

REDI
CTGG1 NLAA 2022*2191

## SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

<b>State Agency</b> Department of Local Affairs	<b>DLG Number</b> F22RED21244	<b>CMS Number</b> 171079
<b>Grantee</b> Routt County	<b>Grant Award Amount</b> \$435,938.00	<b>Retainage Amount</b> \$21,796.00
<b>Project Number and Name</b> REDI 21-244 – Routt County Northwest Colorado Capacity Building	<b>Performance Start Date</b> The later of the Effective Date or August 19, 2021	<b>Grant Expiration Date</b> June 30, 2023
<b>Project Description</b> The Project consists of hiring a Program Director and Assistant to facilitate the flow of information from various State programs to the Northwest Colorado Development Council.	<b>Program Name</b> Rural Economic Development Initiative Grant Program (REDI)	
	<b>Funding Source</b> STATE FUNDS	
	<b>Catalog of Federal Domestic Assistance (CFDA) Number</b> N/A	
<b>DOLA Regional Manager</b> <u>Greg Winkler, (970) 668-6160,</u> <u>(greg.winkler@state.co.us)</u>	<b>Funding Account Codes</b>	
<b>DOLA Regional Assistant</b> <u>Katherine Boozell, (970) 473-4947,</u> <u>(katherine.boozell@state.co.us)</u>	<b>VCUST#</b> 14287	<b>Address Code</b> CN005 EFT

## THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

<p><b>DEPARTMENT OF LOCAL AFFAIRS</b> PROGRAM REVIEWER</p> <p>DocuSigned by: <u>Kate Guibert</u> BCECC6E7EDB145F...</p> <p>By: Kate Guibert, REDI Program Manager</p> <p>Date: <u>8/19/2021   2:19 PM MDT</u></p>	<p><b>STATE OF COLORADO</b> Jared S. Polis, Governor <b>DEPARTMENT OF LOCAL AFFAIRS</b> Rick M. Garcia, Executive Director</p> <p>DocuSigned by: <u>Rick M. Garcia - DOLA</u> 8139CF536BC34AC...</p> <p>By: Rick M. Garcia, Executive Director</p> <p>Date: <u>8/19/2021   2:44 PM MDT</u></p>
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In accordance with §24-30-202 C.R.S., this Grant is not valid until signed and dated below by the State Controller or an authorized delegate (the “Effective Date”).

<p><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p>DocuSigned by: <u>Beulah Messick - DOLA</u> 090ACD88A721474...</p> <p>By: Beulah Messick, Controller Delegate Department of Local Affairs</p> <p><b>Effective Date:</b> <u>8/19/2021   5:47 PM MDT</u></p>
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## TERMS AND CONDITIONS

### 1. GRANT

As of the Performance Start Date, the State Agency shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter (the “State”) hereby obligates and awards to Grantee shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter (the “Grantee”) an award of Grant Funds in the amount shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

### 2. TERM

#### A. Initial Grant Term and Extension

The Parties’ respective performances under this Grant Award Letter shall commence on the Performance Start Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with an updated Grant Award Letter or an executed Option Letter showing the new Grant Expiration Date.

#### B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee’s obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

#### C. *Reserved.*

### 3. AUTHORITY

Authority to enter into this Grant Award Letter exists in the law as follows:

#### A. *Reserved.*

#### B. State Authority

Authority to enter into this Grant exists in C.R.S. 24-32-106 and 29-3.5-101, and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and

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coordination have been accomplished from and with appropriate agencies.. This Grant Award Letter is funded, in whole or in part, with State funds.

