



**MEETING OF THE BOARD OF COUNTY COMMISSIONERS
BOULDER COUNTY
AGENDA**

Tuesday, January 25, 2022, 10:30 a.m.

Tuesday, January 25, 2022, 11:30 a.m.

Virtual BOCC Meeting

This agenda is subject to change. Please call ahead to confirm an item of interest (303-441-3500). Meetings are held in the Third Floor Hearing Room, County Courthouse, 1325 Pearl Street, Boulder. Public comments are taken at meetings designated as Public Hearings. Meetings and hearings on this agenda are open to the public.

For special assistance, contact our ADA Coordinator (303-441-3525) at least 72 hours in advance. Please note: The County Commissioners' Office is conducting all business remotely under current COVID-19 restrictions. We apologize for any inconvenience this may cause. Virtual Public Meeting and Hearing information can be found at <https://boco.org/Meeting-Portal>.

(Virtual Meeting using Zoom webinar – Publicly Accessible) More information on virtual meetings can be found in the Open Meeting Portal agenda packet located here: www.boco.org/BOCC-Agendas.

Pages

1. CALL TO ORDER

Note: The County Commissioners may have meetings with local, state and federal officials involved with response and recovery from the Marshall Fire at various times and in various locations, often with very short notice, in addition to the meetings included on this Advance Agenda.

Business Meeting

Link: <https://boco.org/Business-Meeting>

Call-in information: 1-833-568-8864, Webinar ID: 160 688 0609

2. COMMISSIONERS' CONSENT ITEMS

- 2.a. Parks & Open Space Department: SOQ #7286-21, Open Space Maintenance, Repair, and Construction Rental Equipment
The evaluation committee recommends awarding SOQ #7286-21, Parks and Open Space Department Maintenance, Repair, and Construction Rental

Equipment, to all vendors who submitted a proposal, not to exceed \$350,000.00.

Company Names

4Rivers Equipment, Ryan Nielsen, 3763 Monarch St., Frederick, CO 80516
H&E Equipment Services, Inc., Local - 2240 E I-25 Frontage Rd, Erie, CO 80516
Headquarters - 7500 Pecue Ln., Baton Rouge, LA 70809
Power Motive Corporation, 5000 Vasquez Blvd., Denver, CO 80216
Wagner Equipment Company, Inc., Wagner Rents, 18000 Smith Rd., Aurora, CO 80011
Ahern Rentals, Inc., 1401 Mineral Avenue, Las Vegas, NV 89106
Honnen Equipment Co., 5055 East 72nd Ave., Commerce City, CO 80022
United Rentals (North America), Inc., 100 First Stamford Place, Suite 700, Stamford, CT 06902

- 2.b. Sheriff's Office: Behavioral Health Amended Grant (21 IHJA 154547) 7
Office of Behavioral Health Amended grant no. 21 IHJA 154547 adding Exhibit
F - Subrecipient Provisions allowing the state to be in compliance with SB 21-
137 American Rescue Plan Act.
- 2.c. Housing & Human Services: 2022 HHS Task Order Contract 2022-03 with 10
Sister Carmen Community Center, Inc. (NTE \$485,095)
Task Order Contract to support Sister Carmen Community Center, Inc. (SCCC)
as a Family Resource Center (FRC) and its role in facilitating increased
coordination, universal assessment, and case management practice as part of the
Family Resource Network (FRN) and the Boulder County Integrated Services
Delivery Model of Care (ISDMC).

3. COMMISSIONERS' DISCUSSION ITEMS

- 3.a. Community Services Department: IGA with the City of Lafayette Police 24
Department
City of Lafayette Police Department Intergovernmental Agreement (IGA) for
Co-Responder Services in 2022 (\$210,814) & 2023 (\$418,371.53). The
Lafayette Police Officers and a behavioral health specialist (Co-Responder)
respond together to calls for service that may involve mental health, substance
use, death of a loved one, or some type of crisis. On scene, the team works not
only to de-escalate the situation but also to provide behavioral health screening
and assessment, call disposition planning, and referral or linkage to needed
services.
- 3.b. County Attorney's Office: Quitclaim Deed from the County of Boulder to 38
Heather Ralston for Jerry's Lake
Requesting that the board execute the Quitclaim Deed from the County of
Boulder to Heather Ralston for Jerry's Lake.
- 3.c. Public Works Department: Highway Users Tax Fund (HUTF) 41
Boulder County Transportation has prepared the attached Highway Users Tax
Fund (HUTF) annual submission form for Commissioner review, approval, and
signature. The HUTF program requires each Colorado jurisdiction to update the
CDOT database on number, length, and width of roads maintained by the

jurisdiction on December 31 of each year. Reported mileage and widths are used to determine the amount of HUTF funds distributed for the following year. The attached form shows a total of 631.495 miles of eligible roads as of 2021 for which the County has maintenance responsibility.

3.d. Sheriff's Office: DOLA Grant Application 47
Grant application with the Colorado Department of Legal Affairs (DOLA) requesting funds for mental health services for deputies with the Boulder County Sheriff's Office. DOLA requires commissioner approval prior to submission of grant application due 1/28/2022.

3.e. Parks & Open Space Department: Conservation Easement - Johnstone Farm 5E 5W Property 50
Boulder County proposes to accept a conservation easement over and across the 45-acre Johnstone Farm (Parcels 5E and 5W) property.

3.f. Office of Financial Management: Ratification of former Chair Jones' 01/07/22 Signature on a 2022 budget transfer related to the Marshall Fire (\$250,000) 62
Ratification of Commissioner Matt Jones' January 7, 2022 signature on a 2022 budget transfer in the amount of \$250,000 out of the General Fund (Fund 101) appropriation CO22 (General Administration) to the Disaster Recovery Fund (Fund 135) appropriation FR13 (GF Emergency Response Recovery.)

These funds were a part of the 2022 adopted budget as part of the county's ongoing effort to build fund balance for countywide disasters. Due to the Marshall fire, the timing for moving the funds now into the Disaster Recovery Fund is critical to account for county staff who are responding to the event.

3.g. Office of Financial Management: Ratification of Chair Loachamin's 01/13/22 Signature (Elevations Foundation, Inc.) 67
Ratification of Chair Loachamin's January 13, 2022 signature on a Letter of Understanding for distribution of funds received by Elevations Foundation, Inc., related to the December 2021 Marshall fire tragedy in Boulder County, Colorado

Boulder County has received two donations (from Elevations Foundation \$1,033,962, and the Community Foundation \$1,544,650) in the total amount of \$2,588,612 to assist residents who were directly impacted by the Marshall Fire. This amendment is to recognize the revenue and expenditures related to those donations in our Disaster Recovery Fund (Fund 135) appropriation FR13.

Budget amendment in the amount of \$2,588,612 to the Disaster Recovery Fund (Fund 135) appropriation FR13 (GF Emergency Response Recovery.)

4. AUTHORIZATION FOR EXECUTIVE SESSION

Authorization for the Board of County Commissioners to go into Executive Session at 11:00 a.m. on Wednesday, January 26th with Ben Pearlman, County Attorney, pursuant to CRS 24-6-402(4)(b) Legal Advice.

5. **BOULDER COUNTY HOUSING AUTHORITY Executive Session (if needed)**

6. **PARKS & OPEN SPACE Executive Session (if needed)**

7. **SCHEDULING AND COMMUNICATIONS**

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Docket SE-21-0008: Gebhardt Boundary Line Adjustment has been TABLED INDEFINITELY. The Board of County Commissioners was scheduled to hear this docket on February 1, 2022 at 1:30 p.m.

8. **CONFIRMATION OF EXECUTIVE SESSION TOPICS**

Confirming Executive Session topics since the last Commissioners' Business Meeting.

The Commissioners held an Executive Session on Wednesday, January 19, and the following topics were discussed:

1. Commissioner public meetings requirements

2. Marshall Fire debris and rebuilding issues

9. **11:30 a.m. PUBLIC MEETING - HEAD START DIVISION**

Community Services Department: Monthly Report from the Head Start division.

More information on virtual business meetings can be found in the Open Meeting Portal agenda packet at: <https://boco.org/Meeting-Portal>

Attendee Link: <https://boco.org/BOCC-Head-Start>

Call-in information: 1-833-568-8864, Webinar ID: 161 791 3069

9.a. Boulder County Head Start January Report

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Monthly Boulder County Head Start report for the month of January, including enrollment, attendance, financials and any other OHS required information.

PUBLIC HEARINGS AND MEETINGS

10. **1:00 p.m. BOULDER COUNTY HOUSING AUTHORITY**

This is a general update to the Board of County Commissioners. (Public testimony taken; no action)

More information on virtual meetings can be found in the Open Meeting Portal agenda packet at: <https://boco.org/Meeting-Portal>.

Attendee Link: <https://boco.org/BOCC-BCHA>

Call-in information: 1-833-568-8864, Webinar ID: 161 621 9666

10.a. Boulder County Housing Authority: Updates

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Boulder County Housing Authority presents the Boulder County Commissioners with updates.



Boulder County Purchasing

Downtown Courthouse • 1325 Pearl Street • Boulder, Colorado 80302 • 303.441.3525
Mailing Address: P.O. Box 471 • Boulder, Colorado 80306 • www.bouldercounty.org

SOQ ANALYSIS AND RECOMMENDATION

Requesting Department: Parks and Open Space

SOQ Title: Parks and Open Space Department
Maintenance, Repair, and Construction Rental
Equipment

SOQ No.: 7286-21

SOQ Opening Date: December 28, 2021

No. of Vendors Contacted: 106

No. of Minority Owned, Women Owned,: 20

Disadvantaged, Veteran Owned Vendors Contacted

This SOQ has been posted in accordance with County Policy.

Evaluated by:

Andy Tyler, Trails Supervisor, Parks and Open Space
Jeff Cox, Grounds Supervisor, Parks and Open Space
Will Towle, Buildings & Historic Preservation Supervisor, Parks and Open Space

Bid Responses:

Company Name
4Rivers Equipment, Ryan Nielsen, 3763 Monarch St., Frederick, CO 80516
H&E Equipment Services, Inc., Local - 2240 E I-25 Frontage Rd, Erie, CO 80516 Headquarters - 7500 Pecue Ln., Baton Rouge, LA 70809
Power Motive Corporation, 5000 Vasquez Blvd., Denver, CO 80216
Wagner Equipment Company, Inc., Wagner Rents, 18000 Smith Rd., Aurora, CO 80011
Ahern Rentals, Inc., 1401 Mineral Avenue, Las Vegas, NV 89106
Honnen Equipment Co., 5055 East 72nd Ave., Commerce City, CO 80022
United Rentals (North America), Inc., 100 First Stamford Place, Suite 700, Stamford, CT 06902

Recommendation:

The evaluation committee recommends awarding SOQ #7286-21, Parks and Open Space Department Maintenance, Repair, and Construction Rental Equipment, to all vendors who submitted a proposal.

Vendors will be selected for each project based upon rental equipment fee, availability of equipment, vendor rental terms, and delivery/transport fees; low usage or smaller equipment will be selected from vendors nearest to vicinity of project site. All Purchasing Policies will be adhered to.

Boulder County reserves the right to negotiate rental rates on individual pieces of equipment based on availability, time of year, hours of usage or other factors. Boulder County will reject rental equipment that is judged to be in poor condition or have limited operability.

Not to exceed: \$350,000.00

Contract Required: ☐ Yes ☒ No (materials)

Account Code:

_____/_____
Department Date

I certify this SOQ has been conducted in accordance with Boulder County policy. Purchasing makes no representation regarding the evaluations or recommendations contained in this analysis.

_____/_____
Purchasing Date

Comments:

_____/_____
Chair, Board of Commissioners Date

Attest: _____/_____
Clerk to the Board Date

Date of Board Action:

NON-PROCUREMENT DOCUMENTS ONLY

ROUTING COVER SHEET

Document Details	
Document Type	Grant Agreement
Parties	
County Contact Information	
Boulder County Legal Entity	Boulder County
Department	Sheriff
Division/Program	Jail
Mailing Address	3200 Flatiron Pkwy, Boulder CO
Contract Contact	Tim Oliveira; toliveira@bouldercounty.org
Invoice Contact	sheriffinvoices@bouldercounty.org
Other Party Contact Information	
Name	Colorado Office of Behavioral Health
Mailing Address	3824 W Princeton Cir, Denver CO 80236
Contact 1- Name, title	Athene Pappos; Contracts Administrator III
Contact 1- email	athene.pappos@state.co.us
Contact 2	
Term	
Start Date	upon Signature
Expiration Date	June 30, 2022
Brief Description of Work/Services Provided	
Amendment to add Exhibit F, SLFRF Subrecipient Provisions - CDHS for the SB 21-137 American Rescue Plan	
Revenue Contract/Lease Details	
Amount	
Fixed Price or Not-to-Exceed?	
Grant Details	
Award # (if any)	22 IHJA 173135
Signature Deadline	

NON-PROCUREMENT DOCUMENTS ONLY

Project/Program Name	
Project/Program Start Date	
Project/Program End Date	
Capital or Operating?	
Grant Funding	
Amount: Federal Funds	
Amount: State Funds	
Amount: Other (specify)	
Amount: Match (dollars)	
Amount: Match (in-kind)	
Total Project Budget	0
Account String	
Federally Funded Grants	
Federal Program Name	
CFDA #	
Subrecipients	
Name(s)	
Services to be Provided	
Subaward Amount	
Subcontractors	
Name(s)	
Services to be Provided	
Subcontract Amount	
FileNet Contract Details - Details should precisely match search variables in File Net (Only required where Original Agreement is stored in File Net)	
Other Party Name	
Start Date	
End Date	
Amount	

NON-PROCUREMENT DOCUMENTS ONLY

Notes*Additional information not included above***DocuSign Approvals (Initials):**_____ **Paralegal** (if required)*CA*_____ **County Attorney** (if required) ^{KH}_____ **Risk Management** (if required)*MD*_____ **Finance** (if required)*RS*_____ **EO/DH** (if required)

TASK ORDER CONTRACT 2022-03

DETAILS SUMMARY	
Task Order OFS Number	301674
Master Contract Details	
Master Contract OFS Number	N/A
Master Contract Effective Date	January 06, 2015 and amended on December 05, 2017
County Contact Information	
Boulder County Legal Entity	Boulder County ("County")
Department	Housing and Human Services ("BCDHHS")
Division/Program	IMPACT Care Management Division
Mailing Address	P.O. Box 471, Boulder, CO 80306
Contract Contact	Rory Thomes, Community Investments Manager rthomes@bouldercounty.org HHScontracts@bouldercounty.org
Invoice Contact	HHSaccountingoffice@bouldercounty.org and rthomes@bouldercounty.org
Contractor Contact Information	
Contractor Name	Sister Carmen Community Center, Inc. ("SCCC")
Address	655 Aspen Ridge Drive, Lafayette, CO 80026
Contact	Suzanne Crawford, Chief Executive Officer
Contact Email	suzanne@sistercarmen.org
Task Order Term	
Start Date	January 01, 2022
Expiration Date	December 31, 2022
Task Order Amount	
Contract Amount	\$485,095 Not-to-Exceed
Brief Description of Work	
To support Sister Carmen Community Center (SCCC) as a Family Resource Center (FRC) and its role in facilitating increased coordination, universal assessment, and case management practice as part of the Family Resource Network (FRN) and the Boulder County Integrated Services Delivery Model of Care (ISDMC).	
Contract Documents	
Exhibit A – Statement of Work Exhibit B – Payment and Reporting Requirements Exhibit C – ISDMC Practice Model Exhibit D – Program Level Report	
SECTION BELOW IS FOR COUNTY INTERNAL USE ONLY	
Purchasing Details	
Bid Process Used	New Task Order to Master for 2022
COVID-19 Related?	No
Internal Notes	
PO	New PO
Chart of Accounts String	
Master Contract	See supporting documents

THIS TASK ORDER CONTRACT ("Task Order Contract" or "Contract") to the above-referenced Master Contract ("Master Contract") is entered into by and between the Board of County Commissioners on behalf of the County of Boulder, State of Colorado, a body corporate and politic, for the benefit of the Department of Housing and Human Services ("County" or "BCDHHS") and Sister Carmen Community Center, Inc. ("Contractor" or "SCCC"). County and Contractor are each a "Party," and collectively the "Parties."

GENERAL PROVISIONS

The following clauses apply to this Task Order Contract. To the extent that other provisions of this Task Order Contract provide more specificity than these general clauses, the more specific provision shall control. In the event of a conflict between the terms of the above-referenced Master Contract and this Task Order Contract, the terms of the Master Contract shall control.

1. Incorporation: The **Details Summary** is incorporated into this Task Order Contract. The above-listed **Contract Documents** are incorporated into this Task Order Contract by reference, except to the extent that the Proposal, if any is incorporated, contains any obligations placed upon County and not otherwise contained in this Contract. The Master Contract detailed above, and any amendments thereto, are further incorporated herein by this reference and made a part hereof as if fully set forth herein.
2. Master Contract: This Task Order Contract is being entered into pursuant to the terms and conditions of the Master Contract and any amendments thereto. This Task Order Contract shall be governed in all respects by the Master Contract. The Parties agree that all work shall be performed in accordance with the Master Contract. County, in its sole discretion, may elect to extend the term of this Task Order Contract. In the event the County elects to exercise this right, it shall send notice to Contractor, pursuant to the Notices section of the Master Contract, of County's intent to extend the term of the Task Order Contract. The notice shall set forth the length of the extension. Any extension hereunder shall not entitle Contractor to additional compensation beyond the **Task Order Amount** set forth above.
3. *[For Contracts that require employees of Contractor to routinely perform more than fifteen (15) hours per month of county work in a county building.]* COVID-19 Vaccine Requirement for Certain Contractors/Vendors/Subrecipients of the County: On September 28, 2021, the Boulder County Board of Commissioners adopted a COVID-19 vaccine requirement policy that applies to, as relevant here, all employees of independent contractors of the county that perform county work in a county facility. For purposes of this policy, "perform work in a county facility" means any employee of an independent contractor that routinely performs more than fifteen (15) hours per month of county work that takes place in or on a county facility/property. Under the county's COVID-19 vaccine requirement policy, these individuals are required to receive a COVID-19 vaccine unless a reasonable accommodation based on medical reasons or due to a sincerely held religious belief is requested and approved. The policy requires that, by December 1, 2021, all individuals to which the policy applies must be fully vaccinated and submit proof of vaccination or have an approved reasonable accommodation in place. Therefore, beginning December 1, 2021, any employees of Contractor/Vendor/Subrecipient that perform county work in a county facility must be in compliance with the County's vaccine requirement policy unless

Contractor/Vendor/Subrecipient can show proof that it is in compliance with its own COVID-19 vaccine requirement policy or is required by local, state, or federal law or regulation to be compliant with a COVID-19 vaccine requirement policy.

