2023 VALUE**
5. **TARGET CORPORATION STIPULATION AS TO TAX YEAR 2023 VALUE**
6. **110 EAST OAK LLC STIPULATION AS TO TAX YEAR 2023 VALUE**

7. **200 JEFFERSON LLC STIPULATION AS TO TAX YEAR 2023 VALUE**
8. **ALTEO LTD STIPULATION AS TO TAX YEAR 2023 VALUE**
9. **MBR INVESTMENTS LLC STIPULATION AS TO TAX YEAR 2023 VALUE**

RESOLUTIONS

1. **FINDINGS AND RESOLUTION DENYING THE CROWN CASTLE APPEAL, 24-GNRL0551**
2. **BOARD OF COUNTY COMMISSIONERS, LARIMER COUNTY RESOLUTION SETTING RV DUMP STATION RATES**

MOTION

Commissioner Shadduck-McNally moved the Board of County Commissioners to approve the Consent Agenda for May 14, 2024.

Motion carried 3-0.

5. **COMMISSIONERS' GUESTS:** There were no Commissioners' Guests present.
6. **DISCUSSION ITEMS:** There were no Discussion Items for the week of May 13, 2024
7. **COUNTY MANAGER UPDATE:** County Manager Volker briefly detailed the events from the previous week.
8. **COMMISSIONER ACTIVITY REPORTS:** The Board briefly detailed their attendance at events during the previous week.
9. **LEGAL MATTERS: EXECUTIVE SESSION**

Executive Session pursuant to Colorado Revised Statute 24-6-402(4)(e) to determine positions, develop strategy, and instruct negotiators relative to a public private partnership agreement in furtherance of Proposal P23-33, Development and Operations of an event arena and youth sports training center (Ranch Events Complex).

Executive Session pursuant to Colorado Revised Statute 24-6-402(4)(b) & (e): Conferences with an attorney for the purpose of receiving legal advice on a specific legal question, and determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations and instructing negotiations regarding Estate of Brent Thompson vs Lorenzo Lujan, 2024 CV 30299.

Bill Ressue, Larimer County Attorney, addressed the Board to clarify there are two items to be discussed and separate motions for each could be made – having one Executive Session, split between the two items. The first item in regard to negotiations requires recording. The recording would then be turned off for the second item in regard to legal advice.

MOTION

Commissioner Stephens moved that the Board of County Commissioners move into Executive Session pursuant to Colorado Revised Statute 24-6-402(4)(e) to determine positions, develop strategy, and instruct negotiators relative to a public private partnership agreement in furtherance of Proposal P23-33, Development and Operations of an event arena and youth sports training center (Ranch Events Complex).

Motion carried 3-0.

MOTION

Commissioner Shaddock-McNally moved that the Board of County Commissioners move into Executive Session pursuant to Colorado Revised Statute 24-6-402(4)(b) & (e): Conferences with an attorney for the purpose of receiving legal advice on a specific legal question, and determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations and instructing negotiations regarding Estate of Brent Thompson vs Lorenzo Lujan, 2024 CV 30299.

Motion carried 3-0.

With there being no further business, the Board adjourned at 10:05 a.m.

TUESDAY MAY 14, 2024

HORSETOOTH STORE GAS AND LIQUOR, LLC TRANSFER OF OWNERSHIP LIQUOR LICENSE HEARING

The Board of County Commissioners reconvened at 3:30 p.m., with David Ayraud, Deputy County Attorney. Chair Kefalas presided. Commissioner Shaddock-McNally and Commissioner Stephens were present. Also present were: Dianne Cheney and Elizabeth Carter, Clerk and Recording Department; and Heather Arment, Deputy Clerk.

Chair Kefalas opened the hearing and Diane Ramaglia, the applicant, was sworn-in.

Mr. Ayraud began by confirming the applicant's name and the address of the business. Ms. Ramaglia confirmed each.

Mr. Ayraud then went through a review of exhibits A, B, C, and D with Ms. Ramaglia and the Board asking Ms. Ramaglia questions throughout the review regarding the exhibits. Ms. Ramaglia answered each question asked of her – giving additional details when requested.

Mr. Ayraud then inquired with Ms. Ramaglia why co-applicant/co-owner, Jason Kelly, was not present. Ms. Ramaglia advised that Mr. Kelly was out of state due to a family emergency.

Mr. Ayraud asked Ms. Ramaglia about a personal history acknowledgement that each Ms. Ramaglia and Mr. Kelly had disclosed in their application(s). Ms. Ramaglia answered each question asked of her – giving additional details when requested.

Under discussion, the Board asked questions of the applicant.

Commissioner Stephens asked Mr. Ayraud – based on the application, do the applicants have legal possession of the business. Mr. Ayraud confirmed, referencing the application materials (purchase/commercial lease agreement).

Commissioner Shadduck-McNally confirmed whether the license along with all assets had transferred to the new LLC. Mr. Ayraud confirmed this was the case.

Chair Kefalas asked Ms. Ramaglia about her service to the Country (per previous comments Ms. Ramaglia had made). Chair Kefalas asked for clarification of Exhibit D (Wholesaler Affidavit of Compliance). Mr. Ayraud advised this affidavit affirms that all alcohol beverages delivered to the transferor retailer are paid in full – and confirmed the required affidavits had been received.

Each of the Commissioners collectively agreed that the purpose of the hearing was to determine legal possession and moral character, which they each believe had been established by the applicants during the application and hearing process.

M O T I O N

Commissioner Stephens moved that the Board of County Commissioners approve the liquor license for Diane Ramaglia and Jason Kelly / Horsetooth Store Gas and Liquor, LLC located at 4737 Shoreline Drive, Fort Collins, Colorado, 80526, for a retail liquor store license.

Motion carried 3-0.

With there being no further business, the Board recessed at 3:52 p.m.

JOHN KEFALAS
BOARD OF COUNTY COMMISSIONERS

TINA HARRIS
CLERK AND RECORDER

ATTEST:

Heather Arment, Deputy Clerk



DRAFT COMMISSIONERS' SCHEDULE

MAY 27 – JUNE 1, 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, May 27, 2024

County Offices will be closed in observance of the Memorial Day holiday

Tuesday, May 28, 2024

8:00am – 5:00pm

Commissioners Stephens and Shaddock-McNally will attend the Colorado Counties, Inc., 2024 Summer Conference, Vail

Wednesday, May 29, 2024

8:00am – 5:00pm

Commissioners Stephens and Shaddock-McNally will attend the Colorado Counties, Inc., 2024 Summer Conference, Vail

4:00pm – 6:00pm

Commissioner Shaddock-McNally may attend the UCHealth Poudre Valley Hospital Ribbon Cutting event, 1024 South Lemay Avenue, Fort Collins

Thursday, May 30, 2024

11:00am – 1:00pm

Commissioners Stephens and Shaddock-McNally will attend the Groundbreaking of the Interstate-25 Express Lanes Project, Mead to Berthoud, location will be announced prior to the event

5:30pm – 7:30pm

Commissioner Shaddock-McNally may attend the Loveland Fire Rescue Authority 2024-1 graduating class of the Front Range Fire Consortium, LifeBridge Church, 10345 Ute Highway, Longmont

Friday, May 31, 2024

8:30am – 9:30am

Commissioner Shaddock-McNally may participate in the virtual Colorado Forest Health Council Legislative Committee meeting




Saturday, June 1, 2024

9:00am – 10:00am

Common Grounds with Commissioner Shaddock-McNally, Coffee with Co-Responders for Mental Health Awareness Month, Guests will be Sergeant Robert Cook, Deputy Dave Feyen and Jeanette Jennings, Co-Responder Clinician, Colorado Coffee Company at the Foundry, 254 North Cleveland Avenue, Loveland

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.

**GRANT AGREEMENT
AMERICAN RESCUE PLAN COLLABORATIVE PROJECTS GRANT SUB AWARD**

THIS GRANT AGREEMENT AMERICAN RESCUE PLAN COLLABORATIVE PROJECTS GRANT SUB AWARD (“Agreement”) is made and entered into this 21st day of May, 2024, to be effective as of May 1, 2024 (“Effective Date”) by and between Larimer County (“County”) as GRANTOR and Thompson School District R2-J, as GRANTEE (hereinafter referred to as “District” or “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 experienced a loss of nearly 17,000 jobs during the pandemic and there remains an acute need for targeted CTE and workforce development in high-demand occupations; 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, Thompson School District, in partnership with Poudre School District, is taking a phased approach to expanding career and technical education (“CTE”) pathways, particularly in the fields of healthcare, manufacturing and automotive/EV, as well as planned expansion of facilities where CTE will be specifically offered as credentialed coursework; and

WHEREAS, the Board of County Commissioners recognizes regional workforce development for CTE and postsecondary or entrepreneurial opportunities for all individuals in the Northern Colorado Region, with a focus on underrepresented populations, will enhance the wellbeing of all people in Larimer and adjacent counties; and

WHEREAS, Thompson School District 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, Thompson School District, alongside Poudre School District and private industry partners, will optimize the use of resources such as CTE advisory boards, build and maintain internship and apprenticeship opportunities, collaborate on best practices, and share resources such as qualified instructors, other limited resources, and facilities, including the expanded space that will be constructed in later project phases; and

WHEREAS, the award is for expansion of the availability and quality of CTE programming through such means as, but not limited to, staff, additional course offerings, materials and equipment, transportation for students, as well as the construction, with its associated costs, of planned expansions of CTE specific facilities.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals incorporated by reference herein, by the mutual promises contained herein, and other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged, the County and the District agree as follows:

1. **The Sub Award.** The County will award and release to GRANTEE funds the aggregate of which shall not exceed \$1,000,000.00 ("Total Subgrant Funds") from the County's SLRF allocation (the "Grant") pursuant to the payment terms in Section 4.
2. **Use of Funds.** Total Subgrant Funds will be used by GRANTEE for the sole purpose of expanding the availability and quality of CTE programming through such means as, but not limited to, staff, additional course offerings, materials and equipment, transportation for students, as well as the construction, with its associated costs, of planned expansions of CTE specific facilities, as described in the proposal and Approved Budget submitted by GRANTEE, attached hereto as Exhibit A and Exhibit B, respectively, and by this reference incorporated herein (the "Approved Services").
3. **Grant Term.** The term of this Agreement shall be for a term beginning on May 1, 2024 and ending on December 31, 2026 ("Grant Term"), unless sooner terminated as provided hereinbelow.
4. **Payment of Funds**
 - a. Total Subgrant Funds will be paid to the GRANTEE on a reimbursement basis for costs actually incurred and paid by GRANTEE in the preceding period in accordance with the Approved Budget and for the performance of the Approved Services under this Agreement during the Grant Term.
 - b. County shall have the right to recoup funds used by GRANTEE for work that is not specifically set forth in the Approved Services. Total Subgrant Funds shall not be expended prior to the Effective Date or following the earlier of the expiration or termination of this Agreement.
 - c. Costs incurred shall only be as necessary and allowable to carry out the purposes and activities of the Approved Services 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.
 - d. Expenses charged against the Total Subgrant Funds shall only be incurred in accordance with the ARPA 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.
 - e. On or before the twentieth (20th) day of the third month of each fiscal quarter and in any event no later than thirty (30) days after the earlier of the expiration or termination of this Agreement, GRANTEE shall submit to County all invoices or

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 E.
- b. GRANTEE is responsible for complying with all applicable terms of the ARPA, as well as all other state, federal, and local laws applicable to the Approved Services.
- c. To the extent permitted by applicable law, GRANTEE agrees to indemnify the County, its officers, agents, and employees against any claims that the funds herein have been spent contrary to the Approved Services of law establishing the Grant.
- d. GRANTEE is obligated to satisfy the obligations set forth in its proposal, attached as Exhibit A.
- e. 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 reasonable diligence and skill normally provided by school districts in the performance of the obligations of this Agreement; that it has the authority 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.
- f. GRANTEE represents and warrants to County that the funds are necessary to accomplish the financial requirements of the project.
- g. 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 as related to the expenditure of the Total Subgrant Funds. GRANTEE shall maintain detailed, itemized documentation and records of all funds received and expenses incurred in performing the Approved Services pursuant to this Agreement.
- h. 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

other applicable documentation, as outlined below, for the most recent quarter ended, to County, setting forth actual expenditures of GRANTEE in accordance with this Agreement in the preceding three-month period. Within ten (10) working days from the date it receives such invoice, County may dispute an expense(s) by notifying GRANTEE of the disputed expense(s) and reason(s) therefore. Such notice of disputed expense(s) will be provided to the District in accordance with Section 27 of this Agreement. The parties agree to resolve any dispute about reimbursable expenses in accordance with the procedures set forth in Section 14. If expenses are approved, no notice will be given and the County will release to the District within the ten-day period after receiving the District's invoice, the portion of the Total Subgrant Funds to the District for the District's specified reimbursable expenses. The County understands and agrees that time is of the essence in releasing funds to the District and the County agrees not to unreasonably suspend, withhold, condition or delay payments to the District.

