

Gene A. Meisner
Commissioner District One

Rocky L. Samber, Chairman
Commissioner District Two

David G. Donaldson
Commissioner District Three



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**OFFICE OF THE BOARD
LOGAN COUNTY COMMISSIONERS**

315 MAIN STREET SUITE 2
STERLING, COLORADO 80751

AGENDA

**Logan County Board of Commissioners
Logan County Courthouse, 315 Main Street, Sterling, Colorado
Tuesday, September 13, 2016 - 9:00 a.m.**

**Call to Order
Pledge of Allegiance
Revisions to Agenda
Consent Agenda**

Approval of the Minutes of the September 6, 2016 meeting.

Acknowledge receipt of the Treasurer's report for the month of August 2016.

Acknowledge receipt of the Clerk and Recorder's report for the month of August, 2016.

Reappoint representative to the Republican River Water Conservation District for a three-year term to expire in October 2019

**Unfinished Business
New Business**

Consideration of an agreement between Computer Information Concepts and Logan County for the purchase of personnel payroll option computer software, licensing and maintenance.

Consideration of an Intergovernmental Agreement between Morgan, Washington, Logan and Sedgwick Counties for participation in a CDBG Disaster Recovery Resiliency Planning grant.

Other Business

The Board will inspect the Logan County Jail at 11:00 a.m.

Miscellaneous Business/Announcements

The next regular business meeting will be scheduled for Tuesday, September 20, 2016, at 9:00 a.m. at the Logan County Courthouse.

**Executive Session as Needed
Adjournment**

September 6, 2016

The Logan County Board of Commissioners met in regular session with the following members present constituting a quorum of the members thereof:

Rocky L. Samber	Chairman
David G. Donaldson	Commissioner
Gene A. Meisner	Commissioner

Also present:

Alan Samber	Logan County Attorney
Pamela M. Bacon	Logan County Clerk
Marie Granillo	Logan County Deputy Clerk
Forrest Hershberger	Journal Advocate/South Platte Sentinel

Chairman Samber called the meeting to order at 9:00 a.m. The meeting opened with the Pledge of Allegiance.

Chairman Samber asked if there were any revisions for today's agenda. None were indicated.

The Board continued with the Consent Agenda items:

- Approval of the Minutes of the August 23, 2016, meeting.
- Acknowledgement receipt of the Landfill Supervisor's report for the month of August 2016.

Commissioner Meisner moved to approve the Consent Agenda for Tuesday, September 6, 2016 Board meeting. Commissioner Donaldson seconded and the motion carried 3-0.

Chairman Samber continued with New Business:

Commissioner Donaldson made a motion to participate in an agreement between the City of Sterling and Logan County for the donation of a used mobile home for use as an office structure at the Logan County Shooting Sports Complex and authorize the chairman to sign.

Commissioner Meisner seconded and the motion carried 3-0.

Commissioner Meisner moved to approve Resolution 2016-26 for providing the requested certifications for Logan County Treasurer's account at Eastern Colorado Bank and authorize the chairman to sign. Commissioner Donaldson seconded and the motion carried 3-0.

Commissioner Donaldson made a motion to renew an agreement between Logan County and Banner Health for the provision of medical supplies for Logan County Ambulance Service and authorize the chairman to sign. Commissioner Meisner seconded and the motion carried 3-0.

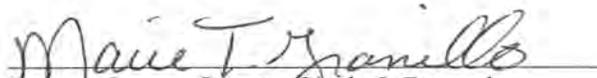
authorize the chairman to sign. Commissioner Meisner seconded and the motion carried 3-0.

The Board moved on to Miscellaneous Business/Announcements:

The next regular business meeting is scheduled for Tuesday, September 13, 2016 at 9:00 a.m. in the hearing chambers at the Logan County Courthouse.

There being no further business to come before the Board the meeting was adjourned at 9:07 a.m.

Submitted by:


Deputy Logan County Clerk & Recorder

Approved: September 13, 2016

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

seal)

By: _____
Rocky L. Samber, Chairman

Attest:

Logan County Clerk & Recorder

**LOGAN COUNTY TREASURER'S MONTHLY REPORT
REPORT OF COUNTY FUNDS ONLY
AUGUST 2016**

COUNTY FUNDS	7/31/16 BALANCE	PROPERTY TAXES	SPECIFIC OWNERSHIP	MISC COLLECTIONS	TRANSFERS IN (OUT)	WARRANTS	TREAS FEES	8/31/16 BALANCE
010 COUNTY GENERAL	\$ 7,960,261.91	\$ 44,664.88	\$ 57,574.93	\$ 199,464.40	\$ -	\$ (759,941.23)	\$ (2,289.10)	\$ 7,499,735.79
020 ROAD & BRIDGE	\$ 3,552,156.30	\$ 2,702.56	\$ 4,109.59	\$ 402,822.46	\$ -	\$ (378,772.23)	\$ (4,624.21)	\$ 3,578,394.47
050 CAPITAL EXPENDITURES	\$ 814,438.37	\$ 4,244.08	\$ 5,479.51	\$ 7,293.59	\$ -	\$ (40,026.90)	\$ (84.88)	\$ 791,343.77
060 JUSTICE CENTER	\$ 2,758,360.33	\$ -	\$ -	\$ 141,087.21	\$ -	\$ -	\$ (2,791.60)	\$ 2,896,655.94
070 TELEVISION FUND	\$ 64,013.61	\$ 371.08	\$ 479.53	\$ -	\$ -	\$ (2,550.78)	\$ (7.43)	\$ 62,306.01
080 PEST CONTROL	\$ 177,258.29	\$ 1,400.10	\$ 1,074.56	\$ 1,981.04	\$ -	\$ (9,726.72)	\$ (28.00)	\$ 171,959.27
100 LODGING TAX	\$ 199,589.07	\$ -	\$ -	\$ 13,705.25	\$ -	\$ (16,341.86)	\$ -	\$ 196,952.46
110 SOLID WASTE	\$ 793,474.34	\$ 0.18	\$ -	\$ 27,164.31	\$ -	\$ (24,722.55)	\$ -	\$ 795,916.28
111 SOL WST CLOSURE	\$ 356,855.38	\$ -	\$ -	\$ 1,459.01	\$ -	\$ -	\$ -	\$ 358,314.39
120 CONSERVATION TRUST	\$ 43,360.59	\$ -	\$ -	\$ 3.69	\$ -	\$ (5,751.58)	\$ -	\$ 37,612.70
300 CONTINGENT	\$ 526,027.55	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 526,027.55
444 CLERK DIGITAL CONV.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
600 AMBULANCE FUND	\$ 304,688.17	\$ -	\$ -	\$ 71,327.32	\$ -	\$ (82,041.22)	\$ -	\$ 293,974.27
% TAX COLLECTED TO DATE								98.23%
TOTALS	\$ 17,550,483.91	\$ 53,382.88	\$ 68,718.12	\$ 866,308.28	\$ -	\$ (1,319,875.07)	\$ (9,825.22)	\$ 17,209,192.90

STATE OF COLORADO)

: ss.

COUNTY OF LOGAN)

I hereby certify that the Logan County Treasurer's Office collected property taxes totaling \$185,900.46 for the month of AUGUST, 2016 which amount includes taxes for the County and all taxing authorities within the Treasurer's jurisdiction. The total Treasurer's Fees collected on all of said taxes for the month of AUGUST 2016 is \$13,728.30 which includes fees for the County and all taxing authorities.

Patricia Bartlett

Patricia Bartlett, Logan County Treasurer

Subscribed and sworn to before me this 6th day of SEPTEMBER 2016, by Patricia Bartlett, Logan County Treasurer

Witness my hand and official seal.

My Commission expires: 09/23/17

Janet McLaughlin

Notary Public



COMPARISON CLERK FEES COLLECTED FOR AUGUST 2016

RECORDING FEES RETAINED

	<u>2015</u>	<u>2016</u>	↑	↓
Real Estate Recording	7,186.00	8,200.00		
Surcharges	317.00	397.00		
Documentary Fees	504.75 (46)	809.43 (57)		
Torrens Title Recording (1/2 to General Fund)	60.00 (02)	60.00 (00)		
Marriage/Civil License	154.00 (22)	147.00 (21)		
Copies/Faxes	423.25	755.50		
Misc. Recording	3,102.10	2,885.75		
Misc. Election	0.00	0.00		
Short Check Fees	0.00	40.00		
Total	\$11,747.10	\$13,294.68		\$1,547.58

RECORDING FEES TO STATE

Marriage/Civil License CO	440.00	420.00
Marriage/Civil License VR	66.00	63.00
TOTAL TO STATE	\$506.00	\$483.00

MOTOR VEHICLE FEES RETAINED

State Sales Tax Vendor Fee	1,129.23	1,053.46	
City Sales Tax Vendor Fee	1,265.60	1,724.44	
Summary Title Apps	2,727.00	3,238.50	
Other Fees	6,277.91	5,095.81	
No Insurance Ticket Fees	525.50	1,051.50	
Total County Registration Fees	10,031.90	10,091.80	
County Special Purpose Fund (General Fund)	1,335.00	1,418.00	
Police Training Vendor Fee (General Fund)	99.13	104.05	
Registration Fees (\$1.50/\$2.50)	8,483.00	8,789.00	
County MV Late Reg Fees	2,000.00	2,550.00	
Ownership Tax Collected	130,481.57	147,407.20	
Ownership Tax collected by Dept of Rev (Class A)	53,635.48	48,664.54	
Ownership Tax collected by Dept of Rev (Class F)	1,894.54	4,539.25	
County Sales Tax	26,607.86	32,383.36	
Total	\$246,493.72	\$268,110.91	\$21,617.19

MOTOR VEHICLE FEES TO STATE

Sales Tax – State of Colorado	32,782.09	30,581.82	
Registration Remittance Fees	181,964.10	191,874.38	
Title Remittance Fees	2,020.60	2,419.30	
Sales Tax – RTA	820.61	1,104.31	
Total	\$217,587.40	\$225,979.81	State \$8,392.41

MOTOR VEHICLE FEES TO CITY

Sales Tax – City of Sterling	\$24,046.10	32,764.22
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FEES RETAINED THIS MONTH \$313,770.84

\$281,405.59 **\$32,365.25**

Month

FEES RETAINED YEAR TO DATE \$2,618,302.86

\$2,152,916.76 **\$465,386.10**

YTD



Republican River Water Conservation District

Water Activity Enterprise

410 Main Street, Ste 8, Wray, Colorado 80758

Phone 970-332-3552 Fax 970-332-3553

August 12, 2016

To: Logan County Commissioners
300 Main Street
Sterling, Colorado 80751

This notice is to remind you that the term of office for the appointee from Logan County to the Board of Directors of the Republican River Water Conservation District (RRWCD) will expire on October 13, 2016. The term of office for the new appointee shall be for three years and will expire on the date of the regular quarterly meeting to be held the second Thursday in October of 2019. Appointees for this position may serve for one or more terms. Term limits do not apply to this position.

The Board of Directors of the RRWCD appreciates and thanks Mr. Greg Larson for the excellent job that he has done in representing your county in this position since his appointment. He has been a very positive and productive board member in his actions on the Board.

Please fill out the enclosed form to notify the RRWCD of the name of the appointee you have chosen for this upcoming term, and mail it to RRWCD, 410 Main Street - Suite 8, Wray, CO 80758 or email it to dawn.webster@rrwcd.com.

Respectfully,

Deb Daniel
General Manager

DD/dw

Enclosure

APPOINTMENT

TO

THE REPUBLICAN RIVER WATER CONSERVATION DISTRICT
BOARD OF DIRECTORS

The Board of County Commissioners of Logan County appoints the following person to serve on the Board of Directors of the Republican River Water Conservation District for a three year term that will expire on the date of the regular quarterly meeting to be held the second Thursday in October of 2019.

Name: _____

Address: _____

City/St/Zip: _____

Phone: _____

FAX: _____

e-mail: _____

Signature

Date

HARDWARE, SOFTWARE AND/OR INITIAL PEOPLEWARE AGREEMENT

THIS AGREEMENT is made and entered into as of September 7, 2016, by and between

Computer Information Concepts, Inc.
2843 31st Avenue
Greeley, Colorado 80631

a Colorado Corporation, hereinafter individually referred to as "CIC" and

Logan County
315 Main Street
Sterling, Colorado 80751

hereinafter referred to as "Customer".

WITNESSETH:

WHEREAS, CIC has determined to provide Hardware, Software, and/or Initial Peopleware further described in Exhibit A, attached hereto and by this reference made a part hereof, all in accordance with the schedule shown on Exhibit B, also attached hereto and by this reference made a part hereof; and

WHEREAS, Customer desires to purchase said Hardware, Software and/or Initial Peopleware from CIC and agrees to pay CIC the amounts shown, on or before the dates indicated, all as further described on Exhibit B;

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

Delivery - Although CIC may assist Customer in purchasing products/services from vendors not represented in this Agreement, in addition to coordinating the timely delivery and installation of all of the products, CIC shall not be liable for any damages, penalty for delay in delivery or for failure to give notice of delay when such delay is due to acts of God, delay in transportation, delay in delivery by CIC's vendors or any other causes beyond the reasonable control of CIC.

Access - Subject to statutory limitations or Customer determined limitations, Customer agrees to permit CIC's employees, for purposes of performing CIC's obligations under this Agreement, access to the Customer's hardware, software and/or related data, and shall provide access to a telephone available for use by CIC's employees when present at Customer's location. Customer further agrees to make its employees available to CIC at Customer's location to facilitate implementation of the Hardware, Software and/or Initial Peopleware and/or Products/Services and understands CIC may extend the schedule on Exhibit B, by a period of time equal to any time lost because of Customer's failure to provide such access, excepting Customer may not delay payments due CIC, unless CIC also agrees to such delay.

Non-Disclosure - CIC and Customer acknowledge confidential information considered proprietary by one of the parties may be furnished by it to the other party from time to time in the performance of this Agreement. CIC and Customer agree to not discuss, reveal or provide such confidential information except to the extent disclosure is required by law or by an order of a court of competent jurisdiction.

The parties further agree the proprietary nature of CIC's PEOPLEWARE procedures and related documentation is of substantial importance and it shall be Customer's obligation to protect said PEOPLEWARE procedures and related documentation from unauthorized disclosure or use.

Additional Expenses - All miscellaneous expenses incurred by CIC, i.e., travel, mileage, lodging and meals will be considered additional and will be invoiced at cost and paid monthly to CIC by Customer upon receipt of invoice, unless otherwise stated herein.

Financial Liability - Each party shall be solely responsible for any liability arising from injury to any person or damage to any property resulting from the negligence of that party's employees while either on the other party's premises or traveling to or from the other party's premise. Each party, at its expense, will defend any claim or legal proceeding which is brought against the other party but which is based upon the action of the responsible party, and the responsible party will likewise pay any judgment or settlement so awarded or agreed to; provided the other party gives prompt notice of such claim or legal proceeding and cooperates in such defense.

CIC will also defend and indemnify Customer against any claim or legal proceedings with regard to CIC's proprietary rights to provide the Hardware, Software and/or Initial Peopleware and Products/Services included in this Agreement.

Ownership - Customer shall have title, interest and right to use all Hardware, Software and/or Initial Peopleware and Products/Services provided in this Agreement subject to CIC's and CIC's respective vendor license agreements, which CIC shall provide and Customer agrees to sign.

Maintenance - Although CIC will provide recommendations regarding Hardware, Software and/or Peopleware maintenance options, actual agreement execution and resultant costs, remain Customer's responsibility. As a part of this Agreement but at an additional cost unless specifically included herein, CIC agrees to offer, under separate cover, an Annual Peopleware Agreement which provides Customer with centralized access to technical support and training assistance relating to Customer's hardware, operating and application software, communication networks and/or other areas of Customer's computer installation and with additional products/services Customer may request to maintain or further enhance Customer's automation, in the future.

Warranty and Limitation of Remedy - CIC warrants the Hardware and the Software provided hereunder will perform according to the respective vendor's published specifications, and that any and all such warranties provided by the manufacturers or original vendors shall be passed on and inure to the benefit of the Customer. CIC further warrants the Initial Peopleware and Services provided under this Agreement will not prevent the Hardware and Software from operating and providing the functionality previously available to Customer. The warranty stated herein shall survive during the entire term of this Agreement.

The aforesaid warranty and CIC's obligation and liabilities thereunder are in lieu of, and Customer hereby waives, all other guarantees and warranties and all obligations and liabilities thereunder, expressed or implied arising by law or otherwise, including without limitation any implied warranty of fitness for a particular purpose or of merchantability, and all obligations and liabilities with respect to loss of use, indirect and consequential damages including but not limited to loss of profits or revenue, loss of use of equipment, costs of substitute equipment, or other down-time costs. Customer agrees CIC's maximum liability will be limited to the amount CIC received from Customer for Initial Peopleware and Services provided under this Agreement.

Non-Employment - Independent of any other obligation under this Agreement, CUSTOMER and CIC agree to not intentionally, whether directly or indirectly, whether as an individual for its own account, for or with any other person, firm, corporation, partnership, joint venture, association, organization, or other entity whatsoever, interview or attempt to employ, contract with or otherwise obtain the services of a current or former employee of the other party without such party's approval, for a period of one (1) year after completion of this Agreement. The interviewing company agrees to inform the employee that notification must be made to their current (or past) employer prior to any offer being extended to the individual. This provision is not intended to restrict the civil rights or liberties of any private individual, but to curtail counterproductive human resource depletion of one (1) party for the advantages of the other party while both parties have rights and obligations under this Agreement.

Execution/Term - This Agreement is in full force and effect as of the date of execution and shall continue through the date of the Final Review of Hardware, Software and/or Initial Peopleware plus Final Payment referenced on Exhibit B.