#### 4. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. *Reserved.*
- B. *Reserved.*
- C. “**CORA**” means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.
- D. “**Exhibits**” means the following exhibits attached to this Grant Award Letter:
  - i. **Exhibit B**, Scope of Project
  - ii. **Exhibit G**, Form of Option Letter
- E. “**Extension Term**” means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter, an amendment, or an Option Letter.
- F. *Reserved.*
- G. *Reserved.*
- H. “**Goods**” means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- I. “**Grant Award Letter**” or “**Grant**” means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.
- J. “**Grant Expiration Date**” means the Grant Expiration Date shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter. Work performed after the Grant Expiration Date is not eligible for reimbursement from Grant Funds.
- K. “**Grant Funds**” or “**Grant Award Amount**” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.
- L. “**Incident**” means any accidental or deliberate event that results in, or constitutes an imminent threat of, the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- M. “**Initial Term**” means the time period between the Performance Start Date and the initial Grant Expiration Date.
- N. *Reserved.*
- O. “**Other Funds**” means all funds necessary to complete the Project, excluding Grant Funds. Grantee is solely responsible for securing all Other Funds.
- P. “**Party**” means the State or Grantee, and “**Parties**” means both the State and Grantee.
- Q. “**Performance Start Date**” means the later of the Performance Start Date or the Execution Date shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter.

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- R. *Reserved.*
- S. *Reserved.*
- T. *Reserved.*
- U. “**Project**” means the overall project described in **Exhibit B**, which includes the Work.
- V. “**Project Budget**” means the amounts detailed in **§6.2** of **Exhibit B**.
- W. *Reserved.*
- X. *Reserved.*
- Y. “**Services**” means the services performed by Grantee as set forth in this Grant Award Letter, and shall include any services rendered by Grantee in connection with the Goods.
- Z. “**State Confidential Information**” means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to State personnel records not subject to disclosure under CORA.
- AA. “**State Fiscal Rules**” means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.
- BB. “**State Fiscal Year**” means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- CC. “**State Records**” means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- DD. *Reserved.*
- EE. “**Subcontractor**” means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- FF. *Reserved.*
- GG. *Reserved.*
- HH. *Reserved.*
- II. “**Work**” means the delivery of the Goods and performance of the Services described in this Grant Award Letter.
- JJ. “**Work Product**” means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Performance Start Date that is used, without modification, in the performance of the Work.

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

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## 5. PURPOSE

The purpose of the Rural Economic Development Initiative Grant Program is to help communities diversify their local economies and create a more resilient Colorado. The purpose of this Grant is described in **Exhibit B**.

## 6. SCOPE OF PROJECT

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

## 7. PAYMENTS TO GRANTEE

### A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Award Amount shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter.

- i. The State may increase or decrease the Grant Award Amount by providing Grantee with an updated Grant Award Letter or an executed Option Letter showing the new Grant Award Amount.
- ii. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Performance Start Date or after the Grant Expiration Date.
- iii. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

### B. Erroneous Payments

The State may recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee. The State may recover such payments by deduction from subsequent payments under this Grant Award Letter, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

### C. Matching Funds.

Grantee shall provide the Other Funds amount shown on the Project Budget in **Exhibit B** (the "Local Match Amount"). Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Grant Award Letter each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Grant Award Letter irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant Award Letter is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

### D. Reimbursement of Grantee Costs

The State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant

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Award Letter and shown in the Project Budget in **Exhibit B**.

- i. Upon request of the Grantee, the State may, without changing the maximum total amount of Grant Funds, adjust or otherwise reallocate Grant Funds among or between each line of the Project Budget by providing Grantee with an executed Option Letter or formal amendment.

**E. Close-Out and De-obligation of Grant Funds**

Grantee shall close out this Grant no later than 90 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee’s final reimbursement request or invoice. Any Grant Funds remaining after submission and payment of Grantee’s final reimbursement request are subject to de-obligation by the State.

**8. REPORTING – NOTIFICATION**

**A. Performance and Final Status**

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out period described in §7.E.

**B. Violations Reporting**

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting this Award.

**9. GRANTEE RECORDS**

**A. Maintenance and Inspection**

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee’s office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

**B. Monitoring**

The State will monitor Grantee’s performance of its obligations under this Grant Award Letter using procedures as determined by the State. The State shall monitor Grantee’s performance in a manner that does not unduly interfere with Grantee’s performance of the Work.