- i. Invoices for Payroll. If the GRANTEE is submitting a reimbursement request for payroll costs for employees of the GRANTEE performing the Approved Services, the documentation shall include timesheets and pay statements with personally identifiable information of the employee redacted that will include, at minimum, dates and hours worked and total compensation paid, including benefits if such costs are requested for reimbursement by the GRANTEE. For paid time off, sick leave allowances, and other costs documentation shall include at least the number of hours and the hourly rate value of the time granted.
 - ii. Invoices for Materials, Equipment, or Services. If the GRANTEE is utilizing funds for the purchase of materials or services, the documentation shall include vendor invoices and proof of payment such as a cleared check, bank statement, or electronic funds transfer receipt
 - iii. Real Property Purchase. If the funds are authorized in the proposal and Approved Budget (Exhibits A and B) to reimburse GRANTEE for the purchase of a building or property, appropriate documentation includes a purchase agreement, deed, or other document reflecting the real estate purchase.
 - iv. Administrative Costs. If the GRANTEE is expending funds for administrative overhead and/or indirect costs to implement the Approved Services, then all costs shall be itemized in a monthly budget report and the aggregate expenditure for administrative costs shall be no more than ten percent (10%) of the total award.
- f. The net difference between the Total Subgrant Funds and the actual costs incurred by the GRANTEE for the Approved Services during the Grant Term will revert to the County's ARPA Fund no earlier than January 1, 2027.

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.

- i. Final payment request(s) under this Agreement must be received by County no later than thirty (30) days from the earlier of the expiration date or termination date of this Agreement. No payment request will be accepted by County after this date without authorization from County. In consideration of the execution of this Agreement by County, GRANTEE agrees that acceptance of final payment from County will constitute an agreement by GRANTEE to release and forever discharge County, its agents, employees, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which GRANTEE has at the time of acceptance of final payment or may thereafter have, arising out of or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement. GRANTEE's obligations to County under this Agreement shall not terminate until all GRANTEE has completed to the County's reasonable satisfaction all closeout requirements including, 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 contractors in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Agreement.
 - ii. GRANTEE shall maintain records during the Grant Term and submit to the County upon request itemized invoices paid to contractors for goods or services that are paid for with Total Subgrant Funds or which

otherwise are necessary to comply with federal, state, or local requirements.

- iii. 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.
 - iv. GRANTEE shall ensure compliance with all applicable federal, state, and local laws and guidance related to the use of the Total Subgrant Funds.
7. **Reports/Accountability/Public Information.** GRANTEE must allow the County, its auditors, and other persons authorized by the County to inspect and copy its financial records relating to this Agreement 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 GRANTEE's receipt of the final payment under this Agreement unless permission to destroy the records is granted by the County. GRANTEE shall not issue any statements, releases or information for public dissemination without prior approval of the County.
8. **Compliance with Federal Audit Requirements.** 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 its authorized 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.
9. **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 Approved Services.
10. **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.

11. 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 upon the determination that the District has violated Section 5(h) of this Agreement, then GRANTEE will repay to the County any Grant funds already delivered to GRANTEE that were not authorized for the Approved Services. The County may terminate this Agreement at any time for convenience upon sixty (60) days written notice to GRANTEE .

12. Limitation on GRANTEE's Damages. 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.

13. Authorized Representatives

a. County's Representative. The County's Representative for the purpose of this Agreement shall be the Performance, Budget, and Strategy Director, 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 Todd Piccone (Chief Operations Officer) 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.

14. **Disputes.** In the event that any dispute between the parties arises out of this Agreement, the parties shall meet and confer in good faith to resolve the dispute. In the event these efforts do not resolve the dispute within fifteen (15) days from the date the dispute arises, the District may elect to submit the dispute to the mediation before the Judicial Arbitrator Group or other independent mediation service. This provision shall survive termination of this Agreement. This provision shall not be considered an election of remedies. The Parties may elect to pursue litigation for any dispute arising under this Agreement at any time.

15. **Indemnity/Waiver of Claims/Insurance.** To the extent permitted by law, GRANTEE agrees to 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 from GRANTEE's performance or nonperformance of this Agreement due to the negligence, or willful or reckless misconduct of GRANTEE.

- 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 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 but only if a court of competent jurisdiction determines GRANTEE 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) 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 the GRANTEE shall provide County no less than thirty (30) days' 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.

16. Nondiscrimination and Equal Pay.

a. 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.

b. 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.

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

- 17. Public Meetings and Access to Public Records.** Meetings and documents of GRANTEE that pertain to the receipt or expenditure of Total Subgrant Funds from the County, shall comply with the open meeting requirements of Colorado law and the Colorado Open Records Act.
- 18. 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.
- 19. 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.
- 20. 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.
- 21. Choice of Law; Venue.** This Agreement shall be governed and construed in accordance with the laws of the State of Colorado without regard to conflict of law provisions. Exclusive venue for any litigation arising under this Agreement shall be in the District Court, Larimer County, Colorado.
- 22. 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.
- 23. Severability.** If any portion of this Agreement is held to be void or unenforceable, the balance of the Agreement shall continue in effect.
- 24. Counterparts.** This Agreement may be executed in counterparts, which together constitute one instrument.
- 25. 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 U.S. Treasury or County. If funds are not appropriated, budgeted, or made available, this Agreement shall immediately terminated without further obligation on the part of the County. See also C.R.S. § 30-25-103.
- 26. No Multi-Year Fiscal Obligation On The Parties.** This Agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an

obligation of future appropriations by GRANTEE or the County, contrary to Article X, §20 of the Colorado Constitution or any other constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this Agreement, with respect to any financial obligation of County or GRANTEE which may arise under this Agreement in any fiscal year, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default by or breach of this Agreement, including any sub-agreement, attachment, schedule or exhibit thereto.

27. **Future Funding:** GRANTEE acknowledges that, except as expressly provided in this Agreement, County has no obligation to GRANTEE with respect to any additional or future or future funding.
28. **Governmental Immunity:** No term or condition of this Agreement 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.
29. **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 Agreement. No provision in the Agreement 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 Agreement.
30. **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:
Joshua Fudge, Performance Budget and Strategy Director
Larimer County
200 W. Oak Street
Fort Collins, CO 80521
fudgejm@co.larimer.co.us

- ii. If to GRANTEE:
Todd Piccone, Chief Operations Officer
Thompson School District
800 S Taft Ave
Loveland, CO 805
todd.piccone@tsd.org

Signature Page Follows

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

BOARD OF COUNTY COMMISSIONERS
LARIMER COUNTY, COLORADO

By: _____
Chair

Date: _____

ATTEST:

Deputy Clerk

THOMPSON SCHOOL DISTRICT R2-J

By: Barbara Kruen
President, Board of Education

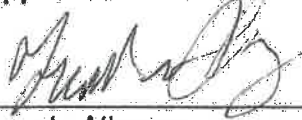
Date: May 15, 2024

ATTEST:

By: [Signature]
Secretary, Board of Education

Date: 05.15.2024

Approved as to form:

A handwritten signature in black ink, appearing to be "M. J. [unclear]", written over a horizontal line.

Asst County Attorney
Larimer County

Date: 4/25/201

Exhibit A
Project Proposal

Northern Colorado Regional Workforce Development Project

Overview

This project is a regional collaboration between Thompson (TSD) and Poudre (PSD) school districts, adult workforce development, industry partners, and non-profit organizations with an emphasis on traditionally underrepresented populations, to create meaningful and intentional paths to employment in Larimer County specifically in the fields of Healthcare, Manufacturing and Transportation. We will optimize our resources by leveraging our CTE advisory boards, building and maintaining internship/apprenticeship opportunities available to students across our region, collaborating on best-practices, sharing qualified instructors and other limited resources, collecting & monitoring data to understand industry demand and responding flexibly to the changes in industry.

The \$4 million dollars requested from Larimer County and Bohemian Foundation will support a phase-in approach to expansion of facilities needed to support student learning and attainment of credentials that promote economic mobility. Additional funding for this effort is being provided by numerous partners and grant opportunities that support CTE pathway development, particularly in the fields of healthcare, manufacturing, and automotive/EV. Details regarding funding sources are available in the detailed budget summary (see below). Collaboration between PSD and TSD will yield operational efficiencies, allowing for economies of scale and reducing redundancies. Both districts commit to the long-range sustainability of these programs with staffing, transportation, and operational support.

Impact of Funding and Key Performance Indicators

We expect the requested funding to increase the quality of the learning experience for all CTE participants and increase the total number of students currently enrolled in each impacted CTE pathway. Between our two districts, in 2022/23 we enrolled 202 students in the five targeted CTE pathways tabled below. With the anticipated expansion of facilities and programming, we anticipate 880 students will be enrolled annually in these same CTE pathways by 2027/28. These 880 students will earn approximately 1,210 industry certifications (includes entry level and professional level certifications) and engage in 2,200 work-based learning experiences (includes career tours, job shadowing, internships, and apprenticeships) annually. These 880 students represent a single cohort of students benefiting from the Larimer County and Bohemian Foundation one-time investment. The lifespan of the capital improvements being purchased far exceeds a single cohort of students. To track the impact of this investment over time, we will include total CTE enrollment, enrollment by pathway, number of industry certificates earned, and work-based learning experiences as key performance indicators in district reports.

The number of students that concentrate within a Career and Technical Education (CTE) program represents an additional key performance indicator PSD and TSD will track and report to gauge impact over time. Using concentrator data is important because it demonstrates students who have achieved in-depth, sequenced programming to promote pathway specific knowledge and skill attainment. Concentrator data identifies students who have taken 4 semester-long courses and earned an industry certification to directly enter the workforce.

Table 1: Projected Annual Student Outcomes by 2027-2028

CTE Program Name	Student Enrollment	Concentrators	Industry Certifications	Work-Based Learning Experiences
Manufacturing	220	150	240	550
Automotive	160	80	280	400
Behavioral Health	220	105	220	550
EMT	120	67	150	300
Culinary	160	98	320	400
Total	880	500	1,210	2,200

Table 2 : Student Outcomes in 2022-2023

CTE Program Name	Student Enrollment	Concentrators	Industry Certifications	Work-Based Learning Experiences
Manufacturing	46	46	56	92
Automotive	40	12	47	64
Behavioral Health	0	0	0	0
EMT	0	0	0	0
Culinary	116	77	130	141
Total	202	135	233	297