Non-Appropriation of Funds - In the event Customer funds are not budgeted and appropriated in any fiscal year for payments due under this Agreement for the then current or succeeding fiscal year, this Agreement shall impose no obligation on the Customer as to such current or succeeding fiscal year and shall become null and void except as to the payments herein agreed upon for which funds shall have been appropriated and budgeted, and no right of action or damage shall accrue to the benefit of CIC, its successors or assigns, for any further payments.

If the aforementioned Non-Appropriation of Funds provision is utilized, Customer agrees to immediately notify CIC, its successors or assigns and to peaceably surrender possession of the Hardware, Software and/or Initial Peopleware provided under this Agreement to CIC, its successors or assigns. Customer also agrees to not purchase, lease or rent any other Hardware, Software and/or Initial Peopleware capable of performing similar Customer functions for a period of ninety (90) days from the date Customer surrenders said Hardware, Software and/or Initial Peopleware to CIC, its successors or assigns.

Governing Law - This Agreement constitutes the entire Agreement between the parties, and shall be construed in accordance with the laws of the State of Colorado.

Waiver - The waiver of one breach or default hereunder shall not constitute the waiver of any subsequent breach or default.

Assignment – This Agreement shall be binding upon and shall inure solely to the benefit of the parties hereto and their respective successors in interest and not for the benefit of any other person or legal entity.

Although CIC may assign data translation, installation, training, enhancement development and support to its vendors, distributors and/or subcontractors, CIC shall at all times be responsible for their performance.

Entire Agreement - The Agreement and the attachments hereto represent the entire agreement between the parties and supersedes all existing contracts and/or agreements previously executed between said parties, with respect to the subject matter hereof. This Agreement, and each provision and Exhibit hereof, may be modified only in writing duly executed by both parties. In the event Customer issues a purchase order or other instrument covering the Hardware, Software and/or Initial Peopleware and/or Products/Services herein specified, it is understood and agreed that such purchase order or other instrument is for the Customer's internal use and purpose only and shall in no way affect any of the terms and conditions of this Agreement.

Status - CIC shall be considered an independent contractor, and this Agreement does not constitute or imply that CIC is or will be an employee of Customer.

Insurance - During the term of this Agreement, CIC shall carry and maintain Workmen's Compensation and Employer's Liability Insurance covering its employees in accordance with statutory requirements applicable to the performance of its business.

Subject Headings - The subject headings of the paragraphs of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of its provision.

Severability - In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the remaining provisions of this Agreement shall continue to remain in effect.

Notices - The notices to be given under this Agreement shall be made in writing and shall be sufficient if delivered personally or mailed by First Class United States Mail, postage prepaid, to the other party at the address previously indicated.

The parties hereto have executed this Agreement the day and year first above written.

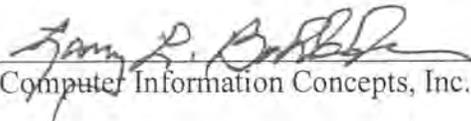
By:  By: _____
Computer Information Concepts, Inc. Logan County, Colorado

EXHIBIT A

Hardware, Software and/or Initial Peopleware Agreement by and between **Computer Information Concepts, Inc.** and **Logan County, Colorado**, dated **September 7, 2016**.

<u>Description</u>	<u>Qty</u>	<u>Discounted</u>
<u>Software / Transition</u>		
Payroll – Option (Personnel)		
Software	1	\$4,550.00
Data Translation - 100% Remote (11 Hours)	1	1,155.00
Installation / Training - 35% Remote (18 Hours)	1	2,420.00
Enhancements	1	595.00
Support	1	2,285.00
	TOTAL	<hr/> \$11,005.00

EXHIBIT B

Hardware, Software and/or Initial Peopleware Agreement by and between **Computer Information Concepts, Inc.** and **Logan County, Colorado**, dated **September 7, 2016**.

\$550.25	September 14, 2016	1) Contract Signed 2) Software Ordered 3) Initial Payment
	October 7, 2016	1) Payroll – Option (Personnel) Data Translation and Installation / Training Completed
	November 1, 2016	1) Annual Peopleware Agreement 2) Final Review of Hardware, Software, and/or Initial Peopleware
3,484.92	September 14, 2017	1) Second Payment
3,484.92	September 14, 2018	1) Third Payment
3,484.91	September 14, 2019	1) Final Payment

\$11,005.00 TOTAL (Payable to CIC)

Interest Rate – 0.00%, Term – 4 Years, Total Term Interest \$0.00

This eleven thousand five dollars and zero cents (\$11,005.00) balance due will be paid in one (1) initial payment of five hundred fifty dollars and twenty-five cents (\$550.25) due on September 14, 2016, two annual payments of three thousand four hundred eighty-four dollars and ninety-two cents (\$3,484.92) due on September 14, 2017, September 14, 2018, and one final payment of three thousand four hundred eighty-four dollars and ninety-one cents (\$3,484.91) due on September 14, 2019.

Privilege of paying the remaining principal at any time without penalty is granted to and reserved by the Customer.

CIC will test and assure Customer the Hardware and Software is performing according to vendor(s) published specifications before Customer completes final review and releases final payment.

CIC SOFTWARE LICENSE AGREEMENT

This AGREEMENT is dated for reference purposes this 7th day of September by and between Computer Information Concepts, Inc., a Colorado Corporation, (hereinafter referred to as "CIC") and Logan County, Colorado, (hereinafter referred to as "Customer").

WITNESSETH:

WHEREAS, CIC has developed certain computer software products described below;
and

WHEREAS, CIC and Customer desire to enter into an Agreement wherein CIC will license the computer software products to Customer upon the terms and conditions set forth in this Agreement.

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

1. SOFTWARE. CIC hereby licenses to Customer the use of the following property (collectively, "Software"): (i) the computer software products described in Exhibit A; (ii) the machine readable code; (iii) related documentation, information and derivative works; (iv) revised and corrected versions ("Updates"); (v) enhanced and improved versions of such programs and documentation which become available hereunder ("Enhancements"); and (vi) all copies of the foregoing, which are permitted by this Agreement.
2. OWNERSHIP. Customer acknowledges that the Software and all copyright, trade secrets and other right, title and interest therein, are the sole property of CIC and that Customer shall gain no right, title or interest in the Software by virtue of this Agreement other than the nonexclusive right of use granted herein.
3. LICENSE OF SOFTWARE. In consideration of Customer's payment of a Software License Fee, CIC grants to Customer a perpetual, personal, non-transferable and nonexclusive right and license to use the Software. Customer represents, warrants and agrees that the Software will be used only as provided in this Agreement and only for the benefit of Customer.
4. MAINTENANCE / SUPPORT. CIC shall provide to Customer such Updates and Enhancements, if any, as are generally released by CIC to all customers from time to time.

5. PROPRIETARY DATA / CONFIDENTIALITY. Customer acknowledges that the information contained in the Software is confidential and contains trade secrets and proprietary data belonging to CIC. Customer shall implement all reasonable measures necessary to safeguard CIC's ownership of, and the confidentiality of, the Software, including without limitation: (i) not to allow any person access to the Software other than its employees, agents and consultants who require such access for the performances of their ordinary services to Customer, and then only to the extent necessary to permit the performance of such services and to require, as a condition to such access, that such persons comply with the provisions of this Section 5; (ii) to cooperate with CIC in the enforcement of such compliance by Customer's employees, agents and consultants; (iii) not to permit the removal or alteration of any copyright or confidentiality labels or notices contained in the Software; (iv) not to modify, translate, disassemble, decompile or reverse engineer the Software; and (v) not to duplicate or reproduce the Software, except that Customer may make one archival copy and, if necessary, one copy to run temporarily on a replacement computer for backup in an emergency, and then in either case only if all copyright and confidentiality notices are included in the copy. Customer acknowledges that use or disclosure of the Software in violation of this Agreement may cause irreparable harm to CIC.

6. WARRANTY AND LIMITATION OF REMEDY. CIC warrants to Customer that the Software was independently developed by it or duly licensed from third parties and shall neither infringe upon nor violate any patents, copyrights, trade secrets or other proprietary rights of any other party. CIC's sole obligation in respect of a breach of the foregoing warranty shall be to modify or replace, where reasonably possible, the Software so as to eliminate the infringement. Customer shall give CIC prompt written notice of any claims under the foregoing warranty.

The foregoing warranty shall not apply to the extent that any alleged infringement derives from: (1) a combination of the Software with any program, equipment or device not supplied or recommended by CIC; (2) Customer's failure to install promptly any Updates or Enhancements provided by CIC under this Agreement. CIC's liability shall not exceed the Software license fees received by CIC from Customer.

7. TERMINATION. If either party fails to perform its obligations as set out in this Agreement, this Agreement may be terminated upon written notice to the defaulting party. Customer shall upon receipt of such termination notice immediately: (i) purge all Software from all computer systems, storage media and other files; (ii) return to CIC all copies (including partial copies) of the Software; and (iii) certify to CIC in writing that it has complied with the foregoing obligations and has not provided total or partial copies of the Software to any third party. The expiration or termination of this Agreement for any reason shall not extinguish or diminish Customer's obligations hereunder to maintain the confidentiality of the Software, which obligation is continuing and shall survive termination of this Agreement.

8. ASSIGNMENT. This Agreement is personal to Customer and neither this Agreement nor any of the Customer's rights or duties hereunder shall be assigned, sublicensed, sold or otherwise transferred by Customer, including to any successor-in-interest to Customer without CIC's prior written consent.

9. GOVERNING LAW. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado.

10. STATUS. The parties agree and understand that both parties shall perform their obligations hereunder as independent contractors, and nothing contained herein shall imply an employer - employee relationship, a joint venture, partnership, or other association between CIC and Customer.

11. ENTIRE AGREEMENT/MODIFICATION. This Agreement constitutes the entire Agreement between the parties and any and all prior Software License Agreements for earlier versions of the same Computer Software Products between the parties hereto with respect to the subject matter of this Agreement are hereby canceled and terminated. No variation or modification of this Agreement, and no waiver of any of the Agreement's provisions or conditions, shall be binding unless made in writing and signed by duly authorized personnel of CIC and Customer.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

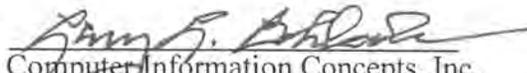
By:  By: _____
Computer Information Concepts, Inc. Logan County, Colorado

EXHIBIT A

Computer Software Products

Payroll – Option (Personnel)

ANNUAL PEOPLEWARE AGREEMENT

THIS AGREEMENT is made and entered into as of November 1, 2016, by and between

Computer Information Concepts, Inc.
2843 31st Avenue
Greeley, Colorado 80631

a Colorado Corporation, hereinafter referred to as "CIC" and

Logan County
315 Main Street
Sterling, Colorado 80751

hereinafter referred to as "Customer".

WITNESSETH:

WHEREAS, CIC has determined to provide Customer access to support, enhancements and training for Customer's computer hardware, operating and application systems, communication networks and/or other related areas of Customer's automation environment, hereinafter referred to as "Annual PEOPLEWARE" and additional products and/or services Customer may request in the future, to maintain or enhance Customer's automation environment, hereinafter referred to as "Products / Services"; and

WHEREAS, Customer has elected to purchase CIC's Annual PEOPLEWARE as evidenced on Exhibit A, attached hereto and by this reference made a part hereof, and in the future may purchase additional Products / Services, as will then be evidenced on Exhibit B(s), "*SAMPLE*" attached hereto and by this reference made a part hereof.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree that CIC will deliver Annual PEOPLEWARE to Customer, twenty-four (24) hours/day, seven (7) days/week.

ANNUAL PEOPLEWARE

A. Hardware

Maintenance - CIC will assist in problem determination and cooperate with Customer and Customer's maintenance personnel to maximize up time. Although CIC may recommend computer hardware maintenance options, actual agreement execution and resultant costs, remain Customer's responsibility.

Emergency Backup - CIC will provide personnel to assist Customer in locating backup computer hardware; coordinate the temporary relocation of Customer's operating / application systems / data and assist in Customer's emergency processing, at CIC's then current hourly rate.

B. Software

Operating Systems – CIC trained personnel will promptly respond / resolve all connectivity and communication questions, problems, etc. encountered in the use of your hardware, operating systems, local area and wide area networks, including hubs, routers, VPN devices, communication lines, etc. and will inform, recommend and assist you in ordering / pre-testing all future operating system releases, enhancements and/or program temporary fixes from CIC's vendors necessary to maintain your hardware at a level supportable by CIC.

Application Systems – CIC develops and maintains a working knowledge of not only the Application Systems, but more importantly, how each of our many features are currently used in your operation, permitting our PEOPLEWARE Team's active participation in recommending procedural changes necessary to increase utilization of our new features and enhancements as they become available. Following initial implementation, CIC will continue to inform, recommend and assist in ordering, providing and pre-testing all new Application System Releases, Enhancements and/or Program Temporary Fixes from CIC's vendors, as necessary, to maintain your software at a level supportable by CIC.

Future Releases / Enhancements / Program Temporary Fixes – CIC will inform, recommend and assist Customer in ordering / pre-testing all future operating or application system releases, enhancements and/or program temporary fixes from CIC and CIC's vendors necessary to maintain Customer at a level supportable by CIC. Actual acquisition and/or on-site installation / implementation costs for such future releases, enhancements and/or program temporary fixes remain Customer's responsibility unless specifically included on Exhibit A.

C. PEOPLEWARE

"INSTANT Response" – Customers utilizing our **"Internet Accessible" Annual PEOPLEWARE System (APS)** to log support calls by **"Task Code" - Twenty-Four (24) Hours/Day – Seven (7) Days/Week**, may enter their specific questions and/or concerns in their own words, attach all related screen / report images for further clarification, select priority / maximum response times of **IMMEDIATE**, 2, 4 or 8 working hours and receive automatic e-mail updates triggered by every support call action.

1. APS provides retrieval / displays CIC's resolution documentation for a date range within the same **"Task Code"** to our staff, providing immediate resolution for a high percentage of your support calls along with excellent cross training to prevent related calls in the future.

2. Our APS **"Quick Reference"** also provides Customers instant access to our most current Web Based Documentation for your specific **"Task Code"**, saving you valuable time normally spent looking for your current copy of CIC's manual or the applicable section, page and paragraph.

3. APS enables our Customers to confirm CIC's open support call status (Internet & Telephone), reassignment, escalation and projected resolution date / time plus provide an opportunity for our Customers to add additional information to their original open call(s) at any time.

4. When requested, APS displays a list of current **"PeopleWires"**, which describe CIC known problems / issues communicated to our Customers. If a CIC program temporary fix (PTF) is available, our FTP location and automatic downloading instructions will be provided. Otherwise, CIC's recommended **"temporary work around"** with instructions can be viewed and printed, along with our current estimated PTF availability.

5. Finally, using **APS**, Customers are provided the ability to access their Support Issues, along with all associated Actions and Resolutions, that have been closed within the past year by "Keyword", Date Range and/or Reference Number.

Toll Free Access – CIC will continue to provide Customer with toll free telephone access plus CIC's assistance in entering Customer's questions / concerns and requested maximum response time of 2, 4 or 8 working hours into CIC's Annual PEOPLEWARE System.

Support – In summary, CIC will provide the computer hardware, operating and application systems, communication networks and/or other related support necessary to assure Customer's optimum utilization of existing / future functionality regardless of Customer's employee turnover, reassignment and/or future operating or application system releases, enhancements and/or program temporary fixes, by telephone, "**DESKTOP Response**" and/or "**ON-DEMAND Response**" unless, dependent upon severity, expediency and other pertinent factors, CIC determines to travel to Customer's location.

Training - CIC will also provide the computer hardware, operating and application systems, communication networks and/or other related training necessary to assure Customer's optimum utilization of existing / future functionality regardless of Customer's employee turnover, reassignment and/or future operating or application system releases, enhancements and/or program temporary fixes, at CIC's then current telephone / "**DESKTOP Response**" / "**ON-DEMAND Response**" hourly rates or regional workshop / on-site daily rates.

Problem Identification / Vendor Communication - Customer assumes responsibility for identifying probable cause and providing additional information as required, to assist CIC and CIC's vendors in resolving Customer's questions / concerns. CIC assumes exclusive responsibility for communicating and coordinating with all vendors in resolving Customer's questions / concerns.

Products / Services - CIC will maintain the configuration, system / communication schematics, file utilization and staff knowledge necessary to assure the continuing compatibility of any Products / Services purchased from CIC with Customer's existing computer hardware, operating and application systems, communication networks and/or other related areas of Customer's automation environment.

Site Evaluation - CIC will periodically review and discuss Customer's satisfaction with the Annual PEOPLEWARE and Products / Services provided by CIC and CIC's vendors, the effectiveness of Customer's computer hardware, operating and application systems, communication networks and/or other related areas of Customer's automation environment and recommend additional Annual PEOPLEWARE and/or Products / Services for Customer's consideration.

GENERAL

Delivery - Although CIC may assist Customer in purchasing and coordinating the timely delivery and installation of Products / Services from CIC's vendors, CIC shall not be liable for any damages, penalty for delay in delivery and/or failure to give notice of delay when such delay is due to acts of God, delay in transportation, delay in delivery or any other causes beyond the reasonable control of CIC.

Access - Subject to statutory or Customer determined limitations, Customer agrees to permit CIC's employees access to Customer's computer hardware, operating and application systems, communication networks and/or other related areas of Customer's automation environment including access to Customer's Internet connection and a telephone, for purposes of performing CIC's obligations under this Agreement.

Customer further agrees to make its employees available to CIC at Customer's location to facilitate effective implementation / utilization of Annual PEOPLEWARE and/or Products / Services and understands that failure to do so can result in additional CIC effort / time, which may be billable to Customer.

Non-Disclosure - CIC and Customer acknowledge confidential information considered proprietary by one of the parties may be furnished by it to the other party from time to time in the performance of this Agreement. CIC and Customer agree to not discuss, reveal or provide such confidential information except to the extent disclosure is required by law or by an order of a court of competent jurisdiction.