**C. Audits**

Grantee shall comply with all State and federal audit requirements.

**10. CONFIDENTIAL INFORMATION-STATE RECORDS**

**A. Confidentiality**

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall

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not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security (<http://oit.state.co.us/ois>) and all applicable laws, rules, policies, publications, and guidelines. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

**B. Other Entity Access and Nondisclosure Agreements**

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

**C. Use, Security, and Retention**

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

**D. Incident Notice and Remediation**

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

**11. CONFLICTS OF INTEREST**

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen,

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Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration.

## **12. INSURANCE**

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

## **13. REMEDIES**

In addition to any remedies available under any Exhibit to this Grant Award Letter, if Grantee fails to comply with any term or condition of this Grant, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant Funds to the State in the State's sole discretion. The State may also terminate this Grant Award Letter at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

## **14. DISPUTE RESOLUTION**

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

## **15. NOTICES AND REPRESENTATIVES**

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §15.

## **16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION**

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

## **17. GOVERNMENTAL IMMUNITY**

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



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## **18. GENERAL PROVISIONS**

### **A. Assignment**

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

### **B. Captions and References**

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

### **C. Entire Understanding**

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

### **D. Modification**

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

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

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Performance Start Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

### **F. Order of Precedence**

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

- i.** Any executed Option Letter
- ii.** The provisions of this Grant Award Letter
- iii.** The provisions of any exhibits to this Grant Award Letter

### **G. Severability**

The invalidity or unenforceability of any provision of this Grant Award Letter shall not affect the validity or enforceability of any other provision of this Grant Award Letter, which shall

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remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

**H.** Survival of Certain Grant Award Letter Terms

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

**I.** Third Party Beneficiaries

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

**J.** Waiver

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

**K.** *Reserved.*

**L.** Digital Signatures

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

**THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK**

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**EXHIBIT B – SCOPE OF PROJECT (SOP)****1. PURPOSE**

**1.1. Rural Economic Development Initiative.** The purpose of the Rural Economic Development Initiative is to help communities diversify their local economies and create a more resilient Colorado.

**2. DESCRIPTION OF THE PROJECT(S) AND WORK**

**2.1. Project Description.** The Project consists of hiring a Program Director and Assistant to facilitate the flow of information from various State programs to the Northwest Colorado Development Council.

**2.2. Work Description.** Routt County (Grantee) will hire a Program Director and a Program Assistant to facilitate the coordination of the Roadmap and Recovery process and the integration of the Just Transitions program through the Northwest Colorado Development Council representing the cities and counties in the Yampa Valley Region.

**2.3. Responsibilities.** Grantee shall be responsible for the completion of the Work and to provide required documentation to DOLA as specified herein.

**2.3.1.** Grantee shall notify DOLA at least 30 days in advance of Project Completion.

**2.4. Recapture of Advanced Funds.** To maximize the use of Grant Funds, the State shall evaluate Grantee's expenditure of the Grant Funds for timeliness and compliance with the terms of this Grant. DOLA reserves the right to recapture advanced Grant Funds when Grantee has not or is not complying with the terms of this Grant.

**2.5. Eligible Expenses.** Eligible expenses shall include: program-specific allowable salary and benefits costs.

**3. DEFINITIONS****3.1. Project Budget Lines.**

**3.1.1.** “Personnel Services Costs” means program-specific allowable salary and benefits costs.

**3.2.** “Substantial Completion” means the Work is sufficiently complete in accordance with the Grant so it can be utilized for its intended purpose without undue interference.

**4. DELIVERABLES**

**4.1. Outcome.** The final outcome of this Grant is completed hires of the Program Director and Assistant, who will provide additional operational capacity for the Northwest Colorado Development Council to service the counties and municipalities in the Yampa Valley Region.

**4.2. Service Area.** The performance of the Work described within this Grant shall be located in Moffat and Rio Blanco Counties in Colorado.