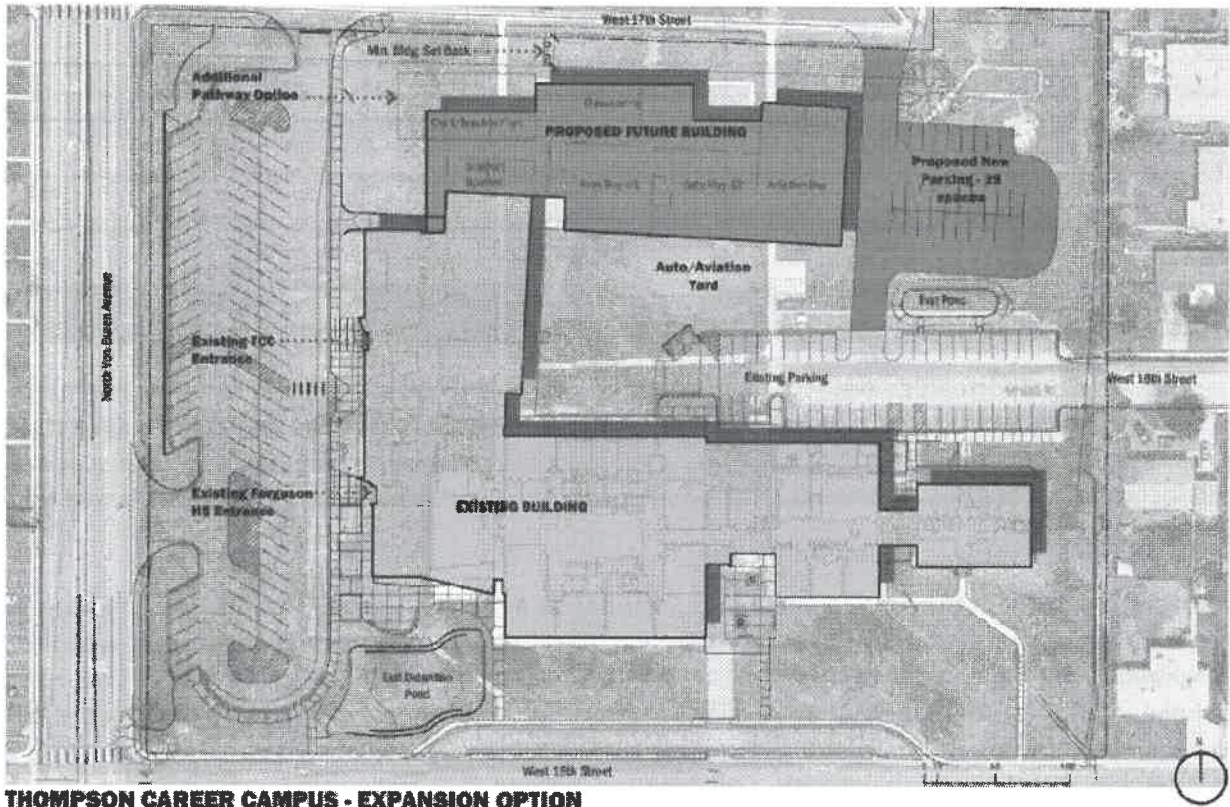
Work-based learning opportunities available to our students continue to grow as a direct result of the Fort Collins Area Chamber of Commerce Work-Based Learning Business Liaison. This position has been funded through a state grant for the past several years. Continued funding for this position is critical to maintain the network of connections between the school districts and the business community that serve our youth in successfully completing work-based learning experiences.

An additional component of this collaboration is the intention to make the CTE facilities available to industry partners for re-skilling & upskilling the adult work-force of our communities. Not only will this support the employers, but this approach provides the opportunity to share industry professionals as trainers in the high school CTE courses to support the development of this talent pipeline. Several industry partners have expressed interest in utilizing the expanded facilities for these purposes and contributing to the expanding viability of a regional CTE approach to accelerate economic mobility across Northern Colorado. Collaborating with industry partners in this symbiotic manner will help ensure that we understand industry demand and respond flexibly to the changes in industry. Adult re-skilling & upskilling utilization metrics will be collected and reported out as key performance indicators of grant impact.

Key to Success and Growing with Industry Needs

Expansion of our facilities is key to our success. To grow the Manufacturing talent pipeline, we need spaces dedicated to machining and manufacturing. The same is true for Healthcare and Transportation; we need spaces that mirror the industry and where students can get authentic, hands-on experiences. Additionally, finding qualified instructors is challenging. Therefore, collaborating to share talent and resources will be mutually beneficial to both PSD and TSD. There is also great potential in growing the instructor pool by collaborating with industry partners who could “share” employees as instructors to grow their employee pipeline. In exchange, employees can use these spaces to re-skill and up-skill their current employees. This model is a true regional collaboration of K12, higher education and industry partners. We are fortunate to have generous industry partners who donate equipment to our programs, but the integration of the new equipment typically requires renovation of our current facilities. Our current PreK-12 funding model supports instructor compensation and facilities maintenance. Expansion of facilities comes at a great cost and although mill levy overrides and bonds are possibilities for further investments in CTE expansion, these efforts require voter support and cannot be the only source of investment into this regional collaboration model. We greatly appreciate Larimer County and Bohemian Foundation’s consideration of this funding request to support the expansion of CTE in Northern Colorado.

THOMPSON SCHOOL DISTRICT THOMPSON CAREER CAMPUS EXPANSION



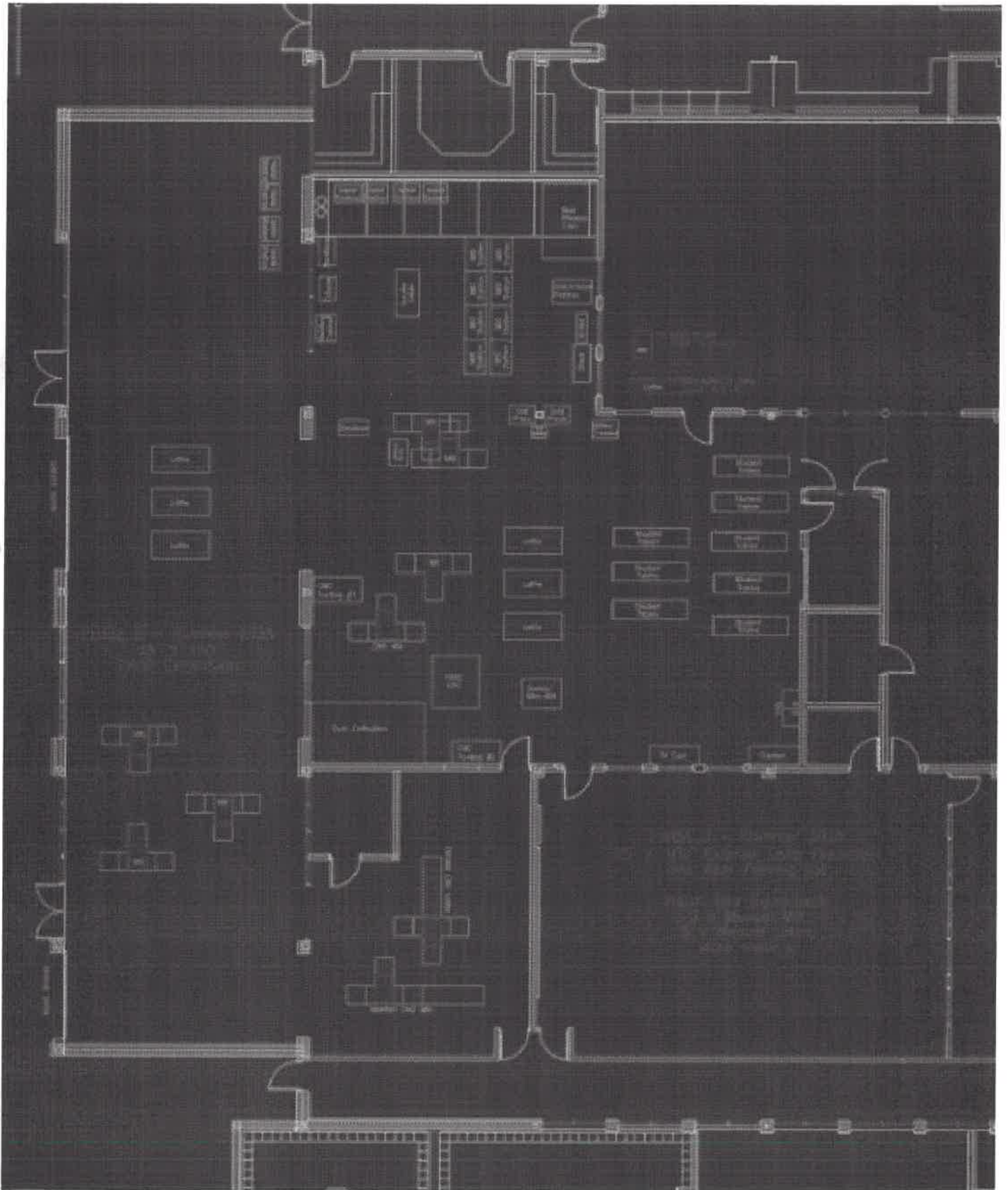
THOMPSON CAREER CAMPUS - EXPANSION OPTION



Thompson School District
Ferguson High School + TCC Campus



POUDRE SCHOOL DISTRICT FUTURES LAB EXPANSION





December 15, 2023

Dear Bohemian Foundation and Larimer County,

On behalf of the Fort Collins Area Chamber of Commerce, it is with immense excitement that we express our strong support for the partnership between our organization and Thompson and Poudre School Districts. As dedicated stakeholders in the community, with a full time staff member committed to talent and workforce development, we recognize the immense value education and career-connected pathways hold for the development of youth and workforce in Northern Colorado.

The Fort Collins Area Chamber of Commerce has an established commitment to supporting K-12 career and technical education initiatives which foster work-based learning, innovation, and workforce development. We believe a close collaboration with Thompson and Poudre School Districts will not only enhance the educational experience for students but also contribute to the overall growth and economic development of our local community.


Below are a few key reasons we wholeheartedly believe in and support this partnership:

- **Educational Excellence:** We acknowledge Thompson and Poudre School District's deep commitment to providing high-quality education to their students. We are confident this partnership will further contribute to the academic success and personal growth of students.
- **Community Impact:** We recognize the impact a strong education system has on the community. Our collaboration with Poudre and Thompson School Districts is aligned with our mission to create positive change for individuals and business, while creating shared economic prosperity.
- **Workforce Development:** We are extremely committed to supporting the development of a skilled workforce. Through this partnership, we hope to engage with students through mentorship programs, work-based learning, and other initiatives which will prepare them for future careers.

As we embark on this exciting journey together, we are very eager to participate in joint initiatives, contribute resources, and work collaboratively to ensure the success of our shared objectives. We are equally open to discussions regarding how we can tailor our support to meet the specific needs and goals of this workforce development collaboration between Poudre and Thompson School Districts.

Thank you in advance for your consideration to support this amazing collaboration. We look forward to the opportunity to discuss this partnership further. Please feel free to contact me at 970-482-3746 or ymyers@fcchamber.org to discuss this partnership or to address any questions you may have.

Sincerely,



Yvonne D. Myers
Vice President of Strategic Initiatives





SUBARU
LOVELAND

To Whom it May Concern,

We wanted to express our sincere support to the workforce pathways for students choosing a career path alternative to what is the standard curriculum in conventional collegiate studies. This could potentially benefit the students within our community as well as the businesses they would be serving. As a business representing the Northern Colorado area and the City of Loveland for over 60 years, we have seen the benefits of young men and women joining our workplace during their high school years and working their way into full-time roles. Many of these employees have spent decades with our business and started with us at young ages. Our business requires real-life, hands-on training that can be difficult to simulate in other settings. There is currently a need for young people with specific skills in our industry to perform the work needed to serve and support the needs of our community. It would be a great benefit and opportunity for both businesses and our young men and women to have a pathway to get them connected with their local businesses in need of specialized skills. Thank you for your time and attention reading this letter.

Chris Gebhardt

Partner/General Manager

Davidson-Gebhardt Auto Group



Kevin Snyder
1409 Duff Drive
Fort Collins, CO 80524
kevin.snyder@interstates.com
970-919-2717
December 15, 2023

Subject: Request for Support of Manufacturing, Technology, Engineering, and Trades Education at Poudre School Districts

Dear Bohemian Foundation and Larimer County,

I hope this letter finds you well. My name is Kevin Snyder, and I am writing to you on behalf of our local industry and community and, more specifically, in support of our school districts' efforts to enhance manufacturing, technology, engineering, and trades education. We believe that investing in these programs will have a profound and lasting impact on the educational experiences of our students and contribute significantly to the development of a skilled and motivated workforce in our region.

Here are some key reasons why we believe in and support this partnership:

Educational Excellence: We acknowledge Thompson and Poudre School District's commitment to providing high-quality education to its students. We are confident that our partnership will further contribute to the academic success and personal growth of the students in your district.

Innovation and Technology: As a forward-thinking company, we are eager to bring innovative ideas and technological advancements into the educational sphere. By partnering with [School District Name], we aim to contribute resources and expertise that will help students acquire essential skills for the 21st century.

Community Impact: We recognize the impact that a strong education system has on the community as a whole. Our collaboration with Poudre School District is aligned with our mission to create positive change, empower individuals, and build a vibrant and prosperous community.

Workforce Development: We are committed to supporting the development of a skilled workforce. Through this partnership, we hope to engage with students through mentorship programs, internships, and other initiatives that will prepare them for future careers.