The parties further agree the proprietary nature of CIC's Annual PEOPLEWARE procedures and related documentation are of substantial importance and it shall be Customer's obligation to protect said procedures and related documentation from unauthorized disclosure or use and to destroy all such confidential information upon the expiration or termination of this Agreement.

Additional Expenses – All miscellaneous expenses incurred by CIC, i.e., travel, mileage, lodging and meals are additional and will be invoiced at cost and paid monthly to CIC by Customer upon receipt of invoice, unless otherwise stated herein.

Financial Liability – Each party shall be solely responsible for any liability resulting from that party's negligence.

Ownership - Customer will defend and indemnify CIC against any claim or legal proceedings with regard to Customer's proprietary rights to use all computer hardware, operating and application systems, communication networks and/or other related areas of Customer's automation environment. CIC will defend and indemnify Customer against any claim or legal proceedings with regard to CIC's proprietary rights to provide the Annual PEOPLEWARE and Products / Services delivered in this Agreement subject to CIC's and CIC's respective vendor software license agreements, which CIC shall provide and Customer agrees to sign.

Warranty and Limitation of Remedy - CIC warrants the Products provided hereunder will perform according to the respective vendor's and CIC's published specifications, that any and all such warranties provided by the manufacturers or original vendors shall be passed on and inure to the benefit of the Customer. CIC further warrants the Annual PEOPLEWARE and Products / Services provided under this Agreement will not prevent the Customer's computer hardware, operating and application systems, communication networks and/or other related areas of Customer's automation environment from operating and providing the functionality previously available to Customer. The warranty stated herein shall survive during the entire term of this Agreement.

The aforesaid warranty and CIC's obligation and liabilities thereunder are in lieu of, and Customer hereby waives, all other guarantees and warranties and all obligations and liabilities thereunder, expressed or implied arising by law or otherwise, including without limitation any implied warranty of fitness for a particular purpose or of merchantability, and all obligations and liabilities with respect to loss of use, indirect and consequential damages including but not limited to loss of profits or revenue, loss of use of equipment, costs of substitute equipment, or other down-time costs.

Customer agrees CIC's maximum liability will be limited to the EXHIBIT A - ANNUAL PEOPLEWARE TOTAL CIC received in the most recent year, minus any funds owed or disbursed for support and enhancements.

Non-Employment - Independent of any other obligation under this Agreement, CUSTOMER and CIC agree to not intentionally, whether directly or indirectly, whether as an individual for its own account, for or with any other person, firm, corporation, partnership, joint venture, association, organization, or other entity whatsoever, interview or attempt to employ, contract with or otherwise obtain the services of a current or former employee of the other party without such party's approval, for a period of one (1) year after completion of this Agreement. The interviewing company agrees to inform the employee that notification must be made to their current (or past) employer prior to any offer being extended to the individual. This provision is not intended to restrict the civil rights or liberties of any private individual, but to curtail counter productive human resource depletion of one (1) party for the advantages of the other party while both parties have rights and obligations under this Agreement.

Execution / Term - This Agreement is in full force and effect as of the date of execution, for one (1) year from the day and year first above written and shall be considered renewed annually by CIC's issuance of an invoice for this same EXHIBIT A - ANNUAL PEOPLEWARE TOTAL or in subsequent years, CIC's revised EXHIBIT A - ANNUAL PEOPLEWARE TOTAL and invoice paid by Customer, within thirty (30) days of each renewal date.

Notwithstanding the foregoing, Customer may terminate this Agreement for cause upon ninety (90) days written notice to CIC and the EXHIBIT A - ANNUAL PEOPLEWARE TOTAL received by CIC in the most recent year, minus any funds owed or disbursed for support and enhancements, prorated through the date of such termination, returned to Customer, providing CIC is given such ninety (90) days to resolve the issues at hand to Customer's satisfaction.

Either party may also terminate this Agreement in writing, at least ninety (90) days prior to each renewal date.

Governing Law - This Agreement constitutes the entire Agreement between the parties, and shall be construed in accordance with the laws of the State of Colorado.

Waiver - The waiver of one breach or default hereunder shall not constitute the waiver of any subsequent breach or default.

Assignment - This Agreement shall be binding upon and shall inure solely to the benefit of the parties hereto and their respective successors in interest and not for the benefit of any other person or legal entity.

Although CIC may assign data translation, installation, training, support and enhancement development to its vendors, distributors and/or subcontractors, CIC shall at all times be responsible for their performance.

Entire Agreement - The Agreement and the attachments hereto represent the entire agreement between the parties and shall supersede all existing contracts and/or agreements previously executed between said parties, with respect to the subject matter hereof. All parties have negotiated this Agreement at arms length, and no party shall be deemed as the drafter of the Agreement for purpose of interpreting any potential ambiguities in the Agreement and each provision and Exhibit hereof, may be modified only in writing duly executed by all parties. In the event Customer issues a purchase order or other instrument for the Annual PEOPLEWARE and/or Products / Services herein specified, it is understood and agreed that such purchase order or other instrument is for the Customer's internal use and purpose only and shall in no way affect any of the terms and conditions of this Agreement.

Status - CIC shall be considered an independent contractor, and this Agreement does not constitute or imply that CIC is or will be an employee of Customer.

Insurance - During the term of this Agreement, CIC shall carry and maintain Workmen's Compensation and Employer's Liability Insurance covering its employees in accordance with statutory requirements applicable to the performance of its business.

Subject Headings - The subject headings of the paragraphs of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of its provision.

Severability - In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such provision shall be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement shall continue to remain in effect.

Notices - The notices to be given under this Agreement shall be made in writing and shall be sufficient if delivered personally or mailed by First Class United States Mail, postage prepaid, to the other party at the address previously indicated.

The parties hereto have executed this Agreement the day and year first above written.



By: *Franz B. Ballada*
Computer Information Concepts, Inc.

By: _____
Logan County, Colorado

EXHIBIT A

Annual PEOPLEWARE Agreement by and between Computer Information Concepts, Inc. (CIC) and Logan County, Colorado dated November 1, 2016

ANNUAL PEOPLEWARE

<u>\$ 0.00</u>	Support – Operating Systems
\$.00	– Server Farm “Without an On-Site Full Time Network Technician”
\$.00	– Personal Computer / Server, Department and/or County File Server(s) “With an On-Site Full Time Network Technician”
\$ 750.00	– Department / County with Maximum of Six (6) Hardware Devices “Without an On-Site Full Time Network Technician”
\$ 1,500.00	– Personal Computer / Server or Department File Server “Without an On-Site Full Time Network Technician”
\$ 2,500.00	– County File Server(s) “Without an On-Site Full Time Network Technician”

CIC trained personnel will promptly respond by telephone, DESKTOP Response and/or ON-DEMAND Response to all connectivity and communication questions, problems, etc. encountered in the use of your hardware, operating systems, local area and wide area networks during operation of the following Application Systems and will inform, recommend and assist you in ordering / pre-testing all future operating system releases, enhancements and/or program temporary fixes from CIC's vendors necessary to maintain your hardware at a level supportable by CIC. On-Site operating system support and installation / configuration of new equipment is additional and will be invoiced in one (1) hour increments at CIC's then current travel & on-site hourly rates plus mileage, lodging and meals at cost and paid monthly to CIC by Customer upon receipt of invoice.

<u>2,285.00</u>	Support – Application Systems
	2,285.00 Payroll – Option (Personnel)
<u>595.00</u>	Enhancements – Application Systems
	595.00 Payroll – Option (Personnel)
<u>\$2,880.00</u>	ANNUAL PEOPLEWARE TOTAL

EXHIBIT B#

Annual PEOPLEWARE Agreement by and between Computer Information Concepts, Inc. (CIC) and Logan County, Colorado dated November 1, 2016

PRODUCTS / SERVICES TO BE PROVIDED:

Description	Qty	Retail	Discounted
TOTAL RETAIL PRICE		\$x,xxx.xx	
TOTAL EXHIBIT PRICE			\$x,xxx.xx

Miscellaneous Expenses, i.e.; travel, mileage, lodging, meals, etc., at cost, will be paid by Customer upon receipt of a separate CIC invoice.

SCHEDULED DELIVERY:

It is anticipated the Products / Services will be delivered / provided within thirty (30) days after CIC's receipt of this signed exhibit and your Check or Purchase Order.

ACCEPTANCE / PAYMENT TERMS:

To complete the ordering process, please:

1. Mail a signed copy of this Exhibit along with your Check for the Total Exhibit Price to 2843 31st Avenue, Greeley, Colorado 80631

OR

2. Fax a signed copy of this Exhibit along with your Purchase Order for the Total Exhibit Price to (970) 330-0839. Full Payment will then be due and payable upon delivery of the Products / Services.

Failure to execute within twenty (20) days will render this Exhibit null and void.

By: _____
Computer Information Concepts, Inc.

By: _____
Customer

Exhibit Date

Acceptance Date

**INTERGOVERNMENTAL AGREEMENT BETWEEN MORGAN, WASHINGTON,
LOGAN AND SEDGWICK COUNTIES REGARDING THE DISASTER RECOVERY
RESILIENCY PLANNING GRANT**

This Intergovernmental Agreement ("Agreement") is made and entered into this _____ day of _____, 2016, by and between the following counties: Morgan County ("Morgan"), Washington County ("Washington"), Logan County ("Logan") and Sedgwick County ("Sedgwick"), referred to herein collectively as (the "Counties").

WHEREAS, the Colorado Department of Local Affairs ("DOLA") has awarded a grant to Morgan for the development of a South Platte Master Plan ("Project") in order to guide the Counties toward prioritization and implementation of stream rehabilitation and restoration projects that protect life and property from flood hazards;

WHEREAS, in conjunction with the Project, Morgan previously submitted a grant application and agreed to act as a sponsor of the Disaster Recovery Resiliency Planning Grant in the amount of \$300,000.00 (the "Grant") from DOLA; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties and that the undertaking will benefit the public.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and obligations set forth herein and in consideration of Morgan's willingness to act as the sponsor of the Grant and to enable Grant funding of the Project, the Counties agree as follows:

1. Role of the Counties. Morgan will be responsible for executing the grant contract with DOLA, attached hereto as **Exhibit A** ("Grant Contract"). Morgan will also act as the fiscal agent for the Grant and assign a Responsible Administrator for Grant administration purposes.
2. Morgan Responsibilities.
 - a. Pursuant to the terms of the Grant Contract, the Morgan shall be the fiscal agent in administering the Grant Contract.
 - b. Morgan, as fiscal agent, agrees to accept and administer the Grant awarded under the Grant Contract, in the amount of Three Hundred Thousand Dollars (\$300,000.00).
 - c. A qualified professional consultant to assist with the Project shall be hired through a competitive selection process. Washington and Morgan shall participate in the selection of the consultant. Morgan shall enter into a Professional Services Agreement with the selected consultant. The form of such agreement shall be solely within Morgan's discretion.

- d. Morgan shall submit all reports and necessary documents to DOLA as required by the Grant Contract on behalf of the Counties.

3. Counties' Responsibilities.

- a. The Counties agree to work with the consultant to ensure that the consultant is supplied with all information and documentation needed by the consultant to complete the Statement of Project in Exhibit B to the Grant Contract. The Counties shall also provide access to the consultant to any County property as needed to complete the Statement of Project to the Grant Contract.
- b. The Counties agree to the use of Morgan's Professional Services Agreement in conjunction with engaging the consultant.
- c. Counties agree that they each shall designate a single individual to serve as a project representative, who shall have the responsibility to coordinate with Morgan and the consultant on project implementation. Counties shall promptly advise Morgan of any changes in a project representative.
- d. Counties agree to comply with all other terms, conditions or obligations pertaining to the ownership, development, construction and management of the Project under the Grant Contract.
- e. The Counties agree that they will at any time and from time to time, execute, acknowledge and deliver or will cause to be done, executed, acknowledged and delivered, all such further acts, documents and instruments, as may reasonably be required by Morgan in order for Morgan to effectuate and fully carry out its obligations in accordance with the terms of the Grant Contract.

4. Responsible Administrator. The Counties agree that Michelle Covelli, as employee of Morgan, shall be designated as the Responsible Administrator to carry out certain responsibilities under this Agreement and in the Grant Contract on behalf of Morgan and the other Counties.

5. Key Personnel. The Counties agree that Dave Donaldson, an employee of Logan, Chris Packer, an employee of Washington, and Michelle Covelli and Kristi Waite, both employees of Morgan, shall be designated as Key Personnel pursuant to the Grant Contract.

6. Financial Management.

- a. Morgan will adhere to the applicable financial management rules and policies of the Grant Contract and the State of Colorado throughout the term of the Project.
- b. The Counties understand and agree that, for purposes of the Grant, Morgan will not be disbursing grants funds to each of the Counties. Morgan shall be

responsible for paying costs and fees associated with the Grant from the Grant funds, including but not limited to, the selected consultant.

8. Term. Unless sooner terminated as provided herein, this Agreement shall remain in full force and effect until such time as DOLA finds the obligations under the Grant Contract, to have been satisfactorily fulfilled. Time is of the essence with respect to the conditions and obligations contained herein.
9. Contract Termination. If the Grant Contract is terminated for any reason, any county may terminate this Agreement and shall provide written notice of termination of this agreement to the other Counties. This Agreement may also be terminated at any time by mutual and written agreement of the Counties.
10. Conflicting Provisions. If any term or provision within this Agreement conflicts with any term or provision in the Grant Contract or imposes on Morgan differing and irreconcilable duties and/or obligations from those duties and/or obligations imposed on Morgan by the Grant Contract, then the term or provision in the Grant Contract shall take precedence over the term or provision within this Agreement.
11. No Third Party Beneficiaries. The Counties will be responsible for complying with the terms and conditions of the Grant Contract and for their own respective actions in providing services under this Agreement. This Agreement shall not be construed to create a duty as a matter of law or contract for the provision of any service or assistance, the parties recognizing an intention to exercise rights for mutual convenience which they may exercise independently, nor shall this Agreement be construed as creating a benefit or enforceable right for any person, third party or any entity other than the Counties. Except as otherwise specifically provided in this Agreement, this Agreement shall not be construed to create a duty as a matter of law or contract for any of the Counties to assume any liability for injury, property damage, or any other damage that may occur by any action or inaction, or service provided to the public or any person.
12. Amendments. Any and all amendments or changes to this Agreement must be mutually agreed upon by the Counties in writing, and upon execution, shall become part of this Agreement. To be effective, all changes must be signed by the Counties.
13. Entire Agreement. By entering into this Agreement, the Counties do not intend to create any obligations express or implied other than those set out herein. This Agreement constitutes the entire Agreement between the Counties, and all other representations or statements heretofore made, verbal or written, are merged herein. If any portion of this Agreement is found by a court of competent jurisdiction to be void and/or unenforceable, it is the intent of the parties that the remaining portions of this Agreement shall be of full force and effect.
14. Assignment. No County shall assign or otherwise transfer this Agreement or any right or obligation hereunder without the prior written consent of the other Counties.

15. Notices. Any notices required or provided under this Agreement shall be given in writing and either delivered by hand or deposited in the United States mail with sufficient postage to the following addresses:

Morgan:

Board of County Commissioners
P.O. Box 596
Fort Morgan, Colorado 80701

Washington:

Board of County Commissioners
150 Ash Avenue
Akron, Colorado 80720

Logan:

Board of County Commissioners
315 Main Street
Sterling, Colorado 80751

Sedgwick:

Board of County Commissioners
315 Cedar Street, Suite 220
Julesberg, Colorado 80737

16. Severability. To the extent that this Agreement may be executed and performance of the obligations of the Counties may be accomplished within the intent of the Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.
17. Appropriation. The Counties do not anticipate that this Agreement will require the appropriation of any funds to the extent any funds must be appropriated in order to carry out this Agreement. However, any appropriation of funds pursuant to this Agreement is subject to approval by the respective county and nonappropriation of funds may be grounds to terminate this Agreement.
18. Governing Law and Venue. The Counties shall comply with all applicable federal, state and local laws, ordinances, regulations and resolution. This Agreement shall be governed by the laws of the State of Colorado. Venue for any civil action relating to this Agreement shall be in Morgan County.
19. Signatory Authority. Each county signing this Agreement in a representative capacity, expressly represents the signatory has the authority to so sign and that the county will be bound by the signatory's execution of this Agreement. Each county expressly represents that except as to the approval specifically required by this Agreement; such county does not require any third party's consent to enter into this Agreement.

IN WITNESS WHEREOF, the Counties hereto have executed this Agreement the day and year first above written.

MORGAN:

By: _____
Laura Teague, Chair of Morgan County
Board of County Commissioners

ATTEST:

Susan Bailey, County Clerk

LOGAN:

By: _____
Randy Samber, Chair of Logan County
Board of County Commissioners

ATTEST:

Pamela M. Bacon, County Clerk

WASHINGTON:

By: _____
David Foy, Chair of Washington County
Board of County Commissioners

ATTEST:

Garland M. Wahl, County Clerk

SEDGWICK:

By: _____
Mark Turner, Chair of Sedgwick County
Board of County Commissioners

ATTEST:

Christy M. Beckman, County Clerk

**COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER
RECOVERY (CDBG-DR)
RESILIENCY PLANNING GRANT AGREEMENT**

Between

**STATE OF COLORADO
DEPARTMENT OF LOCAL AFFAIRS**

And

MORGAN COUNTY

Summary

Award Amount: \$300,000.00

Agreement Identification:

Contract Encumbrance #: F7DR2P16042 *(DOLA's primary contract identification #)*
Contract Management System #: 91869 *(State of Colorado's contract tracking #)*

Project Information:

Project/Award Number: CDBG-DR P16-042
Project Name: Morgan County - South Platte Master Plan
Performance Period: Start Date: _____ End Date: 12/31/2017
Brief Description of Project / Assistance: The South Platte River Master Plan will guide Morgan, Washington, Logan and Sedgwick counties towards prioritization and implementation of stream rehabilitation and restoration projects that protect life and property from flood hazards. The ultimate result of this master planning effort and subsequent project implementation is increased resiliency in each community, in the local economies, and in the South Platte river system through these four counties.