4. Work to be Performed: Contractor, in accordance with the terms and conditions of the Master Contract and this Task Order Contract, shall perform and complete, in a timely and satisfactory manner, all work items described in the **Contract Documents**.
5. Payment for Work Performed: In consideration of the Work performed by Contractor, and subject to conditions contained in this Contract, County will pay an amount not to exceed the **Task Order Amount** to Contractor in accordance with the **Contract Documents**.
6. Invoicing: Contractor will promptly provide a copy of its Form W-9 and invoice template to County upon request. Contractor must submit an invoice to the County by the twentieth (20th) day of the month following completion of the Work. All invoices submitted require the following components: Contractor's name and address (submitted W-9 address must match remit address), detailed description of services, dates of services, itemization of labor and materials costs, "Bill to: Boulder County" language, payment remittance address, payer, name and address, date of invoice, unique invoice number, and total amount due. Contractor must send all completed invoices to the **Invoice Contact** in the **Details Summary**. Email delivery is preferred by the County. Failure to submit invoices in a timely manner and in accordance with the terms of this Contract may cause a delay in payment. County may recoup any damages incurred because of Contractor's failure to submit invoices pursuant to the terms of this paragraph. County's acceptance or payment of an invoice will not constitute acceptance of any Work performed under this Contract.
7. Contract Modifications: This Task Order Contract may only be amended upon mutual written agreement of the Parties.
8. Standard of Performance: In addition to the terms and conditions of the Master Contract, the conditions, provisions, and terms of any Request for Proposals (RFP) incorporated herein, if applicable, establishes the minimum standard or performance that Contractor must meet under this Task Order Contract. If Contractor's Proposal, if incorporated herein, or the Scope of Work establish or create standards of performance greater than those set forth in the RFP, then Contractor shall also meet those standards of performance under this Task Order Contract.
9. Survival of Terms: Upon expiration or termination of this Task Order Contract, the obligations which by their nature are intended to survive expiration or termination of this Task Order Contract, will survive.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed and entered into this Task Order Contract as of the latter date indicated below.

SIGNED for and on behalf of Contractor	
Signature:	Date:
Name:	Title:
SIGNED for and on behalf of Boulder County	
Signature:	Date:
Name:	Title:
Attester Signature:	Date:
Name:	Title:
Approved as to Content and Form:	Date:

EXHIBIT A STATEMENT OF WORK

1. PROJECT DESCRIPTION

Boulder County Department of Housing and Human Services (BCDHHS) and Contractor seek to ensure a broad range of community-based, participant-driven, and culturally sensitive early intervention and prevention services are available in the geographic service area for Contractor in Boulder County, including East Boulder County, which includes Lafayette, Louisville, Superior and Erie (in Boulder County). These values are characteristics of Family Resource Centers (FRCs), which target services across the Social Determinants of Health in partnership with participants to support their movement towards self-reliance. Planning, practice, and outcomes for FRCs are guided by the Strengthening Families framework and the Standards of Quality for Family Strengthening and Support.

Boulder County's FRCs serve as key agencies in the County's Family Resource Network (FRN) whose mission is to create a fully integrated system of service delivery, organized through a county-wide governance structure comprised of citizens, schools, community-based entities, and city/county government.

This Task Order Contract funds a broad range of front-end, early intervention and prevention services that support individuals and families. Services are provided following practices and principles of the Boulder County Integrated Services Delivery Model of Care (ISDMC) and include case management and service linkage, family engagement, assessment and referral, motivational interviewing, case plan development, and home visitation.

2. PERFORMANCE RESPONSIBILITIES AND DELIVERABLES

The Contractor, in accordance with the terms and conditions in the Master Contract and this Task Order Contract, shall provide, in a timely and satisfactory manner, the following services:

- A. Contractor shall serve as a participant-friendly, integrated community hub.
- B. Contractor shall provide case management/advocacy services in partnership with participants as outlined in the ISDMC Practice Model (Exhibit C). This includes primary case management and assessment that includes facilitated referral and service linkage, family engagement, and follow up.
- C. Contractor shall provide a broad range of best-practice prevention and early intervention services across the Social Determinants of Health that supports individuals' and families' efforts toward self-reliance in core areas that affect stability including housing, employment and income, food and nutrition, health, safety, and, education.
- D. Contractor agrees to utilize the Colorado Family Support Assessment (CFSA 2.0) and accompanying practice standards for participants receiving on-going case management, defined as at least one visit or more for three months or more. The CFSA 2.0 shall be conducted in accordance with the guidelines outlined in the Family Resource Center Association (FRCA) and the ISDMC Practice Model (Exhibit C).
- E. Contractor shall provide and/or link individuals and families to services that respond to identified community needs and address emerging needs on the full age continuum to include parenting skill training, employment training, mental health supports, childcare, assistance with basic economic needs, and housing. Where possible, practices and services should be promising practices, research-informed, and/or evidence-based.
- F. Contractor shall provide strengths-based supervision per ISDMC Community of Practice related to services for participant direct needs and administration of the program.
- G. Contractor shall provide a continuum of direct, interactive services to participants in need

- of or at risk for higher end services or intervention (child welfare, homelessness) or will assist in brokering these services on behalf of the participants it serves.
- H. Contractor shall co-locate a Mental Health Partners (MHP) community-based clinician. Contractor shall meet with MHP community-based clinician to appropriately refer participants for short-term, solution-focused mental health services and staff current cases shared between community-based clinician and case managers.
 - I. Contractor will provide parent education resources to support parents caring for children by utilizing best, promising, or evidence-based practices such as BCDHHS Nurturing Parenting program.
 - J. Contractor will offer assistance to 100% of participants in creating a BCC account and encouraging its use to access case information, complete required actions, and upload necessary documents.
 - K. Contractor will offer support to 100% of eligible participants in screening for and enrolling in self-reliance benefits utilizing the CO PEAK online application, including screening for eligibility for health insurance under the Affordable Care Act (ACA).
 - L. As needed, Contractor will work collaboratively with BCDHHS staff to develop and distribute culturally appropriate marketing materials that work to destigmatize access to and enrollment in public assistance benefits.
 - M. Contractor shall ensure that participant-facing staff attend CS101 training sponsored by BCDHHS on public benefits, BCC and PEAK. CS101 trainings will be offered quarterly. BCDHHS recommends sending new participant-facing staff to a training during their first six months and other employees as needed for refreshers.
 - N. Contractor agrees to provide space for BCDHHS staff for enrollment in public benefits programs and for Family and Children Services (FCS) community-based family meetings (team decision-making meetings), when and if applicable.
 - O. Contractor shall partner with BCDHHS staff in the implementation of the FRN, a two generational approach that seeks to develop a regional, integrated system of service delivery in partnership with schools, community-based organizations, city/county government, and ISDMC, a regional initiative focused on matching the appropriate level of service and support to participants through universal assessments, shared data systems, and evidence-based practices. This shall include:
 - a. Co-planning and facilitating monthly Local Area Collaborative meetings in partnership with BCDHHS staff to identify local services and needs, review referral processes, and track progress on collective outcomes with key service providers in Boulder.
 - b. Informing and supporting ISDMC through participation in the implementation and evaluation of the mid-level case management practice and co-creating a navigation approach.
 - P. Contractor shall ensure its staff are trained in The Standards of Quality for Family Strengthening and Support. The Standards of Quality for Family Strengthening and Support provides a framework for best practice that promotes family supports and a common language around family development work. Additionally, the Standards of Quality for Family Strengthening and Support provides an evaluation tool that includes methodology to monitor quality assurance and measure organization capacity.
 - Q. Contractor shall take necessary steps to provide services virtually and/or adhere to current public health COVID-19 restrictions and guidelines throughout the Contract term for services provided in-person. If Contractor is unable to provide services safely to meet client needs due to the public health restrictions, Contractor shall notify BCDHHS within 30 days.

3. TARGET POPULATION

The target population includes all individuals and families at risk in the Contractor's geographic service area for Boulder County, including East Boulder County, which includes Lafayette, Louisville, Superior and Erie (in Boulder County). Contractor shall ensure that priority for services is provided to individuals and families within geographic service area who are at high risk or have unmet needs.

4. REFERRALS FOR SERVICE

- A. Contractor agrees to accept and prioritize referrals from BCDHHS (Family & Children Services, Community Support, Case Management & Community Outreach, IMPACT Care Management, and Housing divisions) and Boulder County Community Services, Area Agency on Aging and Workforce Boulder County for families needing services but not eligible or appropriate for BCDHHS or other county services.
- B. Contractor agrees to work collaboratively with BCDHHS and other community partners to decrease the "eligible but not enrolled" population by working to ensure participants are enrolled in all self-reliance benefits for which they are eligible to receive.
- C. Contractor shall track referrals to supportive services using BCC referral feature, including referrals to intra-agency services.

5. MEETINGS AND COMMUNICATIONS

- A. BCDHHS and Contractor shall meet as needed to evaluate Contract usage and program effectiveness that may include:
 - i. Recommendations for modifications in the scope of services for this Task Order Contract;
 - ii. Technical assistance necessary to enable the performance of this Task Order Contract by Contractor; or
 - iii. The specification of necessary additional services to enable the Contractor's performance of the services provided under this Task Order Contract.
- B. A fiscal review may be conducted up to two times during the Contract year.
- C. Through the FRN, Contractor agrees to work in partnership with BCDHHS and other Boulder County departments, governments, foundations, and nonprofit organizations providing health and human services to agree to a common core set of outcome indicators for Boulder County service providers that measure the impact of services for participants. This shall include attendance at and participation in meetings to discuss and review best practices and outcome measurements.
- D. Contractor is a core partner in the FRN and ISDMC and shall attend relevant meetings.
- E. Contractor staff shall participate in discussions about the development and expansion of the FRN in Boulder County.

6. DELIVERABLE REQUIREMENTS

- A. Program Level Reports: Quantitative reports for the Contractor (containing the data included in Exhibit D) will be produced and maintained by Boulder County using data submitted through BCC. These reports shall be pulled by the County on the 10th of the month and sent to Contractor for review. Contractor shall ensure that BCC data is complete and accurate before the 10th of each month. Contractor shall produce Quarterly narratives that identify key successes and challenges during the prior quarter and opportunities for improvement in the upcoming quarter. The reports shall also identify any changes in staffing impacting the Contract. Quarterly narratives shall be due on the 20th of the month following the end of each quarter. Subsequent reports to the initial quarterly report shall contain cumulative data and the 4th quarter report shall contain fourth quarter and annual totals. If Contractor is unable to meet reporting deadlines due to the public

health crisis, Contractor shall notify the County to request an extension.

- B. Contractor shall measure organizational outcomes through a variety of tools that shall include the FRCA Quality Standards Self-Assessment. The completed self-assessment shall be shared with BCDHHS annually.
- C. Contractor shall notify BCDHHS within 30 days of vacancies for positions funded under this Task Order Contract. Notification shall be sent in writing to Rory Thomes at rthomes@bouldercounty.org.
- D. Contractor shall submit an annual qualitative report at the conclusion of each Contract term. Annual reports shall be submitted no later than the 20th of the month following the end of the Contract term. Reports shall be submitted to hhsimpactreporting@bouldercounty.org

7. EVALUATION

Contractor shall be active participants in establishing the outcome and evaluation framework for the FRN in Boulder County.

EXHIBIT B
PAYMENT AND REPORTING REQUIREMENTS

1. BUDGET

- A. The total dollar amount for this Contract shall not exceed \$485,095. The approved budget is included as Exhibit B-1, Budget Form.
- B. Contractor has the discretion to transfer up to ten percent (10%) of the approved budget between the major direct cost budget categories without the approval of BCDHHS. Any budget transfer greater than ten percent (10%) requires prior written approval from an authorized BCDHHS representative.

2. PAYMENT AND REPORTING REQUIREMENTS

A. Monthly Invoicing

- i. BCDHHS shall provide Contractor with a monthly invoice template.
- ii. Contractor shall complete and submit monthly invoices and supporting documentation that supports the amount invoiced on/or before the twentieth (20th) calendar day following the reporting period, regardless of the level of activity or amount of expenditure(s) in the preceding report period.
- iii. Monthly invoiced expenses shall be for actual expenditures incurred by the Contractor.
- iv. BCDHHS shall not pay for vacant positions funded through this Task Order Contract.
- v. Monthly invoiced expenses may not be reimbursable by any other funding source.
- vi. Monthly invoices shall only include expenditures for the prior billing period. Any adjustments to a previously billed period need to be billed as an amendment to a previous invoice.
- vii. The invoice shall contain the name and title of the person authorized, or his or her designee, to submit claims for payment.

- viii. All invoices, supporting documentation, and applicable reports shall be submitted electronically to BCDHHS via email to:
hhsaccountingoffice@bouldercounty.org and
rthomes@bouldercounty.org

B. Supporting Documentation

- i. Monthly invoices shall be supported by a general ledger and/or sub-ledger detail generated from the Contractor's accounting system to include payee, description, date, and amount.
 - a. For participant services, participant name and purpose must be included (for those participants who have signed an authorization to release information).
 - b. For personnel requests, an excerpt of the payroll register from the paying system is appropriate. The payroll register should include staff name(s) or initials, period paid, salary and itemized employer-paid taxes and benefits.
- ii. Supporting documentation submitted with monthly invoices must meet or exceed the amount being invoiced.
- iii. Contractor shall keep on site for BCDHHS review, for the Contract term plus three years, the following supporting documentation for each invoice:
 - a. Non-personnel reimbursements must be supported by general ledger or sub-ledger detail generated from Contractor's accounting system.
 1. The ledger detail should include payee, description, date and amount.
 2. For participant services, participant name and purpose must be maintained on file (for those participants who have signed an authorization to release information).
 3. The documentation should include all receipts and/or other original support. Receipts are required for purchases from a single vendor more than \$100.
 4. Travel expenditures should include travel expense reports.
 5. Mileage will be reimbursed at a rate equal to or less than the IRS standard mileage rate.
 - b. For personnel requests, an excerpt of the payroll register from the paying system is appropriate. The payroll register should include staff name(s) or initials, period paid, salary and itemized employer-paid taxes and benefits.
 1. Staff working less than 100% on Contracted work may be required via a written amendment to maintain an accurate daily record of hours worked and correct charge codes. These records shall be made available to BCDHHS during financial review visits or upon request.

- iv. If Contractor does not produce sufficient documentation as described above at financial review visits, BCDHHS has the right to recapture any unsupported payments.

C. Payments

- i. Monthly invoices, supporting documentation, and all required deliverables as outlined in Exhibit A, Section 6, Deliverable and Reporting Requirements must be submitted in a timely manner and in accordance with the terms of the Contract in order to receive payment.
- ii. BCDHHS will reimburse the Contractor within 30 days of receipt and approval of a fully-supported and payable invoice. BCDHHS will follow-up with Contractor within 15 days of receipt should there be any questioned or unsupported costs.

D. Internal Controls

- i. Contractor shall maintain written internal control policies and procedures around financial and accounting practices, including procurement policies and procedures.
- ii. Confidentiality of Client Information and Records: Contractor shall maintain best practices for safeguarding confidential information, including signed certification from Contractor's directors, officers and employees.
- iii. Conflict of Interest: Contractor shall maintain best practices regarding conflicts of interest, including signed certification from Contractor's directors, officers and employees.
- iv. Written policies and procedures shall be made available to BCDHHS during financial review visits or upon request. During the Contract term, BCDHHS will request to review your organization's procurement policy.