**4.3. Performance Measures.** Grantee shall comply with the following performance measures:

<b><u>Milestone/Performance Measure/Grantee will:</u></b>	<b><u>By:</u></b>
Hire Program Director.	Within 90 days after the Effective Date of this Grant Award Letter.
Hire Program Assistant.	No sooner than 90 days after the hiring date of the Program Director.
Provide DOLA with Quarterly Reports of activities of the Program Director and Assistant.	<b>See §4.5.2 below</b>
Submit Quarterly Pay Requests	<b>See §4.5.2 below</b>
Submit Quarterly Status Reports	<b>See §4.5.2 below</b>

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<p>File an Annual Report with DOLA on the following:</p> <ul style="list-style-type: none"> <li>• Jobs created or supported or anticipated jobs created</li> <li>• Did the Project lead to other economic development projects or opportunities?</li> <li>• The approximate number of workers who received support or benefit as a result of the Project? What did this support look like?</li> <li>• The approximate number of entrepreneurs who received support or benefit as a result of the Project? What did this support look like?</li> <li>• Did the Project directly or indirectly lead to the attraction of new businesses or industries?</li> <li>• How is the Project contributing to the Grantee’s long-term goals?</li> </ul>	<p>Within 30 days after the first, second and third anniversary of the Effective Date of this Grant Award Letter.</p>
<p>Submit Project Final Report</p>	<p>September 28, 2023</p>

**4.4. Budget Line Adjustments.**

**4.4.1. Grant Funds.** Grantee may request in writing that DOLA move Grant Funds between and among budget lines, so long as the total amount of Grant Funds remains unchanged. To make such budget line changes, DOLA will use an Option Letter (**Exhibit G**).

**4.4.2. Other Funds.** Grantee may increase or decrease the amount of Other Funds in any one or any combination of budget lines as described in §6.2, or move Other Funds between and among budget lines, so long as the total amount of such “Other Funds” is not less than the amount set forth in §6.2 below. Grantee may increase the Total Project Cost with “Other Funds” and such change does not require an amendment or option letter. DOLA will verify the Grantee’s contribution of “Other Funds” and compliance with this section at Project Closeout.

**4.5. Quarterly Pay Request and Status Reports.** Beginning 30 days after the end of the first quarter following execution of this Grant and for each quarter thereafter until termination of this Grant, Grantee shall submit Pay Requests and Status Reports using a form provided by the State. The State shall pay the Grantee for actual expenditures made in the performance of this Grant based on the submission of statements in the format prescribed by the State. The Grantee shall submit Pay Requests setting forth a detailed description and provide documentation of the amounts and types of reimbursable expenses. Pay Requests and Status Reports are due within 30 days of the end of the quarter but may be submitted more frequently at the discretion of the Grantee.

**4.5.1.** For quarters in which there are no expenditures to reimburse, Grantee shall indicate zero (0) requested in the Pay Request and describe the status of the Work in the Status Report. The report will contain an update of expenditure of funds by budget line as per §6.2 of this **Exhibit B** Scope of Project as well as a projection of all Work expected to be accomplished in the following quarter, including an estimate of Grant Funds to be expended.

**4.5.2.** Specific submittal dates.

Quarter	Year	Due Date	Pay Request Due	Status Report Due
3 <sup>rd</sup> (Jul-Sep)	2021	October 30, 2021	Yes	Yes
4 <sup>th</sup> (Oct-Dec)	2021	January 30, 2022	Yes	Yes
1 <sup>st</sup> (Jan-Mar)	2022	April 30, 2022	Yes	Yes
2 <sup>nd</sup> (Apr-Jun)	2022	July 30, 2022	Yes	Yes
3 <sup>rd</sup> (Jul-Sep)	2022	October 30, 2022	Yes	Yes
4 <sup>th</sup> (Oct-Dec)	2022	January 30, 2023	Yes	Yes