Program & Funding Information:

Program Name: Community Development Block Grant Disaster Recovery (CDBG-DR)
Funding source: Federal Funds
Catalog of Federal Domestic Assistance (CFDA) Number (if federal funds): 14.269

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1. PARTIES

This Agreement (hereinafter called “Grant”) is entered into by and between the Morgan County (hereinafter called “Grantee”), and the STATE OF COLORADO acting by and through the Department of Local Affairs for the benefit of the Division of Local Government (hereinafter called the “State” or “DOLA”).

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY.

This Grant shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the “Effective Date”). The State shall not be liable to pay or reimburse Grantee for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to (see checked option(s) below):

- A. The Effective Date.
- B. The Effective Date; provided, however, that all Project costs, if specifically authorized by the federal funding authority, incurred on or after March 1, 20XX, may be submitted for reimbursement as if incurred after the Effective Date.
- C. insert date for authorized Pre-agreement Costs (as such term is defined in §4), if specifically authorized by the funding authority. Such costs may be submitted for reimbursement as if incurred after the Effective Date.

3. RECITALS

A. Authority, Appropriation, and Approval

Authority to enter into this Grant exists in CRS §24-32-106 and funds have been budgeted, appropriated and otherwise made available pursuant to the Disaster Relief Appropriations Act of 2013 (Pub. L. 113-2) and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. Consideration

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Grant.

C. Purpose

The purpose of this Grant is described in **Exhibit B**.

D. References

All references in this Grant 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.

4. DEFINITIONS

The following terms as used herein shall be construed and interpreted as follows:

A. Beneficiary

“Beneficiary” shall have the meaning given in **Exhibit B**.

B. Budget

“Budget” means the budget for the Project and/or Work described in **Exhibit B**.

C. Closeout Certification

“Closeout Certification” means the Grantee’s certification of completion of Work submitted on a form provided by the State.

D. Evaluation

“Evaluation” means the process of examining Grantee’s Work and rating it based on criteria established in **§6, Exhibit B** and Project Performance Plan.

E. Exhibits and other Attachments

The following are attached hereto and incorporated by reference herein:

- i. Exhibit A (Applicable Laws)
- ii. Exhibit B (Statement of Project/Budget)
- iii. Exhibit C (Option Letter)
- iv. Exhibit D (Supplemental Provisions for Federal Funding Accountability and Transparency Act of 2006 (FFATA))
- v. Exhibit E (FFATA Data Report Form)
- vi. Exhibit F (Procedure to Prevent Duplication of Benefits)
- vii. Exhibit G (Project Performance Plan)

F. Goods

“Goods” means tangible material acquired, produced, or delivered by Grantee either separately or in conjunction with the Services Grantee renders hereunder.

G. Grant

“Grant” means this agreement, its terms and conditions, attached exhibits, documents incorporated by reference pursuant to the terms of this grant, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

H. Grant Funds

“Grant Funds” means available funds payable by the State to Grantee pursuant to this Grant.

I. Party or Parties

“Party” means the State or Grantee and “Parties” means both the State and Grantee.

J. Pay Request(s)

“Pay Request(s)” means the Grantee’s payment request(s) for Work submitted on form(s) provided by the State and including all supporting documentation (including invoices) and as specified in **Exhibit B**.

K. Pre-agreement costs

“Pre-agreement costs,” when applicable, means the costs incurred on or after the date as specified in §2 above, and prior to the Effective Date of this Grant. Such costs shall have been detailed in Grantee’s grant application and specifically authorized by the State and incorporated herein pursuant to **Exhibit B**.

L. Project

“Project” means the project described in **Exhibit B**, which includes the Work.

M. Project Closeout

“Project Closeout” means the submission by the Grantee to the State of an actual final Pay Request, a final Status Report and a Closeout Certification.

N. Project Performance Plan

“Project Performance Plan” means the milestones, performance goals and timelines for the Project identified in the project performance plan which is attached to this Grant.

O. Program

“Program” means the grant program specified on the first page of this Grant that provides the funding for this Grant.

P. Review

“Review” means examining Grantee’s Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in §6, **Exhibit B** and Project Performance Plan.

Q. Services

“Services” means the required services to be performed by Grantee pursuant to this Grant.

R. Status Report(s)

“Status Report(s)” means the Grantee’s status report(s) on the Work submitted on form(s) provided by the State.

S. Subcontractor

“Subcontractor” means third-parties, if any, engaged by Grantee to carry out specific vendor related Services and Goods.

T. Subgrantee

“Subgrantee” means third-parties, if any, engaged by Grantee to aid in performance of its obligations. Subgrantee is bound by the same overall programmatic and grant requirements as Grantee.

U. Subject Property

“Subject Property” means the real property, if any, for which Grant Funds are used to construct, or rehabilitate.

V. Work

“Work” means the tasks and activities Grantee is required to perform to fulfill its obligations under this Grant and **Exhibit B**, including the performance of the Services and delivery of the Goods.

W. Work Product

“Work Product” means the tangible or intangible results of Grantee’s Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

5. TERM**A. Initial Term-Work Commencement**

The Parties’ respective performances under this Grant shall commence on the Effective Date. This Grant shall terminate on **December 31, 2017** unless sooner terminated or further extended as specified elsewhere herein.

B. Two Month Extension

The State, at its sole discretion upon written notice to Grantee as provided in §16, may unilaterally extend the term of this Grant for a period not to exceed two months if the Parties are negotiating a replacement

Grant (and not merely seeking a term extension) at or near the end of any initial term or any extension thereof. The provisions of this Grant in effect when such notice is given, including, but not limited to prices, rates, and delivery requirements, shall remain in effect during the two month extension. The two-month extension shall immediately terminate when and if a replacement Grant is approved and signed by the Colorado State Controller.

6. STATEMENT OF PROJECT

A. Completion

Grantee shall complete the Work and its other obligations as described herein and in **Exhibit B**. Except as specified in §2 above, the State shall not be liable to compensate Grantee for any Work performed prior to the Effective Date or after the termination of this Grant.

B. Goods and Services

Grantee shall procure Goods and Services necessary to complete the Work. Such procurement shall be accomplished using the Grant Funds and shall not increase the maximum amount payable hereunder by the State.

C. Employees

All persons employed by Grantee or Subgrantees shall be considered Grantee's or Subgrantees' employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Grant.

7. PAYMENTS TO GRANTEE

The State shall, in accordance with the provisions of this §7, pay Grantee in the following amounts and using the methods set forth below:

A. Maximum Amount

The maximum amount payable under this Grant to Grantee by the State is **\$300,000.00 (THREE HUNDRED THOUSAND AND XX/100 DOLLARS)**, as determined by the State from available funds. Grantee agrees to provide any additional funds required for the successful completion of the Work. Payments to Grantee are limited to the unpaid obligated balance of the Grant as set forth in Statement of Project/Budget.

B. Payment

i. Payments

Any payment allowed under this Grant shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant or such Exhibit. Grantee shall initiate any payment requests by submitting invoices to the State in the form and manner set forth and approved by the State.

ii. Interest

The State shall not pay interest on Grantee invoices. The State shall fully pay each invoice within 45 days of receipt thereof if the amount invoiced represents performance by Grantee previously accepted by the State.

iii. Available Funds-Contingency-Termination

The State is prohibited by law from making fiscal commitments beyond the term of the State's current fiscal year. Therefore, Grantee's compensation is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions, set forth below. If federal funds are used with this Grant in whole or in part, the State's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Grant shall be made only from available funds encumbered for this Grant and the State's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State or federal funds are not fully appropriated, or otherwise become unavailable for this Grant, the State may immediately terminate this Grant in whole or in part to the extent of funding reduction without further liability in accordance with the provisions herein.

iv. Erroneous Payments

At the State's sole 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,

may be recovered from Grantee by deduction from subsequent payments under this Grant or other grants or agreements between the State and Grantee or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any person or entity other than the State.

v. Retroactive Payments

If specified in §2, the State shall pay Grantee for costs or expenses incurred or performance by the Grantee prior to the Effective Date, only if (1) the Grant Funds involve federal funding and (2) federal laws, rules and regulations applicable to the Work provide for such retroactive payments to the Grantee. Any such retroactive payments shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant or such Exhibit. Grantee shall initiate any payment request by submitting invoices to the State in the form and manner set forth and approved by the State.

C. Use of Funds

Grant Funds shall be used only for eligible costs identified herein and/or in **Exhibit B**. Modifications to uses of such Grant Funds shall be made in accordance with **Exhibit B**. If an option letter is required for a Project Budget Line Item adjustment, Minor Budget Adjustment or True-Up Budget Proposal (as such terms are defined in **Exhibit B**), the State shall provide written notice to Grantee in a form substantially equivalent to **Exhibit C** (each an “**Option Letter**”). If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Grant.

D. Other Funds

Grantee shall provide other funds in accordance with **Exhibit B**.

8. REPORTING - NOTIFICATION

Reports, Evaluations, and Reviews required under this §8 shall be in accordance with the procedures of and in such form as prescribed by the State and in accordance with §19, if applicable.

A. Performance, Progress, Personnel, and Funds

State shall submit a report to the Grantee upon expiration or sooner termination of this Grant, containing an Evaluation and Review of Grantee’s performance and the final status of Grantee’s obligations hereunder. In addition, Grantee shall comply with all reporting requirements, if any, set forth in **Exhibit B** and the Project Performance Plan.

B. Litigation Reporting

Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Grant or which may affect Grantee’s ability to perform its obligations hereunder, Grantee shall notify the State of such action and deliver copies of such pleadings to the State’s principal representative as identified herein. If the State’s principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of DOLA.

C. Noncompliance

Grantee’s failure to provide reports and notify the State in a timely manner in accordance with this §8 may result in the delay of payment of funds and/or termination as provided under this Grant.

D. Subgrants/Subcontracts

Copies of any and all subgrants and subcontracts entered into by Grantee to perform its obligations hereunder shall be submitted to the State or its principal representative. Any and all subgrants and subcontracts entered into by Grantee related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subgrants and subcontracts be governed by the laws of the State of Colorado.

9. GRANTEE RECORDS

Grantee shall make, keep, maintain and allow inspection and monitoring of the following records:

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records (the “**Record Retention Period**”) until the last to occur of the following:

- (i) a period of five years after the State's CDBG –DR grant is completed or terminated and closed out with HUD,
- (ii) for such further period as may be necessary to resolve any pending matters, or
- (iii) if an audit is occurring, or Grantee has received notice that an audit is pending, then until such audit has been completed and its findings have been resolved.

B. Inspection

Grantee shall permit the State, the federal government (if Grant Funds include federal funds) and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Grantee's records related to this Grant during the Record Retention Period for a period of five years following termination of this Grant or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate Grantee's performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Grant, including any extension. If the Work fails to conform to the requirements of this Grant, the State may require Grantee promptly to bring the Work into conformity with Grant requirements, at Grantee's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Grantee to take necessary action to ensure that future performance conforms to Grant requirements and exercise the remedies available under this Grant, at law or in equity in lieu of or in conjunction with such corrective measures.

C. Monitoring

- i. **Grantee.** Grantee shall permit the State, the federal government (if Grant Funds include federal funds), and other governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Grantee pursuant to the terms of this Grant using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Grantee's performance hereunder.
- ii. **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.

D. Final Audit Report

Grantee shall provide a copy of its audit report(s) to DOLA as specified in **Exhibit B**.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

Grantee shall comply with the provisions of this §10 if it becomes privy to confidential information in connection with its performance hereunder. Confidential information, includes, but is not necessarily limited to, state records, personnel records, and information concerning individuals.

A. Confidentiality

Grantee shall keep all State records and information confidential at all times and comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of Grantee shall be immediately forwarded to the State's principal representative. Except as otherwise provided in this Grant, Grantee shall keep all tenant, patient and offender information confidential.

B. Notification

Grantee shall notify its agent, employees, Subgrantees, and assigns who may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before they are permitted to access such records and information.

C. Use, Security, and Retention

Confidential information of any kind shall not be distributed or sold to any third party or used by Grantee or its agents in any way, except as authorized by this Grant or approved in writing by the State. Grantee shall provide and maintain a secure environment that ensures confidentiality of all State records and other

confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Grantee or its agents, except as permitted in this Grant or approved in writing by the State.

D. Disclosure-Liability

Disclosure of State records or other confidential information by Grantee for any reason may be cause for legal action by third parties against Grantee, the State or their respective agents. Grantee shall, to the extent permitted by law, indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to this §10.

E. Health Insurance Portability and Accountability Act of 1996 (HIPAA)

DOLA is not a covered entity under HIPAA for purposes of this Grant. If the Grantee is a covered entity under HIPAA, it shall comply with the requirements of HIPAA, and in all instances shall comply with all other federal and state laws protecting the confidentiality of patient information.

11. CONFLICTS OF INTEREST

Grantee shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Grantee's obligations hereunder. Grantee acknowledges that with respect to this Grant, even the appearance of a conflict of interest is harmful to the State's interests. 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 to the State hereunder. If a conflict or appearance exists, or if Grantee is uncertain whether a conflict or the appearance of a conflict of interest exists, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict constitutes a breach of this Grant.

12. REPRESENTATIONS AND WARRANTIES

Grantee makes the following specific representations and warranties, each of which was relied on by the State in entering into this Grant.

A. Standard and Manner of Performance

Grantee shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in the industry, trades or profession and in the sequence and manner set forth in this Grant.

B. Legal Authority – Grantee and Grantee's Signatory

Grantee warrants that it possesses the legal authority to enter into this Grant and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Grant, or any part thereof, and to bind Grantee to its terms. If requested by the State, Grantee shall provide the State with proof of Grantee's authority to enter into this Grant within 15 days of receiving such request.

C. Licenses, Permits, etc.

Grantee represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorization required by law to perform its obligations hereunder. Grantee warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Grant, without reimbursement by the State or other adjustment in Grant Funds. Additionally, all employees and agents of Grantee performing Services under this Grant shall hold all required licenses or certifications, if any, to perform their responsibilities. Grantee, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Grantee to properly perform the terms of this Grant shall be deemed to be a material breach by Grantee and constitute grounds for termination of this Grant.

D. Exclusion, Debarment and/or Suspension

Grantee represents and warrants that Grantee, or its employees, Subgrantees or authorized Subcontractors, are not presently excluded from participation, debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise ineligible to participate in a federal payment program by any federal or State of Colorado department or agency. If Grantee, Subgrantee, or any of their respective subcontractors, employees or authorized agents, is excluded from participation, or becomes otherwise ineligible to participate in any such program during the term of this Grant, Grantee will notify the State in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to Grantee, the State, in its sole discretion, reserves the right to immediately cease contracting with Grantee and terminate this Grant without penalty.

13. INSURANCE

Grantee and its Subgrantees shall obtain and maintain insurance as specified in this section at all times during the term of this Grant: All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Grantee and the State.

A. Grantee**i. Public Entities**

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), then 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 GIA. Grantee shall show proof of such insurance satisfactory to the State, if requested by the State. Grantee shall require each subgrant with Subgrantees that are public entities, providing Goods or Services hereunder, to include the insurance requirements necessary to meet Subgrantee's liabilities under the GIA.

ii. Non-Public Entities

If Grantee is not a "public entity" within the meaning of the GIA, Grantee shall obtain and maintain during the term of this Grant insurance coverage and policies meeting the same requirements set forth in §13(B) with respect to Subgrantees that are not "public entities".

B. Grantees, Subgrantees and Subcontractors

Grantee shall require each subgrant with a Subgrantee and each contract with a Subcontractor, other than those that are public entities, providing Goods or Services in connection with this Grant, to include insurance requirements substantially similar to the following:

i. Workers' Compensation

Workers' Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Grantee, Subgrantee and Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: (a) \$1,000,000 each occurrence; (b) \$1,000,000 general aggregate; (c) \$1,000,000 products and completed operations aggregate; and (d) \$50,000 any one fire.

iii. Automobile Liability

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

iv. Malpractice/Professional Liability Insurance

This section shall shall not apply to this Grant.

Grantee, Subgrantees and Subcontractors shall maintain in full force and effect a Professional Liability Insurance Policy in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate, written on an occurrence form, that provides coverage for its work undertaken pursuant to this Grant. If a policy written on an occurrence form is not commercially available, the claims-made policy shall remain in effect for the duration of this Grant and for at least two years beyond the completion and acceptance of the work under this Grant, or, alternatively, a two year extended

reporting period must be purchased. The Grantee, Subgrantee or Subcontractor shall be responsible for all claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from such party's performance of professional services under this Grant, a subcontract or subgrant.

v. Umbrella Liability Insurance

For construction projects exceeding \$10,000,000, Grantee, Subgrantees and Subcontractors shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in §13(B)(i)-(iv) above. Coverage shall follow the terms of the underlying insurance, included the additional insured and waiver of subrogation provisions. The amounts of insurance required in subsections above may be satisfied by the Grantee, Subgrantee and Subcontractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in each section previously mentioned. The insurance shall have a minimum amount of \$5,000,000 per occurrence and \$5,000,000 in the aggregate.

vi. Property Insurance

This subsection shall apply if Grant Funds are provided for the acquisition, construction, or rehabilitation of real property.

Insurance on the buildings and other improvements now existing or hereafter erected on the premises and on the fixtures and personal property included in the Subject Property against loss by fire, other hazards covered by the so called "all risk" form of policy and such other perils as State shall from time to time require with respect to properties of the nature and in the geographical area of the Subject Properties, and to be in an amount at least equal to the replacement cost value of the Subject Property. Grantor will at its sole cost and expense, from time to time and at any time, at the request of State provide State with evidence satisfactory to State of the replacement cost of the Subject Property.

vii. Flood Insurance

If the Subject Property or any part thereof is at any time located in a designated official flood hazard area, flood insurance insuring the buildings and improvements now existing or hereafter erected on the Subject Property and the personal property used in the operation thereof in an amount equal to the lesser of the amount required for property insurance identified in §vi above or the maximum limit of coverage made available with respect to such buildings and improvements and personal property under applicable federal laws and the regulations issued thereunder.

viii. Builder's Risk Insurance

This subsection shall apply if Grant Funds are provided for construction or rehabilitation of real property.