3. **SCHEDULE OF ATTACHMENTS:** The following attachments to this Exhibit are hereby attached and incorporated by this reference:

- i. Exhibit B-1, Budget Form

**EXHIBIT B-1
BUDGET FORM**

Contract Term: 1/1/2022 to 12/31/2022

Agency Name: Sister Carmen Community Center (SCCC)

Program Name: Family Resource Center (FRC)

DESCRIPTION	Budget of Line Item
Salaries	
Lead Bilingual Advocate	\$ 35,700
Lead Bilingual Advocate	\$ 35,700
Advocate	\$ 35,000
Advocate Manager	\$ 26,000
Director of Programs	\$ 19,600
Digital Divide Program Coordinator	\$ 35,000
Community & Family Education Manager	\$ 30,000
Payroll Taxes & Benefits	\$ 33,833
Operating Expenses	
Direct Financial Assistance	\$ 130,000
Transportation Assistance	\$ 6,000
Parenting Support & Education	\$ 4,000
Outreach Materials	\$ 2,000
Staff Development	\$ 2,000
Mileage	\$ 1,000
Maintenance & Repairs	\$ 23,062
Insurance	\$ 28,000
Utilities	\$ 25,000
Equipment	
Computers	\$ 2,400
Subcontractor/consultation services	
Clinical Consultation	\$ 10,800
Total Program Budget	\$ 485,095

EXHIBIT C

ISDMC PRACTICE MODEL

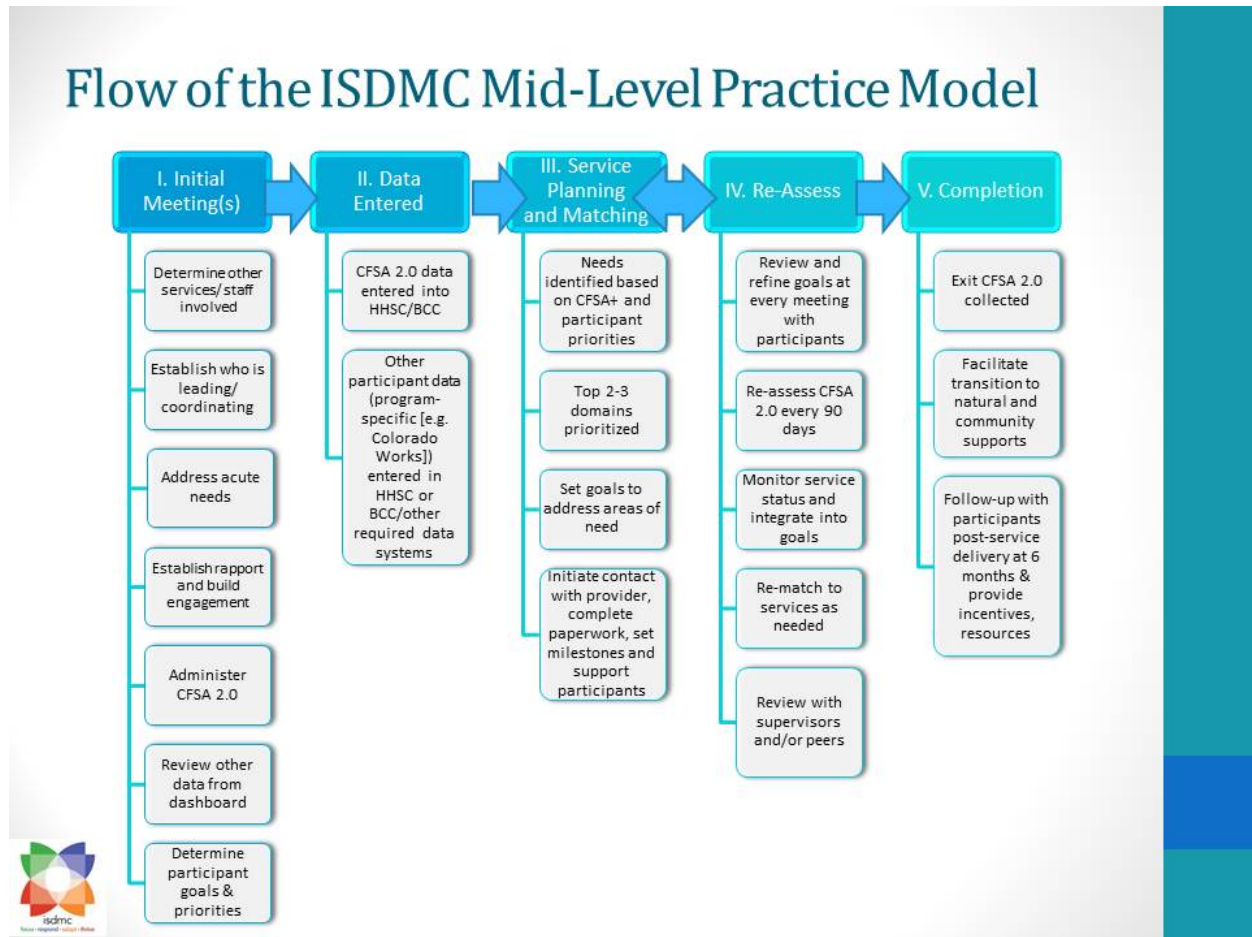


EXHIBIT D Program Level Report

Name of Organization:	
Name of Program (should match funding award):	
Name of Person Completing Report:	
Program staff email to use if questions arise:	

BOCO to complete lines 8-42 for BCC agencies

Quarterly Reporting Metrics	2021Q1	2021Q2	2021Q3	2021Q4
TOTAL Number of individuals served by Program				
Number of Individuals served by residency				
Boulder				
Lafayette				
Louisville				
Longmont				
Other Cities Inside Boulder County				
Homeless Inside Boulder County				
Other Cities Outside Boulder County				
Homeless Outside Boulder County				
Unknown				
Number of clients served by CFS by age				
0-5				
6-12				
13-17				
18-54				
55-91				

Number of individuals served by Program				
Race				
Asian				
American Indian/Alaska Native				
Black/African American				
White/Caucasian				
Native Hawaiian or other Pacific Islander				
Mixed Race				
Other				
Unknown				
Hispanic, Latino or Spanish origin				
No, Not of Hispanic, Latina/o, or Spanish origin				
Yes, of Hispanic, Latina/o, or Spanish origin				
Unknown				

TOTAL Number of households* served by Program				
Number of households with children ages 0-17				

** note: single individuals living alone = 1 household*

Provider to complete section below:

Quarterly Questions for Funders:

1. What % of program funding does this contract provide as a percent of the total program budget:
2. Please describe the ways in which this funding helps meet program goals:
3. Please briefly describe any gaps or areas of need that you are noticing emerge in the community:
4. This contract is funded by tax dollars. If you are able to share a success story of this program that we can share with the public, please do so here:

ROUTING COVER SHEET

Document Details	
Document Type	Other
Parties	
County Contact Information	
Boulder County Legal Entity	Boulder County
Department	Community Services
Division/Program	Strategic Initiatives
Mailing Address	PO Box 471 Boulder, CO 80306
Contract Contact – Name, email	Jennine Hall
Invoice Contact – Name, email	jhall@bouldercounty.org
Other Party Contact Information	
Name	City of Lafayette
Mailing Address	Police Department
Contact 1 – Name, title, email	451 N. 111 th Street Lafayette, Colorado 80026
Contact 2 – Name, title, email	Rick Bashor, Police Chief, rick.bashor@lafayetteco.gov
Term	
Start Date	Jan 1, 2022
Expiration Date	December 31, 2023
IGA Amount	
	FY 2022- \$210,814.00
	FY 2023- \$418,371.53
Fixed Price or Not-to-Exceed?	Fixed Price
COVID-19	No
Brief Description of Work	
Boulder County will provide a dedicated Lead Co-Responder and a Co-responder to the City of Lafayette Police Department.	
IGA Documents	
a. Project Details, including project-specific terms and a Scope of Work, attached as Exhibit A (the “Scope of Work”)	
IGA Notes	
<i>Additional information not included above</i>	
Grant Funding	
Amount: Federal Funds	N/A
Amount: State Funds	N/A
Amount: Other (specify)	N/A
Amount: Match (dollars)	N/A
Amount: Match (in-kind)	N/A
Total Project Budget	N/A
Account String	N/A
Federally Funded Grants	

Federal Program Name	N/A
CFDA #	N/A
Subrecipients	
Name(s)	N/A
Services to be Provided	N/A
Subaward Amount	N/A
Subcontractors	
Name(s)	N/A
Services to be Provided	N/A
Subcontract Amount	N/A
File Net Contract Details - Details should precisely match search variables in File Net (Only required where Original Agreement is stored in File Net)	
Other Party Name	N/A
Start Date	N/A
End Date	N/A
Amount	N/A
Notes Additional information not included above	

DocuSign Approvals (Initials): Drop **initial tags** for each of the required approvers below

_____ **Paralegal** [ONLY FOR: Revenue Contracts]
Use email: CAParalegalsDTC@bouldercounty.org

_____ **County Attorney** [ONLY FOR: Revenue Contracts, Leases, Grant Documents]
Use email: ca@bouldercounty.org

_____ **Risk Management** [ONLY FOR: Leases]
Use email: mtusinski@bouldercounty.org

_____ **Finance** [ONLY FOR: Leases, Grant Documents]
Use email: bmccarthy@bouldercounty.org

_____ **EO/DH** [ONLY FOR: BOCC-Signed Documents]

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is entered into by and between the City of Lafayette a Colorado home rule municipality acting by and through the Lafayette Police Department ("City of Lafayette"), and the Board of County Commissioners, Boulder County Community Services Department ("County") . City of Lafayette and County are each a "Party," and collectively the "Parties."

In consideration of the mutual covenants contained in this IGA, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation into IGA: Scope of Work **Exhibit A** is attached hereto and made a part of this IGA.
2. Work to be Performed: The County will provide all labor and equipment and do all tasks necessary and incidental to performing the work as described in **Exhibit A**. County will perform the Work (a) in a good and workmanlike manner, (b) at its own cost and expense, (c) in accordance with recognized industry standards of care, skill and diligence for the type of work being performed, and (d) in strict accordance with the IGA.
3. Term of IGA: The **IGA Term** begins on the **January 1, 2022** and expires on **December 31, 2023**, unless terminated sooner. All the Work must be performed during the **IGA Term**.
4. Payment for Work Performed: In consideration of the Work performed by County, and subject to conditions contained in this IGA, City of Lafayette will pay an amount not to exceed the **IGA Amount** to Boulder County.
5. Invoicing: County will promptly provide a copy of its Form W-9 and invoice template to City of Lafayette upon request. County must submit an invoice to the City of Lafayette by the fifteenth (15th) day of the month for completion of any Work performed in the prior calendar month. All invoices submitted require the following components: County's name and address (submitted W-9 address must match remit address), detailed description of services, dates of services, itemization of labor and materials costs, "Bill to: City of Lafayette" language, payment remittance address, payer, name and address, date of invoice, unique invoice number, and total amount due. County must send all completed invoices to the **Invoice Contact** in the **Exhibit A**. City of Lafayette may require delivery of invoices by email. Failure to submit invoices in a timely manner and in accordance with the terms of this IGA may cause a delay in payment. City of Lafayette may recoup any damages incurred because of County's failure to submit invoices pursuant to the terms of this paragraph. City of Lafayette's acceptance or payment of an invoice will not constitute acceptance of any Work performed under this IGA.
6. Extra Time to Complete the Work (Additional Time only): If County cannot complete the Work by **December 31, 2023**, County may request extra time to complete the Work. City of Lafayette, in its sole discretion, may grant County additional time to complete the Work by sending a written notice of extension to County. An extension of time to complete the Work will not entitle County to additional compensation from City of Lafayette.

7. Extension of Contract Term (Additional Time and Work): Upon mutual agreement of the Parties, this IGA may be extended. During any extended **IGATerm**, the terms of this IGA will remain in full force and effect, unless otherwise amended in writing by the Parties. Where the County will provide additional services for additional compensation beyond the initial **IGA Amount**, the Parties must execute a written amendment before the then-current termination date of **December 31, 2023**. If necessary, the written amendment will incorporate an updated Scope of Work and updated Fee Schedule as exhibits.

8. Schedule of Work: County will set its own work schedule.

9. Liability: Each Party agrees to be responsible for its own actions or omissions, and those of its officers, agents and employees in the performance or failure to perform work under this IGA. By agreeing to this provision, neither Party waives or intends to waive, the limitations on liability, immunities and protections that are provided to the Parties under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. as amended.

10. Nondiscrimination: County will comply with the Colorado Anti-Discrimination Act, C.R.S. § 24-34-401, et seq., as amended, and all applicable local, State and Federal laws concerning discrimination and unfair employment practices. The Parties prohibit unlawful discrimination on the basis of race, creed, color, sex, religion, gender, gender identity, gender expression, national origin, ancestry, age, disability, socio-economic status, sexual orientation, genetic information, or any other status protected by applicable Federal, State or local law. County must require that its subcontractors, if any, similarly comply with all applicable laws concerning discrimination and unfair employment practices.

11. Information and Reports: The Parties will provide to authorized Municipal, State, and Federal government representatives all information and reports that may be required for any purpose authorized by law. County will permit access to such representatives to County's facilities, books, records, accounts, and any other relevant sources of information related to the IGA. Where information required by a representative is in the exclusive possession of a person or entity other than County, County must so certify to the City of Lafayette and explain what efforts it has made to obtain the information.

12. Independent Contractor: County is an independent contractor for all purposes in performing the Work. None of County's agents, personnel or subcontractors are employees of the City of Lafayette for any purpose, including the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the Colorado Workers' Compensation Act, the Colorado Unemployment Insurance Act, and the Public Employees Retirement Association. Accordingly, City of Lafayette will not withhold or pay any income tax, payroll tax, or retirement contribution of any kind on behalf of County or County's employees. As an independent contractor, County is responsible for employing and directing such personnel and agents as it requires to perform the Work. County will exercise complete authority over its personnel and agents and will be fully responsible for their actions.

13. Termination

a. Breach: Either Party's failure to perform any of its material obligations under this IGA, in whole or in part or in a timely or satisfactory manner, will be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against either Party, or the appointment of a receiver or similar officer for either Party or any of its property, which is not vacated or fully stayed within thirty (30) days after the institution of such proceeding,

will also constitute a breach. In the event of a breach, the non-breaching Party may provide written notice of the breach to the other Party. If the breaching Party does not cure the breach, at its sole expense, as reasonably determined by the non-breaching Party in its sole discretion, within thirty (30) days after delivery of notice, the non-breaching Party may exercise any of its remedies provided under this IGA or at law, including immediate termination of this IGA.

b. Non-Appropriation: The other provisions of this IGA notwithstanding, City of Lafayette is prohibited by law from making commitments beyond the current fiscal year. Payment to County beyond the current fiscal year is contingent on the appropriation by the City of Lafayette's City Council and continuing availability of funding in any subsequent year. City of Lafayette has reason to believe that sufficient funds will be available for the full **IGA Term**. Where, however, funds are not allocated for any fiscal period beyond the current fiscal year, City of Lafayette shall terminate this IGA and provide prompt notice to the County.

c. Convenience: In addition to any other right to terminate under this Section 13, either Party may terminate this IGA, in whole or in part, for any or no reason, upon seven (7) days' advance written notice to the other Party.

14. County Obligations upon Termination or Expiration: By **December 31, 2023** or effective date of termination, if earlier, County must protect any serviceable materials belonging to the City of Lafayette.

15. Payable Costs in Event of Early Termination: If City of Lafayette terminates this IGA before **December 31, 2023**, County's payments are limited to payment for Work satisfactorily executed and fully and finally completed prior to delivery of the notice to terminate, and the reasonable and actual costs County incurred in connection with performing the Work prior to delivery of the notice to terminate.

16. Remedies for Non-Performance: If County fails to perform any of its obligations under this IGA, City of Lafayette may exercise one or more of the following remedies (in addition to any other remedies provided by law or in this IGA), which shall survive expiration or termination of this IGA:

a. Suspend Performance: City of Lafayette may require that County suspend performance of all or any portion of the Work pending necessary corrective action specified by the City of Lafayette. County must promptly stop performance and incurring costs upon delivery of a notice of suspension by the City of Lafayette.

c. Deny Payment: City of Lafayette may deny payment for any Work that does not comply with the requirements of the IGA or that County otherwise fails to provide or fully and finally complete.

17. Binding Arbitration Prohibited: The Parties do not agree to binding arbitration by any extra-judicial body or person.

18. Conflicts of Interest: County may not engage in any business or personal activities or practices or maintain any relationships that conflict in any way with the full performance of County's obligations.

19. Notices: All notices provided under this IGA must be in writing and sent by Certified U.S. Mail (Return Receipt Requested), electronic mail, or hand-delivery to the other Party's **Contact** at the address specified in the **Exhibit A**. For certified mailings, notice periods will begin to run

on the day after the postmarked date of mailing. For electronic mail or hand-delivery, notice periods will begin to run on the date of delivery.

20. Statutory Requirements: This IGA is subject to all statutory requirements that are or may become applicable to counties or political subdivisions of the State of Colorado generally, including but not limited to: C.R.S. § 38-26-107, which requires withholding funds where the City of Lafayette receives a claim for payment from a supplier or subcontractor of County upon notice of final settlement (required for public works IGAs that exceed \$150,000); C.R.S. § 8-17-101 et seq.; C.R.S. § 18-8-301, et seq.; and C.R.S. § 18-8-401, et seq.

21. Public IGAs for Services (C.R.S. §§ 8-17.5-101, et seq.). RESERVED.

22. Entire Agreement/Binding Effect/Amendments: This IGA represents the complete agreement between the Parties and is fully binding upon them and their successors, heirs, and assigns, if any. This IGA terminates any prior agreements, whether written or oral in whole or in part, between the Parties relating to the Work. This IGA may be amended only by a written agreement signed by both Parties.

23. Assignment/Subcontractors: This IGA may not be assigned or subcontracted by County without the prior written consent of the City of Lafayette. If County subcontracts any of its obligations under this IGA, County will remain liable to the City of Lafayette for those obligations and will also be responsible for subcontractor's performance under, and compliance with, this IGA.

24. Governing Law/Venue: The laws of the State of Colorado govern the construction, interpretation, performance, and enforcement of this IGA. Any claim relating to this IGA or breach thereof may only be brought exclusively in the Courts of the 20th Judicial District of the State of Colorado.

25. Breach: The failure of either Party to exercise any of its rights under this IGA will not be deemed to be a waiver of such rights or a waiver of any breach of the IGA. All remedies available to a Party in this IGA are cumulative and in addition to every other remedy provided by law.

26. Severability: If any provision of this IGA becomes inoperable, or void, invalid, or unenforceable by a court of competent jurisdiction the remaining provisions of this IGA shall be binding upon the Parties.

27. Third-Party Beneficiary: Enforcement of the terms and conditions and all rights and obligations of this IGA are reserved to the Parties. Any other person receiving services or benefits under this IGA is an incidental beneficiary only and has no rights under this IGA. Notwithstanding, where the beneficiary Department is led by an Elected Official, such Elected Official shall be considered a third-party beneficiary.

28. Colorado Open Records Act: The Parties shall upon request, disclose any records that are subject to public release under the Colorado Open Records Act, C.R.S. § 24-72-200.1, et seq.

29. Conflict of Provisions: If there is any conflict between the terms of this IGA and the terms of any of the attached or referenced **IGA Documents**, the terms of this IGA will control.