We as an organization put our trust in our local school districts to determine where they could best use additional funding in their educational institutions, but areas that come to mind are:

Infrastructure and Equipment: There are likely continued needs in updated facilities, modern equipment, and technology to ensure that students receive hands-on, relevant training

INTERSTATES

Curriculum Development: Funding could help enhance the curriculum to align with continued advances and changes in industry standards and emerging technologies, ensuring students are well prepared for careers in manufacturing, technology, engineering, and trades.

Professional Development: There is an importance of providing ongoing professional development opportunities for educators to stay abreast of industry trends and incorporate best practices into their teaching.

Partnerships with Industry: Poudre school districts do an outstanding job and I can't express enough the benefits of establishing partnerships with local industries, providing students with real-world experiences, mentorship opportunities, and potential pathways to employment.

I can only anticipate with financial support from organizations like yours that we can lean into the benefits of increased student engagement, improved graduation rates, higher post-secondary enrollment in relevant fields, and ultimately, a more skilled and competitive local workforce.

Please allow me to express my sincere appreciation for the foundation's dedication to supporting education and its potential to make a positive impact on our community.

Thank you for considering our request to support manufacturing, technology, engineering, and trades education at Poudre School Districts. We believe that with your assistance, we can create a lasting impact on the lives of our students and contribute to the overall prosperity of our community.

Please feel free to contact me at (970) 919-2717 to schedule a meeting or address any questions you may have.

Sincerely,

Kevin Snyder
Production Manager, Manufacturing

Interstates, Inc.
Rocky Mountain Regional Office

1409 Duff Drive | Fort Collins, CO 80524
970.919.2733 | www.interstates.com



Dear Bohemian Foundation and Larimer County,

I am writing on behalf of Frontier Metal Stamping, and it is with great enthusiasm that we express our strong support for the partnership between our organization and Poudre School Districts. As dedicated stakeholders in the community, we recognize the immense value that education holds for the development of our youth and the prosperity of our society as a whole. Frontier has a longstanding commitment to supporting initiatives that foster learning, innovation, and community engagement. We believe that a close collaboration with Poudre School District will not only enhance the educational experience for students but also contribute to the overall growth and development of our local community.

Please find some key reasons why we believe in and support this partnership:

Educational Excellence: We acknowledge Thompson and Poudre School District's commitment to providing high-quality education to its students. We are confident that our partnership will further contribute to the academic success and personal growth of the students in your district.

Innovation and Technology: As a forward-thinking company, we are eager to bring innovative ideas and technological advancements into the educational sphere. By partnering with [School District Name], we aim to contribute resources and expertise that will help students acquire essential skills for the 21st century.

Community Impact: We recognize the impact that a strong education system has on the community as a whole. Our collaboration with Poudre School District is aligned with our mission to create positive change, empower individuals, and build a vibrant and prosperous community.

Workforce Development: We are committed to supporting the development of a skilled workforce. Through this partnership, we hope to engage with students through mentorship programs, internships, and other initiatives that will prepare them for future careers.

As we embark on this exciting journey together, we are open to discussions on how we can tailor our support to meet the specific needs and goals of Poudre School District. Our team is eager to participate in joint initiatives, contribute resources, and work collaboratively to ensure the success of our shared objectives.

Thank you for considering our proposal, and we look forward to the opportunity to discuss this partnership further. Please feel free to contact me at (303) 458-5129 x113 to schedule a meeting or address any questions you may have.

Sincerely,

Jonathan Hall, Business Development

 **Frontier Metal Stamping, Inc.**

www.frontiermetal.com

ISO 9001:2015 Certified

303.458.5129 x113 office

720.346.3504 mobile



December 18, 2023

Dear Bohemian Foundation and Larimer County,

I am writing on behalf of Woodward Inc, and it is with great enthusiasm that we express our strong support for the partnership between our organization and Poudre School Districts. As long-standing stakeholders in the community, we recognize the immense value that education holds for the development of our youth and the sustainable prosperity of our community.

Woodward has a long history of supporting local initiatives that foster learning, innovation, and community engagement across all our locations including Larimer County where our headquarters and two manufacturing facilities reside. We believe that a close collaboration with Poudre School District will not only enhance the educational experience for students but also contribute to the overall growth and health of our community.

Some key reasons why we believe in and support this ongoing partnership:

Educational Excellence: We acknowledge Thompson and Poudre School District's commitment to providing high-quality education to its students. We are confident that our partnership will further contribute to the academic success and personal growth of the students in the district.

Innovation and Technology: As a forward-thinking company, we are eager to bring innovative ideas and technological advancements into education. By partnering with Poudre School District, we will continue to contribute resources and expertise that will help students acquire essential skills for the 21st century.

Community Impact: We recognize the impact that a strong education system has on the community as a whole. Our collaboration with Poudre School District is well aligned with our organization's Constitution where "Community" is identified as one of our key stakeholders.


Workforce Development: We are committed to supporting the development of a skilled workforce. Through this partnership, we will continue engaging with students through mentorship programs, internships, and other initiatives that will prepare them for future careers.

As we continue this exciting journey together, we are open to discussions on how we can tailor our support to meet the specific needs and goals of Poudre School District. Our team is eager to participate in joint initiatives, contribute resources, and work collaboratively to ensure the success of our shared objectives and the growth of our local youth.

Please feel free to contact us with any questions.

Kind regards,

Ryan Spielman
Director, Center of Excellence



Kody Braisted
SVP, Human Resources

Exhibit B
Project Budget

Changes in the scope of services, budget, or method of compensation contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the GRANTEE and the County.

5 year budget proposal

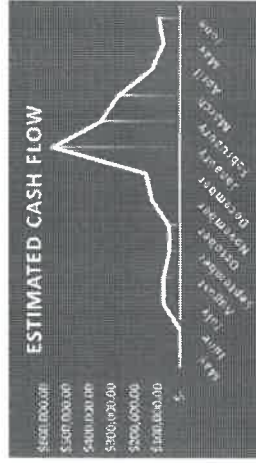
Phase 1 Pathway Expansion (2024-2026): Manufacturing, Health and Behavioral Sciences, Automotive						
Expense	Bohemian/County	District On-going	District One-Time	RISE Grant	BHA Grant	In-Kind Donation
						Total
PHS Manufacturing Expansion & moving woodward equipment	\$1,800,000					
TSD Advanced Manufacturing and EMT, Rad Tech equipment	\$300,000					
TSD Flexible space build out for EMT/Manufacturing	\$1,525,000					
PSD EV/Bike Tech Automotive Facility Upgrade	\$200,000					
Work-Based Learning Development - Staffing	\$175,000					
Woodward Equipment						\$500,000
Otterbox Robotic Arm						\$30,000
Staffing		\$360,000			\$200,000	
Bike Tech/EV Equipment			\$14,000			
Auto Equipment				\$250,000		
Building Maintenance and Utilities		\$500,000				
Transportation		\$500,000				
FC Chamber Work-Based Learning Development - Staffing						\$44,000
Afterhours opportunities for students and community						\$25,000.00
Total	\$4,000,000.00	\$1,360,000.00	\$14,000.00	\$250,000.00	\$200,000.00	\$599,000.00
Phase 2 Pathway Expansion (2025-2028): Culinary, Automotive, Aviation Pathway						
Expense	Bond/Mill/District	District On-going	Other Grants Perkins Grant	In-Kind Donation		
TSD Automotive & Aviation Expansion	\$13,000,000					
PSD Medical Assistant Expansion	\$200,000		\$300,000			
TSD Culinary Facility Expansion	\$2,000,000		\$100,000			
District Staffing		\$450,000	\$300,000			
Automotive Equipment			\$170,000			
Culinary Equipment			\$100,000	\$100,000		\$25,000
Building Maintenance and Utilities		\$500,000				
Transportation		\$750,000				
Total	\$15,200,000.00	\$1,700,000.00	\$970,000.00	\$100,000.00	\$100,000.00	\$25,000.00
						\$17,995,000.00

Preliminary Budget Recap

Thompson School District Includes Funding Request 1 thru TBD Total Grant Amount: \$ 2,000,000.00
 Northern Colorado Regional Workforce Development Project 3/12/2024

Category	Description	% of Total	Initial Budget A	Design Adjustments B	Finalized Budget at GMP/Bid C = (A+B)	Adjustments to Finalized D	Current Project Budget E = (C+D)	Expenditures to Date F	Balance Remaining G = (E-F)
Design/CA Costs	Architectural	10.50%	\$ 168,000.00	\$ -	\$ 168,000.00	\$ -	\$ 168,000.00	\$ 10,000.00	\$ 158,000.00
Site Survey and Soils Reports	Site Survey & Geo Tech.	0.30%	\$ 6,000.00	\$ -	\$ 6,000.00	\$ -	\$ 6,000.00	\$ -	\$ 6,000.00
Materials Testing, Inspections	3rd Party Inspections	0.50%	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00	\$ 3,000.00	\$ 7,000.00
Additional Costs	Moving & Relocating Costs	0.30%	\$ 6,000.00	\$ -	\$ 6,000.00	\$ -	\$ 6,000.00	\$ -	\$ 6,000.00
FF&E	Equipment	5.00%	\$ 100,000.00	\$ -	\$ 100,000.00	\$ -	\$ 100,000.00	\$ -	\$ 100,000.00
Permits, Taxes, Fees	Permits, Fees, etc.	0.50%	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00
Construction Hard Costs	Construction GMP	80.00%	\$ 1,600,000.00	\$ -	\$ 1,600,000.00	\$ -	\$ 1,600,000.00	\$ 125,000.00	\$ 1,475,000.00
Owner Contingency	5% Owners Project Contingency	5.00%	\$ 100,000.00	\$ -	\$ 100,000.00	\$ -	\$ 100,000.00	\$ -	\$ 100,000.00
Total:		102.10%	\$ 2,000,000.00	\$ -	\$ 2,000,000.00	\$ -	\$ 2,000,000.00	\$ 138,000.00	\$ 1,862,000.00

PROJECTED CASH FLOW



EXAMPLE

NoCo Regional Workforce Project

Larimer County	\$	1,000,000.00
Bohemian Foundation	\$	1,000,000.00
Total Amount	\$	2,000,000.00

<u>Funding Request Date</u>	<u>Funding Request</u>	<u>Available before this request</u>	<u>Total Amount Requested</u>	<u>Total billings to date</u>
3/12/2024	1	\$ 2,000,000.00	\$ 138,000.00	\$ 138,000.00



Operations Division Project Funding Request

Requesting District			
1. District Name: Thompson R2-J School District		County: Larimer	
Address: 800 South Taft Ave.			
City: Loveland		State: CO	Zip: 80538
2. Contact Name: Ed Holder		Contact Phone: (970) 613-5108	Fax:
Contact E-mail: ed.holder@tsd.org		Date of Request: 03/01/2024	
3. Project Title: Northern Colorado Regional Workforce Development Project			
Breakdown of Dollars Requested			
	Vendor Name:	Total of Invoice(s):	
Vendor 1		\$0.00	
Vendor 2			
Vendor 3			
Vendor 4			
Vendor 5			
Vendor 6			
Vendor 7			
Vendor 8			
Note: Fund requests can be submitted once a month. Please provide invoices from all vendors listed above. Statements and purchase orders will not be accepted.			Total Vendor Costs: \$0.00
****Please fill out the three boxes below prior to submittal****			
Grant 50/50 Split 50%	Total Prior Billings (previous line 8 total) \$0.00	Total Project Cost \$2,000,000.00	
Financial Summary of Project			
	Larimer County	Bohemian Foundation	Total
4. Total Amount of the Contribution/Grant	\$1,000,000.00	\$1,000,000.00	\$2,000,000.00
5. Amount Previously Paid/Requested to Date	\$0.00	\$0.00	\$0.00
6. Amount Available before Current Request	\$1,000,000.00	\$1,000,000.00	\$2,000,000.00
7. Amount of this Request	\$0.00	\$0.00	\$0.00
8. Total Billings to Date	\$0.00	\$0.00	\$0.00
9. Total Available Balance	\$1,000,000.00	\$1,000,000.00	\$2,000,000.00
10. Proposed Project Dates	Start Date:	Completion Date:	
The Grantee certifies that the above information is true; that the funds requested are for the project for which the grantee received the grant; and that the vendors listed provided services or materials for the project for which the grantee received the grant.			
Printed Name of Authorized Representative: Todd Piccone			Title: COO
Signature of Authorized Representative:			Date:

EXAMPLE

Vendor 1: Design Firm TBD (PO 0000000)

Contract Value: \$ 18,000.00 Fixed Fee plus Fee Adjustments
\$ 2,000.00 Reimbursables (NTE)
\$ 20,000.00

<u>Invoice Date</u>	<u>Invoice Number</u>	<u>Funding Request</u>	<u>Total Invoice</u>	<u>Fixed Fee Amount</u>
3/12/2024	123456	1	\$ 10,000.00	\$ 9,000.00
		2	\$ -	
		3	\$ -	
		4	\$ -	
		5	\$ -	
		6	\$ -	
		7	\$ -	
		8	\$ -	
		9	\$ -	
		10	\$ -	
Total to date:			\$ 10,000.00	\$ 9,000.00

EXAMPLE

Vendor 2:	Construction TBD
Phase 1 - GMP	\$ 1,500,000.00
CO's to date	\$ 100,000.00
Contract Value:	\$ 1,600,000.00

<u>Invoice Date</u>	<u>Invoice Number</u>	<u>Funding Request</u>	<u>Total Earned Less Retainage</u>	<u>Balance Including Retainage</u>
3/12/2024	Pay App #001	1	\$ 125,000.00	\$ 1,475,000.00
		2		\$ 1,475,000.00
		3		\$ 1,475,000.00
		4		\$ 1,475,000.00
		5		\$ 1,475,000.00
		6		\$ 1,475,000.00
		7		\$ 1,475,000.00
		8		\$ 1,475,000.00
		9		\$ 1,475,000.00
		10		\$ 1,475,000.00
Total to date:			\$ 125,000.00	

EXAMPLE

Vendor 3:	TBD (PO 0000000)
Base Contract	\$ 10,000.00
CO's to date	\$ -
Contract Value:	\$ 10,000.00

<u>Invoice Date</u>	<u>Invoice Number</u>	<u>Funding Request</u>	<u>Total Invoice</u>	<u>Balance</u>
3/12/2024	987654	1	\$ 3,000.00	\$ 7,000.00
		2		\$ 7,000.00
		3		\$ 7,000.00
		4		\$ 7,000.00
		5		\$ 7,000.00
		6		\$ 7,000.00
		7		\$ 7,000.00
		8		\$ 7,000.00
		9		\$ 7,000.00
		10		\$ 7,000.00

Total to date: \$ 3,000.00

Vendor: Thompson SD Reimbursement
Budget

<u>Invoice Date</u>	<u>Invoice Number</u>	<u>Funding Request</u>	<u>Total Invoice</u>	<u>Balance</u>
Total to date:			\$ -	

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



LARIMER COUNTY

AMERICAN RESCUE PLAN ACT GRANT AGREEMENTS REIMBURSEMENT 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 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 reimbursement 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>.

OMB Approved No. 1505-0271

Expiration Date: November 30, 2021

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.

**GRANT AGREEMENT
AMERICAN RESCUE PLAN COLLABORATIVE PROJECTS GRANT SUB AWARD**

THIS GRANT AGREEMENT AMERICAN RESCUE PLAN COLLABORATIVE PROJECTS GRANT SUB AWARD ("Agreement") is made and entered into this 21st day of May, 2024, to be effective as of May 1, 2024 ("Effective Date") by and between Larimer County ("County") as GRANTOR and Poudre School District R1, as GRANTEE (hereinafter referred to as "District" or "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 experienced a loss of nearly 17,000 jobs during the pandemic and there remains an acute need for targeted CTE and workforce development in high-demand occupations; 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, Poudre School District, in partnership with Thompson School District, is taking a phased approach to expanding career and technical education ("CTE") pathways, particularly in the fields of healthcare, manufacturing and automotive/EV, as well as planned expansion of facilities where CTE will be specifically offered as credentialed coursework; and

WHEREAS, the Board of County Commissioners recognizes regional workforce development for CTE and postsecondary or entrepreneurial opportunities for all individuals in the Northern Colorado Region, with a focus on underrepresented populations, will enhance the wellbeing of all people in Larimer and adjacent counties; and

WHEREAS, Poudre School District 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, Poudre School District, alongside Thompson School District and private industry partners, will optimize the use of resources such as CTE advisory boards, build and maintain internship and apprenticeship opportunities, collaborate on best practices, and share resources such as qualified instructors, other limited resources, and facilities, including the expanded space that will be constructed in later project phases; and

WHEREAS, the award is for expansion of the availability and quality of CTE programming through such means as, but not limited to, staff, additional course offerings, materials and equipment, transportation for students, as well as the construction, with its associated costs, of planned expansions of CTE specific facilities.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals incorporated by reference herein, by the mutual promises contained herein, and other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged, the County and the District agree as follows:

1. **The Sub Award.** The County will award and release to GRANTEE funds the aggregate of which shall not exceed \$1,000,000.00 ("Total Subgrant Funds") from the County's SLRF allocation (the "Grant") pursuant to the payment terms in Section 4.
2. **Use of Funds.** Total Subgrant Funds will be used by GRANTEE for the sole purpose of expanding the availability and quality of CTE programming through such means as, but not limited to, staff, additional course offerings, materials and equipment, transportation for students, as well as the construction, with its associated costs, of planned expansions of CTE specific facilities, as described in the proposal and Approved Budget submitted by GRANTEE, attached hereto as Exhibit A and Exhibit B, respectively, and by this reference incorporated herein (the "Approved Services").
3. **Grant Term.** The term of this Agreement shall be for a term beginning on May 1, 2024 and ending on December 31, 2026 ("Grant Term"), unless sooner terminated as provided hereinbelow.
4. **Payment of Funds**
 - a. Total Subgrant Funds will be paid to the GRANTEE on a reimbursement basis for costs actually incurred and paid by GRANTEE in the preceding period in accordance with the Approved Budget and for the performance of the Approved Services under this Agreement during the Grant Term.
 - b. County shall have the right to recoup funds used by GRANTEE for work that is not specifically set forth in the Approved Services. Total Subgrant Funds shall not be expended prior to the Effective Date or following the earlier of the expiration or termination of this Agreement.
 - c. Costs incurred shall only be as necessary and allowable to carry out the purposes and activities of the Approved Services 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.
 - d. Expenses charged against the Total Subgrant Funds shall only be incurred in accordance with the ARPA 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.
 - e. On or before the twentieth (20th) day of the third month of each fiscal quarter and in any event no later than thirty (30) days after the earlier of the expiration or termination of this Agreement, GRANTEE shall submit to County all invoices or

other applicable documentation, as outlined below, for the most recent quarter ended, to County, setting forth actual expenditures of GRANTEE in accordance with this Agreement in the preceding three-month period. Within ten (10) working days from the date it receives such invoice, County may dispute an expense(s) by notifying GRANTEE of the disputed expense(s) and reason(s) therefore. Such notice of disputed expense(s) will be provided to the District in accordance with Section 27 of this Agreement. The parties agree to resolve any dispute about reimbursable expenses in accordance with the procedures set forth in Section 14. If expenses are approved, no notice will be given and the County will release to the District within the ten-day period after receiving the District's invoice, the portion of the Total Subgrant Funds to the District for the District's specified reimbursable expenses. The County understands and agrees that time is of the essence in releasing funds to the District and the County agrees not to unreasonably suspend, withhold, condition or delay payments to the District.

- i. Invoices for Payroll. If the GRANTEE is submitting a reimbursement request for payroll costs for employees of the GRANTEE performing the Approved Services, the documentation shall include timesheets and pay statements with personally identifiable information of the employee redacted that will include, at minimum, dates and hours worked and total compensation paid, including benefits if such costs are requested for reimbursement by the GRANTEE. For paid time off, sick leave allowances, and other costs documentation shall include at least the number of hours and the hourly rate value of the time granted.
 - ii. Invoices for Materials, Equipment, or Services. If the GRANTEE is utilizing funds for the purchase of materials or services, the documentation shall include vendor invoices and proof of payment such as a cleared check, bank statement, or electronic funds transfer receipt
 - iii. Real Property Purchase. If the funds are authorized in the proposal and Approved Budget (Exhibits A and B) to reimburse GRANTEE for the purchase of a building or property, appropriate documentation includes a purchase agreement, deed, or other document reflecting the real estate purchase.
 - iv. Administrative Costs. If the GRANTEE is expending funds for administrative overhead and/or indirect costs to implement the Approved Services, then all costs shall be itemized in a monthly budget report and the aggregate expenditure for administrative costs shall be no more than ten percent (10%) of the total award.
- f. The net difference between the Total Subgrant Funds and the actual costs incurred or obligated by the GRANTEE for the Approved Services during the Grant Term will revert to the County's ARPA Fund no earlier than January 1, 2027.

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 E.
- b. GRANTEE is responsible for complying with all applicable terms of the ARPA, as well as all other state, federal, and local laws applicable to the Approved Services.
- c. To the extent permitted by applicable law, GRANTEE agrees to indemnify the County, its officers, agents, and employees against any claims that the funds herein have been spent contrary to the Approved Services of law establishing the Grant.
- d. GRANTEE is obligated to satisfy the obligations set forth in its proposal, attached as Exhibit A.
- e. 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 reasonable diligence and skill normally provided by school districts in the performance of the obligations of this Agreement; that it has the authority 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.
- f. GRANTEE represents and warrants to County that the funds are necessary to accomplish the financial requirements of the project.
- g. 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 as related to the expenditure of the Total Subgrant Funds. GRANTEE shall maintain detailed, itemized documentation and records of all funds received and expenses incurred in performing the Approved Services pursuant to this Agreement.
- h. 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.

- i. Final payment request(s) under this Agreement must be received by County no later than thirty (30) days from the earlier of the expiration date or termination date of this Agreement. No payment request will be accepted by County after this date without authorization from County. In consideration of the execution of this Agreement by County, and only to the extent permitted by law, GRANTEE agrees that acceptance of final payment from County will constitute an agreement by GRANTEE to release and forever discharge County, its agents, employees, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which GRANTEE has at the time of acceptance of final payment or may thereafter have, arising out of or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement. GRANTEE's obligations to County under this Agreement shall not terminate until all GRANTEE has completed to the County's reasonable satisfaction all closeout requirements including, 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 contractors in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Agreement.
 - ii. GRANTEE shall maintain records during the Grant Term and submit to the County upon request itemized invoices paid to contractors

for goods or services that are paid for with Total Subgrant Funds or which otherwise are necessary to comply with federal, state, or local requirements.

- iii. 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.
- iv. GRANTEE shall ensure compliance with all applicable federal, state, and local laws and guidance related to the use of the Total Subgrant Funds.

7. **Reports/Accountability/Public Information.** GRANTEE must allow the County, its auditors, and other persons authorized by the County to inspect and copy its financial records relating to this Agreement 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 GRANTEE's receipt of the final payment under this Agreement unless permission to destroy the records is granted by the County. GRANTEE shall not issue any statements, releases or information for public dissemination without prior approval of the County.
8. **Compliance with Federal Audit Requirements.** 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 its authorized 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.
9. **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 Approved Services.

- 10. 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.
- 11. 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 upon the determination that the District has violated Section 5(h) of this Agreement, then GRANTEE will repay to the County any Grant funds already delivered to GRANTEE that were not authorized for the Approved Services. The County may terminate this Agreement at any time for convenience upon sixty (60) days written notice to GRANTEE .
- 12. Limitation on GRANTEE's Damages.** 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.
- 13. Authorized Representatives**
- a. County's Representative.** The County's Representative for the purpose of this Agreement shall be the Performance, Budget, and Strategy Director, 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 programmatic purposes of this Agreement shall be Dwayne Schmitz (Chief Institutional Effectiveness Officer) or such other individual as GRANTEE shall designate in writing. GRANTEE may designate a separate contact to facilitate the fiscal aspects of the Agreement. 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.