Grantee, Subgrantee and/or Subcontractor shall purchase and maintain property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial construction/rehabilitation costs, plus value of subsequent modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the property owner has an insurable interest in the property.

- a) The insurance shall include interests of the property owner, Grantee, Subgrantee, Subcontractors in the Project as named insureds.
- b) All associated deductibles shall be the responsibility of the Grantee, Subcontractor and Subgrantee. Such policy may have a deductible clause but not to exceed \$10,000.
- c) Property insurance shall be on an "all risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Grantee's, Subgrantee's and Subcontractor's services and expenses required as a result of such insured loss.

- d) Builders Risk coverage shall include partial use by Grantee and/or property owner.
- e) The amount of such insurance shall be increased to include the cost of any additional work to be done on the Project, or materials or equipment to be incorporated in the Project, under other independent contracts let or to be let. In such event, Subgrantee and Subcontractor shall be reimbursed for this cost as his or her share of the insurance in the same ratio as the ratio of the insurance represented by such independent contracts let or to be let to the total insurance carried.

ix. Pollution Liability Insurance

If Grantee and/or its Subgrantee or Subcontractor is providing directly or indirectly work with pollution/environmental hazards, they must provide or cause those conducting the work to provide Pollution Liability Insurance coverage. Pollution Liability policy must include contractual liability coverage. The policy limits shall be in the amount of \$1,000,000 with maximum deductible of \$25,000 to be paid by the Grantee's Subcontractor and/or Subgrantee.

C. Miscellaneous Insurance Provisions

Certificates of Insurance and/or insurance policies required under this Grant shall be subject to the following stipulations and additional requirements:

- i. **Deductible.** Any and all deductibles or self-insured retentions contained in any Insurance policy shall be assumed by and at the sole risk of the Grantee, its Subgrantees or Subcontractors,
- ii. **In Force.** If any of the said policies shall fail at any time to meet the requirements of the Grant as to form or substance, or if a company issuing any such policy shall be or at any time cease to be approved by the Division of Insurance of the State of Colorado, or be or cease to be in compliance with any stricter requirements of the Grant, the Grantee, its Subgrantee and its Subcontractor shall promptly obtain a new policy.
- iii. **Insurer.** All requisite insurance shall be obtained from financially responsible insurance companies, authorized to do business in the State of Colorado and acceptable to Grantee,
- iv. **Additional Insured**
Grantee and the State shall be named as additional insureds on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction Grants require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent).
- v. **Primacy of Coverage**
Coverage required of Grantee, Subgrantees and Subcontractors shall be primary over any insurance or self-insurance program carried by Grantee or the State.
- vi. **Cancellation**
The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the Grantee and Grantee shall forward such notice to the State in accordance with §16 (Notices and Representatives) within seven days of Grantee's receipt of such notice.
- vii. **Subrogation Waiver**
All insurance policies in any way related to this Grant and secured and maintained by Grantee or its Subgrantees and Subcontractors as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

D. Certificates

Grantee, Subgrantee and Subcontractor shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Grant or of their respective subcontract or subgrant. No later than 15 days prior to the expiration date of any such coverage, Grantee, Subgrantee and Subcontractor shall deliver to the State or Grantee certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Grant, subcontract or subgrant, Grantee, Subgrantee and Subcontractor shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this §13.

14. BREACH

A. Defined

In addition to any breaches specified in other sections of this Grant, the failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in §16. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in §15. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Grant in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

15. REMEDIES

Except for the remedies listed in §15(C) which do not require a notice and cure period for Grantee's breach and may be immediately exercised by the State, if Grantee is in breach under any provision of this Grant or if the State terminates this Grant pursuant to §15(B), the State shall have the remedies listed in this §15 in addition to all other remedies set forth in other sections of this Grant following the notice and cure period set forth in §14(B), if applicable. The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

A. Termination for Cause and/or Breach

If Grantee fails to perform any of its obligations hereunder with such diligence as is required to ensure its completion in accordance with the provisions of this Grant and in a timely manner, the State may notify Grantee of such non-performance in accordance with the provisions herein. If Grantee thereafter fails to promptly cure such non-performance within the cure period, the State, at its option, may terminate this entire Grant or such part of this Grant as to which there has been delay or a failure to properly perform. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder. Grantee shall continue performance of this Grant to the extent not terminated, if any.

i. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subgrants/subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant's terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or subgrants/subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State. All Work Product, at the option of the State, shall be delivered by Grantee to the State and shall become the State's property.

ii. Payments

The State shall reimburse Grantee only for accepted performance up to the date of termination. If, after termination by the State, it is determined that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Grant had been terminated in the public interest, as described herein.

iii. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the

State may withhold any payment to Grantee for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services. Grantee shall be liable for excess costs incurred by the State in procuring from third parties replacement Work, Services or substitute Goods as cover.

B. Early Termination in the Public Interest

The State is entering into this Grant for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or Courts. If this Grant ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Grant in whole or in part. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This subsection shall not apply to a termination of this Grant by the State for cause or breach by Grantee, which shall be governed by §15(A) or as otherwise specifically provided for herein.

i. Method and Content

The State shall notify Grantee of such termination in accordance with §16. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Grant.

ii. Obligations and Rights

Upon receipt of a termination notice, Grantee shall be subject to and comply with the same obligations and rights set forth in §15(A)(i).

iii. Payments

If this Grant is terminated by the State pursuant to this §15(B), Grantee shall be paid an amount which bears the same ratio to the total reimbursement under this Grant as the Services satisfactorily performed bear to the total Services covered by this Grant, less payments previously made.

Additionally, if this Grant is less than 60% completed, the State may reimburse Grantee for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Grant) incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

C. Untimely Expenditure of Funds

The CDBG-DR appropriation (the Disaster Relief Appropriations Act, 2013 (Pub. L. 113-2)) requires that all funds must be fully expended within 24 months of the date HUD (as defined in Exhibit B) obligates the State's allocation. HUD requires that the State implement procedures to determine timely expenditures of Grantees. To fulfill this requirement, the State will track performance measures and expenditures as described in the Statement of Project/Budget, **Exhibit B**, and in the Project Performance Plan (collectively, the "Milestones"). If, at any time during the term of this Grant, State determines the Project is not proceeding timely in accordance with its Milestones, State may elect to take one or more of the following actions, which shall not be deemed a breach of its obligations hereunder:

i. Technical Assistance. State may elect to conduct on-site monitoring and work closely with Grantee to until the Project is back on schedule. State shall provide prior written notice to Grantee if its elects to conduct on-site monitoring, which shall be conducted during normal business hours and shall not unduly disrupt Grantee's business operations.

ii. Terminate Grant. The State, at its option, may terminate this entire Grant if Grantee has failed to properly meet the Project's Milestones. Grantee shall continue performance of this Grant to the extent not terminated, if any.

a) Method and Content.

The State shall notify Grantee of such termination in accordance with §16. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Grant.

b) Obligations and Rights.

Upon receipt of a termination notice and to the extent specified in such termination notice, Grantee shall be subject to and comply with the same obligations and rights set forth in §15(A)(i).

c) Deobligation of Grant Funds; Repayment by Grantee of Received Funds.

If this Grant is terminated by the State pursuant to this §15(C)(ii), State shall de-obligate any remaining unexpended Grant Funds for the Project, and shall provide notice to Grantee that such Project has failed to meet its Milestones and the corresponding HUD timeliness requirements and that as a result, Grantee is required to immediately return to the State any previously received Grant Funds for the Project.

D. Remedies Not Involving Termination

The State, at its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

i. Suspend Performance

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

ii. Withhold Payment

Withhold payment to Grantee until corrections in Grantee's performance are satisfactorily made and completed.

iii. Deny Payment

Deny payment for those obligations not performed, that due to Grantee's actions or inactions, cannot be performed or, if performed, would be of no value to the State; provided, that any denial of payment shall be reasonably related to the value to the State of the obligations not performed.

iv. Removal

Demand removal of any of Grantee's employees, agents, or Subgrantees whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Grant is deemed to be contrary to the public interest or not in the State's best interest.

v. Intellectual Property

If Grantee infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Grant, Grantee shall, at the State's option (a) obtain for the State or Grantee the right to use such products and services; (b) replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, (c) if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.

16. NOTICES and REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

A. State:

<p>Chantal Unfug, Division Director Division of Local Government Colorado Department of Local Affairs 1313 Sherman Street, Room 521 Denver, Colorado 80203 Email: chantal.unfug@state.co.us</p>
--

B. Grantee:

<p>Laura Teague, Chair, Board of County Commissioners Morgan County PO Box 596 Fort Morgan, Colorado 80701 Email: lteague@co.morgan.co.us</p>

17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

This section shall | shall not apply to this Grant.

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Grantee in the performance of its obligations under this Grant shall be the non-exclusive property of the State and, all Work Product shall be delivered to the State by Grantee upon completion or termination hereof. The State's non-exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works.

18. GOVERNMENTAL IMMUNITY

Notwithstanding any other provision to the contrary, nothing herein shall constitute a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the GIA. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the GIA and the risk management statutes, CRS §24-30-1501, et seq., as amended.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Grantee under this Grant is greater than \$100,000 either on the Effective Date or at anytime thereafter, this §19 applies.

Grantee agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state Grants and inclusion of Grant performance information in a statewide Contract Management System.

Grantee's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Grant, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Grantee's performance shall be part of the normal Grant administration process and Grantee's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Grantee's obligations under this Grant shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Grantee's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Grant term. Grantee shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Grantee demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Department of Local Affairs, and showing of good cause, may debar Grantee and prohibit Grantee from receiving future grants and bidding on future contracts. Grantee may contest the final Evaluation, Review and Rating by: **(a)** filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or **(b)** under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Grantee, by the Executive Director, upon a showing of good cause.

20. RESTRICTION ON PUBLIC BENEFITS

This section shall | shall not apply to this Grant.

Grantee must confirm that any individual natural person is lawfully present in the United States pursuant to CRS §24-76.5-101 et seq. when such individual applies for public benefits provided under this Grant by requiring the applicant to:

- A. Produce an identification document in accordance with §2.1.1 through §2.1.3 of Colorado Department of Revenue's Rule #1 CCR 201-17, Rule for Evidence of Lawful Presence, as amended.
- B. Execute an affidavit, Residency Declaration, stating
 - i. That he or she is a United States citizen or legal permanent resident; or
 - ii. That he or she is otherwise lawfully present in the United States pursuant to federal law.

Notwithstanding the foregoing, to the extent that there is any conflict with the provisions above or those set forth in the Residency Declaration and any provision of federal law, the provisions of federal law shall prevail.

21. GENERAL PROVISIONS**A. Assignment and Subgrants**

Grantee's rights and obligations hereunder are personal and may not be transferred, assigned or subgranted without the prior, written consent of the State. Any attempt at assignment, transfer, or subgranting without such consent shall be void. All assignments, subgrants, or subcontracts approved by Grantee or the State are subject to all of the provisions hereof. Grantee shall be solely responsible for all aspects of subgranting and subcontracting arrangements and performance.

B. Binding Effect

Except as otherwise provided in §21(A), all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

C. Captions

The captions and headings in this Grant are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

D. Counterparts

This Grant may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

E. Entire Understanding

This Grant represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

F. Indemnification-General

Grantee shall, to the extent permitted by law, indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to the terms of this Grant; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the GIA, or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

G. Jurisdiction and Venue

All suits, actions, or proceedings related to this Grant shall be held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

H. List of Selected Applicable Laws

At all times during the performance of this Grant, Grantee shall comply with all applicable Federal and State laws and their implementing regulations, currently in existence and as hereafter amended, including without limitation those set forth on **Exhibit A**, Applicable Laws. Grantee also shall require compliance with such laws and regulations by subgrantees under subgrants permitted by this Grant.

I. Use Covenants, Deed Restrictions and Conservation Easements

This section shall | shall not apply to this Grant.

For Subject Property that is owned by Grantee upon execution of this Grant, Grantee shall record a Use Covenant, in the form provided by the State, with the county in which the property resides as soon as reasonably practicable after execution of this Grant. For Subject Property acquired by Grantee using Grant Funds, Grantee shall record a Use Covenant, in the form provided by the State, with the county in which the property resides as soon as reasonably practicable after acquisition of such property. For Subject Property acquired by Grantee using Grant Funds for flood mitigation, Grantee shall record a Deed Restriction and/or Conservation Easement, in the forms provided by the State, with the county in which the property resides as soon as reasonably practicable after acquisition of such property.

J. Modification**i. By the Parties**

Except as specifically provided in this Grant, modifications of this Grant shall not be effective unless agreed to in writing by the Parties in an amendment hereto, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies, including, but not limited to, the policy entitled MODIFICATION OF CONTRACTS - TOOLS AND FORMS. Changes to the Grant shall be authorized to be approved by the following State or DOLA parties:

a) Approval by Division Director

The Division Director of DOLA or his delegate shall have authority to approve changes to the Responsible Administrator and Key Personnel specified in **§6.1 of Exhibit B** and the Principal Representative in **§16**.

b) Approval by DOLA Controller

The DOLA Controller shall have authority to approve all changes to the Grant which are not reserved to the Division Director above.

ii. By Operation of Law

This Grant is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Grant on the effective date of such change, as if fully set forth herein.

K. Order of Precedence

The provisions of this Grant shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Grant and its exhibits and attachments including, but not limited to, those provided by Grantee, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i.** Exhibit D (Supplemental Provisions for Federal Funding Accountability and Transparency Act of 2006)
- ii.** Colorado Special Provisions (§22 of the main body of this Grant)
- iii.** Exhibit B (Statement of Project/Budget)
- iv.** The provisions of the main body of this Grant (excluding §22, Colorado Special Provisions and the cover page of this Grant)
- v.** Exhibit F (Procedure to Prevent Duplication of Benefits)
- vi.** Exhibit G (Project Performance Plan)
- vii.** Exhibit A (Applicable Laws)
- viii.** Any executed Option Letter
- ix.** The cover page of this Grant
- x.** Any document incorporated by reference which is not included in any item listed in (i) through (ix) above

L. Severability

Provided this Grant can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

M. Survival of Certain Grant Terms

Notwithstanding anything herein to the contrary, provisions of this Grant requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Grantee fails to perform or comply as required.

N. Taxes

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Grantee shall be solely liable for paying such taxes as the State is prohibited from paying for or reimbursing Grantee for them.

O. Third Party Beneficiaries

Enforcement of this Grant and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. 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.

P. Waiver

Waiver of any breach of a term, provision, or requirement of this Grant, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Grant and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

22. COLORADO SPECIAL PROVISIONS

A. The Special Provisions apply to all Grants except where noted in *italics*.

i. CONTROLLER'S APPROVAL. CRS §24-30-202 (1).

This Grant shall not be deemed valid until it has been approved by the Colorado State Controller or designee.

ii. FUND AVAILABILITY. CRS §24-30-202(5.5).

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

iii. GOVERNMENTAL IMMUNITY.

No term or condition of this Grant shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

iv. INDEPENDENT CONTRACTOR

Grantee shall perform its duties hereunder as an independent Grantee and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Unemployment insurance benefits shall be available to Grantee and its employees and agents only if such coverage is made available by Grantee or a third party. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Grant. Grantee shall not have authorization, express or implied, to bind the State to any Grant, liability or understanding, except as expressly set forth herein. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

v. COMPLIANCE WITH LAW.

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.

vi. CHOICE OF LAW.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this grant. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Grant, to the extent capable of execution.

vii. BINDING ARBITRATION PROHIBITED.

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Grant or incorporated herein by reference shall be null and void.

viii. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.

State or other public funds payable under this Grant shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Grant and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Grant, including, without limitation, immediate termination of this Grant and any remedy consistent with federal copyright laws or applicable licensing restrictions.

ix. EMPLOYEE FINANCIAL INTEREST. CRS §§24-18-201 and 24-50-507.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Grant. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

x. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.

[Not applicable to intergovernmental agreements] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

xi. PUBLIC GRANTS FOR SERVICES. CRS §8-17.5-101.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental Agreements, or information technology services or products and services] Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who shall perform work under this Grant and shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Grant, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c), Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant or enter into a grant with a Subgrantee that fails to certify to Grantee that the Subgrantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant. Grantee (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Grant is being performed, (b) shall notify the Subgrantee and the granting State agency within three days if Grantee has actual knowledge that a Subgrantee is employing or contracting with an illegal alien for work under this Grant, (c) shall terminate the Subgrant if a Subgrantee does not

stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the State program, Grantee shall deliver to the granting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the granting State agency, institution of higher education or political subdivision may terminate this Grant for breach and, if so terminated, Grantee shall be liable for damages.

xii. PUBLIC GRANTS WITH NATURAL PERSONS. CRS §24-76.5-101.

Grantee, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the Effective Date of this Grant.

(Colorado Special Provisions - effective 1/1/09)

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SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS GRANT

*** Persons signing for Grantee hereby swear and affirm that they are authorized to act on Grantee's behalf and acknowledge that the State is relying on their representations to that effect.**

<p style="text-align: center;">GRANTEE MORGAN COUNTY</p> <p>By: Laura Teague Title: Chair, Board of County Commissioners</p> <p style="text-align: center;"><i>Laura Teague</i> _____ *Signature</p> <p>Date: <u>9-8-2016</u></p>	<p style="text-align: center;">STATE OF COLORADO John W. Hickenlooper, GOVERNOR DEPARTMENT OF LOCAL AFFAIRS</p> <p>By: _____ Irv Halter, Executive Director</p> <p>Date: _____</p>
	<p style="text-align: center;">PRE-APPROVED FORM CONTRACT REVIEWER</p> <p>By: _____ Andy Hill, CDO Program Manager</p> <p>Date: _____</p>

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State grants. This Grant is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.