30. Representations and Warranties: County represents and warrants the following:
- a. Execution of this IGA and performance thereof is within County's duly authorized powers;
 - b. The individual executing this IGA is authorized to do so by County;
 - c. County is authorized to do business in the State of Colorado and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Work; and
 - d. County and its subcontractors, if any, are financially solvent, able to pay all debts as they mature, and have sufficient working capital to complete the Work and perform all obligations under the IGA.
31. Legal Compliance: County assumes full responsibility for obtaining and maintaining any permits and licenses required to perform the Work. County is solely responsible for ensuring that its performance under this IGA and the Work itself will comply with all Federal, State, and local laws, regulations, ordinances and codes.
32. Litigation Reporting: County is not currently involved in any action before a court or other administrative decision-making body that could affect County's ability to perform the Work. County will promptly notify the City of Lafayette if County is served with a pleading or other document in connection with any such action.
33. Tax Exemption: The Parties are exempt from payment of Federal, State, and local government taxes.
34. Delegation of Authority: The Parties acknowledge that the Board of County Commissioners has delegated authority to the Department Head or Elected Official that leads the performing Department and their designees to act on behalf of the County under the terms of this IGA, including but not limited to the authority to terminate this IGA.
37. Ownership of Work Product: All work product, property, data, documentation, information or materials conceived, discovered, developed or created by County pursuant to this IGA ("Work Product") will be owned by both County and the City of Lafayette.
38. Publicity Releases: [Reserved]
39. Execution by Counterparts; Electronic Signatures: This IGA may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute one agreement. The Parties approve the use of electronic signatures, governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101 to 121. The Parties will not deny the legal effect or enforceability of this IGA solely because it is in electronic form or because an electronic record was used in its creation. The Parties will not object to the admissibility of this IGA in the form of electronic record, or paper copy of an electronic document, or paper copy of a document bearing an electronic signature, because it is not in its original form or is not an original.
40. Limitation on Public Statements. During the term of this IGA, County may receive from the City of Lafayette its confidential data, work product, or other privileged or confidential information that is protected by law. County shall not release or disclose such information unless required by law, and such as to law enforcement officials in connection with any criminal justice investigation.
41. Limitation of Liability: THE PARTIES SHALL NOT BE LIABLE TO ONE ANOTHER FOR

ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING FROM OR RELATING TO THIS IGA, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES' AGGREGATE LIABILITY, IF ANY, ARISING FROM OR RELATED TO THIS IGA, WHETHER IN CONTRACT, OR IN TORT, OR OTHERWISE, IS LIMITED TO, AND SHALL NOT EXCEED, THE AMOUNTS PAID OR PAYABLE HEREUNDER.

42. Legal Interpretation. Each Party recognizes that this IGA is legally binding and acknowledges that it has had the opportunity to consult with legal counsel of its choice about this IGA. The rule of construction providing that any ambiguities are resolved against the drafting Party will not apply in interpreting the terms of this IGA.

43. No Suspension or Debarment: County certifies, and warrants for the IGA Term, that neither it nor its principals nor any of its subcontractors are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any Federal or State department or agency. County shall comply, and shall require its subcontractors to comply, with subpart C of 2 C.F.R. § 180.

44. Insurance: Each Party is a "public entity" under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended, and shall always during the terms of this IGA maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. This insurance shall have minimum limits, which shall match or exceed the maximum governmental liability limits set forth in C.R.S. § 24-10-114, as amended.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed and entered into this IGA as of the latter day and year indicated below.

SIGNED for and on behalf of Boulder County		SIGNED for and on behalf of City of Lafayette
Signature:		Signature:
Name:		Name:
Title:		Title:
Date:		Date:
↓↓ <i>For Board-signed documents only</i> ↓↓		
Attest Signature:	Initial	
Attestor Name:		
Attestor Title:		

Exhibit A

Statement of Work

Contracting Agency: Lafayette Police Department

Position(s): Co-Responder, Lead Co-Responder

Scope of Work:

Lafayette Police Officers and a behavioral health specialist (Co-Responder) respond together to calls for service that may involve mental health, substance use, death of a loved one, or some type of crisis. On scene, the team works not only to de-escalate the situation, but also provide behavioral health screening and assessment, call disposition planning and referral or linkage to needed services. The planning at the end of the encounter depends on several unique factors, and outcomes can range from leaving the individual with necessary resources, transporting the individual to a hospital or walk-in clinic, and providing support and resources for family members and others on-scene. Follow up will also be provided after the initial encounter. This can include case management services and providing coordination with various systems of care. The team structure will vary to meet the needs of the community and partnering agencies and will include primary and secondary response. In addition, this position will cross train between law enforcement and behavioral health disciplines to gain a greater understanding of Lafayette Police Department procedures and practices and Co-Response skills.

Location:

These positions will serve the City of Lafayette. The main office for these positions will be located at the Lafayette Police Department, 451 North 111th Street Lafayette, Colorado 80026.

The following equipment will be purchased through Boulder County technology (IT) for this position using dollars allocated under this IGA:

1. 2 Laptops (one time cost), and,
2. 2 Cellular Phone (monthly service fees).

These positions will often work off site and in the community, including homes, community agency sites, hospital emergency rooms, psychiatric units, nursing homes, jails, and juvenile detention facilities. Mileage costs for these positions will be paid by Boulder County at a defined rate.

Period of Performance:

This period of service will be for two calendar years starting on January 1, 2022 and will end December 31, 2023. In FY 2022 two positions will be hired. Both positions, Co-Responder and Lead Co-Responder are full time FTE (40 hours per week) with working hours of 12:00 pm – 8:00 pm Monday – Friday. In addition, these positions will provide weekend coverage every 6 weeks during the hours of 12:00 pm – 8:00 pm. The work week schedule will be modified when weekend coverage is scheduled to not exceed 40 hours. Under FLSA guidelines, this position is exempt from overtime.

In FY23 two additional Co-Responder positions will be hired, totaling four fulltime positions. The positions hired in FY23 will be full time FTE (40 hours per week) with working hours of 12:00 pm – 8:00 pm Monday – Friday. In addition, these positions will provide weekend coverage every 9 weeks during the hours of 12:00 pm – 8:00 pm. The work week schedule will be modified when

weekend coverage is scheduled to not exceed 40 hours. Under FLSA guidelines, this position is exempt from overtime.

Deliverables / Duties:

Lead Co-Responder: This position will serve as a field supervisor as well as a Co-Responder for the City of Lafayette. Duties included, but are not limited to;

- Will assist with scheduling, quality assurance of data entries and attend Department and community related meetings.
- Provide field supervision to Co-Responders on the team.
- Will participate in monthly supervision with the Program Manager with all Co-Responders assigned to their team.
- Will facilitate once a month team meeting for team to discuss processes and progress with yearly goals.
- Provides mobile response to a variety of community settings upon law enforcement request, including homes, street corners, offices, assisted living facilities, and shelters.
- Conducts mental status exam, suicide, and risk assessment to determine if people in distress meet criteria for involuntary treatment.
- Ensures that adequate time is spent with each community member to ensure accuracy of assessments.
- Makes appropriate level of care decisions on scene and communicates and collaborates with and creates relationships with multiple collateral agencies, including schools, hospitals, family members and significant others to facilitate referrals for needed community-based services and treatment.
- Conducts telephone follow ups and interventions with community members as needed.
- Documents all phone and face-to-face contacts and supplies documentation consistent with clinical and administrative policies and procedures and research related to the provision of services in the NowPow data system.
- Attends monthly team meetings and clinical supervision.
- Accept referrals from law enforcement for case management and broker service delivery to community members.
- Will provide weekend Co-Responder to areas within Boulder County and Lafayette on a rotating schedule.
- Will serve as a mental health consultant for the Boulder County SWAT team as needed.
- Must complete at least 20 hours of defensive tactics training yearly and new employee training provided by Boulder County.
- Other duties as assigned.

Co-Responder: This position will serve the City of Lafayette Police Department and the community with the following duties and deliverables.

- Provides mobile response to a variety of community settings upon law enforcement request, including homes, street corners, offices, assisted living facilities, and shelters.
- Conducts mental status exam, suicide, and risk assessment to determine if people in distress meet criteria for involuntary treatment.
- Ensures that adequate time is spent with each community member to ensure accuracy of assessments.

- Makes appropriate level of care decisions on scene and communicates and collaborates with and creates relationships with multiple collateral agencies, including schools, hospitals, family members and significant others to facilitate referrals for needed community-based services and treatment.
- Conducts telephone follow ups and interventions with community members as needed.
- Documents all phone and face-to-face contacts and supplies documentation consistent with clinical and administrative policies and procedures and research related to the provision of services in the NowPow data system.
- Attends monthly team meetings and clinical supervision.
- Accept referrals from law enforcement for case management and broker service delivery to community members.
- Will provide weekend Co-Responder to areas within Boulder County and Lafayette on a rotating schedule.
- Will serve as a mental health consultant for the Boulder County SWAT team as needed.
- Must complete at least 20 hours of defensive tactics training yearly and new employee training provided by Boulder County.
- Other duties as assigned.

Applicable Standards:

These positions will be knowledgeable of and comply with all the policies and procedures for the Lafayette Police Department and Boulder County Co-Response Team.

Supervision:

A minimum of 3 hours of clinical supervision will be provided to both positions by the Program Manager/Supervisor of the Boulder County Co-Responder Team. In addition, the incumbents will meet with a designated official from the Lafayette Police Department at least once a month to discuss caseload and service provision. All requests for leave will be approved by the Program Manager/Supervisor of the Boulder County Co-Responder Team. The monthly schedule of the incumbents will be shared with the Lafayette Police Department in a way that it accessible and easy to reference.

Specific Requirements:

This position requires a minimum of 2 years of experience in Motivational Interviewing, crisis counseling, verbal-de-escalation, working with diverse and at-risk populations, community networking and resource delivery. For the Lead Co-Responder position, at least 1 year of experience in the role of a Co-Responder is required. A Bachelor's degree from an accredited university or college in counseling, social work, or psychology is required. A master's degree in social work or counseling is highly preferred. Must be at least 21 years of age and possess and maintain a valid Motor Vehicle Operator's license and have an acceptable driving record. Must have a working motor vehicle. Must meet the requirements of applicable federal, state, and organizational background checks. Must be willing to work a flexible schedule that includes evenings and weekends.

FY 2022 EXPENDITURE CATEGORIES

Personnel Services

Position Title	Description of Work	Gross or Annual Salary	Fringe 38%	Total Amount Requested
Lead Co-Responder	This position will provide field supervision to Co-Responder as well as manage specific administrative duties as delegated. In addition, they will respond to calls and provide case management as needed	\$77,531.00	\$29,462.00	\$106,993.00
Co-Responder	This position will provide clinical case management services, referral, and outcomes monitoring.	\$69,224.00	\$26,305.00	\$95,529.00
Supplies and Operating Expenses		Units		
Phone	\$58.00 per month/FTE	2		\$1392.00
Computer	One time cost of \$1800/FTE	2		\$3600.00
Mileage	\$900 per month / FTE	2		\$1800.00
Training	\$500 per year/FTE	2		\$1000.00
Office Supplies / Gear	\$250per year / FTE	2		\$500.00
				\$210,814.00

FY 2023 EXPENDITURE CATEGORIES				
Personnel Services				
Position Title	Description of Work	Gross or Annual Salary	Fringe 38%	Total Amount Requested
Lead Co-Responder	This position will provide field supervision to Co-Responder as well as manage specific administrative duties as delegated. In addition, they will respond to calls and provide case management as needed. Gross salary was increased by 3% from FY22 for cost-of-living increase.	\$79, 856.93	\$30, 345.63	\$110, 202.56
Co-Responder	This position will provide clinical case management services, referral, and outcomes monitoring. Gross salary was increased by 3% from FY22 for cost-of-living increase.	\$71,300.72	\$27, 094.27	\$98, 394.99
Co-Responder	This position will provide clinical case management services, referral, and outcomes monitoring. Gross salary was increased by 3% from FY22 for cost-of-living increase.	\$71,300.72	\$27, 094.27	\$98, 394.99
Co-Responder	This position will provide clinical case management services, referral, and outcomes monitoring. Gross salary was increased by 3% from FY22 for cost-of-living increase.	\$71,300.72	\$27, 094.27	\$98, 394.99
Supplies and Operating Expenses		Units		
Phone	\$58.00 per month/FTE	4		\$2784.00
Computer	One time cost of \$1800/FTE 2 new	2		\$3600.00
Mileage	\$900 per month / FTE	4		\$3600.00
Training	\$500 per year/FTE	4		\$2000.00
Office Supplies / Gear	\$250 per year / FTE	4		\$1000.00
				\$418, 371.53



Office of the County Attorney

Ben Pearlman, County Attorney • Tel: 303.441.3190 • Fax: 303.441.4794 • ca@bouldercounty.org
Mailing Address: P.O. Box 471 • Boulder, Colorado 80306-0471 • www.bouldercounty.org

MEMO FOR BUSINESS MEETING

Date: January 18, 2022
From: Conrad Lattes, Assistant County Attorney
To: Board of County Commissioners
Subject: Quitclaim Deed for Jerry's Lake

Background:

When the county acquired the Kenosha Ponds Open Space in 1990 (actually acquire by Public Works as a gravel mine for county projects), the county's seller conveyed the water right associated with Jerry's Lake (a small pond fed by groundwater) to the county, but the seller retained the right to use the water in Jerry's Lake for irrigation of a parcel that the seller also retained. Because the county doesn't get the benefit of the use of the water in Jerry's Lake, the county was unconcerned when Jerry's Lake appeared on the State Engineer's decennial abandonment list. However, Heather Ralson, the owner of the lot retained by the county's seller, contacted the county to say that she would like to assure that the water right for Jerry's Lake be preserved for her benefit. After discussion, the State Engineer agreed to remove Jerry's Lake from the abandonment list and POS has agreed to convey the water right for Jerry's Lake to Ms. Ralston. This conveyance will have no impact upon the county's ability to manage its open space as it always has (we have never had the right to put the water to any beneficial use). Ms. Ralston will be the owner of the water right from this point forward and her use will have to comply with the terms of the 60' access easement her predecessor in interest reserved to itself at the time the county acquired its open space.

Recommendation:

Execute the Quitclaim Deed.

QUITCLAIM DEED

(Statutory Form, C.R.S. § 38-30-116)

Grantor, the COUNTY OF BOULDER, a body corporate and politic, whose legal address is P.O. Box 471, Boulder, Colorado 80306, for the consideration of LESS THAN FIVE HUNDRED DOLLARS, in hand paid, hereby sells and quitclaims to Grantee, HEATHER V. RALSTON, as record owner of the real property located 12481 Kenosha Road, Erie, Colorado 80516, the following real property in the County of Boulder, and State of Colorado, to wit:

See Exhibit A attached hereto and incorporated herein by this reference, with all its appurtenances.

Signed this _____ day of _____, 2022.

COUNTY OF BOULDER, a body corporate and politic

By: _____
Marta Loachamin, Chair
Board of County Commissioners

State of Colorado
County of Boulder

The foregoing instrument was acknowledged before me this _____ day of _____, 2022 by Marta Loachamin, Chair, Board of County Commissioners of Boulder County.

(Notary official signature)

NOTARY
S E A L

(Commission expiration)

EXHIBIT A

Legal Description

The water right associated with Jerry's Lake, decreed in the Colorado District Court for Water Division 1 in Case No. W-6349, WDID 0603954, located in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 12, Township 1 North, Range 69 West of the 6th P.M., Boulder County, Colorado, at a point 100 feet North and 400 feet East of the SW Corner of the N $\frac{1}{4}$ of NE $\frac{1}{4}$ of said Section 12. This water right may only be used pursuant to water court decree and the Jerry's Lake structure may be accessed, operated, and maintained via the easement described in that certain Special Warranty Deed recorded at Reception Number 3754045 in the records of the Clerk and Recorder of Boulder County and only for the benefit of the parcel conveyed in said Special Warranty Deed.



Public Works

2525 13th Street • Boulder, Colorado 80304 • Tel: 303-441-3900
Mailing Address: P.O. Box 471 • Boulder, Colorado 80306 • www.BoulderCounty.org

DATE: January 19, 2022
TO: Board of County Commissioners
FROM: Jeff Maxwell, Director
RE: **2021 Annual Highway Users Tax Fund (HUTF) Report to Colorado DOT**

Boulder County Transportation has prepared the attached Highway Users Tax Fund (HUTF) annual submission form for Commissioner review, approval, and signature. The HUTF program requires each Colorado jurisdiction to update the CDOT database on number, length, and width of roads maintained by the jurisdiction on December 31 of each year. Reported mileage and widths are used to determine the amount of HUTF funds distributed for the following year.

The attached form shows a total of 631.495 miles of eligible roads as of 2021 for which the County has maintenance responsibility.

Changes to Boulder County Reported HUTF Mileage (2020 to 2021)

Miles	
-0.21	Annexation of Boston Ave by the City of Longmont
-0.21	TOTAL reduction in County-owned and maintained miles (-0.03% reduction)

Though property annexations did occur in 2021 by the Town of Superior, City of Boulder, and the Town of Erie, those annexations did not include any Boulder County owned roads.

The attached signature sheet confirms the mileage and subsequent total HUTF eligibility reports that is submitted to CDOT electronically. The sheet itself is an output of the CDOT website that tracks HUTF eligibility for each jurisdiction in Colorado.

ACTION RECOMMENDED

THE PUBLIC WORKS DEPARTMENT RECOMMENDS THAT THE BOARD OF COUNTY COMMISSIONERS EACH SIGN THE ATTACHED BOULDER COUNTY SIGNATURE SHEET TO AFFIRM THE COUNTY'S INVENTORY OF HUTF-ELIGIBLE ROADWAYS.

Jeff Maxwell

Total network miles from 2020 HUTF report	631.705
Total 2021 Net Miles of Road Adjustments	(0.210)
Total network miles for 2021 HUTF report	631.495

% of Total
Change in Square
Ft.