14. **Disputes.** In the event that any dispute between the parties arises out of this Agreement, the parties shall meet and confer in good faith to resolve the dispute. In the event these efforts do not resolve the dispute within fifteen (15) days from the date the dispute arises, the District may elect to submit the dispute to the mediation before the Judicial Arbitrator Group or other independent mediation service. This provision shall survive termination of this Agreement. This provision shall not be considered an election of remedies. The Parties may elect to pursue litigation for any dispute arising under this Agreement at any time.
15. **Indemnity/Waiver of Claims/Insurance.** Only to the extent permitted by applicable law, each Party will be responsible for its own negligent acts or omissions and that of its officers, employees, agents and contractors. Any liability of the County or GRANTEE, or their officers and employees is subject to all the defenses, immunities, and limitations of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended (the "CGIA"), and to any other defenses, immunities, and limitations to liability available under the law.
- a) These obligations shall survive termination of this Agreement.
 - b) 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.
 - c) 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.
 - d) 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 the GRANTEE shall provide County no less than thirty (30) days' 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.

16. Nondiscrimination and Equal Pay.

a. 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, gender expression, physical or mental disability, except when the reasonable demands of the position require an age, physical or mental disability, marital status or sex distinction.

b. 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.

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

17. Public Meetings and Access to Public Records. Meetings and documents of GRANTEE that pertain to the receipt or expenditure of Total Subgrant Funds from the County, shall comply with the open meeting requirements of Colorado law and the Colorado Open Records Act.

18. 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.

19. 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.

20. 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.

21. **Choice of Law; Venue.** This Agreement shall be governed and construed in accordance with the laws of the State of Colorado without regard to conflict of law provisions. Exclusive venue for any litigation arising under this Agreement shall be in the District Court, Larimer County, Colorado.
22. **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.
23. **Severability.** If any portion of this Agreement is held to be void or unenforceable, the balance of the Agreement shall continue in effect.
24. **Counterparts.** This Agreement may be executed in counterparts, which together constitute one instrument.
25. **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 U.S. Treasury or County. If funds are not appropriated, budgeted, or made available, this Agreement shall immediately terminated without further obligation on the part of the County. See also C.R.S. § 30-25-103.
26. **No Multi-Year Fiscal Obligation On The Parties.** This Agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by GRANTEE or the County, contrary to Article X, §20 of the Colorado Constitution or any other constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this Agreement, with respect to any financial obligation of County or GRANTEE which may arise under this Agreement in any fiscal year, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default by or breach of this Agreement, including any sub-agreement, attachment, schedule or exhibit thereto.
27. **Future Funding:** GRANTEE acknowledges that, except as expressly provided in this Agreement, County has no obligation to GRANTEE with respect to any additional or future or future funding.
28. **Governmental Immunity:** No term or condition of this Agreement 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.

29. **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 Agreement. No provision in the Agreement 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 Agreement.
30. **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:

Joshua Fudge, Performance Budget and Strategy Director
Larimer County
200 W. Oak Street
Fort Collins, CO 80521
fudgejm@co.larimer.co.us

ii. If to GRANTEE:

Dwayne Schmitz, Chief Institutional Effectiveness Officer
Poudre School District
2407 LaPorte Ave
Fort Collins, CO 80521
dschmitz@psdschools.org

Signature Page Follows

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

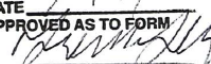
BOARD OF COUNTY COMMISSIONERS
LARIMER COUNTY, COLORADO

By: _____
Chair

Date: _____

ATTEST:

Deputy Clerk

5/15/24
DATE
APPROVED AS TO FORM

SENIOR COUNTY ATTORNEY

POUDRE SCHOOL DISTRICT R1

By: Kristin D.
President, Board of Education

Date: 5.15.24

ATTEST:

By: Jill Brunner
Secretary, Board of Education

Date: 5.15.24

Exhibit A
Project Proposal

Northern Colorado Regional Workforce Development Project

Overview

This project is a regional collaboration between Thompson (TSD) and Poudre (PSD) school districts, adult workforce development, industry partners, and non-profit organizations with an emphasis on traditionally underrepresented populations, to create meaningful and intentional paths to employment in Larimer County specifically in the fields of Healthcare, Manufacturing and Transportation. We will optimize our resources by leveraging our CTE advisory boards, building and maintaining internship/apprenticeship opportunities available to students across our region, collaborating on best-practices, sharing qualified instructors and other limited resources, collecting & monitoring data to understand industry demand and responding flexibly to the changes in industry.

The \$4 million dollars requested from Larimer County and Bohemian Foundation will support a phase-in approach to expansion of facilities needed to support student learning and attainment of credentials that promote economic mobility. Additional funding for this effort is being provided by numerous partners and grant opportunities that support CTE pathway development, particularly in the fields of healthcare, manufacturing, and automotive/EV. Details regarding funding sources are available in the detailed budget summary (see below). Collaboration between PSD and TSD will yield operational efficiencies, allowing for economies of scale and reducing redundancies. Both districts commit to the long-range sustainability of these programs with staffing, transportation, and operational support.

Impact of Funding and Key Performance Indicators

We expect the requested funding to increase the quality of the learning experience for all CTE participants and increase the total number of students currently enrolled in each impacted CTE pathway. Between our two districts, in 2022/23 we enrolled 202 students in the five targeted CTE pathways tabled below. With the anticipated expansion of facilities and programming, we anticipate 880 students will be enrolled annually in these same CTE pathways by 2027/28. These 880 students will earn approximately 1,210 industry certifications (includes entry level and professional level certifications) and engage in 2,200 work-based learning experiences (includes career tours, job shadowing, internships, and apprenticeships) annually. These 880 students represent a single cohort of students benefiting from the Larimer County and Bohemian Foundation one-time investment. The lifespan of the capital improvements being purchased far exceeds a single cohort of students. To track the impact of this investment over time, we will include total CTE enrollment, enrollment by pathway, number of industry certificates earned, and work-based learning experiences as key performance indicators in district reports.

The number of students that concentrate within a Career and Technical Education (CTE) program represents an additional key performance indicator PSD and TSD will track and report to gauge impact over time. Using concentrator data is important because it demonstrates students who have achieved in-depth, sequenced programming to promote pathway specific knowledge and skill attainment. Concentrator data identifies students who have taken 4 semester-long courses and earned an industry certification to directly enter the workforce.

Table 1: Projected Annual Student Outcomes by 2027-2028

CTE Program Name	Student Enrollment	Concentrators	Industry Certifications	Work-Based Learning Experiences
Manufacturing	220	150	240	550
Automotive	160	80	280	400
Behavioral Health	220	105	220	550
EMT	120	67	150	300
Culinary	160	98	320	400
Total	880	500	1,210	2,200

Table 2 : Student Outcomes in 2022-2023

CTE Program Name	Student Enrollment	Concentrators	Industry Certifications	Work-Based Learning Experiences
Manufacturing	46	46	56	92
Automotive	40	12	47	64
Behavioral Health	0	0	0	0
EMT	0	0	0	0
Culinary	116	77	130	141
Total	202	135	233	297

Work-based learning opportunities available to our students continue to grow as a direct result of the Fort Collins Area Chamber of Commerce Work-Based Learning Business Liaison. This position has been funded through a state grant for the past several years. Continued funding for this position is critical to maintain the network of connections between the school districts and the business community that serve our youth in successfully completing work-based learning experiences.

An additional component of this collaboration is the intention to make the CTE facilities available to industry partners for re-skilling & upskilling the adult work-force of our communities. Not only will this support the employers, but this approach provides the opportunity to share industry professionals as trainers in the high school CTE courses to support the development of this talent pipeline. Several industry partners have expressed interest in utilizing the expanded facilities for these purposes and contributing to the expanding viability of a regional CTE approach to accelerate economic mobility across Northern Colorado. Collaborating with industry partners in this symbiotic manner will help ensure that we understand industry demand and respond flexibly to the changes in industry. Adult re-skilling & upskilling utilization metrics will be collected and reported out as key performance indicators of grant impact.

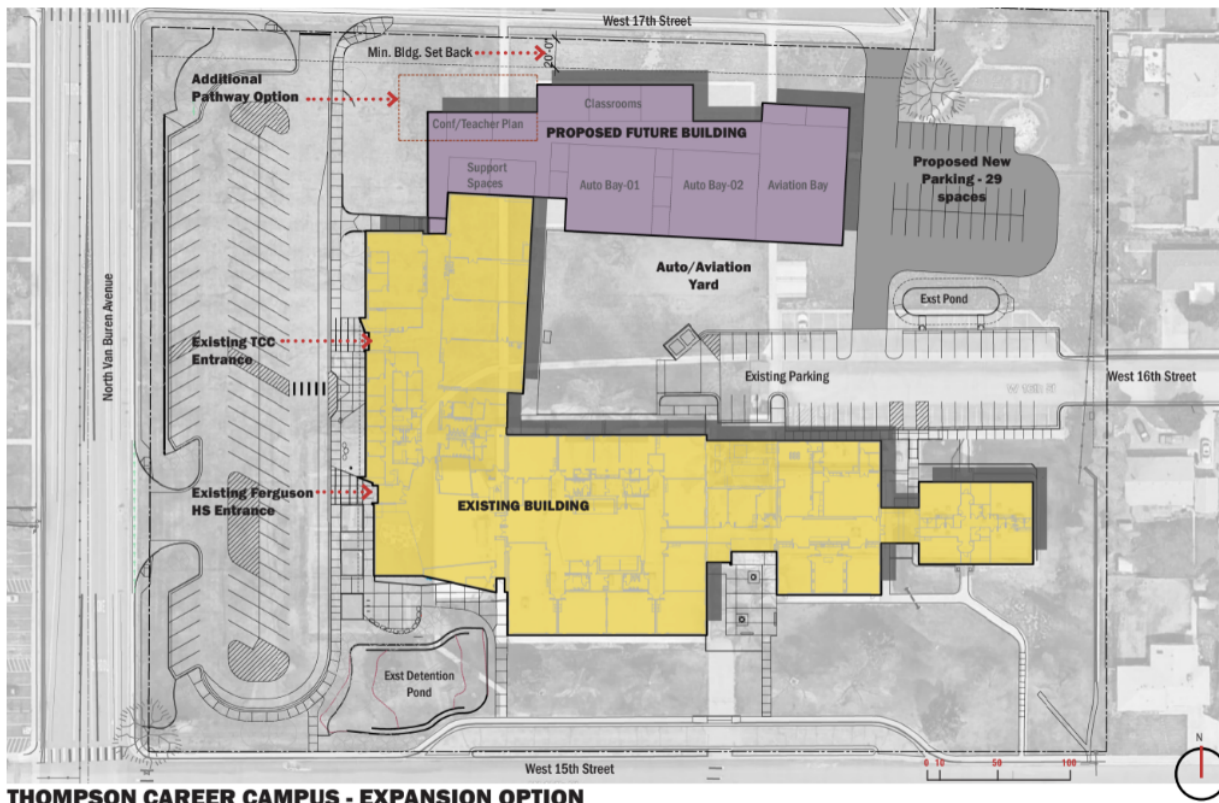
Key to Success and Growing with Industry Needs

Expansion of our facilities is key to our success. To grow the Manufacturing talent pipeline, we need spaces dedicated to machining and manufacturing. The same is true for Healthcare and Transportation; we need spaces that mirror the industry and where students can get authentic, hands-on experiences. Additionally, finding qualified instructors is challenging. Therefore, collaborating to share talent and resources will be mutually beneficial to both PSD and TSD. There is also great potential in growing the instructor pool by collaborating with industry partners who could “share” employees as instructors to grow their employee pipeline. In exchange, employees can use these spaces to re-skill and up-skill their current employees. This model is a true regional collaboration of K12, higher education and industry partners. We are fortunate to have generous industry partners who donate equipment to our programs, but the integration of the new equipment typically requires renovation of our current facilities. Our current PreK-12 funding model supports instructor compensation and facilities maintenance. Expansion of facilities comes at a great cost and although mill levy overrides and bonds are possibilities for further investments in CTE expansion, these efforts require voter support and cannot be the only source of investment into this regional collaboration model. We greatly appreciate Larimer County and Bohemian Foundation’s consideration of this funding request to support the expansion of CTE in Northern Colorado.