**STATE CONTROLLER
Robert Jaros, CPA, MBA, JD**

By: _____
Janet Miks, CPA, Controller Delegate

Date: _____

EXHIBIT A – APPLICABLE LAWS

Laws, regulations, and authoritative guidance incorporated into this Grant include, without limitation:

1. Housing and Community Development Act of 1974, Pub L, No. 93-383, as amended.
2. 24 CFR Part 570, Community Development Block Grants.
3. State of Colorado Community Development Block Grant (CDBG) Guidebook, available on DOLA's website.
4. Robert T. Stafford Disaster Relief and Emergency Assistance Act, Pub L, No 93-288, as amended.
5. 24 CFR Parts 0-91 Housing and Urban Development.
6. 24 CFR Subtitle B, Chapter I – XXV, HUD.
7. 24 CFR Part 58, Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities.
8. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
9. CRS §29-1-601 et seq., Local Government Audit Law.
10. CRS §24-32-106 – Powers of the director provision.
11. CRS §24-32-705(1)(i) – DOH ability to accept and receive grants
12. 16 USC §469 et seq., Historic Preservation
13. 2 USC Chapter 26, Disclosure of Lobbying Activities.
14. 5 USC §552a, Public Information; agency rules, opinions, order, records and proceedings (Privacy Act 1974).
15. 8 USC §1101-1646, Immigration and Nationality.
16. 12 USC §§1701- 1701z-15, National Housing Act.
17. 15 USC Chapter 49, Fire Prevention and Control.
18. 16 USC Chapters 1-92, Conservation.
19. 16 USC §469 et seq., Historic Preservation
20. 16 USC §1531 et seq., Endangered Species
21. 16 USC §1271 et seq., Wild and Scenic Rivers
22. 20 USC Chapter 38, Discrimination Based on Sex or Blindness (Title IX, as amended, Education Amendment of 1972).
23. 29 USC Chapter 8, §§201, 206, et seq., as amended, Labor.
24. 29 USC Chapter 14 Age Discrimination in Employment.
25. 29 USC Chapter 16, §§793-794, et seq., as amended, Vocational Rehabilitation and Other Rehabilitation Services.
26. 31 USC Subtitles I – VI, Money and Finance.
27. 40 USC Subtitle I, Federal Property and Administrative Services.
28. 40 USC Subtitle II, Public Buildings and Works.
29. 40 USC §§ 3141 – 3148, Wage Rate Requirements (Davis Bacon).
30. 40 USC §§ 3701 – 3708, Contract Work Hours and Safety Standards Act.
31. 40 CFR Parts 1500-1508, Council on Environmental Quality (Regulations Implementing NEPA).
32. 41 CFR Chapter 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
33. 41 USC § 6502, et seq., Walsh-Healey Public Contracts Act.
34. 41 USC Chapter 81, Drug Free Workplace.
35. 42 USC Chapter 6A, Public Health Service.
36. 42 USC Chapter 21, Civil Rights.
37. 42 USC Chapter 45 Fair Housing.
38. 42 USC Chapter 50, National Flood Insurance.
39. 42 USC Chapter 55, National Environmental Policy.
40. 42 USC Chapter 63, Lead-Based Paint Poisoning Prevention.

41. 42 USC Chapter 69, Community Development.
42. 42 USC Chapter 76, Age Discrimination in Federally Assisted Programs.
43. 42 USC Chapter 85, Air Pollution Prevention and Control.
44. 42 USC Chapter 89, Congregate Housing Services.
45. 42 USC Chapter 126, Equal Opportunity for Individuals with Disabilities.
46. 42 USC Chapter 130, National Affordable Housing.
47. 42 USC §§300f – 300j-26, Safe Drinking Water
48. 49 CFR Part 24, as amended, Uniform Relocation Assistance and Real Property for Federal and Federally Assisted Programs.
49. CRS §24-34-301, et seq., Colorado Civil Rights Division.
50. CRS §24-34-501, et seq. Housing Practices.
51. CRS §24-75-601 et seq., Legal Investment of Public Funds.
52. Executive Order 11063, HUD Equal Opportunity in Housing, as amended by Executive Order 12259, Leadership and Coordination of Fair Housing in Federal Programs.
53. Executive Order 11593, Protection and Enhancement of the Cultural Environment.
54. Executive Order 11988, Floodplain Management.
55. Executive Order 11990, Protection of Wetlands
56. Public Law 110-289, Housing and Economic Recovery Act of 2008.
57. Public Law 111-203, Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010.
58. Compliance with all applicable standards, orders, or requirements issued pursuant to section 508 of the Clean Water Act (33 USC §1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). (Applicable to contracts, subcontracts, and subgrants of amounts in excess of \$100,000).
59. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). [53 FR 8068, March 11, 1988, as amended at 60 FR 19639, Apr. 19, 1995].

EXHIBIT B – STATEMENT OF PROJECT/BUDGET (SOP)**1. GENERAL DESCRIPTION OF THE PROJECT.**

- 1.1 Purpose.** The Colorado Department of Local Affairs (“DOLA”) is leading Colorado’s housing and economic recovery effort in response to severe flooding that occurred September 9 through September 15, 2013. On September 14, 2013, President Barack Obama signed FEMA-DR-4145-CO; subsequent amendments to date have declared 18 counties as a Presidential Disaster Area: Adams, Arapahoe, Boulder, Clear Creek, Crowley, Denver, El Paso, Fremont, Gilpin, Jefferson, Lake, Larimer, Lincoln, Logan, Morgan, Sedgwick, Washington, and Weld. On December 16, 2013, the U.S. Department of Housing and Urban Development (“HUD”) published a notice in the Federal Register at Fed. Reg. 76,154 – 76,160 (December 16, 2013), which allocates Community Development Block Grant-Disaster Recovery (“CDBG-DR”) funds to the State of Colorado (the “Colorado Notice”). Boulder, Larimer, and Weld counties have been designated as the “most impacted and distressed” counties in the Colorado Notice, and 80% of the CDBG-DR allocation provided under the Colorado Notice must address unmet needs within these three counties. As a requirement of funding, in cooperation with impacted communities, DOLA developed and HUD approved an action plan (the “Initial Action Plan”), which assessed the short term and long term housing, infrastructure, and economic needs in the flood-impacted areas, and developed a strategy for addressing the needs. The Initial Action Plan shall be amended as necessary and available on DOLA’s website (collectively, the “Action Plan”). This Project implements an element of the resiliency planning component of the Action Plan for authorized disaster recovery activities (collectively, “Authorized Activities”). Additional requirements for Authorized Activities are published in notices in the Federal Register at Fed. Reg 14,329-14,349 (March 5, 2013) (the “March Notice”) and Fed. Reg. 23,578-23,581 (April 19, 2013) (the “April Notice”). The Colorado Notice, March Notice and April Notice are collectively, the “Notices”.
- 1.2 Action Plan Amendment #1 Substantial Amendment for the Second Allocation.** For performance of projects funded by federal funds committed as a result of the Action Plan Amendment #1 Substantial Amendment for the Second Allocation of CDBG-Disaster Recovery, approved November 10, 2014, this provision also applies in addition to the above: a notice in the Federal Register at Fed. Reg. 31,964 – 31,973 (June 3, 2014). Action Plan Amendment #1 added Teller County to the list of declared counties and federally declared wildland fire events to eligible events.
- 1.3 Project Description.** The South Platte River Master Plan (“the Plan”) will guide Morgan, Washington, Logan, and Sedgwick counties towards prioritization and implementation of stream rehabilitation and restoration projects that protect life and property from flood hazards. The ultimate result of this master planning effort, and subsequent project implementation, is increased resiliency in each community, in the local economies, and in the South Platte River system through these four counties. The Plan will be collaborative in nature, drawing on the expertise of engineers, water infrastructure managers, fluvial geomorphologists, ecologists, fisheries biologists, risk experts, and other knowledgeable stakeholders. The Plan will be formed based on input from stakeholders impacted during the 2013 flood, as well as the community at large through public meetings and workshops. Approximately 134 miles of the South Platte River will be included in this study, from the western edge of Morgan County to the eastern edge of Sedgwick County, which is also the Colorado/Nebraska border.

1.3.1 Goals of the South Platte River Master Plan include:

1. Determining how best to reduce the impact of future flooding along the South Platte River and its tributaries.
2. Determining how best to reduce the impact of future flooding on the economy in the four partner counties and the municipalities within those counties.
3. Developing strategies to restore the South Platte River's ecological health and resiliency.

1.3.2 The South Platte River Master Plan will:

1. Be based solid scientific and engineering understanding for river system evaluation and decision-making.
2. In addition to standard hydrologic, hydraulic, and geomorphic analysis, employ qualitative and quantitative risk assessment tools that distill extensively complicated factors into information the counties can use to make informed long-term and short-term recovery and planning decisions. Knowledge from this study will benefit management and planning of projects in significant tributaries to further increase the resiliency of the South Platte River.
3. Characterize multiple benefit projects - those projects and management strategies with flood and geomorphic risk benefits as well as ecosystem, economic and recreational enhancements.
4. As appropriate, review and comment upon current projects being developed by the Colorado Department of Transportation and how they may decrease/increase the resiliency of the South Platte River and its tributaries.

1.3.3 The Draft and Final South Platte River Master Plan will include the following deliverables:

1. Monthly public engagement, coordination and reporting with a combined management team from each of the four counties.
2. Quarterly public meetings with elected officials of the four counties.
3. River corridor and tributary evaluations.
4. Flood, ecosystem, and geomorphic risk analysis.
5. Identification of strategies and project frameworks.
6. Conceptual design drawings and management frameworks.
7. Project prioritization and cost estimation.

1.3.3 The selected consultant will:

1. Work closely with, and incorporate comments from, the DOLA/CWCB Technical Assistance team and CWCB staff during the development of the Plan.
2. Be managed by staff from the CWCB according to the Grantee-consultant contract related to master planning tasks and deliverables.

3. Work with the Grantee on scheduling of meetings and presentations, processing of payment requests, all reporting requirements, compliance with CDBG-DR Program requirements, and records retention.
4. Acknowledge and include information obtained from stakeholders into the Master Plan.

1.3.5 Submittal of Final Deliverables:

Final Deliverable will be sent to the State electronically and will include the South Platte River Master Plan final report.

- 1.4 **Responsibilities.** Grantee shall be responsible for the completion of the Project, administration of this Grant, and to provide required documentation to the State as specified herein.
- 1.5 **Service Area.** The performance of the Services for this Grant shall be located in The South Platte River watershed in Morgan, Washington, Logan and Sedgwick counties and associated tributaries (“Service Area”).

2. DEFINITIONS

- 2.1 **Advance Payment.** “Advance Payment” means the use of Grant Funds to pay for Work that has been completed and invoiced to DOLA, but for which the Grantee has not paid such consultant invoices.
- 2.2 **Beneficiary.** "Beneficiary" for this Project is (check one):
 - the persons and/or households who are the end users that benefit from this Project which is funded with Grant Funds.
 - the area that benefits from this Project which is funded with Grant Funds.
- 2.3 **Business Day.** “Business Day” means a day during which the State is open for business, excluding weekends and legal public holidays.
- 2.4 **CDBG Guidebook.** “CDBG Guidebook” means the DOLA CDBG Guidebook. It is updated periodically and available on DOLA’s website.
- 2.5 **Conservation Easement.** “Conservation Easement” means the conservation easement that limits uses of, and lists requirements for, the real property which is part of the Project and which may be attached. Conservation Easements only apply if they are attached to this Grant.
- 2.6 **Cost Savings.** “Cost Savings” means the Project budget amount less the amount expended to complete the Project Work. Cost Savings are determined at the time the Project Work is completed and the final payment request is submitted by the Grantee to the State. Cost Savings do not result in payment by the State to Grantee above actual expenditures beyond the required ratio, but de-obligates unexpended Grant Funds. The State shall provide written notice to Grantee verifying any Cost Savings.
- 2.7 **Cumulative Basis.** “Cumulative Basis” means a cumulative or increasing accumulation of additional expenses within a specific Project Budget Line Item starting with the initial amount approved in §4.2, Project Budget as of the Effective Date. Such starting point will reset with an amendment to this Grant approved by the DOLA Controller changing the Project Budget Line Item amount or the Project Budget Line Item has been amended through an approved True-up Budget Proposal.

- 2.8 Deed Restriction.** “Deed Restriction” means the deed restriction that may be attached and which limits uses of Subproject real property. Deed Restrictions only apply if they are attached to this Grant.
- 2.9 Eligible Expenses.** “Eligible Expenses” are the costs of performing approved and eligible Subproject activities pursuant to this Exhibit. Such Eligible Expenses are specified in the Action Plan and must comply with all CDBG-DR requirements, State Fiscal Rules, this Exhibit and the Grant Agreement.
- 2.10 HUD.** “HUD” is the Department of Housing and Urban Development.
- 2.11 Low- and Moderate-Income Persons.** This subsection is, or is not applicable.
- “Low- and Moderate-Income Persons” for this Project are (check one):
- Those persons who are members of families whose incomes are at or below 80% of area median income, determined by HUD and which shall be posted by HUD on its website, or
- Those persons who reside in areas that have been determined by HUD, based upon the 2000 Census data, to be at or below 80% of area median income areas, as further specified in the National Objective in §3.2 below, or
- Those persons belonging to clientele groups (as such term is defined by HUD) who are presumed by HUD to be at or below 80% of area median income, as further specified in the National Objective in §3.2 below, or
- Those persons who are members of families whose incomes are at or below 80% of area median income as determined by utilizing an income survey methodology approved by HUD.
- 2.12 Lump Sum Budgeting.** “Lump Sum Budgeting” means a very general, non specific budget for a multi-component project that leaves all discretion with the recipient of the grant for use of grant funds. For purposes of this definition, “component” means a distinct period or stage in a sequence of events to complete a project. For example, a multi-component construction project not using Lump Sum Budgeting may include separate line items for Real Property Acquisition, Design, Utilities, and Construction. A multi-component construction project using Lump Sum Budgeting may only include a line item for Construction. Lump Sum Budgeting is not permitted under this Grant.
- 2.13 National Objective.** “National Objective” means those objectives approved by HUD and listed in §3.2 of this Exhibit B.
- 2.14 Other Funds.** “Other Funds” means funding provided by other federal, state, local or private sources for the Project. Other Funds are good faith estimates and do not include Grant Funds.
- 2.15 Pre-agreement Costs.** “Pre-agreement Costs” are those costs specifically authorized as pre-agreement costs by DOLA and which are specifically authorized by the federal funding source.
- 2.16 Project Budget Line Item.** “Project Budget Line Item” means each line for Project activities specified and approved in the Project Budget in §4.2.
- 2.17 Project Performance Plan.** “Project Performance Plan” means the milestones, performance goals and timelines for the Project identified in Exhibit G.
- 2.18 Program Income.** “Program Income” shall have the meaning given at §VI.17.a. of the March Notice and 24 CFR §570.500(a).

2.19 Substantial Completion. “Substantial Completion” for the Project shall have the meaning given in §5.7 of this Exhibit and the Project Performance Plan.

2.20 Use Covenant. “Use Covenant” means the use covenant that limits uses of Project real property, and which may be attached. Use Covenants only apply if they are attached to this Grant.

3. DELIVERABLES

3.1 Outcome. The final outcome of this Project is to provide a South Platte River Master Plan in accordance with this Grant and Grantee's CDBG-DR grant application.

3.2 National Objective. Pursuant to 24 CFR §570.208 (Criteria for national objectives), CDBG funds expended for planning and administrative costs under 24 CFR §570.205 and §570.206 are considered to address the national objectives. This Project is considered to address national objectives because all Grant Funds are expended for planning and/or capacity building costs under 24 CFR §570.205.

3.3 Project Performance Plan. The Parties shall comply with the milestones, performance goals and timelines in the Project Performance Plan.

4. FUNDING

The State provided funds shall be limited to the amount specified under the “Grant Funds” column of §4.2, Project Budget, below.

4.1 Other Funds. Grantee shall provide the required Other Funds as listed in the “Other Funds” column of §4.2 below during the term of this Project.

4.2 Project Budget.

Budget Line	Total Cost	Grant Funds	Other Funds	Other Fund Source
Consultant Services and Project Delivery Expenses	\$300,000.00	\$300,000.00	\$0	None
Total	\$300,000.00	\$300,000.00	\$0	None

If administrative expenses are included as Eligible Expenses, there must be a separate Project Budget Line Item for such expenses. Project Delivery Expenses must comply with Cost Principles 2 CFR 200.

4.3 Project Budget Line Item Adjustments. Project Budget Line Item adjustments pursuant to this Section shall not change the total awarded or contracted amount of the Grant Funds for the Project. Increases to Grant Funds for a Project require an amendment. Calculations in §§4.3.1 and 4.3.2 must be made on a Cumulative Basis.

4.3.1 Grantee shall have authority to adjust individual Project Budget Line Items without approval of the State up to an aggregate of 10% of such Project Budget Line Item from which the funds are moved. Such authority shall not allow Grantee to transfer to or between administration budget lines (E.g. development fees, overhead and project delivery). Grantee shall send written notification of allowed adjustments to the State within 30 days of such adjustment.

4.3.2 All changes to individual Project Budget Line Items which are in excess of 10% but less than 24.99% of such Project Budget Line Item from which the funds are moved shall require prior written approval of the DOLA Controller. Grantee shall submit a written request for changes pursuant to this Section to DOLA. Such request

shall include the amount of such request, the reason for the request and any necessary documentation. If DOLA approves such request, DOLA shall unilaterally execute an Option Letter accepting such request pursuant to §7(C) of the Grant Agreement. Grantee is not authorized to perform until Grantee receives an executed Option Letter accepting such change.