Summary of Changes to Boulder County HUTF

Annexed Roads

Road Name	Length (mi.)	Width (ft.)	Surface Area (reduction in HUTF; ft^2)	Annexed to:	
Boston Ave	(0.21)	24	(5)	City of Longmont	
Total	(0.21)		(5)		100%

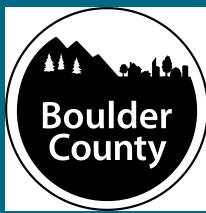
Records Correction

Road Name	Length (mi.)	Width (ft.)	Surface Area (increase in HUTF; ft^2)	Data Adjustment:	
Total	-		-		0%

Total Net Road Surface Area (ft^2)	(5)
Total 2021 Net Miles of Road Adjustments	(0.210)

Total Network (Square ft; from 2020 report)	81,866,674
Percent Change	0.00%
Total Network (Square ft, 2021)	81,866,669

Total Network (Miles; 2020 HUTF)	631.705
Percent Change	-0.03%
Total network miles for 2021 HUTF report	631.495



Boulder County Transportation Department

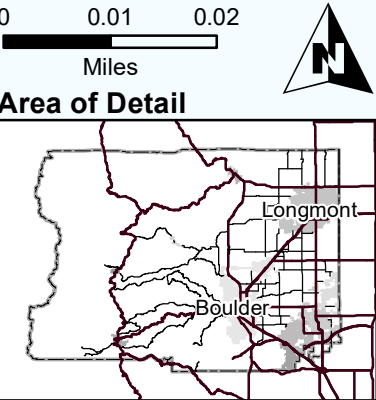
2525 13th Street, Suite 203
Boulder, CO 80304
303-441-3900 | www.bouldercounty.org/roads

Proposed HUTF Changes

2021 HUTF Report (Boulder County and City of Longmont)
Boston Ave

Legend

Date: 12/9/2021
— HUTF Road Changes



The user agrees to all Terms of Use set forth by Boulder County. For Terms of Use, please visit: www.bouldercounty.org/mapdisclaimer

Mileage Statistics & Totals for Boulder Co

 **Help**

HUTF Eligible

CenterLine Miles

Paved:	Arterial:
<input type="text" value="382.735"/>	<input type="text" value="143.515"/>
Unpaved:	Local:
<input type="text" value="248.760"/>	<input type="text" value="487.980"/>
Total eligible:	
<input type="text" value="631.495"/>	

Lane Miles

Paved:	Arterial:
<input type="text" value="1049.542"/>	<input type="text" value="426.398"/>
Unpaved:	Local:
<input type="text" value="502.985"/>	<input type="text" value="1126.129"/>
Total:	
<input type="text" value="1552.527"/>	

Non-eligible

 **Download signature sheet (pdf)**

 **Submit data**

Get Adobe Reader

 **Print this page**



Version 2019.1, Build 7200, Revision 17766 9/18/2019 9:52:12 AM



Colorado Department of Transportation
Boulder Co Signature Sheet
FIPS Code : 013

12/9/2021

143.515 miles of arterial streets
487.980 miles of local streets
631.495 total miles of H.U.T. eligible streets
93.750 miles of non H.U.T. eligible streets - Maintained by others
3.370 miles of non H.U.T. eligible streets - Not maintained

This mileage is the certified total as of December 31, 2021

I declare under penalty of perjury in the second degree, and any other applicable state or federal laws, that the statements made on this document are true and complete to the best of my knowledge.

Commissioner Date

Commissioner Date

Commissioner Date

Commissioner Date

Commissioner Date

We are required to inform you that a penalty of perjury statement is required pursuant to section 18-8-503 C.R.S. 2005, concerning the removal of requirements that certain forms be notarized.

The Colorado Department of Transportation can contact the following person with questions regarding this report:

Name Phone

Submit this signed copy with your annual mileage change report to the Colorado Department of Transportation.

NON-PROCUREMENT DOCUMENTS ONLY

ROUTING COVER SHEET

Document Details	
Document Type	Grant Application
Parties	
County Contact Information	
Boulder County Legal Entity	Boulder County
Department	Sheriff
Division/Program	Jail
Mailing Address	3200 Airport Rd, Boulder CO
Contract Contact	Tim Oliveira, toliveira@bouldercounty.org
Invoice Contact	sheriffinvoices@bouldercounty.org
Other Party Contact Information	
Name	Colorado Dept of Local Affairs
Mailing Address	1313 Sherman, Denver CO 80203
Contact 1- <i>Name, title</i>	Ella Bowman, Grant Program Administrator
Contact 1- <i>email</i>	ella.bowman@state.co.us
Contact 2	
Term	
Start Date	1/28/2022
Expiration Date	1/28/2022
Brief Description of Work/Services Provided	
Grant Application for funds for mental health services for deputies with Boulder County Sheriff's Office	
Revenue Contract/Lease Details	
Amount	
Fixed Price or Not-to-Exceed?	
Grant Details	
Award # (if any)	N/A
Signature Deadline	

NON-PROCUREMENT DOCUMENTS ONLY

Project/Program Name	
Project/Program Start Date	
Project/Program End Date	
Capital or Operating?	
Grant Funding	
Amount: Federal Funds	
Amount: State Funds	\$205,550
Amount: Other (specify)	
Amount: Match (dollars)	
Amount: Match (in-kind)	
Total Project Budget	\$205,550
Account String	
Federally Funded Grants	
Federal Program Name	
CFDA #	
Subrecipients	
Name(s)	
Services to be Provided	
Subaward Amount	
Subcontractors	
Name(s)	
Services to be Provided	
Subcontract Amount	
FileNet Contract Details - Details should precisely match search variables in File Net (Only required where Original Agreement is stored in File Net)	
Other Party Name	
Start Date	
End Date	
Amount	

NON-PROCUREMENT DOCUMENTS ONLY

Notes

Additional information not included above

DocuSign Approvals (Initials):

_____ **Paralegal** (if required)

CA
_____ **County Attorney** (if required) ^{KH}

_____ **Risk Management** (if required)

MD
_____ **Finance** (if required)

RS
_____ **EO/DH** (if required)

Marta Loachamin

Chair, Board of County Commissioners

Date

ATTEST:

Cecilia Lacey

Clerk to the Board

DEED OF CONSERVATION EASEMENT IN GROSS
JOHNSTONE FARMS PARCELS 5E AND 5W

THIS DEED OF CONSERVATION EASEMENT IN GROSS is entered into by and between The City and County of Broomfield, a Colorado Municipal corporation and county ("Grantor"), and the County of Boulder, a body corporate and politic ("Grantee").

RECITALS

A. Grantor and Grantee are parties to that certain Intergovernmental Agreement dated effective September 23, 1999, and recorded on September 23, 1999, at Reception No. 1984497 of the real property records of Boulder County (hereinafter referred to as the "IGA").

B. Grantor became the landowner of record of Parcels 5E and 5W of the Johnstone Farms Property by Deed, from City and County of Broomfield, Colorado Building Corporation, a Colorado Non-profit Corporation to The City and County of Broomfield, a Colorado Municipal corporation and county, dated Reception No. 2011002813 recorded on March 22, 2011 (the "Property").

C. Pursuant to the IGA, Grantor agreed to grant a conservation easement to Grantee over the Property.

D. The Property's open space values are of great importance to the Grantor, the Grantee and the people of the County of Boulder and the City and County of Broomfield and are worthy of preservation.

E. The Grantor desires to restrict the use of the Property in such a manner that protects the Property's agricultural and water resources and open space and passive recreational values.

F. The State of Colorado has recognized the importance of efforts to preserve land in a natural, scenic, historical or open condition, and for wildlife habitat, passive recreation and agricultural uses consistent with the protection of open land having undisturbed or restored environmental quality, by the enactment of section 38-30.5-101 et seq., C.R.S.

G. The Grantor desires to grant to the Grantee a conservation easement on the Property, in order to assure its preservation in perpetuity.

H. The Grantee recognizes the public benefit to be served by such preservation as described in the Boulder County Comprehensive Plan Environmental Resources and/or Open Space Sections.

I. The Grantee desires to acquire from the Grantor a conservation easement on the Property, in order to assure its preservation in perpetuity for passive recreational and agricultural uses and for the open space function which it serves.

AGREEMENT

NOW, THEREFORE, in consideration of the obligations of the parties under the IGA and of the mutual covenants contained herein, and further pursuant to section 38-30.5-101 et seq., C.R.S., Grantor does hereby convey to Grantee a Conservation Easement in Gross (the "Easement") consisting of the rights hereinafter enumerated, over and across the Property legally described in Exhibit A.

This Conservation Easement is granted in perpetuity for the purpose of preserving and protecting the scenic, open space, agricultural, passive recreational, and environmental uses, the natural condition and aesthetic and ecological features of the Property.

I. Grant

The affirmative rights conveyed to Grantee by this Easement are the following:

1.1 To preserve and protect in perpetuity the natural condition and aesthetic and ecological features of the Property for scenic, open space, agricultural, passive recreational and environmental uses.

1.2 To enter upon the Property to inspect and enforce the rights herein granted upon prior notice to Grantor, Grantor's successors and assigns, in a manner that will not unreasonably interfere with the proper uses being made of the Property at the time of such entry.

1.3 To be considered an owner of an interest in the Property, and therefore a co-applicant, for the purpose of any application for zoning change, variance to or exemption from the land use regulations of the controlling jurisdiction, right-of-way vacation, building permit, grading permit or other permit pertaining to a use of the Property which is regulated by a governmental authority and not otherwise provided for in the Easement. The Grantee's status of owner of an interest in the Property shall be limited to the right to sign or refuse to sign the aforementioned applications and shall carry no further obligation, financial or otherwise.

1.4 To review and approve or deny applications from the Grantor for uses neither expressly granted nor specifically prohibited by the Easement described herein but which may be conducted in a manner consistent with preservation of the natural condition and aesthetic and ecological features of the Property for scenic, open space, agricultural, passive recreational and environmental uses.

Approval, if granted, shall be by resolution of the Board of County Commissioners of Boulder County.

1.5 The first right to purchase the Property or any portion thereof, along with any or all of the mineral rights described in Exhibit A, in the following manner: In the event the Grantor desires to sell such Property or any portion thereof and receives a bona fide offer for such sale, the parcel or any portion thereof, or any of the mineral rights, shall be offered to the Grantee who shall have a first right to purchase such offered fee interest for the same terms and conditions as the bona fide offer or for an amount and terms equally acceptable to the Grantor. Written notice of such bona fide offer shall be given to the Grantee who shall have forty-five (45) days from the date of receipt of the written notice to accept such offer, and if not accepted, the sale may be made to such third-party purchaser.

Pursuant to section 15-11-1102(1)(a) and (b), C.R.S., if the right of first refusal conveyed to the Grantee under this Easement does not vest within 90 years after the date of execution of this Easement by both parties, said interest shall automatically be severed from the remainder of the interests conveyed herein and shall automatically terminate.

1.6 The right of ingress and egress to the Property for the public and the Grantee for passive recreational uses.

II. PERMITTED USES AND PRACTICES

Grantor intends that this Easement shall confine the future use of the Property to scenic, open space, agricultural, passive recreational and environmental uses and related structures and the other related or compatible uses which are described herein. The following uses and practices are permitted under this Easement, and these practices are not to be precluded, prevented, or limited by this Easement:

2.1 Passive recreational uses, which shall include hiking, bicycling, and photography or other nature studies, and construction of trails for such uses. Where determined to be appropriate by the governing boards of both the Grantor and the Grantee, horseback riding, fishing and picnicking, and other uses as allowed under the Open Space provisions of the Boulder County Comprehensive Plan may be permitted upon the Property or portions thereof.

2.2 Continuation of agricultural activities and the pasturing, grazing, feeding and care of livestock at levels consistent with the Boulder Zoning Resolution and with the Soil and Conservation Plan for the Property, if such plan is approved by the governing board of both the Grantor and the Grantee. The agricultural activities shall not result in the pollution or degradation of any surface or subsurface waters.

2.3 Maintenance, repair, replacement, removal and use of all roads and structures legally existing on the Property as of the date of the Easement, substantially in their present condition or as reasonably necessary for the uses permitted on the Property.

2.4 Installation, maintenance, repair, removal, relocation, and replacement of drainage facilities and utility mains, lines and underground facilities for the purpose of providing utility services and drainage to or through the Property; and also installation, maintenance, repair, removal, relocation, and replacement of trails, trail heads, and automobile parking lots at trail heads.

2.5 Development and maintenance of such water resources as are on or appurtenant to the Property, in a manner that shall preserve and protect the agricultural and/or open space characteristics of the Property.

2.6 Use of agrichemicals, including but not limited to, fertilizers and pesticides, but only in those amounts and with that frequency of application necessary to accomplish reasonable agricultural purposes, as approved by the City and County of Broomfield. Such use shall not contaminate surface and ground water.

2.7 Control of predatory and problem animals by the use of selected control techniques whose effect will be upon only specific animals or species which have caused or are likely to cause damage to crops, livestock or other property. Such control techniques shall not have detrimental impacts upon water quality and the continued agricultural use of the Property and shall exclude the use of leghold traps.

2.8 Except as such interest is otherwise conveyed to Grantee by deed or certificates of ownership, or this Easement, Grantor specifically retains all right, title, and interest to subsurface oil, gas, and other minerals. The Broomfield Municipal Code prohibits oil and gas wells on public open lands or open space. Surface and open mining are expressly prohibited by this Easement.

2.9 Any use approved by the governing boards of both the County of Boulder and the City and County of Broomfield.

III. PROHIBITED USES AND PRACTICES

The following uses and practices are inconsistent with the purposes of this Easement and shall be prohibited upon or within the Property unless otherwise approved by the governing boards of both the County of Boulder and the City and County of Broomfield:

3.1 Use of the Property in a manner inconsistent with the spirit and purposes stated herein.

3.2 The change, disturbance, alteration, or impairment of the open space values and the agricultural resources of the Property except as otherwise provided herein.

3.3 Those uses which are otherwise consistent with the applicable zoning regulations as they apply to the Property but which are not specifically permitted by this Easement.

3.4 Any use not expressly permitted by the applicable zoning regulations for the Property, except as described in Section II.

3.5 The construction, placing, or erection of any signs or billboards except those needed for the uses permitted herein.

3.6 The construction, reconstruction or replacement of any structures or development of the Property.

3.7 The dumping, accumulation or storage of ash, trash, junk, rubbish, sawdust, garbage, chemicals, or other unsightly or offensive material, or changing of the topography through dredging or filling, or the placing of soil or other substances, material or landfill on the Property.

3.8 Any division of the Property (whether or not a subdivision as defined by state law, and whether or not the division is legal or physical) without the express written consent of the Grantee. The Property shall be held as one agricultural and Open Space unit and, without the express written consent of the Grantee, Grantor may not convey any portion of the Property as said conveyance would constitute an impermissible division of the Property under this Easement. If the Grantee does approve a division of the Property, all terms of this Easement shall attach to the land and shall survive any division.

3.9 The conveyance of right-of-way or the construction of any new roadways except trails.

3.10 The mining or extraction of soil, sand, gravel, rock, oil, natural gas, fuel, or any other mineral substance.

IV. ENFORCEMENT

4.1 Grantee may exercise immediate reasonable enforcement, restoration and conservation actions when such actions are warranted for the protection and preservation of the Property.

4.2 In the event that one of the Parties fails to abide by the terms hereof, the other Party shall be entitled to all applicable remedies at law or in equity, including but not limited to restraining orders, temporary and permanent injunctions, and damages for destruction or injury to the Property and the injured Party's interest therein.

V. MISCELLANEOUS

5.1 The Parties agree that the costs associated with the maintenance and management and insurance of the Property and any income generated pursuant to any leases involving the Property shall be divided evenly between the Parties. The Parties also agree that Grantor shall extend its existing liability and property insurance to include the Property, subject to the limits of the Colorado Intergovernmental Risk Sharing Agency. Said insurance shall name the County of Boulder, a body corporate and politic, as an additional insured.

5.2 The terms of this Conservation Easement shall be binding upon Grantor and Grantee and their successors in interest, lessees, and assigns, and shall continue as a servitude running in perpetuity with the Property. The terms "Grantor" and "Grantee, whenever used herein, and any pronouns used in place thereof, shall mean and include the above-named Grantor and Grantor's successors and assigns and the above-named Grantee and its successors and assigns, respectively.

5.3 If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Deed of Conservation Easement in Gross and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

5.4 The Grantor agrees that reference to this Easement will be made in any subsequent deed, or other legal instrument, by means of which Grantor conveys any interest in the Property (including a leasehold interest) and that Grantor will attach a copy of this Deed of Conservation Easement in Gross thereto.

5.5 This instrument and the attached Exhibit contain the entire agreement between the Parties relating to the Conservation Easement over and across the Property and may be modified only by an instrument in writing executed by all parties.

5.6 This Easement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, and such counterparts together shall constitute one and the same instrument.

IN WITNESS THEREOF, the Parties have caused this instrument to be duly executed this ____ day of _____, 202__.

THE CITY AND COUNTY OF BROOMFIELD,
a Colorado municipal corporation and county

Mayor

APPROVED AS TO FORM:

City & County Attorney

STATE OF COLORADO)
) ss.
COUNTY OF BROOMFIELD)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__,
by _____, as Mayor of The City and County of Broomfield, a Colorado municipal
corporation and county.

My commission expires: _____

Notary Public

WITNESS my hand and official seal.

COUNTY OF BOULDER,
a body corporate and politic

By: _____
Marta Loachamin, Chair

State of Colorado
County of Boulder

The foregoing instrument was acknowledged before me this ____ day of _____,
202_ by Marta Loachamin, Chair, of the Board of County Commissioners of Boulder
County, Colorado.