## REDI 21-244 – Routt County Northwest Colorado Capacity Building

<b>1<sup>st</sup> (Jan-Mar)</b>	<b>2023</b>	<b>April 30, 2023</b>	<b>Yes</b>	<b>Yes</b>
<b>2<sup>nd</sup> (Apr-Jun)</b>	<b>2023</b>	<b>July 30, 2023</b>	<b>Yes</b>	<b>Yes</b>

**4.6. DOLA Acknowledgment.** The Grantee agrees to acknowledge the Colorado Department of Local Affairs in any and all materials or events designed to promote or educate the public about the Work and the Project, including but not limited to: press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

**5. PERSONNEL**

**5.1. Responsible Administrator.** Grantee’s performance hereunder shall be under the direct supervision of **Caroline McClenahan, Grants Administrator, (cmcclenahan@co.routt.co.us)**, who is an employee or agent of Grantee, and is hereby designated as the responsible administrator of this Project and a key person under this §5. Such administrator shall be updated through the process in §5.3. If this person is an agent of the Grantee, such person must have signature authority to bind the Grantee and must provide evidence of such authority.

**5.2. Other Key Personnel.** **NONE**. Such key personnel shall be updated through the process in §5.3.

**5.3. Replacement.** Grantee shall immediately notify the State if any key personnel specified in §5 of this **Exhibit B** cease to serve. All notices sent under this subsection shall be sent in accordance with §15 of the Grant.

**5.4. DLG Regional Manager:** **Greg Winkler, (970) 668-6160, (greg.winkler@state.co.us)**

**5.5. DLG Regional Assistant:** **Katherine Boozell, (970) 473-4947, (katherine.boozell@state.co.us)**

**6. FUNDING**

The State provided funds shall be limited to the amount specified under the “Grant Funds” column of §6.2, Budget, below.

**6.1. Matching/Other Funds.** Grantee shall provide **at least 25%** of the Total Project Cost as documented by Grantee and verified by DOLA at Project Closeout. Initial estimates of Grantee’s contribution are noted in the “Other Funds” column of §6.2 below. Increases to Grantee’s contribution to Total Project Cost do not require modification of this Grant Award Letter and/or **Exhibit B**.

**6.2. Budget**

<b>Budget Line(s)</b>		<b>Total Project Cost</b>	<b>Grant Funds</b>	<b>Other Funds</b>	<b>Other Funds Source</b>
<b>Line #</b>	<b>Cost Category</b>				
1	Personnel Services Costs	\$581,250	\$435,938	\$145,312	Grantee
<b>Total</b>		<b>\$581,250</b>	<b>\$435,938</b>	<b>\$145,312</b>	

**7. PAYMENT**

Payments shall be made in accordance with this section and the provisions set forth in §7 of the Grant.

**7.1. Payment Schedule.** If Work is subcontracted or subgranted and such Subcontractors and/or Subgrantees are not previously paid, Grantee shall disburse Grant Funds received from the State to such Subcontractor or Subgrantee within fifteen days of receipt. Excess funds shall be returned to DOLA.

<b>Payment</b>	<b>Amount</b>	
Interim Payment(s)	\$414,142	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	\$21,796	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided

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		that the Grantee has submitted, and DOLA has accepted, all required reports.
<b>Total</b>	<b>\$435,938</b>	

**7.2. Interest.** Grantee or Subgrantee may keep interest earned from Grant Funds up to \$100 per year for administrative expenses.

## 8. ADMINISTRATIVE REQUIREMENTS

**8.1. Reporting.** Grantee shall submit the following reports to DOLA using the State-provided forms. DOLA may withhold payment(s) if such reports are not submitted timely.

**8.1.1. Quarterly Pay Request and Status Reports.** Quarterly Pay Requests shall be submitted to DOLA in accordance with §4.5 of this Exhibit B.

**8.1.2. Final Reports.** Within 90 days after the completion of the Project, Grantee shall submit the final Pay Request and Status Report to DOLA.

**8.2. Monitoring.** DOLA shall monitor this Work on an as-needed basis. DOLA may choose to audit the records for activities performed under this Grant. Grantee shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an executed Grant. Such books and records shall contain documentation of the Grantee's pertinent activity under this Grant in accordance with Generally Accepted Accounting Principles.