4.3.3 All changes to individual Project Budget Line Items which are in excess of 24.99% of such Project Budget Line Item from which the funds are moved shall require a prior written amendment executed by the Grantee and DOLA pursuant to §21(J) of the Grant Agreement. Grantee shall submit a written request for changes pursuant to this Section to DOLA. Such request shall include the amount of such request, the reason for the request and any necessary documentation. Grantee is not authorized to perform until a bi-lateral amendment is fully executed by the DOLA Controller accepting such change.

4.3.4 Signature Authority. All Grantee notices and requests submitted to DOLA pursuant to this §4.3 (each a “**Line Item Proposal**”), must be signed and dated by a person authorized to bind the Grantee to such Line Item Proposal.

4.4 Overall Budget Adjustments.

4.4.1 All changes to the overall Project Budget which are less than 24.99% (each a “**Minor Budget Adjustment**”) shall require prior written approval of the DOLA Controller. Grantee’s Responsible Administrator shall submit a written request for changes pursuant to this Section to DOLA. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If DOLA approves such request, DOLA shall unilaterally execute an Option Letter accepting such request pursuant to §7(C) of the Grant Agreement. Grantee is not authorized to perform until Grantee receives an executed Option Letter accepting such change. Minor Budget Adjustments shall not increase the Grant Funds.

4.4.2 Exception for Setting Final Initial Budget. Within 30 days of bid opening for its selection of its prime Subcontractor, Grantee shall submit a written request for changes to the overall Project Budget to revise the initial overall Budget estimate to align it with current market conditions (a “**True-up Budget Proposal**”). Grantee’s Responsible Administrator shall submit a written request for changes pursuant to this Section to DOLA. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If DOLA approves such request, DOLA shall unilaterally execute an Option Letter accepting such request pursuant to §7(C) of the Grant Agreement. Grantee is not authorized to perform until Grantee receives an executed Option Letter accepting such change. True-up Budget Proposals shall not increase the Grant Funds. The overall Budget adjustment permitted by this §4.4.2 is only permitted once under this Grant.

4.4.3 Other Budget Changes. All changes to the overall Project Budget which are in excess of 24.99% shall require a prior written amendment executed by the Grantee and DOLA pursuant to §21(J) of the Grant Agreement. Grantee shall submit a written request for changes pursuant to this Section to DOLA. Such request shall include the amount of such request, the reason for the request and any necessary documentation. Grantee is not authorized to perform until a bi-lateral amendment is fully executed by the DOLA Controller accepting such change.

4.4.4 Signature Authority. All Grantee notices and requests submitted to DOLA pursuant to this §4.4 (each a “Budget Proposal”), must be signed and dated by a person authorized to bind the Grantee to such Budget Proposal.

5. PAYMENT

Payments shall be made in accordance with this section and the provisions set forth in §7 of the Grant Agreement. Grantee’s requests for funds from this Grant shall be for the reimbursement of actual Eligible Expenses.

5.1 Payment Schedule. The State shall make payment to Grantee pursuant to accepted Pay Requests until 95% of Grant Funds have been disbursed; the final 5% shall be disbursed in accordance with §5.5.

5.2 Advance Payments. This subsection is, or is not applicable.

DOLA Controller has previously approved in writing Advance Payments for this Project. If Work is subcontracted or subgranted, such Subcontractors and/or Subgrantees are not previously paid, Grantee shall disburse Grant Funds received from the State to such Subcontractor or Subgrantee within three Business Days of receipt. Grantee shall provide DOLA with proof of payment within three Business Days of such payment. Excess funds shall be returned to DOLA.

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 and Exhibit. DOLA reserves the right to recapture advanced Grant Funds when Grantee has not or is not complying with the terms of this Grant and/or Exhibit.

5.3 Remittance Address. If mailed, payments shall be remitted to the following address unless changed in accordance with §16 of the Grant Agreement:

Morgan County
 P.O Box 596
 Fort Morgan, CO 80701

5.4 Interest. If Advance Payments are authorized, Grantee or Subgrantee may keep interest earned from all federal funds received by Grantee or Subgrantee up to \$100 per year (calculated on Grantee’s fiscal year) for administrative expenses. All interest earned in excess of \$100 shall be remitted to DOLA.

5.5 Milestones.

Project Activity	Milestone	Target Date*
Request for Proposals (RFP)	Release RFP.	60 days after executed Grant Agreement.
Consultant selection	Hire consultant.	120 days after executed Grant Agreement.
Study initiated	Consultant begins work on project.	November 1, 2016
Draft plan released	Draft South Platte River Master Plan.	September 1, 2017
Project evaluation and final report	Delivery of Final South Platte River Master Plan.	December 31, 2017

*If Target Date for such Milestone(s) is/are not met, the State has the authority to use any remedies stated in the Grant, including, but not limited to, those specified in §15(C) of the

Grant Agreement which allow the State, at its sole discretion, to provide technical assistance and/or termination of the Project..

- 5.6 Quarterly Pay Requests.** Beginning the earlier to occur of January 10th, April 10th, July 10th, or October 10th after commencement of Work under this Project and for each quarter thereafter until termination of this Project, Grantee shall submit Pay Requests using a form provided by the State. The State shall pay the Grantee for actual expenditures made in the performance of this Project based on the submission of Pay Requests. The Grantee shall submit Pay Requests setting forth a detailed description and provide documentation (including invoices) of the amounts and types of reimbursable expenses. For months in which there are no expenditures to reimburse, Grantee shall indicate zero (0) in the request. The Pay Request shall contain actual expenditures of Grant Funds incurred in the period by Project Budget Line Item pursuant to §4.2 of this Statement of Project/Budget as well as a projection of all Project Work expected to be accomplished in the following month, including an estimate of Grant Funds to be expended. This report is due within 10 days of the end of the reporting quarter or more frequently at the discretion of the Grantee. See Project Performance Plan for specific submittal dates.
- 5.7 Final Payment/Substantial Completion.** Final payment for this Project shall not be released by DOLA until Grantee has submitted a final Pay Request and achieved substantial completion, which includes completion of the Project Work; completion, submission, and DOLA's acceptance of all interim reports; completion of on-site Project monitoring by DOLA, including approval of all corrective action taken on any identified findings or concerns; and submission by Grantee and acceptance by DOLA of the Project Completion Report (collectively, "**Substantial Completion**"). For the purposes of this Grant, "completion of the Project Work" means the following :
- For planning programs:** Completion and submission of the planning document and receipt of final invoicing for such Work completed and as defined in 24 CFR § 570.205.
- 5.8 Eligible Expenses.** Pay Requests shall include only Eligible Expenses in accordance with §4.2. Eligible Expenses do not include administrative expenses.
- 5.9 Cost Savings.** Cost Savings derived while completing the Project shall be (choose one):
- split on a pro-rata basis between the State and Grantee
 - returned to the State

6. ADMINISTRATIVE REQUIREMENTS

These funds will be administered by Grantee, in accordance with the requirements of this Grant, the Action Plan, **Exhibit B** and Project Performance Plan. Grantee shall comply with the administration requirements set forth in the most recent State Community Development Block Grant Guidebook, or such requirements as may be subsequently amended by the State, which shall be available on DOLA's website.

6.1 Personnel.

6.1.1 Responsible Administrator. Grantee's performance hereunder shall be under the direct supervision of Michelle Covelli (mcovelli@co.morgan.co.us) an employee or agent of Grantee, who is hereby designated as the Responsible Administrator of this Subproject.

6.1.2 Other Key Personnel: Dave Donaldson (Donaldson@logancountyco.gov), Kristi Waite (kwait@co.morgan.co.us). Such Key Personnel shall be updated through the approval process in §6.1.3.

6.1.3 Replacement. Grantee shall immediately notify DOLA if any Key Personnel cease to serve. Provided there is a good-faith reason for the change, if Grantee wishes to replace its Key Personnel, it shall notify DOLA and seek its approval, which shall be at DOLA's sole discretion, as DOLA issued this Grant in part in reliance on Grantee's representations regarding Key Personnel. Such notice shall specify why the change is necessary, who the proposed replacement is, what his/her qualifications are, and when the change will take effect. Anytime Key Personnel cease to serve, DOLA, in its sole discretion, may direct Grantee to suspend work on the Subproject until such time as replacements are approved. All notices sent under this subsection shall be sent in accordance with **§16** of the Grant Agreement.

- 6.2 Accounting.** Grantee shall maintain properly segregated accounts of Grant Funds, and Other Funds associated with the Project, and make those records available to the State upon request. All receipts and expenditures associated with the Project shall be documented in a detailed and specific manner, in accordance with this Exhibit.
- 6.3 Audit Report.** If an audit is performed on Grantee's records for any fiscal year covering a portion of the term of this Grant or any other grants/contracts with DOLA, Grantee shall promptly submit the final audit report, including a report in accordance with the Single Audit Act, to:

Department of Local Affairs
Accounting & Financial Services
1313 Sherman Street, Room 323
Denver, CO 80203

Or Email to: dola.audit@state.co.us

- 6.4 Prevention and Detection of Waste, Fraud, and Abuse.** Grantee shall certify that all reported information submitted to State is complete and accurate. Grantee shall work with State staff to review project budgets, financial projections and other supporting documents to ensure that Grant Funds are responsibly expended and are used on projects that are necessary and feasible. Grantee shall allow State, or State's authorized agent, full on-site monitoring including site visits and inspections (if applicable), file review and administrative review to ensure compliance with requirements, no duplication of benefits occurred, that any long-term affordability requirements are met and all payments disbursed are eligible and reasonable. Grantee warrants that it has adequate procedures to detect fraud, waste and/or abuse in its programs and/or expenditures. If Grantee suspects or has knowledge of any waste, fraud and/or abuse of Grant Funds, Grantee shall immediately provide written notice to State of such waste, fraud and/or abuse and Grantee shall be liable to the State to repay/reimburse State for any waste, fraud and/or abuse of Grant Funds.
- 6.5 Prevention of Duplication of Benefits.** The CDBG-DR appropriation (Pub. L. 113-2), and the Stafford Act, direct that Beneficiaries of federal disaster assistance not receive duplication of benefits from any resources available to them between federal, state, local, and certain private sources.

6.5.1 Determine Maximum Eligible Benefit. Prior to awarding Grant Funds to Grantee, DOLA reviewed information submitted by the Grantee, pursuant to DOLA's Procedure to Prevent Duplication of Benefits (attached as **Exhibit F**). The Grant Funds awarded pursuant to this Grant do not exceed DOLA's determination of Grantee's unmet need for each Subproject.

6.5.2 Recapture and Reimbursement of Duplicative Benefits. Grantee acknowledges that the source and amount of any and all additional funds received for costs associated with the disaster will be reported to DOLA within 15 calendar days of receipt. If DOLA determines the additional funds to be duplicative, the Grant Funds will be reduced by and/or the Grantee will be required to repay any disbursed duplicative amount.

6.5.3 Subrogation. Grantee hereby assigns to the State all of Grantee's future rights to reimbursement and all payments received that are determined in the sole discretion of the State to be a duplication of benefits.

6.5.4 Completion Monitoring. Upon Substantial Completion of the Project, Grantee will report and certify to DOLA whether additional funds were received for disaster related expenses, the source, the amount, and date of receipt. If additional funds were received and DOLA determines they are duplicative, the Grantee must repay the duplicative amount to DOLA.

6.5.5 On-going Monitoring. One year after Substantial Completion of the Project, Grantee will report and certify whether additional funds were received for disaster related expenses, the source, the amount, and date of receipt. If additional funds were received that are determined to be duplicative, the Grantee must repay the duplicative amount to DOLA.

6.6 Reporting. Grantee shall submit the following reports to DOLA using the state-provided forms. DOLA may withhold payment(s) or take additional action described in §15 of the Grant Agreement, if such reports are not submitted timely. When there is a conflict between the reporting requirement in this section and the CDBG Guidebook, the stricter requirement shall prevail.

6.6.1 Pay Requests. Pay Requests are due in accordance with §5.6 of this Exhibit B.

6.6.2 Financial Status Report. This Report is due within 10 calendar days of the end of each quarter until the Project has been closed out with the State.

6.6.3 Performance Reports. The Project Performance Plan report for the Project shall be submitted within 10 calendar days of the end of each quarter until the Project has been closed out with the State.

6.6.4 Project Completion Report. Within 30 days of the earlier of termination or completion of the Project, the Grantee shall submit one copy of the Project Completion Report, and two copies of the final Financial Status Report.

6.7 Monitoring/Inspections. The State shall monitor this Grant in accordance with this Exhibit and §9 of the Grant Agreement.

6.7.1 Grantee. Prior to submitting a request for payment, Grantee must inspect as described below in §§6.7.1.1 through 6.7.1.2 and certify that it meets the requirements and standards of the Notices and the Action Plan. Grantee's payment request to DOLA must include documentation of inspection and approval.

6.7.1.1 For Planning: Grantee shall inspect planning documents for progress that is consistent with the Subcontractor invoice.

6.7.1.2 For hiring temporary Planning employees (supporting planning activities defined in 24 CFR §570.205): Grantee shall inspect a schedule of hourly rates, timesheets of the individuals signed by the employee

and supervisor, and bank records demonstrating payroll payments have been disbursed for the period of the Pay Request.

6.7.2 DOLA.

6.7.2.1 At its sole discretion, DOLA, or its authorized agent, may perform an inspection of the Work and/or Subject Property, as applicable, prior to release of requested payment.

6.7.2.2 Prior to Substantial Completion of the Project, DOLA or its authorized agent shall perform an inspection of the Work and/or Subject Property, and shall have access to all Grantee financial, administrative, and Beneficiary records related to the Project. Release of final payment shall be subject to acceptable completion of this monitoring, per §5.2, above.

- 6.8 Procurement Standards.** Selection of subcontractors and purchase of materials to accomplish a Project shall follow appropriate procurement standards as outlined in DOLA's CDBG Guidebook, *Financial Management* Section. If the standards in the CDBG Guidebook conflict with this Grant, the provisions of this Grant shall prevail. Procurement documentation shall be submitted to DOLA at the time of occurrence.
- 6.9 Environmental Requirements.** Grantee shall comply with all HUD and other federal environmental requirements and shall not obligate Grant Funds prior to compliance with all federal environmental requirements in 24 CFR Part 58 and receipt of the written release of funds from the State.
- 6.10 The Federal Funding Accountability and Transparency Act of 2006 as Amended 10/15/2010 (FFATA).** The Grantee and Subgrantee (if any) shall comply with all the requirements of the Federal Funding Accountability and Transparency Act in accordance with the provisions set forth in **Exhibit D**.
- 6.11 Program Income.** This Project shall or shall not generate Program Income.
For the purpose of these Grant Funds, Program Income is defined at §VI.17.a. of the "March Notice" and 24 CFR §570.500(a). This Project is not anticipated to generate Program Income; however, if it does, Grantee shall return such Program Income to DOLA on a calendar quarterly basis within 20 days of the end of such quarter. Grantee shall track and account for all Program Income in accordance with the requirements in the CDBG-DR Program Income Guidelines (available on DOLA's website) and 24 CFR 570.504.
- 6.12 Davis-Bacon Act.** This subsection is, or is not applicable.
Grantee shall comply with all the requirements set forth in 24 CFR §570.603 (Davis-Bacon Act). If applicable, the responsible party for oversight of compliance shall be designated in the PPP.
- 6.13 Section 3 of the HUD Act of 1968 and 24 CFR Part 135.** To the greatest extent feasible, the Grantee and Subgrantee (if applicable) will provide opportunities for training and employment that arise from this HUD-financed project, will give preference in hiring to persons whose income is equal to or less than 80% of Area Median Income (AMI), and will give preference in contracting to businesses owned in substantial part by persons, or that substantially employ persons, whose income is equal to or less than 80% of AMI in the Subproject area.

In addition, Grantee shall, to the maximum extent feasible, provide for the hiring of employees who reside in the vicinity, as such term is defined below herein, or contract with small businesses that are owned and operated by persons residing in the vicinity of such

projects. Note: This local hiring requirement does not replace the responsibilities of Grantee under Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR part 135, except to the extent the obligations may be in direct conflict. For the purposes of this Grant, "vicinity" is defined as each neighborhood identified by the Grantee and approved by the State as being the areas of greatest need. "Small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act.

- 6.14 Minority and Women Business Enterprises (24 CFR 570.506(g)(6)).** To the greatest extent feasible, the Grantee and Subgrantee (if applicable) will take affirmative steps to assure that minority business and women's business enterprises have an equal opportunity to obtain or compete for subcontracts to be paid with CDBG-DR funds.
- 6.15 Uniform Relocation Act (URA).** Grantee and Subgrantee are required to follow a URA Residential Anti-displacement and Relocation Assistance Plan when designing their programs in that obligations related to voluntary and involuntary property acquisition activities for vacant and abandoned property apply. Grantee shall follow the alternative relocation requirements associated with these Grant Funds, which are specified in the March Notice.
- 6.16 System of Award Management (SAM) and Data Universal Numbering System (DUNS).** In accordance with Section 3 of **Exhibit D (FFATA)** Grantee is required to register with the System of Award Management (SAM) and have an active registration in SAM in accordance with 2 CFR Part 25. Grantee shall provide its DUNS number to the State and shall update Grantee's information at least annually after the registration and more frequently if required by changes in Grantee's information.
- 6.17 Termination for Convenience.** In addition to the Remedies listed in §15 of the main Grant Agreement, this Grant may be terminated in whole or part as follows:
- 6.17.1** By the State with consent of the Grantee in which case the Grantee and State shall agree upon the termination conditions including the effective date and in the case of partial termination, the portion to be terminated.
- 6.17.2** By the Grantee upon written notification to the State, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the States determines that the remaining portion of the Grant will not accomplish the purposes for which the Grant was made, the State may terminate the Grant in its entirety.
- 6.18 Reversion of Assets**
- 6.18.1** Upon expiration of this Grant, Grantee shall transfer to the State any CDBG Funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG Funds. Any real property under the Grantee's control that was acquired or improved in whole or in part with CDBG funds (including CDBG Funds provided to the Grantee in the form of a loan) in excess of \$25,000 is either:
- A. Used to meet one of the national objectives in §570.208 (formerly §570.901) until five years after expiration of the Grant Agreement, or for such longer period of time as determined to be appropriate by the State; or
 - B. Not used in accordance with paragraph 6.18.1 (A) of this section, in which event the Grantee shall pay the State an amount equal to the current market value of the property less any portion of the value attributable to

expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the State. (No payment is required after the period of time specified in paragraph 6.18.1 (A) of this section.) [53 FR 8058, Mar. 11, 1988, as amended at 53 FR 41331, Oct. 21, 1988; 57 FR 27120, June 17, 1992; 60 FR 56915, Nov. 9, 1995; 68 FR 56405, Sept. 30, 2003]

6.19 Recapture and Repayment

6.19.1 Recapture Upon completion of the Project for which Funds were awarded, Grantee shall report and certify whether additional funds were received for disaster-related expenses, the amount, and when funds were received. If additional funds were received that are determined to be duplicative, the State shall recapture the total amount of additional funds received.