(Notary official signature)

NOTARY
S E A L

(Commission expiration)

(Remainder of page intentionally left blank)

Exhibit A
Legal Description of the Property

PARCEL 5E:

A PARCEL OF LAND LOCATED IN THE WEST HALF OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 26, SAID POINT BEING ALSO THE NORTHWEST CORNER OF A RESUBDIVISION OF RIDGEVIEW HEIGHTS, A SUBDIVISION RECORDED AS RECEPTION NO. 393244, IN THE RECORDS OF THE BOULDER COUNTY CLERK AND RECORDERS OFFICE; THENCE ALONG THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 26 AND ALONG THE WEST LINE OF SAID RE-SUBDIVISION OF RIDGEVIEW HEIGHTS, SOUTH 00°02'50" WEST, A DISTANCE OF 1127.74 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 26 AND ALONG THE WEST LINE OF SAID RE-SUBDIVISION OF RIDGEVIEW HEIGHTS, SOUTH 00°02'50" WEST, A DISTANCE OF 1519.47 FEET TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 26, SAID POINT BEING ALSO THE SOUTHWEST CORNER OF SAID RESUBDIVISION OF RIDGEVIEW HEIGHTS, SAID POINT BEING ALSO A POINT ON THE NORTHERLY BOUNDARY OF MIRAMONTE FARMS FILING No. 3; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID MIRAMONTE FARMS FILING NO. 3 THE FOLLOWING ELEVEN (11) COURSES:

- 1) SOUTH 49°23'03" WEST, A DISTANCE OF 20.84 FEET;
- 2) THENCE SOUTH 79°41'05" WEST, A DISTANCE OF 73.95 FEET;
- 3) THENCE NORTH 73°20'34" WEST, A DISTANCE OF 108.86 FEET;
- 4) THENCE NORTH 66°20'36" WEST, A DISTANCE OF 227.58 FEET;
- 5) THENCE SOUTH 58°06'14" WEST, A DISTANCE OF 29.52 FEET;
- 6) THENCE SOUTH 86°32'54" WEST, A DISTANCE OF 48.00 FEET;
- 7) THENCE SOUTH 76°32'41" WEST, A DISTANCE OF 69.68 FEET;
- 8) THENCE SOUTH 66°41'45" WEST, A DISTANCE OF 75.79 FEET;
- 9) THENCE SOUTH 65°47'24" WEST, A DISTANCE OF 80.00 FEET;
- 10) THENCE SOUTH 63°24'35" WEST, A DISTANCE OF 64.78 FEET;
- 11) THENCE SOUTH 41°56'17" WEST, A DISTANCE OF 132.95 FEET

TO A POINT ON A NON-TANGENT CURVE; THENCE 20.61 FEET ALONG A NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 02°30'43", A RADIUS OF 470.00 FEET, AND A CHORD WHICH BEARS NORTH 49°19'04" WEST, A DISTANCE OF 20.60 FEET; THENCE NORTH 50°34'26" WEST, A DISTANCE OF 158.41 FEET TO A POINT OF CURVE; THENCE 8.34 FEET ALONG THE ARC OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 01°20'49", A RADIUS OF 355.00 FEET, AND A CHORD WHICH BEARS NORTH 49°54'01" WEST, A DISTANCE OF 8.34 FEET; THENCE NORTH 40°46'23" EAST, ALONG A LINE RADIAL TO THE PREVIOUSLY DESCRIBED CURVE, A DISTANCE OF 60.00 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE 117.56 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 22°50'00", A RADIUS OF 295.00 FEET, A CHORD WHICH BEARS NORTH 37°48'37" WEST, A DISTANCE OF 116.79 FEET; THENCE NORTH 44°40'10" EAST, A DISTANCE OF 504.24 FEET; THENCE NORTH 19°10'36" EAST, A DISTANCE OF 460.00 FEET; THENCE NORTH 13°36'28" WEST, A DISTANCE OF 616.25 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 648.86 FEET TO THE TRUE POINT OF BEGINNING.

BEARINGS ARE BASED UPON THE CONSIDERATION THAT THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26 IS ASSUMED TO BEAR NORTH 89°29'45" EAST.

Exhibit A (cont.)
Legal Description of the Property

PARCEL 5W:

A PARCEL OF LAND LOCATED IN THE WEST HALF OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 26, SAID POINT BEING ALSO THE NORTHWEST CORNER OF A RESUBDIVISION OF RIDGEVIEW HEIGHTS, A SUBDIVISION RECORDED AS RECEPTION NO. 393244, IN THE RECORDS OF THE BOULDER COUNTY CLERK AND RECORDERS OFFICE; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26, SOUTH 89°29'45" WEST, A DISTANCE OF 359.69 FEET; THENCE SOUTH 10°54'06" WEST, A DISTANCE OF 556.45 FEET; THENCE SOUTH 36°32'44" WEST, A DISTANCE OF 156.25 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 36°32'44" WEST, A DISTANCE OF 18.80 FEET; THENCE SOUTH 15°44'08" WEST, A DISTANCE OF 370.00 FEET; THENCE SOUTH 13°36'28" EAST, A DISTANCE OF 700.00 FEET; THENCE SOUTH 19°10'36" WEST, A DISTANCE OF 460.00 FEET; THENCE SOUTH 44°40'10" WEST, A DISTANCE OF 439.42 FEET; THENCE NORTH 20°55'24" EAST, A DISTANCE OF 30.65 FEET; THENCE NORTH 23°22'11" EAST, A DISTANCE OF 92.94 FEET; THENCE NORTH 15°22'04" EAST, A DISTANCE OF 37.53 FEET; THENCE NORTH 01°28'00" EAST, A DISTANCE OF 55.06 FEET; THENCE NORTH 07°20'02" WEST, A DISTANCE OF 57.98 FEET; THENCE NORTH 28°42'57" WEST, A DISTANCE OF 60.59 FEET; THENCE NORTH 47°29'28" WEST, A DISTANCE OF 42.30 FEET; THENCE NORTH 73°34'27" WEST, A DISTANCE OF 45.89 FEET; THENCE SOUTH 83°41'19" WEST, A DISTANCE OF 45.44 FEET; THENCE SOUTH 63°27'41" WEST, A DISTANCE OF 62.32 FEET; THENCE SOUTH 56°28'46" WEST, A DISTANCE OF 99.55 FEET; THENCE SOUTH 48°33'20" WEST, A DISTANCE OF 74.92 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 287; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES:

1. NORTH 00°18'53" EAST, A DISTANCE OF 428.35 FEET;
2. THENCE NORTH 09°05'03" EAST, A DISTANCE OF 201.04 FEET;
3. THENCE NORTH 21°03'40" EAST, A DISTANCE OF 210.66 FEET;
4. THENCE NORTH 06°34'03" WEST, A DISTANCE OF 549.62 FEET;
5. THENCE NORTH 18°49'28" EAST, A DISTANCE OF 220.95 FEET;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 581.25 FEET TO THE TRUE POINT OF BEGINNING.

BEARINGS ARE BASED UPON THE CONSIDERATION THAT THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26 IS ASSUMED TO BEAR NORTH 89°29'45" EAST.



Parks & Open Space

5201 St. Vrain Road • Longmont, CO 80503
 303-678-6200 • POSinfo@bouldercounty.org
www.BoulderCountyOpenSpace.org

gw

for Therese
 Glowacki

BOCC BUSINESS MEETING

Time/Date of Meeting: 10:30 a.m., Tuesday, January 25, 2022

Location: Virtual Meeting

TO:	Board of County Commissioners
FROM:	Brandon Pumphrey, Land Officer
RE:	Johnstone Farm (Parcels 5E & 5W) Conservation Easement
DATE:	January 25, 2022

Summary of Request

Boulder County proposes to accept a conservation easement over and across the 45-acre Johnstone Farm (Parcels 5E and 5W) property. The property is located in the City and County of Broomfield (“Broomfield”) north of Miramonte Boulevard and east of State Highway 287, across from the county’s Rock Creek Farm property (please see attached map).

Background Information

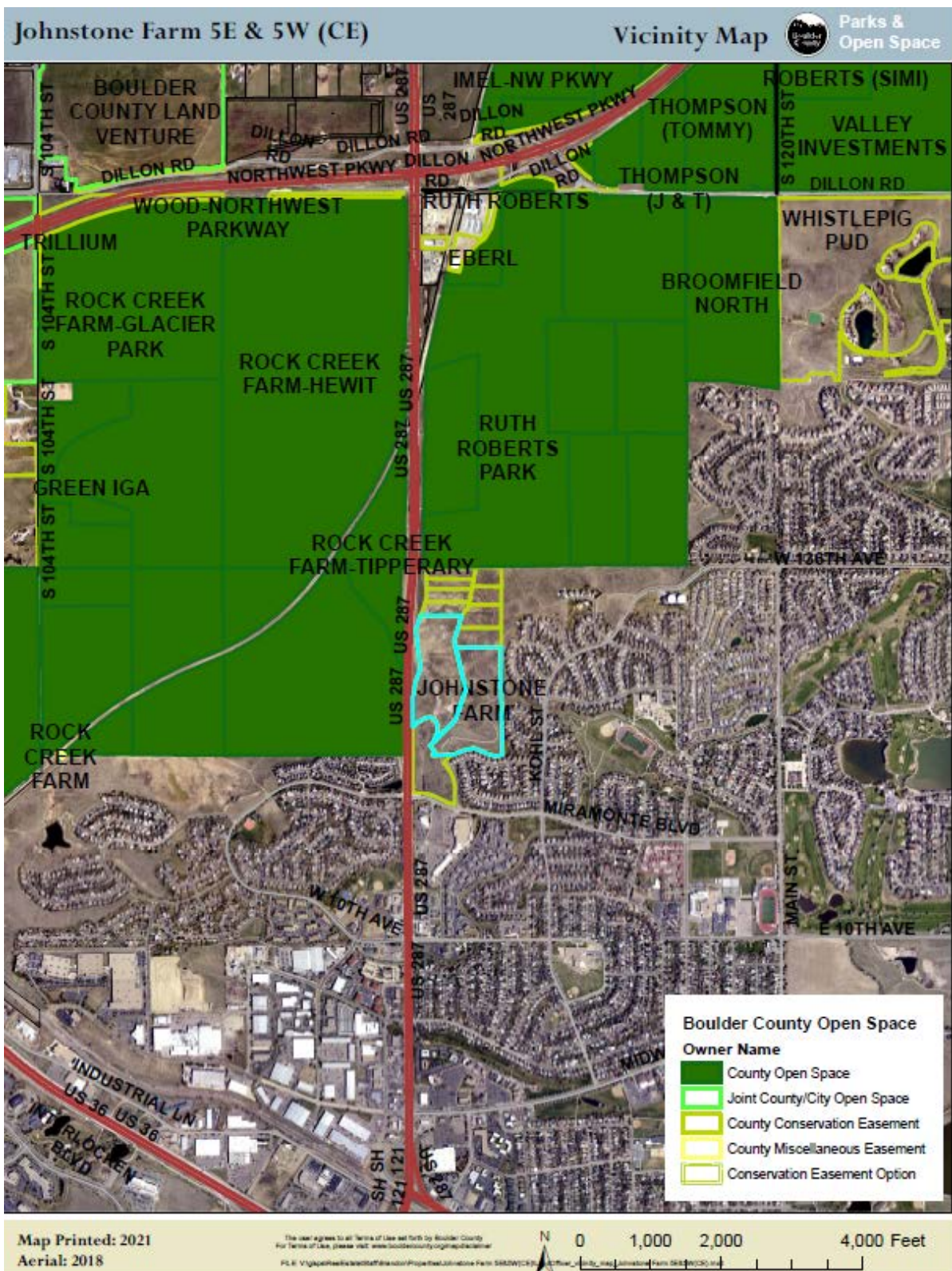
In September of 1999, Boulder County entered into an intergovernmental agreement (“IGA”) to contribute to helping Broomfield acquire the Johnstone Farm Property in exchange for conservation easement interests over each phase of the acquisition. Over time, Broomfield acquired the entire property and conveyed conservation easements to the county as agreed upon, except that the county never received a conservation easement over Parcels 5E and 5W. Broomfield is ready to convey a conservation easement to the county over Parcels 5E and 5W as required by the IGA.

Staff Recommendation

Staff recommends approval. The 1999 IGA required Broomfield to convey a conservation easement across Parcels 5E and 5W of the Johnstone Farm property to the county; therefore, staff recommends approval to effectuate this requirement.

BOCC Action Requested

Approve and sign acceptance of a conservation easement across Parcels 5E and 5W of the Johnstone Farm property as described above.





Office of Financial Management

2020 13th Street • Boulder, Colorado 80302 • finance@bouldercounty.org • 303-441-3500
Mailing Address: P.O. Box 471 • Boulder, CO 80306 • www.BoulderCounty.org

Memorandum

Date: January 7, 2022

To: Board of County Commissioners

From: Aaron Pratt – Budget Director

Subject: 2022 Budget Amendment

General Fund to Disaster Fund Amendment Request

Amount: \$0

Description: The Office of Financial Management is requesting a 2022 budget transfer in the amount of \$250,00 out of the General Fund (Fund 101) appropriation CO22(General Administration) to the Disaster Recovery Fund (Fund 135) appropriation FR13 (GF Emergency Response Recovery.) These funds were apart of the 2022 adopted budget as part of the county's ongoing effort to build fund balance for countywide disasters. Due to the Marshall fire, the timing for moving the funds now into the Disaster Recovery fund is critical to account for county staff who are responding to the event.

Source: Fund 101 (General Fund) CO22 (General Administration) Transfer to Fund 135 (Disaster Recovery) FR13 (GF Emergency Response Recovery)



Office of Financial Management

2020 13th Street • Boulder, Colorado 80302 • finance@bouldercounty.org • 303-441-3500
Mailing Address: P.O. Box 471 • Boulder, CO 80306 • www.BoulderCounty.org

Memorandum

Date: January 7, 2022
To: Board of County Commissioners
From: Aaron Pratt - Budget Director
Subject: 22 Budget Amendment
[Fiscal Yr]

Request: General/Disaster Fund Transfer **Amendment Request**
[Fund Name or other brief description]

Expenditure Amount: \$ 0
Department/Office: OFM (20020)

Description: The Office of Financial Management is requesting a 2022 budget transfer in the amount of \$250,00 out of the General Fund (Fund 101) appropriation CO22(General Administration) to the Disaster Recovery Fund (Fund 135) appropriation FR13 (GF Emergency Response Recovery.) These funds were apart of the 2022 adopted budget as part of the county's ongoing effort to build fund balance for countywide disasters. Due to the Marshall fire, the timing for moving the funds now into the Disaster Recovery fund is critical to account for county staff who are responding to the event.

[Internal: Please describe the circumstances necessitating the request: what was involved in arriving at costs, current status of entire appropriation, and status of specific account for Amendment. If the request includes unanticipated revenue, describe fully. Memo on Department letterhead should also be included with request.]

FUND BALANCE OR UNANTICIPATED REVENUE

Source: _____ **Fund** _____
[Appropriation - Fund Name] [Fund Number]

TRANSFER

Source: CO22 (General Administration) **Fund** 101
[Appropriation - Fund Name] [Fund Number]
Transfer to
FR13 (GF EMERGENCY RESPONSE) **Fund** 135
[Appropriation - Fund Name] [Fund Number]

Matt Jones County Commissioner

Claire Levy County Commissioner

Marta Loachamin County Commissioner

**BOULDER COUNTY
REQUEST FOR BUDGET AMENDMENT**

Amendment Type

☒

ONE TIME (CURRENT YEAR ONLY)

☐

ON-GOING BASE CHANGE REQUIRED

Amendment Category *Please select all that apply:*

☐

FUND BALANCE

☒

TRANSFER

☐

UNANTICIPATED REVENUE

REQUESTED EXPENDITURE INCREASE AMOUNT: \$ 0

(Please use expenditure worksheet on page 3 below to detail this amount across appropriate Org-Fund-Appropriation-Service segments]

REQUESTED REVENUE INCREASE AMOUNT: _____

(Please use revenue worksheet on page 4 below to detail this amount across appropriate Org-Fund-Appropriation-Service segments]

SUBMITTED BY: *Ramona Farineau*
(Department Director/Elected Official Signature)

DATE: _____

REVIEWED BY BUDGET: *Aaron Pratt*
(Budget Director Signature)

DATE: _____

APPROVED BY THE BOARD OF COMMISSIONERS WITH DIRECTION TO BUDGET TO PREPARE THE RESOLUTION:

Matt Jones
(Chair of Board of County Commissioners Signature)

DATE: _____

January 7, 2022

CL



January 12, 2022

Boulder County Board of County Commissioners

DELIVERY VIA ELECTRONIC MAIL

**RE: LETTER OF UNDERSTANDING FOR DISTRIBUTION OF FUNDS RECEIVED BY
ELEVATIONS FOUNDATION, INC. RELATED TO THE DECEMBER 2021 MARSHALL
FIRE TRAGEDY IN BOULDER COUNTY, COLORADO**

Thank you for your willingness to assist the Elevations Foundation, Inc., a Colorado non-profit corporation (the "Foundation"), with the fair and equitable distribution of the funds donated to the Foundation for the benefit of the individuals impacted by the Marshall Fire tragedy that occurred on December 30th and 31st, 2021, in Boulder County, Colorado (the "Fund"). I am pleased to present this Letter of Understanding ("LOU") on behalf of the Foundation, to set forth the mutual understanding between the Foundation and Boulder County Department of Housing & Human Services ("BCDHHS") with respect to distribution of the fund. The proposed terms are as follows:

- 1. FUND:** Approximately \$1,033,962, comprised of \$833,962 donated by third party donors through January 12, 2022, 3:00 p.m. MST plus \$100,000 of matching funds provided by Elevations Foundation, Inc., and an additional \$100,000 of matching funds separately donated by Elevations Credit Union. Any additional funds received by the Foundation after January 12, 2022, 3:00 p.m. that are designated for the individuals impacted by the tragedy shall be promptly forwarded to BCDHHS to be added to the fund.
- 2. MANNER OF DISTRIBUTION:** It is the desire of the Foundation that the fund be maintained and distributed as a separate fund, and not co-mingled with other County resources, and utilized to provide direct monetary payments to those individuals impacted by the fire. It is also our desire and intent that the fund be distributed in a fair and equitable manner, and that 100% of the monies comprising the fund be distributed as direct payments to grantees for their immediate needs, without any deduction for administrative costs. To the extent possible, we request that the process of applying for and

receiving grants from the fund be as simple as possible, and that priority be given to those impacted individuals (a) whose home was wholly or partially destroyed by the fire and (b) have not received grants from other sources. However, to the extent that there are funds available, BCDHSS may use its reasonable discretion to award grants to individuals needing assistance that have received other forms of assistance.