**8.2.1. Subgrantee/Subcontractor.** Grantee shall monitor its Subgrantees and/or Subcontractors, if any, during the term of this Grant. Results of such monitoring shall be documented by Grantee and maintained on file.

**8.3. Bonds.** If Project includes construction or facility improvements, Grantee and/or its contractor (or subcontractors) performing such work shall secure the bonds hereunder from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR Part 223 and are authorized to do business in Colorado.

**8.3.1. Bid Bond.** A bid guarantee from each bidder equivalent to 5 percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

**8.3.2. Performance Bond.** A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

**8.3.3. Payment Bond.** A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

**8.3.4. Substitution.** The bonding requirements in this §8.3 may be waived in lieu of an irrevocable letter of credit if the price is less than \$50,000.

**9. CONSTRUCTION/RENOVATION.** The following subsections shall apply to construction and/or renovation related projects/activities:

**9.1. Plans & Specifications.** Construction plans and specifications shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Grantee through a competitive selection process.

**9.2. Procurement.** A construction contract shall be awarded to a qualified construction firm through a formal selection process with the Grantee being obligated to award the construction contract to the lowest responsive, responsible bidder meeting the Grantee's specifications.

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- 9.3. Subcontracts.** Copies of any and all contracts entered into by the Grantee in order to accomplish this Project shall be submitted to DOLA upon request, and any and all contracts entered into by the Grantee or any of its Subcontractors shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.
- 9.4. Standards.** Grantee, Subgrantees and Subcontractors shall comply with all applicable statutory design and construction standards and procedures that may be required, including the standards required by Colorado Department of Public Health and Environment, and shall provide the State with documentation of such compliance.

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**OPTION LETTER #Insert # Here**

**SIGNATURE AND COVER PAGE**

<b>State Agency</b> Department of Local Affairs	<b>DLG Number</b> Insert DLG encumbrance number for this Project	<b>Option Letter CMS Number</b> Insert CMS number for this Amendment
<b>Grantee</b> Insert Grantee's Full Legal Name	<b>Previous CMS #(s)</b> Insert CMS number for orig Agreement, and any prior chg docs	
<b>Project Number and Name</b> Insert DOLA's project number and name	<b>Grant Amount</b> Initial Award: \$Insert orig award amt Option Letter ## and date effective/spendable: \$0.00 Option Letter ## and date effective/spendable: \$0.00 <b>Total Grant Amount: \$Insert total award to date</b>	
<b>DOLA Regional Manager</b> Choose an item. <b>DOLA Regional Assistant</b> Choose an item.	<b>Prior Grant Agreement Expiration Date</b> Month Day, Year	<b>Current Grant Agreement Expiration Date</b> Month Day, Year

**THE PARTIES HERETO HAVE EXECUTED THIS OPTION LETTER**

Each person signing this Option Letter represents and warrants that he or she is duly authorized to execute this Option Letter and to bind the Party authorizing his or her signature.

STATE OF COLORADO Jared S. Polis GOVERNOR Colorado Department of Local Affairs
By: _____ Rick M. Garcia, Executive Director Date: _____

**ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

CRS §24-30-202 requires the State Controller to approve all State contracts. This Option Letter is not valid until signed and dated below by the State Controller or delegate.
STATE CONTROLLER Robert Jaros, CPA, MBA, JD
By: _____ Beulah Messick, DOLA Controller Delegate Effective Date: _____



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1) **OPTIONS:** Choose all applicable options listed in §1 and in §2

- a. Option to extend (*use this option for Extension of Time*)
- b. Change in the Grant Award Amount within the current term (*use this option for an Increase or Decrease in Grant Funds, including Supplemental funding awards*)
- c. Budget Line Adjustment(s) – reallocation of awarded Grant Funds to Budget Line(s) (*use this Option to redistribute existing Grant Funds between budget lines*)