6.19.2 Repayment One year after completion of Project, for which Grant Funds were awarded, the Grantee must report and certify whether additional funds were received for disaster-related expenses, the amount, and when funds were received. If additional funds were received that are determined to be duplicative, the Grantee must repay the State the total amount of additional funds received.

6.20 Uniform Administrative Requirements.

Grantee agrees to comply with all applicable uniform administrative requirements as described in 24 CFR §570.502.

6.21 Other Program Requirements.

Grantee agrees to carry out each activity of this Project in compliance with all Federal laws and regulations described in 24 CFR §570, Subpart K except that:

- A. Grantee does not assume the State's environmental responsibilities described at §570.604.
- B. Grantee does not assume the State's responsibility for initiating the review process under the provisions of 24 CFR part 52.

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Exhibit C -Form of Option Letter

Date:	Original Grant CMS #:	Option Letter #	CMS Routing #
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1) OPTIONS:

- a. Option to issue a new Project Budget (§4.3 of the Project Scope of Work/Budget) for a Project Budget Line Item adjustment of §4.2.
- b. Option to issue a new Project Budget (§4.4.1 of the Project Scope of Work/Budget) for a Minor Budget Adjustment of §4.2.
- c. Option to issue a new Project Budget (§4.4.2 of the Project Scope of Work/Budget) for a True-up Budget Proposal of §4.2.

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

a. For use with Option 1(a): In accordance with §7(C) of the Original Grant referenced above between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and Contractor's Name ("Grantee") and §4.3 of the Project Scope of Work for _____ (the "Project SOW"), the State hereby approves the Line Item Proposal on the attached revised Project Budget for §4.2 of the Project SOW. Section 4.2 of the Project SOW of the Original Grant is hereby deleted and replaced with the attached §4.2. All references to §4.2 of the Project SOW in the Original Grant shall refer to the attached Exhibit. Project Budget Line Item adjustments shall not increase the Grant Funds for a Project. The total value of the Grant is unchanged.

b. For use with Option 1(b): In accordance with §7(C) of the Original Grant referenced above between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and Contractor's Name ("Grantee") and §4.4.1 of the Project Scope of Work for _____ (the "Project SOW"), the State hereby approves the Minor Budget Adjustment on the attached revised Project Budget for §4.2 of the Project SOW. Section 4.2 of the Project SOW of the Original Grant is hereby deleted and replaced with the attached §4.2. All references to §4.2 of the Project SOW in the Original Grant shall refer to the attached Exhibit. Minor Budget Adjustments shall not increase the Grant Funds for a Project. The total value of the Grant is unchanged.

For use with Option 1(c): In accordance with §7(C) of the Original Grant referenced above between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and Contractor's Name ("Grantee") and §4.4.2 of the Project Scope of Work for _____ (the "Project SOW"), the State hereby approves the True-up Budget Proposal on the attached revised Project Budget for §4.2 of the Project SOW. Section 4.2 of the Project SOW of the Original Grant is hereby deleted and replaced with the attached §4.2. All references to §4.2 of the Project SOW in the Original Grant shall refer to the attached Exhibit. True-up Budget Proposal adjustments shall not increase the Grant Funds for a Project. The total value of the Grant is unchanged.

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

STATE OF COLORADO
John W. Hickenlooper GOVERNOR
 Colorado Department of Local Affairs

By: Irv Halter, 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. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
 Janet Miks, CPA, Controller Delegate

Date: _____

EXHIBIT D – Supplemental Provisions for FFATA

State of Colorado
Supplemental Provisions for
Federally Funded Contracts, Grants, and Purchase Orders
Subject to
The Federal Funding Accountability and Transparency Act of 2006 (FFATA), As
Amended
Revised as of 3-20-13

The contract, grant, or purchase order to which these Supplemental Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these Supplemental Provisions shall control.

1. **Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.
 - 1.1. **“Award”** means an award of Federal financial assistance that a non-Federal Entity receives or administers in the form of:
 - 1.1.1. Grants;
 - 1.1.2. Contracts;
 - 1.1.3. Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
 - 1.1.4. Loans;
 - 1.1.5. Loan Guarantees;
 - 1.1.6. Subsidies;
 - 1.1.7. Insurance;
 - 1.1.8. Food commodities;
 - 1.1.9. Direct appropriations;
 - 1.1.10. Assessed and voluntary contributions; and
 - 1.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

Award **does not** include:

 - 1.1.12. Technical assistance, which provides services in lieu of money;
 - 1.1.13. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
 - 1.1.14. Any award classified for security purposes; or
 - 1.1.15. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).
 - 1.2. **“Contract”** means the contract to which these Supplemental Provisions are attached and includes all Award types in §1.1.1 through 1.1.11 above.
 - 1.3. **“Contractor”** means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
 - 1.4. **“Data Universal Numbering System (DUNS) Number”** means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet's website may be found at: <http://fedgov.dnb.com/webform>.

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- 1.5. **"Entity"** means all of the following as defined at 2 CFR part 25, subpart C;
 - 1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;
 - 1.5.2. A foreign public entity;
 - 1.5.3. A domestic or foreign non-profit organization;
 - 1.5.4. A domestic or foreign for-profit organization; and
 - 1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 1.6. **"Executive"** means an officer, managing partner or any other employee in a management position.
- 1.7. **"Federal Award Identification Number (FAIN)"** means an Award number assigned by a Federal agency to a Prime Recipient.
- 1.8. **"FFATA"** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the "Transparency Act."
- 1.9. **"Prime Recipient"** means a Colorado State agency or institution of higher education that receives an Award.
- 1.10. **"Subaward"** means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient's support in the performance of all or any portion of the substantive project or program for which the Award was granted.
- 1.11. **"Subrecipient"** means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term "Subrecipient" includes and may be referred to as Subgrantee.
- 1.12. **"Subrecipient Parent DUNS Number"** means the subrecipient parent organization's 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient's System for Award Management (SAM) profile, if applicable.
- 1.13. **"Supplemental Provisions"** means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act of 2006, As Amended, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institution of higher education.
- 1.14. **"System for Award Management (SAM)"** means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 1.15. **"Total Compensation"** means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year and includes the following:
 - 1.15.1. Salary and bonus;
 - 1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 1.15.4. Change in present value of defined benefit and actuarial pension plans;
 - 1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 1.16. **"Transparency Act"** means the Federal Funding Accountability and Transparency Act of 2006

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(Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.

- 1.17 **“Vendor”** means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.
2. **Compliance.** Contractor shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
3. **System for Award Management (SAM) and Data Universal Numbering System (DUNS) Requirements.**
 - 3.1. **SAM.** Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
 - 3.2. **DUNS.** Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor’s information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor’s information.
4. **Total Compensation.** Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
 - 4.1. The total Federal funding authorized to date under the Award is \$25,000 or more; and
 - 4.2. In the preceding fiscal year, Contractor received:
 - 4.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 4.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 4.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.
5. **Reporting.** Contractor shall report data elements to SAM and to the Prime Recipient as required in §7 below if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Supplemental Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in §7 below are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor’s obligations under this Contract, as provided in §2 above. The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at <http://www.colorado.gov/dpa/dfp/sco/FFATA.htm>.
6. **Effective Date and Dollar Threshold for Reporting.** The effective date of these Supplemental Provisions applies to new Awards as of October 1, 2010. Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award

amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.

7. Subrecipient Reporting Requirements. If Contractor is a Subrecipient, Contractor shall report as set forth below.

7.1 To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:

- 7.1.1 Subrecipient DUNS Number;
- 7.1.2 Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;
- 7.1.3 Subrecipient Parent DUNS Number;
- 7.1.4 Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
- 7.1.5 Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
- 7.1.6 Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.

7.2 To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:

- 7.2.1 Subrecipient's DUNS Number as registered in SAM.
- 7.2.2 Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. Exemptions.

- 8.1. These Supplemental Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 8.2. A Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.
- 8.3. Effective October 1, 2010, "Award" currently means a grant, cooperative agreement, or other arrangement as defined in Section 1.1 of these Special Provisions. On future dates "Award" may include other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.
- 8.4. There are no Transparency Act reporting requirements for Vendors.

9. Event of Default. Failure to comply with these Supplemental Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.

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Exhibit E - Federal Funding Accountability and Transparency Act (FFATA)
Data Report Form

**Reporting is required for initial awards of \$25,000 or more
or award modifications that result in a total award of \$25,000 or more.**

Information Field Definitions can be found in Exhibit D	Response
1. Grantee's DUNS Number:	033142332
2. Grantee's Legal Name:	Morgan County Government
3. Grantee's Parent DUNS Number: (Report ONLY if different from Grantee DUNS number)	
4. Location of Grantee Receiving Award: (Full street address, including City, State and Zip+4)	231 Ensign Street Fort Morgan, CO 80701
5. Primary Location of Performance of the Award: (City, State and Zip+4)	231 Ensign Street Fort Morgan, CO 80701
	Answer True or False
6. In the preceding fiscal year, Grantee received:	
a. \$25,000,000 or more in annual gross revenues from federal procurement contracts/subcontracts and/or federal financial assistance awards or sub-awards subject to the Transparency Act.	False
b. 80% or more of its annual gross revenues from federal procurement contracts/subcontracts and/or federal financial assistance awards or sub-awards subject to the Transparency Act.	False
c. The public does not have access to information about the compensation of its five most highly compensated Executives through periodic reports filed through the Securities Exchange Act of 1934 or the IRS.	False

An answer to question 7 is required ONLY when all answers to questions 6 are true.

7. Names and total compensation of the five (5) most highly compensated Executives for the preceding fiscal year:

Print Name	Compensation Amount
Bruce O. Bass	\$76,272.00
Karol Lee Kopetzky	\$74,032.00
David W. Bute	\$72,436.00
Michelle R. Covelli	\$71,520.00
Larry J. King	\$70,692.00

By signing below, I certify the information contained in this report is complete and accurate to the best of my knowledge.

Michelle R. Covelli
Signature of Responsible Administrator

9/8/16
Date

EXHIBIT F
PROCEDURE TO PREVENT DUPLICATION OF BENEFITS

For activities carried out by subrecipients, the designated administrator of the activity will be contractually required to complete this procedure and submit documentation for review before the responsible State agency will release payment.

PROCEDURE

- a. Prior to assistance
 - i. Identify total need
 - 1. Determine the specific purpose for the CDBG-DR request
 - 2. Total need will be determined by project type (e.g. homeowner rehabilitation cost estimate, infrastructure reconstruction cost estimate). The total need must be documented.
 - 3. All costs included in total need must be reasonable and necessary.
 - ii. Identify all other potentially duplicative sources of funding received and reasonably anticipated
 - 1. For individuals as well as entities, the application for assistance will require documentation for all sources of funding received or reasonably anticipated, and certification that all assistance is reported.
 - 2. 3rd party verify when possible (FEMA, SBA)
 - iii. Determine which funding sources to include in and exclude from unmet need calculation (based upon guidance in Fed. Reg. 71,060 – 71,066 (November 16, 2011)) and deduct assistance determined to be duplicative
 - iv. Apply program cap, if applicable
 - v. Arrive at maximum award
 - vi. Execute grant/loan agreement with recipient, including provision that all additional funds received will be reported to the State or subrecipient program administrator within 15 calendar days. If the additional funds are determined to be duplicative, the award will be reduced and/or the recipient will be required to repay any disbursed duplicative benefit.
- b. Upon completion of activity for which funds were awarded
 - i. Require recipient to report and certify whether additional funds were received for disaster-related expenses, the amount, and when funds were received. If additional funds were received that are determined to be duplicative, require repayment.
- c. One year after completion of activity for which funds were awarded
 - i. Require recipient to report and certify whether additional funds were received for disaster-related expenses, the amount, and when funds were received. If additional funds were received that are determined to be duplicative, require repayment.

RESPONSIBLE PERSONNEL

- a. The Department of Local Affairs, Executive Director's Office
 - i. CDBG DR Program Manager – overall program management
 - ii. Accounting and Financial Services – fiscal control

- iii. Communications

- b. Economic Development
 - i. Office of Economic Development and International Trade
 - 1. Economic development specialist – initial calculation and follow-up
 - ii. Colorado Department of Agriculture
 - 1. Program manager – initial calculation and follow-up

EXHIBIT G – PROJECT PERFORMANCE PLAN

Funding: CDBG-DR	Name of Grantee Morgan County	
Project Number: P16-042	Name of Project Morgan County - South Platte Master Plan	
DESCRIPTION OF PROJECT:	The South Platte River Master Plan will guide Morgan, Washington, Logan and Sedgwick counties towards prioritization and implementation of stream rehabilitation and restoration projects that protect life and property from flood hazards. The ultimate result of this master planning effort and subsequent project implementation is increased resiliency in each community, in the local economies, and in the South Platte river system through these 4 counties.	
DOLA Staff: Tim Katers- CDBG-DR Resilience Planning Program Manager, (303) 864-7888, (tim.katers@state.co.us)		
MILESTONES – Grantee shall...		
Release Request for Proposals (RFP).	By: Within 60 days of the Effective Date of this Grant Agreement.	STATE ROLE- DOLA shall... Assist Grantee with RFP process as necessary. Provide feedback to Grantee identifying issues or concerns, if any.
Hire Consultant.	Within 120 days of the Effective Date of this Grant Agreement.	Review selection and award documentation, and copy of subcontract(s) and/or sub-grant(s) for project file. Provide feedback to Grantee identifying issues or concerns, if any.
Consultant Begins work on Project	November 1, 2016	Monitor progress reports from the Grantee. Help Grantee identify if/when a Grant Agreement amendment is needed. Provide feedback to Grantee identifying issues or concerns, if any.
Draft South Platte River Master Plan	September 1, 2017	Review draft of Flood Control Facility Master Plan. Provide feedback to Grantee identifying issues or concerns, if any.
Complete final deliverables and South Platte River Master Plan.	December 31, 2017	Review final report. Provide feedback to Grantee identifying issues or concerns, if any.
		ACHIEVED: <u>MM/DD/20YY</u>

<p>Submit quarterly progress reports, which includes: Project Performance Plan accomplishments and a Financial Summary Report for:</p> <p>3rd Quarter 2016 4th Quarter 2016 1st Quarter 2017 2nd Quarter 2017 3rd Quarter 2017 4th Quarter 2017</p> <p>Progress shall be evaluated by the Grantee and documented and included at least upon submittal of Quarterly Progress Reports. Such evaluation shall consist of at least the following monitoring method:</p> <p>a) Question and answer sessions with the Consultant to confirm understanding by all parties as to the nature of the Work and how far along it should be dependent upon the Quarter under review. Specifically, such sessions will determine if:</p> <p>i) A percentage of the South Platte Master Plan has been developed as per agreed time-line as would be expected under this Grant and described in Exhibit B.</p>	<p>(10 calendar days after each quarter):</p> <p>October 10, 2016 January 10, 2017 April 10, 2017 July 10, 2017 October 10, 2017 January 10, 2018</p>	<p>Review documents and provide follow up technical assistance as necessary.</p> <p>If needed, respond to a request for training within 10 days.</p>	<p>ACHIEVED: <u>MM/DD/20YY</u></p> <p>ACHIEVED: <u>MM/DD/20YY</u></p> <p>ACHIEVED: <u>MM/DD/20YY</u></p> <p>ACHIEVED: <u>MM/DD/20YY</u></p>
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<p>Submit Pay Requests including supporting documentation of expenses. Pay requests are recommended to be submitted on a monthly basis. Pay requests must be submitted at a minimum quarterly basis. Supporting documentation must be included in all pay requests.</p>	<p>Recommended monthly. Required 10 calendar days after each quarter.</p>	<p>Review backup documentation and proof of payment prior to approving pay request. Reimbursement should not exceed pro rata share.</p>	<p>ACHIEVED: <u>MM/DD/20YY</u></p>
<p>Submit the Project Final Report to DOLA within 30 days after Project Completion. Project Final Report must be completed prior to the expiration of this Grant Agreement</p>	<p>January 30, 2018</p>	<p>Process the Final Report, final payment and de-obligate any remaining Grant Funds within 30 days of receiving a complete Project Final Report.</p>	<p>ACHIEVED: <u>MM/DD/20YY</u></p>

QUARTERLY QUESTIONS

List Reimbursement Requests for the three months being reported on:

Month January Amount

Month January Amount

Month January Amount

Were any months "zero payment" (no costs incurred) during this quarter? If so, please provide an explanation.

What are the forecasted costs for the next quarter?

Are the budget lines still adequate? Is a contract amendment needed at this time? Are there any anticipated concerns or issues?

Do you foresee any potential problems meeting the Grant Agreement completion deadline?

Were previously identified problems (if any) corrected? Was a budget adjustment needed/done to address the problem(s)?