5 year budget proposal

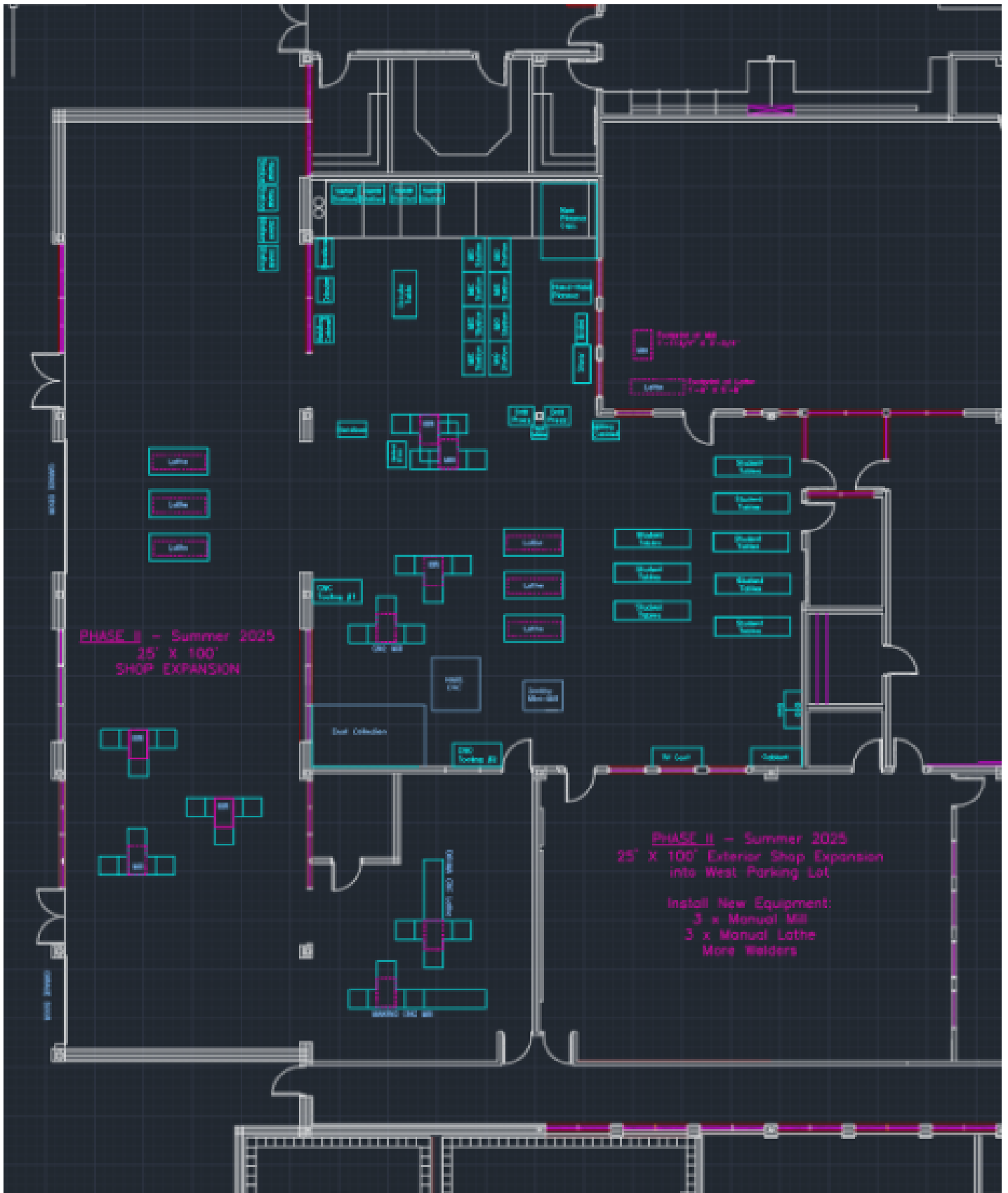
Phase 1 Pathway Expansion (2024-2026): Manufacturing, Health and Behavioral Sciences, Automotive							
Expense	Bohemian/County	District On-going	District One-Time	RISE Grant	BHA Grant	In-Kind Donation	Total
PHS Manufacturing Expansion & moving woodward equipment	\$1,800,000						
TSD Advanced Manufacturing and EMT, Rad Tech equipment	\$300,000						
TSD Flexible space build out for EMT/Manufacturing	\$1,525,000						
PSD EV/Bike Tech Automotive Facility Upgrade	\$200,000						
Work-Based Learning Development - Staffing	\$175,000						
Woodward Equipment						\$500,000	
Otterbox Robotic Arm						\$30,000	
Staffing		\$360,000			\$200,000		
Bike Tech/EV Equipment			\$14,000				
Auto Equipment				\$250,000			
Building Maintenance and Utilities		\$500,000					
Transportation		\$500,000					
FC Chamber Work-Based Learning Development - Staffing						\$44,000	
Afterhours opportunities for students and community						\$25,000.00	
Total	\$4,000,000.00	\$1,360,000.00	\$14,000.00	\$250,000.00	\$200,000.00	\$599,000.00	\$6,423,000.00
Phase 2 Pathway Expansion (2025-2028): Culinary, Automotive, Aviation Pathway							
Expense	Bond/Mill/District	District On-going		Other Grants	Perkins Grant	In-Kind Donation	
TSD Automotive & Aviation Expansion	\$13,000,000						
PSD Medical Assistant Expansion	\$200,000			\$300,000			
TSD Culinary Facility Expansion	\$2,000,000			\$100,000			
District Staffing		\$450,000		\$300,000			
Automotive Equipment				\$170,000			
Culinary Equipment				\$100,000	\$100,000	\$25,000	
Building Maintenance and Utilities		\$500,000					
Transportation		\$750,000					
Total	\$15,200,000.00	\$1,700,000.00		\$970,000.00	\$100,000.00	\$25,000.00	\$17,995,000.00

THOMPSON SCHOOL DISTRICT THOMPSON CAREER CAMPUS EXPANSION



THOMPSON CAREER CAMPUS - EXPANSION OPTION

POUDRE SCHOOL DISTRICT FUTURES LAB EXPANSION





December 15, 2023

Dear Bohemian Foundation and Larimer County,

On behalf of the Fort Collins Area Chamber of Commerce, it is with immense excitement that we express our strong support for the partnership between our organization and Thompson and Poudre School Districts. As dedicated stakeholders in the community, with a full time staff member committed to talent and workforce development, we recognize the immense value education and career-connected pathways hold for the development of youth and workforce in Northern Colorado.

The Fort Collins Area Chamber of Commerce has an established commitment to supporting K-12 career and technical education initiatives which foster work-based learning, innovation, and workforce development. We believe a close collaboration with Thompson and Poudre School Districts will not only enhance the educational experience for students but also contribute to the overall growth and economic development of our local community.

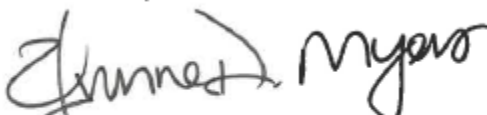
Below are a few key reasons we wholeheartedly believe in and support this partnership:

- **Educational Excellence:** We acknowledge Thompson and Poudre School District's deep commitment to providing high-quality education to their students. We are confident this partnership will further contribute to the academic success and personal growth of students.
- **Community Impact:** We recognize the impact a strong education system has on the community. Our collaboration with Poudre and Thompson School Districts is aligned with our mission to create positive change for individuals and business, while creating shared economic prosperity.
- **Workforce Development:** We are extremely committed to supporting the development of a skilled workforce. Through this partnership, we hope to engage with students through mentorship programs, work-based learning, and other initiatives which will prepare them for future careers.

As we embark on this exciting journey together, we are very eager to participate in joint initiatives, contribute resources, and work collaboratively to ensure the success of our shared objectives. We are equally open to discussions regarding how we can tailor our support to meet the specific needs and goals of this workforce development collaboration between Poudre and Thompson School Districts.

Thank you in advance for your consideration to support this amazing collaboration. We look forward to the opportunity to discuss this partnership further. Please feel free to contact me at 970-482-3746 or ymyers@fcchamber.org to discuss this partnership or to address any questions you may have.

Sincerely,



Yvonne D. Myers
Vice President of Strategic Initiatives





To Whom it May Concern,

We wanted to express our sincere support to the workforce pathways for students choosing a career path alternative to what is the standard curriculum in conventional collegiate studies. This could potentially benefit the students within our community as well as the businesses they would be serving. As a business representing the Northern Colorado area and the City of Loveland for over 60 years, we have seen the benefits of young men and women joining our workplace during their high school years and working their way into full-time roles. Many of these employees have spent decades with our business and started with us at young ages. Our business requires real-life, hands-on training that can be difficult to simulate in other settings. There is currently a need for young people with specific skills in our industry to perform the work needed to serve and support the needs of our community. It would be a great benefit and opportunity for both businesses and our young men and women to have a pathway to get them connected with their local businesses in need of specialized skills. Thank you for your time and attention reading this letter.

Chris Gebhardt

Partner/General Manager

Davidson-Gebhardt Auto Group



Kevin Snyder
1409 Duff Drive
Fort Collins, CO 80524
kevin.snyder@interstates.com
970-919-2717
December 15, 2023

Subject: Request for Support of Manufacturing, Technology, Engineering, and Trades Education at Poudre School Districts

Dear Bohemian Foundation and Larimer County,

I hope this letter finds you well. My name is Kevin Snyder, and I am writing to you on behalf of our local industry and community and, more specifically, in support of our school districts' efforts to enhance manufacturing, technology, engineering, and trades education. We believe that investing in these programs will have a profound and lasting impact on the educational experiences of our students and contribute significantly to the development of a skilled and motivated workforce in our region.

Here are some key reasons why we believe in and support this partnership:

Educational Excellence: We acknowledge Thompson and Poudre School District's commitment to providing high-quality education to its students. We are confident that our partnership will further contribute to the academic success and personal growth of the students in your district.

Innovation and Technology: As a forward-thinking company, we are eager to bring innovative ideas and technological advancements into the educational sphere. By partnering with [School District Name], we aim to contribute resources and expertise that will help students acquire essential skills for the 21st century.

Community Impact: We recognize the impact that a strong education system has on the community as a whole. Our collaboration with Poudre School District is aligned with our mission to create positive change, empower individuals, and build a vibrant and prosperous community.

Workforce Development: We are committed to supporting the development of a skilled workforce. Through this partnership, we hope to engage with students through mentorship programs, internships, and other initiatives that will prepare them for future careers.

We as an organization put our trust in our local school districts to determine where they could best use additional funding in their educational institutions, but areas that come to mind are:

Infrastructure and Equipment: There are likely continued needs in updated facilities, modern equipment, and technology to ensure that students receive hands-on, relevant training



Curriculum Development: Funding could help enhance the curriculum to align with continued advances and changes in industry standards and emerging technologies, ensuring students are well prepared for careers in manufacturing, technology, engineering, and trades.

Professional Development: There is an importance of providing ongoing professional development opportunities for educators to stay abreast of industry trends and incorporate best practices into their teaching.

Partnerships with Industry: Poudre school districts do an outstanding job and I can't express enough the benefits of establishing partnerships with local industries, providing students with real-world experiences, mentorship opportunities, and potential pathways to employment.

I can only anticipate with financial support from organizations like yours that we can lean into the benefits of increased student engagement, improved graduation rates, higher post-secondary enrollment in relevant fields, and ultimately, a more skilled and competitive local workforce.

Please allow me to express my sincere appreciation for the foundation's dedication to supporting education and its potential to make a positive impact on our community.

Thank you for considering our request to support manufacturing, technology, engineering, and trades education at Poudre School Districts. We believe that with your assistance, we can create a lasting impact on the lives of our students and contribute to the overall prosperity of our community.

Please feel free to contact me at (970) 919-2717 to schedule a meeting or address any questions you may have.

Sincerely,

Kevin Snyder
Production Manager, Manufacturing

Interstates, Inc.
Rocky Mountain Regional Office

1409 Duff Drive | Fort Collins, CO 80524
970.919.2733 | www.interstates.com



Dear Bohemian Foundation and Larimer County,

I am writing on behalf of Frontier Metal Stamping, and it is with great enthusiasm that we express our strong support for the partnership between our organization and Poudre School Districts. As dedicated stakeholders in the community, we recognize the immense value that education holds for the development of our youth and the prosperity of our society as a whole. Frontier has a longstanding commitment to supporting initiatives that foster learning, innovation, and community engagement. We believe that a close collaboration with Poudre School District will not only enhance the educational experience for students but also contribute to the overall growth and development of our local community.

Please find some key reasons why we believe in and support this partnership:

Educational Excellence: We acknowledge Thompson and Poudre School District's commitment to providing high-quality education to its students. We are confident that our partnership will further contribute to the academic success and personal growth of the students in your district.