2) **REQUIRED PROVISIONS.** All Option Letters shall contain the appropriate provisions set forth below:

a. **For use with Option 1(a):** In accordance with **Section 2(A)** of the original Grant Award Letter between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option for an additional term beginning **Insert start date** and ending on **Insert ending date**. Tables in **Sections 4.3 and 4.5.2 of Exhibit B** are deleted and replaced with the following:

<b>Milestone/Performance Measure</b>	<b>By:</b>
Put Project out to bid.	Within [ ] days of the Effective Date of this Grant Award Letter.
Award and finalize subcontract(s) and/or sub-grant(s).	[give target date]
Provide DOLA with Project Timeline	Within [ ] days of the Effective Date of the subcontract(s).
Contractor mobilization/begin Work.	Within [ ] days of the Effective Date of the subcontract(s).
Submit Quarterly Pay Requests	See §4.5.2 below
Submit Quarterly Status Reports	See §4.5.2 below
Submit Project Final Report	[give date certain]

<b>Quarter</b>	<b>Year</b>	<b>Due Date</b>	<b>Pay Request</b>	<b>Status Report</b>
1 <sup>st</sup> (Jan-Mar)	2022	April 30, 2022	Yes	Yes
2 <sup>nd</sup> (Apr-Jun)	2022	July 30, 2022	Yes	Yes
3 <sup>rd</sup> (Jul-Sep)	2022	October 30, 2022	Yes	Yes
4 <sup>th</sup> (Oct-Dec)	2022	January 30, 2023	Yes	Yes
1 <sup>st</sup> (Jan-Mar)	2023	April 30, 2023	Yes	Yes
2 <sup>nd</sup> (Apr-Jun)	2023	July 30, 2023	Yes	Yes
3 <sup>rd</sup> (Jul-Sep)	2023	October 30, 2023	Yes	Yes
4 <sup>th</sup> (Oct-Dec)	2023	January 30, 2024	Yes	Yes
1 <sup>st</sup> (Jan-Mar)	2024	April 30, 2024	Yes	Yes
2 <sup>nd</sup> (Apr-Jun)	2024	July 30, 2024	Yes	Yes
3 <sup>rd</sup> (Jul-Sep)	2024	October 30, 2024	Yes	Yes
4 <sup>th</sup> (Oct-Dec)	2024	January 30, 2025	Yes	Yes

b. **For use with Option 1(b):** In accordance with **Section 7(A)(i)** of the original Grant Award Letter between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option to **increase/decrease** Grant Funds awarded for this Project in an amount equal to **amt of increase or (decrease)**, from **beginning dollar amt** to **ending dollar amt**. The Grant Award Amount shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter is hereby changed to **ending dollar amt**. The Budget table in **Section 6.2** and the Payment Schedule in **Section 7.1**, both of **Exhibit B**, are deleted and replaced with the following:

<b>Budget Line(s)</b>		<b>Total Project Cost</b>	<b>Grant Funds</b>	<b>Other Funds</b>	<b>Other Funds Source</b>
<b>Line #</b>	<b>Cost Category</b>				

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	Architectural/Engineering Services	\$ 0.00			Grantee
	Construction/Improvement of Public Roadways				Grantee
	<b>Total</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	

Payment	Amount	
Interim Payment(s)		Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment		Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
<b>Total</b>		

c. **For use with Option 1(c):** In accordance with Section 7(D)(i).2 of the original Grant Award Letter between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option to re-allocate awarded Grant Funds within the Project Budget. The Budget table in Section 6.2 of Exhibit B is deleted and replaced with the following:

Budget Line(s)		Total Project Cost	Grant Funds	Other Funds	Other Funds Source
Line #	Cost Category				
	Architectural/Engineering Services	\$ 0.00			Grantee
	Construction/Improvement of Public Roadways				Grantee
	<b>Total</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	

3) **Effective Date.** The effective date of this Option Letter is upon approval of the State Controller or **\_\_\_\_\_**, whichever is later.

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