We request that grants be awarded using the following specific criteria:

- Homeowners with 1-2 occupants receive up to \$2,500 grant
- Homeowners with 3+ occupants receive up to \$5,000 grant
- Renters of destroyed or damaged property receive up to \$2,500 grant (renters sign affidavit)
- Small Business or other entity (including a home business) that incurred fire damage resulting in loss of inventory, assets or ability to operate - receive up to \$2,500 grant

3. CONTINGENT DISTRIBUTION: In the event that the applications or requests for distributions from the fund do not exhaust the fund within a reasonable period of time, it is requested that such portion of the fund which remains after a reasonable period of time be distributed in a fair and equitable manner to those individuals who lost homes in the fire, in a manner to be determined by BCDHHS.

4. TIMING OF DISTRIBUTION: It is requested the fund be distributed expeditiously, and if possible, within thirty (30) days of your receipt of the fund.

5. REPORTING: We request that you confirm receipt of the fund, and that you also confirm once the fund has been fully distributed. It is also understood and agreed that if requested, BCDHHS will provide such information to the Foundation as is reasonably requested for the Foundation's internal accounting and administrative purposes, including but not limited to the name of each grant recipient and the amount of each grant.

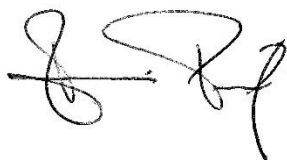
This LOU is intended to be a general expression of the mutual intent of both parties with respect to the fund distribution, and is not intended to contain all of the specific facts, circumstances and details that will be considered by BCDHHS in distributing the fund. In the event of any dispute between a victim of the tragedy regarding eligibility or entitlement to a distribution from the fund, it is understood that BCDHHS shall have final decision-making authority with respect to distribution of the fund.

Upon receipt of a countersigned copy of this LOU, the Foundation shall promptly make arrangements for remittance of the fund to BCDHHS. Should you have any questions, please feel free to contact either of the undersigned at your convenience.

Thank you, and we look forward to working with you on this important matter.

Very truly yours,

ELEVATIONS FOUNDATION, INC.



Dennis Paul, Board Chairman



Eric Lentz, Executive Director

ACCEPTED AND AGREED:

BOULDER COUNTY BOARD OF COUNTY COMMISSIONERS

By: Marta Loachamin

Title: Chair Board of Boulder County Commissioners

Date: January 13, 2022



Office of Financial Management

2020 13th Street • Boulder, Colorado 80302 • finance@bouldercounty.org • 303-441-3500
Mailing Address: P.O. Box 471 • Boulder, CO 80306 • www.BoulderCounty.org

Memorandum

Date: January 20, 2022
To: Board of County Commissioners
From: Aaron Pratt – Budget Director
Subject: 2022 Budget Amendment

Disaster Recovery Fund Amendment Request

Amount: \$2,588,612

Description: The Office of Financial Management is requesting a 2022 budget amendment in the amount of \$2,588,612 to the Disaster Recovery Fund (Fund 135) appropriation FR13 (GF Emergency Response Recovery.) Boulder County has received two donations (Elevations Foundation \$1,033,962 and the Community Foundation \$1,544,650) in the total amount of \$2,588,612 to assist residents who were directly impacted by the Marshall Fire. This amendment is to recognize the revenue and expenditures related to those donations in our Disaster Recovery Fund (Fund 135) appropriation FR13

Source: Fund 135 (Disaster Recovery) FR13 (GF Emergency Response Recovery) unanticipated revenue



Office of Financial Management

2020 13th Street • Boulder, Colorado 80302 • finance@bouldercounty.org • 303-441-3500
Mailing Address: P.O. Box 471 • Boulder, CO 80306 • www.BoulderCounty.org

Memorandum

Date: _____
To: Board of County Commissioners
From: Aaron Pratt - Budget Director
Subject: Budget Amendment
[Fiscal Yr]

Request: Amendment Request
[Fund Name or other brief description]

Expenditure Amount: _____

Department/Office: _____

Description:

[Internal: Please describe the circumstances necessitating the request: what was involved in arriving at costs, current status of entire appropriation, and status of specific account for Amendment. If the request includes unanticipated revenue, describe fully. Memo on Department letterhead should also be included with request.]

FUND BALANCE OR UNANTICIPATED REVENUE

Source: _____ **Fund** _____
[Appropriation - Fund Name] [Fund Number]

TRANSFER

Source: _____ **Fund** _____
[Appropriation - Fund Name] [Fund Number]
Transfer to
_____ **Fund** _____
[Appropriation - Fund Name] [Fund Number]

Matt Jones County Commissioner **Claire Levy** County Commissioner **Marta Loachamin** County Commissioner

**BOULDER COUNTY
REQUEST FOR BUDGET AMENDMENT**

Amendment Type

ONE TIME (CURRENT YEAR ONLY)

ON-GOING BASE CHANGE REQUIRED

Amendment Category *Please select all that apply:*

FUND BALANCE

TRANSFER

UNANTICIPATED REVENUE

REQUESTED EXPENDITURE INCREASE AMOUNT: _____

(Please use expenditure worksheet on page 3 below to detail this amount across appropriate Org-Fund-Appropriation-Service segments]

REQUESTED REVENUE INCREASE AMOUNT: _____

(Please use revenue worksheet on page 4 below to detail this amount across appropriate Org-Fund-Appropriation-Service segments]

SUBMITTED BY: _____
(Department Director/Elected Official Signature)

DATE: _____

REVIEWED BY BUDGET: _____
(Budget Director Signature)

DATE: _____

APPROVED BY THE BOARD OF COMMISSIONERS WITH DIRECTION TO BUDGET TO PREPARE THE RESOLUTION:

(Chair of Board of County Commissioners Signature)

DATE: _____

AMENDMENT EXPENDITURE WORKSHEET

[illegible]

AMENDMENT REVENUE WORKSHEET

[illegible]



Community Planning & Permitting

Courthouse Annex • 2045 13th Street • Boulder, Colorado 80302 • Tel: 303.441.3930 • Fax: 303.441.4856
Mailing Address: P.O. Box 471 • Boulder, Colorado 80306 • www.bouldercounty.org

MEMORANDUM

TO: Applicant(s), Adjacent Property Owners & Referral Agencies

FROM: Ian Brighton, Planner II

DATE: January 20, 2022

RE: Docket SE-21-0008: Gebhardt Boundary Line Adjustment

Please be informed that the above-mentioned docket has been **TABLED INDEFINITELY**. The Board of County Commissioners was scheduled to hear this docket on February 1, 2022 at 1:30 p.m. as previously noticed. You will be notified when a new hearing date and time are scheduled.

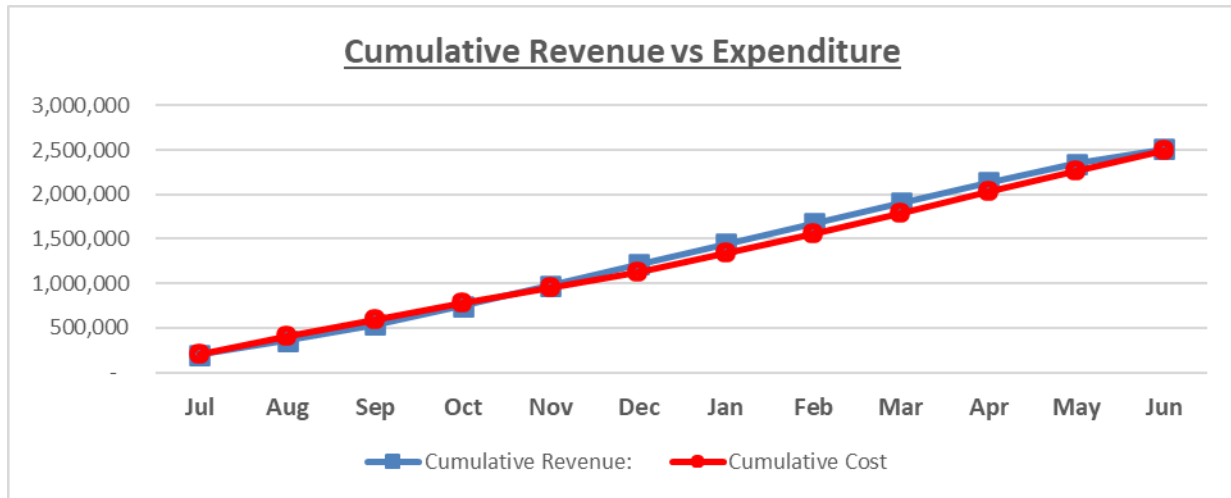
We apologize for any inconvenience this may have caused you. If you have any questions, please feel free to contact me via email at ibrighton@bouldercounty.org.

Thank you.

Boulder County Head Start
Monthly Report to Boulder County Board of Commissioners
January 25, 2022

Report of Head Start Director

1. Policy Council Updates
 - a. Policy Council Recruitment 21-22
 - i. New: Ramey, Dennis (non-parent)
 - ii. Returned after at least 1 year off: Marisela, Adriana
 - iii. Returning from last school year: Jennifer, Mari, Jessica
 - iv. Potential additional members: Elizabeth
 - b. Parent forum from December:
 - i. Dennis took a tour of the Dagny site. Interested in supporting the program with fundraising for therapeutic services
 - ii. Elizabeth shared parents received help and gifts during the difficult holiday season through the Winter Extravaganza and referrals
 - c. Policy Council Bylaws updated to include financial incentive for parents
 - d. Executive Positions
2. Meal service
 - a. November
 - i. Total Meals delivered: 3876
 - ii. Total meals served: 2177
 - iii. Reimbursement: 56%
 - b. December
 - i. Total Meals delivered: 3549
 - ii. Total meals served: 2412
 - iii. Reimbursement: 68%
3. Report: Enrollment & Attendance
 - a. November Overall Program Attendance %: 66.16%
 - i. Dagny (Lafayette) attendance %: 69.35
 - ii. Woodlands (Boulder) attendance %: 60.59
 - b. November Site Enrollment (as of end of previous month): 91
 - i. Dagny Enrollment #: 59
 - ii. Woodlands Enrollment #: 32
 - c. December Program Attendance: 75%
 - i. Dagny attendance: 72%
 - ii. Woodlands attendance: 80%
 - d. December Program Enrollment Numbers: 91, 68% full (no adds or drops in December)
 - i. Dagny Enrollment #: 59 (92%)
 - ii. Woodlands Enrollment #: 32 (100%)
 - iii. LCS Enrollment #: 0 (currently closed)
4. Boulder YMCA Classroom Update





Department of Housing & Human Services

1333 Iris • Boulder, Colorado 80304 • Tel: 303.441.1000 Fax: 720.564.2283
3460 Broadway • Boulder, Colorado 80304 • Tel: 303.441.1000 Fax 303.441.1523
515 Coffman Street, Suite 100 • Longmont, Colorado 80501 • Tel: 303.441.1000

www.bouldercountyhhs.org

**Boulder County Department of Housing & Human Services
Housing Authority Board
Monthly Board Meeting Agenda
Tuesday, January 25, 2022 - 1:00 p.m. – 2:00 p.m.
Online Meeting**

Agenda

1. Call to Order – Boulder County Housing Authority
2. Director's Update – Norrie Boyd (1:00 – 1:15 p.m.)
 - a. BCHA Marshall Fire Updates
 - b. BCHA Households in the evacuation zones
 - c. BCHA Actions taken to protect Louisville Residents
3. BCHA Housing Update - Norrie Boyd (1:15 – 1:25 p.m.)
 - a. The Spoke on Coffman, Longmont - Construction and Lease-up
 - b. Willoughby Corner, Lafayette - Predevelopment and Planning
 - c. Transit-Oriented Development, Superior – Preliminary Planning
4. BCHA Finance Summary - Norrie Boyd (1:25 – 1:35 p.m.)
5. Matters from Members of the Housing Authority Board (1:35 – 1:50 p.m.)
6. Matters from Members of the Public on Housing Authority topics (previously emailed to BCDHHS) (1:50 – 1:55 p.m.)
7. Meeting Adjourned – BCHA Board (1:55 – 2:00 p.m.)

Upcoming Meetings

Boulder County Housing Authority March 29, 2022, 1:00 p.m. – 2:00 p.m. Online Meeting

Current and past packets for the Boulder County Housing Authority Board, the Boulder County Human Services Board, and the Housing & Human Services Advisory Committee can be accessed at the links below:

[Boulder County Housing Authority Board Packets](#)

[Boulder County Human Services Board Packets](#)

[Housing & Human Services Advisory Committee Packets](#)

Any member of the Public may speak on any subject related to Boulder County Housing and Human Services. It is the policy of the Board to facilitate an orderly and respectful hearing where all points of view may be heard. Please keep comments to a maximum of 3 minutes. For more on addressing the Board, see the County's guide to public hearings:

<http://www.bouldercounty.org/doc/bocc/guidetopublichearings.pdf>

It is the policy of BCDHHS to make programs, meetings, activities and services accessible to individuals with disabilities. In order to provide special services such as interpreters or provide special materials in special formats such as large print, Braille, or computer disks the county needs to be informed of the individual's special needs. If you need special assistance contact Julia Larsen, ADA Coordinator, or the Human Resources Division at 303-441-3508 at least 48 hours before the scheduled event.

La política de BCDHHS es hacer que los programas, juntas, actividades y servicios sean accesibles para gente discapacitada. Para poder ofrecer servicios especiales como interpretes o material en algún formato especial, como impresiones mas grandes, Braille, o disco de computadora, el condado requiere que le informen de las necesidades especiales de cada individuo. Si Ud. requiere atención especial, por favor comuníquese con Julia Yager, coordinadora del ADA o a la oficina de Recursos Humanos al 303-441-3508 cuando menos 48 horas antes del evento.

BCHA Executed Contracts			
November 23, 2021 - January 19, 2022			
Date Executed	Contractor Name	Description	Contract Amount
1/11/2022	AAA Building Maintenance LLC dba 3aclean	continuing services contract for cleaning (SOQ 7083-19)	\$ -
12/17/2021	Boulder County Housing Authority	IGA: Family Self-Sufficiency Program (FSS)	\$ 36,600.00
12/14/2021	Boulder County Housing Authority	IGA: HSP and Damange Mitigation Fund	\$ 1,604,250.00
12/7/2021	ThyssenKrupt Elevator Corporation	For elevator maintenance at Aspinwall, Lydia Morgan, Kestrel, Tungsten Village, and the Spoke on Coffman (once operational)	\$ 20,000.00



Department of Housing & Human Services

1333 Iris Street • Boulder, Colorado 80304 • Tel: 303.441.1000 Fax: 720.564.2283
3460 Broadway • Boulder, Colorado 80304 • Tel: 303.441.1000 Fax: 303.441.1523
515 Coffman Street • Longmont, Colorado 80501 • Tel: 303.441.1000

www.BoulderCountyHHS.org

DATE: January 25, 2022

TO: Boulder County Housing Authority (BCHA) Board

FROM: Norrie Boyd, Housing Division Director, BCHA
Paul Jannatpour, Director, HHS
Julia Ozenberger, Finance Division Director, HHS
Justin Lightfield, Housing Development Manager, BCHA
Amanda Guthrie, Operations Manager, BCHA

SUBJECT: BCHA Update

BCHA Marshall Fire Updates

On December 30, 2021, Boulder County experienced a fire that damaged/destroyed 1000 homes primarily in the Town of Superior, City of Louisville and parts of unincorporated Boulder County. A disaster declaration was issued by FEMA for "Colorado Wildfires and Straight-Line Winds" and spans the entire county. Incredibly, almost all residents were able to evacuate, while sadly there was loss of life.

Below is a summary of BCHA's efforts during the fire:

- It was very scary. We did not know how residents were doing and whether buildings were about to catch fire.
- We worked quickly to ensure BCHA staff and residents were evacuated out of the buildings and fire area.
- Smoke was thick, winds were powerful and utility lines were blowing down.
- Staff were also being pre-evacuated and packing their own homes as we were communicating with every resident, coordinating transportation and dividing tasks to keep residents safe.

BCHA households in the evacuation zones included the following:

- BCHA owns 346 rental homes in 10 properties in Louisville. All households were evacuated.
- BCHA also has 92 households living in Louisville with Housing Choice Voucher (HCV) or Project Based Vouchers (PBV).
 - 80 of the 92 live in BCHA-owned properties.
 - The remaining 12 voucher holders live in private landlord properties in Louisville.
- BCHA has 6 households living in Superior and unincorporated Boulder County with Housing Choice Vouchers.
- No homeownership voucher holders were impacted - BCHA has 3 home-ownership voucher holders who live in Longmont and were not impacted by the fires.

BCHA's portfolio of properties in Louisville

LOUISVILLE - 346 homes		
Acme Place- Affordable	1976	4
Hillside Square – RAD PBV	1983	13
Kestrel Mixed Age - LIHTC	2017	129
Kestrel Senior Building- LIHTC	2017	71
Lilac Place – Affordable – 80% AMI	1970	12
Lydia Morgan Senior Housing – Post 15 LIHTC	1997	30
Regal Court I- Affordable	1984	30
Regal Court II- affordable	1982	10
Regal Square – HUD MF	1979	30
Sunnyside Place – Post 15- LIHTC & HOME	2000	17

Damage Assessments:

All 346 BCHA units in 10 properties were evacuated, in coordination with Louisville Fire and Police. As of Jan 12, 2022, we only have 4 HCV households (that we know of right now) that have not returned to their properties.