Innovation and Technology: As a forward-thinking company, we are eager to bring innovative ideas and technological advancements into the educational sphere. By partnering with [School District Name], we aim to contribute resources and expertise that will help students acquire essential skills for the 21st century.

Community Impact: We recognize the impact that a strong education system has on the community as a whole. Our collaboration with Poudre School District is aligned with our mission to create positive change, empower individuals, and build a vibrant and prosperous community.

Workforce Development: We are committed to supporting the development of a skilled workforce. Through this partnership, we hope to engage with students through mentorship programs, internships, and other initiatives that will prepare them for future careers.

As we embark on this exciting journey together, we are open to discussions on how we can tailor our support to meet the specific needs and goals of Poudre School District. Our team is eager to participate in joint initiatives, contribute resources, and work collaboratively to ensure the success of our shared objectives.

Thank you for considering our proposal, and we look forward to the opportunity to discuss this partnership further. Please feel free to contact me at (303) 458-5129 x113 to schedule a meeting or address any questions you may have.

Sincerely,

Jonathan Hall, Business Development

 **Frontier Metal Stamping, Inc.**

www.frontiermetal.com

ISO 9001:2015 Certified

303.458.5129 x113 office

720.346.3504 mobile



December 18, 2023

Dear Bohemian Foundation and Larimer County,

I am writing on behalf of Woodward Inc, and it is with great enthusiasm that we express our strong support for the partnership between our organization and Poudre School Districts. As long-standing stakeholders in the community, we recognize the immense value that education holds for the development of our youth and the sustainable prosperity of our community.

Woodward has a long history of supporting local initiatives that foster learning, innovation, and community engagement across all our locations including Larimer County where our headquarters and two manufacturing facilities reside. We believe that a close collaboration with Poudre School District will not only enhance the educational experience for students but also contribute to the overall growth and health of our community.

Some key reasons why we believe in and support this ongoing partnership:

Educational Excellence: We acknowledge Thompson and Poudre School District's commitment to providing high-quality education to its students. We are confident that our partnership will further contribute to the academic success and personal growth of the students in the district.

Innovation and Technology: As a forward-thinking company, we are eager to bring innovative ideas and technological advancements into education. By partnering with Poudre School District, we will continue to contribute resources and expertise that will help students acquire essential skills for the 21st century.

Community Impact: We recognize the impact that a strong education system has on the community as a whole. Our collaboration with Poudre School District is well aligned with our organization's Constitution where "Community" is identified as one of our key stakeholders.

Workforce Development: We are committed to supporting the development of a skilled workforce. Through this partnership, we will continue engaging with students through mentorship programs, internships, and other initiatives that will prepare them for future careers.

As we continue this exciting journey together, we are open to discussions on how we can tailor our support to meet the specific needs and goals of Poudre School District. Our team is eager to participate in joint initiatives, contribute resources, and work collaboratively to ensure the success of our shared objectives and the growth of our local youth.

Please feel free to contact us with any questions.

Kind regards,

Ryan Spielman
Director, Center of Excellence

A handwritten signature in blue ink that reads 'Kody R. Braisted'.

Kody Braisted
SVP, Human Resources

Exhibit B
Project Budget

Changes in the scope of services, budget, or method of compensation contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the GRANTEE and the County.

Exhibit C
Reimbursement Report Form
(PDF of Form Attached)

Preliminary Budget Recap

Poudre School District

Includes Funding Request 1 thru TBD

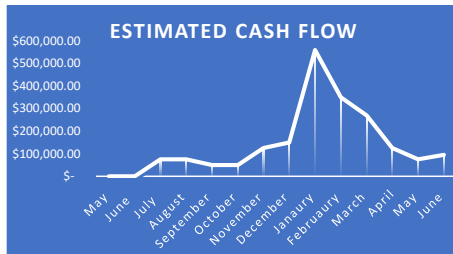
3/12/2024

Total Grant Amount: \$ 2,000,000.00

Northern Colorado Regional Workforce Development Project

Category	Description	% of Total	Initial Budget	Design Adjustments	Finalized Budget at GMP/Bid	Adjustments to Finalized	Current Project Budget	Expenditures to Date	Balance Remaining
			A	B	C = (A+B)	D	E = (C+D)	F	G = (E-F)
Design/CA Costs	Architectural	10.50%	\$ 168,000.00		\$ 168,000.00	\$ -	\$ 168,000.00	\$ 10,000.00	\$ 158,000.00
Site Survey and Soils Reports	Site Survey & Geo Tech.	0.30%	\$ 6,000.00		\$ 6,000.00	\$ -	\$ 6,000.00		\$ 6,000.00
Materials Testing, Inspections	3rd Party Inspections	0.50%	\$ 10,000.00		\$ 10,000.00	\$ -	\$ 10,000.00	\$ 3,000.00	\$ 7,000.00
Additional Costs	Moving & Relocating Costs	0.30%	\$ 6,000.00		\$ 6,000.00	\$ -	\$ 6,000.00		\$ 6,000.00
FF&E	Equipment	5.00%	\$ 100,000.00		\$ 100,000.00	\$ -	\$ 100,000.00		\$ 100,000.00
Permits, Taxes, Fees	Permits, Fees, etc.	0.50%	\$ 10,000.00		\$ 10,000.00	\$ -	\$ 10,000.00		\$ 10,000.00
Construction Hard Costs	Construction GMP	80.00%	\$ 1,600,000.00		\$ 1,600,000.00	\$ -	\$ 1,600,000.00	\$ 125,000.00	\$ 1,475,000.00
Owner Contingency	5% Owners Project Contingency	5.00%	\$ 100,000.00		\$ 100,000.00	\$ -	\$ 100,000.00		\$ 100,000.00
Total:		102.10%	\$ 2,000,000.00	\$ -	\$ 2,000,000.00	\$ -	\$ 2,000,000.00	\$ 138,000.00	\$ 1,862,000.00

PROJECTED CASH FLOW	MONTH	PROJECTED
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May	\$ -
June	\$ -
July	\$ 75,000.00
August	\$ 75,000.00
September	\$ 50,000.00
October	\$ 50,000.00
November	\$ 125,000.00
December	\$ 150,000.00
January	\$ 560,000.00
February	\$ 350,000.00
March	\$ 270,000.00
April	\$ 125,000.00
May	\$ 75,000.00
June	\$ 95,000.00
TOTAL	\$ 2,000,000.00

NoCo Regional Workforce Project

Larimer County	\$	1,000,000.00
Bohemian Foundation	\$	1,000,000.00
Total Amount	\$	2,000,000.00

<u>Funding Request Date</u>	<u>Funding Request</u>	<u>Available before this request</u>	<u>Total Amount Requested</u>	<u>Total billings to date</u>
3/12/2024	1	\$ 2,000,000.00	\$ 138,000.00	\$ 138,000.00

Balance

\$ 2,000,000.00
\$ 1,862,000.00

Operations Division Project Funding Request

Requesting District			
1. District Name:		County: Larimer	
Address:			
City:	State: CO	Zip:	
2. Contact Name:		Contact Phone:	Fax:
Contact E-mail:		Date of Request:	
3. Project Title: Northern Colorado Regional Workforce Development Project			
Breakdown of Dollars Requested			
	Vendor Name:	Total of Invoice(s):	
Vendor 1		\$0.00	
Vendor 2			
Vendor 3			
Vendor 4			
Vendor 5			
Vendor 6			
Vendor 7			
Vendor 8			
Note: Fund requests can be submitted once a month. Please provide invoices from all vendors listed above. Statements and purchase orders will not be accepted.			Total Vendor Costs: \$0.00
****Please fill out the three boxes below prior to submittal****			
Grant 50/50 Split 50%	Total Prior Billings (previous line & total) \$0.00	Total Project Cost \$2,000,000.00	
Financial Summary of Project			
	Larimer County	Bohemian Foundation	Total
4. Total Amount of the Contribution/Grant	\$1,000,000.00	\$1,000,000.00	\$2,000,000.00
5. Amount Previously Paid/Requested to Date	\$0.00	\$0.00	\$0.00
6. Amount Available before Current Request	\$1,000,000.00	\$1,000,000.00	\$2,000,000.00
7. Amount of this Request	\$0.00	\$0.00	\$0.00
8. Total Billings to Date	\$0.00	\$0.00	\$0.00
9. Total Available Balance	\$1,000,000.00	\$1,000,000.00	\$2,000,000.00
10. Proposed Project Dates	Start Date:	Completion Date:	
The Grantee certifies that the above information is true; that the funds requested are for the project for which the grantee received the grant; and that the vendors listed provided services or materials for the project for which the grantee received the grant.			
Printed Name of Authorized Representative:			Title:
Signature of Authorized Representative:			Date:

Vendor 1: Design Firm TBD (PO 0000000)

Contract Value: \$ 18,000.00 **Fixed Fee plus Fee Adjustments**
 \$ 2,000.00 **Reimbursables (NTE)**
 \$ 20,000.00

<u>Invoice Date</u>	<u>Invoice Number</u>	<u>Funding Request</u>	<u>Total Invoice</u>	<u>Fixed Fee Amount</u>
3/12/2024	123456	1	\$ 10,000.00	\$ 9,000.00
		2	\$ -	
		3	\$ -	
		4	\$ -	
		5	\$ -	
		6	\$ -	
		7	\$ -	
		8	\$ -	
		9	\$ -	
		10	\$ -	
Total to date:			\$ 10,000.00	\$ 9,000.00

<u>Remaining</u>	<u>Reimbursable</u>	<u>Remaining</u>
\$ 9,000.00	\$ 1,000.00	\$ 1,000.00
\$ 9,000.00		\$ 1,000.00
\$ 9,000.00		\$ 1,000.00
\$ 9,000.00		\$ 1,000.00
\$ 9,000.00		\$ 1,000.00
\$ 9,000.00		\$ 1,000.00
\$ 9,000.00		\$ 1,000.00
\$ 9,000.00		\$ 1,000.00
\$ 9,000.00		\$ 1,000.00
\$ 9,000.00		\$ 1,000.00

\$ 1,000.00

Vendor 2: Construction TBD
Phase 1 - GMP \$ 1,500,000.00
CO's to date \$ 100,000.00
Contract Value: \$ 1,600,000.00

<u>Invoice Date</u>	<u>Invoice Number</u>	<u>Funding Request</u>	<u>Total Earned Less Retainage</u>	<u>Balance Including Retainage</u>
3/12/2024	Pay App #001	1	\$ 125,000.00	\$ 1,475,000.00
		2		\$ 1,475,000.00
		3		\$ 1,475,000.00
		4		\$ 1,475,000.00
		5		\$ 1,475,000.00
		6		\$ 1,475,000.00
		7		\$ 1,475,000.00
		8		\$ 1,475,000.00
		9		\$ 1,475,000.00
		10		\$ 1,475,000.00

Total to date: \$ 125,000.00

Vendor 3:	TBD (PO 0000000)
Base Contract	\$ 10,000.00
CO's to date	\$ -
Contract Value:	\$ 10,000.00

<u>Invoice Date</u>	<u>Invoice Number</u>	<u>Funding Request</u>	<u>Total Invoice</u>	<u>Balance</u>
3/12/2024	987654	1	\$ 3,000.00	\$ 7,000.00
		2		\$ 7,000.00
		3		\$ 7,000.00
		4		\$ 7,000.00
		5		\$ 7,000.00
		6		\$ 7,000.00
		7		\$ 7,000.00
		8		\$ 7,000.00
		9		\$ 7,000.00
		10		\$ 7,000.00

Total to date:

\$ 3,000.00



LARIMER COUNTY

AMERICAN RESCUE PLAN ACT GRANT AGREEMENTS REIMBURSEMENT REPORT FORM

1. Organization Name:

2. Project Title:

3. Expense Category (choose all that apply)

Payroll

Grants or scholarships to individuals

Revenue Loss

Grants of materials or equipment to individuals

Materials and/or Services

Administrative overhead/indirect costs

4. Description of 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 reimbursement 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 CRF Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

13. CERTIFICATIONS.

- 13.1. Subrecipient Certification. Subrecipient shall sign a "State of Colorado Agreement with Recipient of Federal Recovery Funds" Certification Form in Exhibit E and submit to State Agency with signed grant agreement.
- 13.2. Unless prohibited by Federal statutes or regulations, Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS.

- 14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 14.2. A Grantee with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

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 Hoffmann
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.