Voucher Holders who have not yet found stable housing:

- HCV household not willing to return due to health concern, but property in Louisville was not destroyed or damaged – 1 total member disabled adult age 68
- HCV household mobile home affected by weather/wind in Boulder, not the fire, but severely damaged and not able to return– 1 total member non-disabled adult age 83
- HCV household whose rental was destroyed in Superior – 6 family members non-disabled (4 adults ages 53, 53, 76, 26 and 2 children ages 9, 4)
- HCV household whose rental was damaged in Superior and is staying at Air BNB until repairs are done – 4 family members (1 adult age 37, 3 children ages 11, 9, and 9)

BCHA Actions taken to protect Louisville residents:

- 12/30/21 - After residents received evacuation orders, BCHA Property Management and Res Services staff called every resident; Coordinated transportation with Boulder Office of Emergency Management assistance; VIA mobility vans, and buses for seniors and buildings. Tenants were transported to the available shelters and to hotels for those who could not safely stay in shelters due to disabilities, medical equipment or covid. BCHA offered to reimburse tenants the night's hotel stay and are currently collecting receipts for reimbursement. Maintenance staff worked hard to ensure people and pets were relocated by 8 PM and called out that night for a few EMS checks.
- 12/31/2021 - Most properties have no heat, no power, no hot water with snow and freezing temps. Maintenance Emergency on-call staff purchased and installed space heaters in all units to prevent frozen pipes. HVAC staff met Xcel at various properties to restore gas and get systems back up. As buildings warmed up, residents could return from shelters and hotels.

Communication goes out to all residents with safety reminders and resources in English and Spanish. BCHA requests lift of CHFA, LIHTC and USDA Rural Development regulations to enable any displaced resident may lease any unit in BCHA's functioning portfolio regardless of income limits and to make available on month-to-month leases.

Maintenance staff Purchasing every heater in stock at Lowes to provide to tenants



- 01/01/2022 - Maintenance Emergency on-call staff purchased and installed more space heaters to prevent pipes from freezing once gas was off and freezing temps started.



BCHA Maintenance staff debrief evacuations.

HVAC staff continue to meet Xcel at properties and work to maintain power, heat, and hot water systems. Some buildings were unable to have gas restored.

As buildings were warmed up, more residents could return from shelters and hotels. Property Management staff move in displaced households, including family of 7 who lost their home in fire and leased at Kestrel Apartments in Louisville and provided resources like gift cards.

Communication, in English and Spanish email and texts go out to all residents with safety reminders and resources.

- 01/02/2022- 1/6/2022 - Maintenance HVAC staff continue to meet Xcel at remaining properties that have no heat or broken hot water heaters and pipes. 1301 Lincoln is the last remaining building, and it is finally repaired. Communication goes out to all residents with reminder of boil water notices, safety reminders and resources to help them, English/Spanish email and texts. Communication out to disaster-impacted residents with all of BCHA's available units that have lifted LIHTC regulations, deferred application fees, and made available on month-to-month leases.
- By 1/6/2022, BCHA has 100% of buildings with heat and hot water. Still on boil water orders.



BCHA Requests Regulatory Relief from HUD and CHFA to assist displaced households

- **BCHA Requests flexibility from HUD for Vouchers Payment Standards**
 - Current BCHA payment standards are set at an average of 105% of the HUD FMR's for 2022 and were approved in November of 2021.
 - Should the Marshall Fire recovery pose an undue hardship on all voucher holders searching for housing, BCHA will monitor the situation and look at increasing the payment standards up to 110% of the FMR's if needed.
- **BCHA Requests HUD to allow Voucher Extensions**
 - BCHA currently issues "vouchers searching" for an initial period of 60 days for a voucher holder to find a home, with an additional extension up to another 60 days and then an additional 30-day extension in extenuating circumstances. Additional extensions beyond 150 days are referred to the RA committee for households with a disabled individual.
 - Due to the Marshall Fire BCHA will start issuing "vouchers searching" for 120 days initially with an additional 60-day extension if needed. Additional extensions beyond 180 days will be reviewed on a case by case and maybe referred to the RA committee if the household has a disabled individual for review.
- **BCHA Vouchers Interim Changes/Annual Recertification**
 - BCHA will attempt to collect third party verifications of all income and assets, however BCHA will follow HUD's level of hierarchy for collecting verification and may result to accepting self-certifications of income and assets as the highest level of verification for households displaced by the Marshall Fire.
 - BCHA will attempt to collect signatures from all household members over the age of 18 on required recertification forms, however BCHA staff may utilize a staff certification document in lieu of collecting household signatures for households displaced by the Marshall Fire. In doing so BCHA staff will conduct a phone appointment with the household to ensure the household understands and agrees with all the paperwork and will notate the file accordingly.

- BCHA asks for a similar waiver to the HUD COVID Waiver HQS-1 as outlined in PIH notice 2021-14 which allowed for a delayed initial inspection and allowed PHA's to rely on the owner's certification that the owner has no reasonable basis to have knowledge that life-threatening conditions exist in the unit or units in question instead of conducting an initial inspection. BCHA would ask for this waiver and would conduct all delayed initial inspections within 30 days of the beginning of the HAP contract. HUD did not approved this request for Covid inspection waivers.

4. Request Regulatory Relief from CHFA, USDA, others

- BCHA sought regulatory relief from lenders/investors to allow FEMA disaster displaced households to lease quickly, with month to month options and waived fees, for up to one year.
- BCHA has been granted CHFA LIHTC waivers for its portfolio of tax credit properties.
- We also sought regulatory relief for USDA Rural Development properties, but we were not approved by USDA to change qualifications.

The regulatory relief and aggressive proactive approach by staff have reduced the impact on displaced households.

BCHA Housing Development Updates

BCHA currently has the following three development projects underway:

1. The Spoke on Coffman, Longmont – Construction and Lease-up

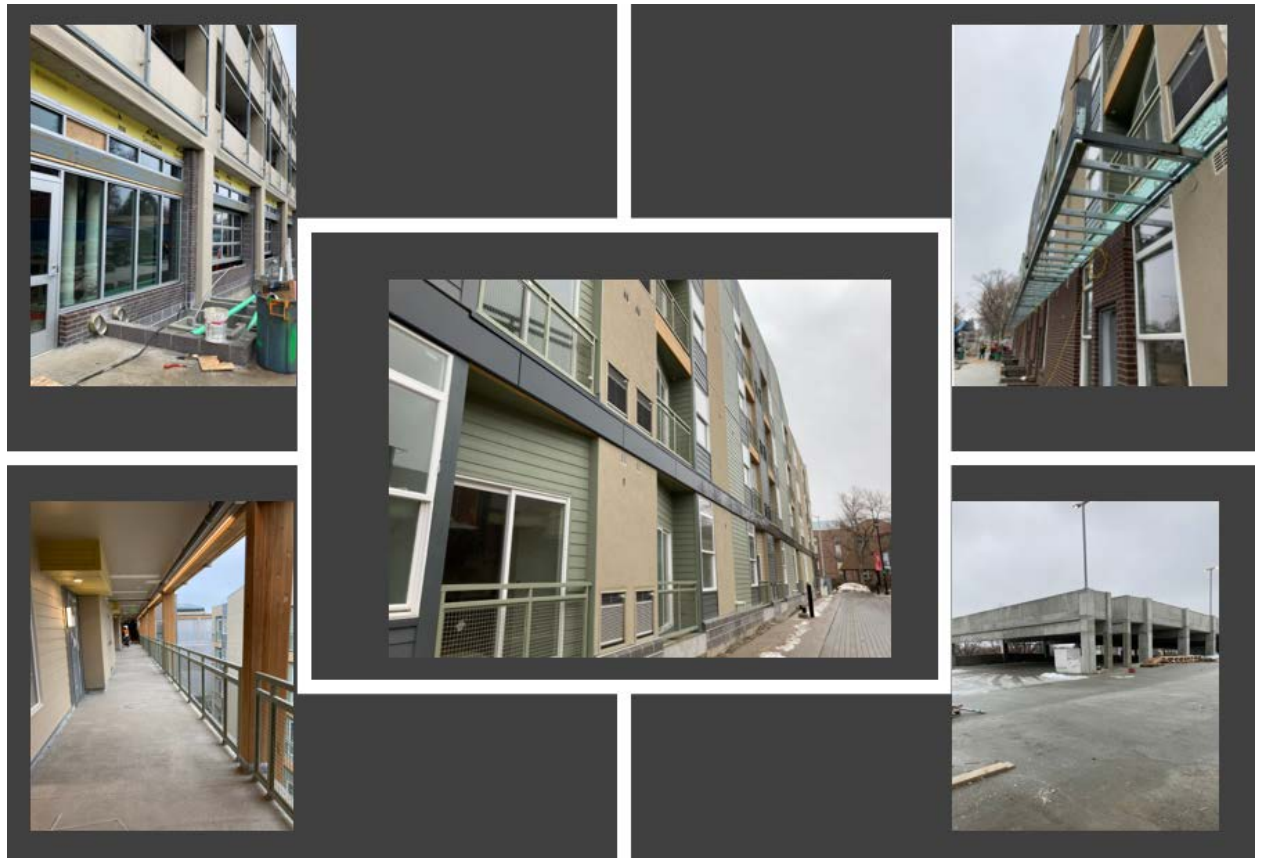
The Spoke on Coffman, located in downtown Longmont at 5th Ave. and Coffman St., will be made up of 73 affordable homes, a 262-space parking deck, commercial space for a workforce enterprise café, and BCHA staff office space.



Drywall, floors, cabinetry, and countertops were installed on the affordable housing apartments. Currently, appliances are being installed. On the exterior, cladding materials, including fiber cement board, masonry, and stucco were installed and painted, and external solar power components were fitted. The enterprise café and BCHA office space will be built-out on the ground level of the parking structure over the remaining construction duration.



BCHA owner walkthroughs and inspections began in mid-January 2022, starting with the eastern-most building volume bordering the alley-side. The affordable housing apartments and the parking structure are on schedule to be completed by late March 2022 at this time.



Projected milestones for The Spoke:

- Tenant Screening/Lease-Up: Early 2022
- Completion/Ribbon-cutting: Spring 2022
- Tenant Move-in: Spring 2022

Online applications for The Spoke on Coffman and for a variety of housing assistance vouchers throughout the community were accepted beginning December 14, 2021. In just eight hours, BCHA received nearly 5,000 applications, broken down as follows:

Rental Homes/Vouchers	Applications
The Spoke on Coffman – 1 bedroom apartments	541
The Spoke on Coffman – 2 bedroom apartments	427
The Spoke on Coffman – 3 bedroom apartments	297
Project-Based Vouchers at The Spoke	652
Housing Choice Vouchers (Lottery List)	752
Bloomfield Place (Lyons)	141
Regal Square (Louisville)	184
Family Self-Sufficiency/Project-Based Vouchers	274
Tungsten Village (Nederland), Prime Haven (Nederland), Walt Self (Lyons), and Casa de la Esperanza (Longmont)	1,647

The response is also a strong indicator of the intense need for housing help across our community and a testament to the hard work of many Boulder County team members, including Voucher, Compliance, Property Management, Communications, Housing Development, BOSS, Call Center, and MIS.

Please continue to visit The Spoke on Coffman page at www.TheSpokeonCoffman.org for construction and lease-up updates.

2. Willoughby Corner, Lafayette – Predevelopment and Planning

For Willoughby Corner, staff continue to focus on outreach, design and planning in its current predevelopment stage. To date, close to 5,000 flyers and postcards have been distributed to nearby households and local businesses; open houses with more than 500 attendees and 25 community meetings, including three for Spanish-speaking residents have been held; and ten meetings with the East Lafayette Advisory Committee (ELAC) were initiated by BCHA for input requests and information distribution.

In November, BCHA hired Pinkard Construction to provide preconstruction services. Chosen through a rigorous Request for Proposal (RFP) process, Pinkard will provide valuable insight on sustainability, costing, phasing, and constructability for the entire Willoughby Corner neighborhood.

The project team continues to pursue entitlement approvals with the City of Lafayette. BCHA submitted our first Planned Unit Development (PUD) submission on December 14, 2021. The Willoughby Corner PUD will facilitate the vision of the community as presented in the Preliminary

Plan. Following receipt of the City's first review comments on the PUD, it is our intent to submit an application for a Preliminary Plat with the second PUD submittal. Following the approval of the PUD, BCHA will submit a Site Plan for Phase I development.

BCHA continues to exceed the City of Lafayette's community engagement requirements. BCHA held recent East Lafayette Advisory Committee (ELAC) meetings on September 15, 2021, and December 1, 2021. Most recently, our team held a neighborhood meeting on December 15, 2021, in accordance with the City's required procedures. Since the December meeting was close to the holidays, BCHA held a second neighborhood meeting on January 13, 2022. The meetings in December and January provided an opportunity to share background on the project, explain the new Lafayette entitlements process, share documents from the PUD submittal, and answer questions.

BCHA is pursuing 9% Low-Income Housing Tax Credit (LIHTC) financing for a 63-apartment senior community, the first building and the cornerstone of the neighborhood. The BCHA team is preparing an application for the highly-competitive round due by February 1, 2022. The team continues to pursue entitlement approvals with the City of Lafayette, holding community outreach through a series of meetings, refining the site plan, conducting due diligence, and designing the many building types featured in the Willoughby Corner neighborhood.

Please continue to visit this Willoughby Corner page at www.WilloughbyCorner.org for updates regarding the project timeline and public meeting dates.

3. Transit-Oriented Development, Superior – Preliminary Planning

BCHA is in the preliminary planning stages for a Transit Oriented Development (TOD) site in Superior. The Town of Superior Board has prioritized adding affordable housing to the Superior community as well as exploring public improvements to enhance the Superior Marketplace and the adjacent Regional Transportation District (RTD) Park-n-Ride (PnR) site.

On December 30, 2021, the Marshall Fire devastated the Town of Superior and the City of Louisville, destroying and damaging over 1,000 homes and businesses. It is unknown at this time how the aftermath of the fire will alter the Town's priorities for development within the Superior Marketplace Planned Development (PD) or RTD's ridership at this location. The need for safe, affordable homes is more necessary as a result of the fire.

The Superior TOD will consist of two buildings with a maximum building height of five stories with approximately 190 permanently affordable rental homes for low- and moderate-income residents earning up to 60% of the Area Median Income (AMI). Community amenities will include a community gathering space, resident services and property management office, green spaces and potentially a community garden, pedestrian plaza, and an improved multi-use path connector.

The site will include enough structured parking to replace all of RTD's 294 existing PnR spaces and provide 0.30 spaces for each proposed dwelling unit. Movement of the Flex and Access-a-Ride buses as well as individual passenger drop-offs through the site will be maintained, and multimodal circulation and connectivity to surrounding parks and businesses improved. The route for the adjacent RTD bus stop at US 36 & McCaslin – South would be unaffected by the development.

The residential parking ratio will be augmented by a Transportation Demand Management (TDM) plan, which includes the following: Neighborhood EcoPass program for residents, car share program (e.g., Colorado CarShare), bike sharing program, e-bike charging stations, and resident bike storage (in addition to the County's RTD Bike-n-Ride storage). The proposed parking ratio is supported by a study of parking within two of BCHA's nearby affordable housing communities, Aspinwall and Josephine Commons. While the location of these two developments is more suburban in nature, the parking demand was found to support a reduction in parking for dwelling units at BCHA's newest affordable housing community, The Spoke on Coffman.

A phased development approach will be explored, with the portions of the site north and south of Center Drive following separate development schedules. BCHA has not decided which portion would be developed first. The PnR surface parking on the second phase site would be retained to the extent possible during the construction of the first phase.

BCHA is currently engaged in an Unsolicited Proposal Procedure for Real Property with RTD. Through this multi-step process, RTD evaluates development proposals for its properties in line with its operational goals and procedures. On November 16, 2021, BCHA submitted the Step 2 Technical Review Application to RTD. BCHA is currently preparing the Step 3 Unsolicited Proposal as our next step to develop the property.



Parallel to formally pursuing a TOD project with RTD, the Superior Marketplace PD will need to be rezoned to allow residential-only use, and a Final Development Plan (FDP) will be required to develop the RTD site. BCHA submitted the Rezoning Application to the Town of Superior on January 18, 2022. The Planned Development (PD) Amendment would add multifamily dwellings to Superior Marketplace's allowed uses and set density, parking, and height standards, as well as design guidelines for residential development.

The following are anticipated upcoming projected milestones for the Superior TOD affordable housing development:

- January 2022: Traffic Impact Study and PD Submittal / *RTD Technical Review Feedback*
- February 2022: Community Outreach, Market Study, Planning Commission / *Draft final proposal based on RTD and initial community feedback*
- March 2022: Town Board Meeting / *Submit Unsolicited Proposal to RTD*

Boulder County Housing Authority - Operations
Income Statement
For Year Ending December 31, 2021 (Year-to-Date October 31, 2021)

	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Year-To-Date	Year-To-Date Prior Year	Variance	%	Year-To-Date Budget	Variance	%
OPERATING INCOME																		
Tenant Rental Revenue	\$ 192,132	\$ 187,772	\$ 191,050	\$ 195,817	\$ 201,140	\$ 202,155	\$ 199,960	\$ 202,410	\$ 204,367	\$ 201,918	\$ 204,964	\$ 2,183,685	\$ 1,648,895	\$ 534,790	32%	\$ 3,306,610	\$ (1,122,925)	-34%
Rental Subsidies	164,628	160,730	163,277	169,290	164,907	169,497	161,467	148,103	155,887	156,997	139,701	1,754,487	1,474,403	280,084	19%	45,282	1,709,204	3775%
Management Fee/Transfer-In	57,352	21,670	21,807	109,467	44,584	50,990	80,750	21,945	49,442	21,701	21,487	501,196		501,196	0%	438,306	62,889	14%
Other Income	2,282	4,898	3,693	6,385	1,909	3,384	1,400	50,379	8,746	1,264	2,897	87,237	77,731	9,506	12%	71,164	16,073	23%
TOTAL OPERATING INCOME	\$ 416,393	\$ 353,401	\$ 358,020	\$ 371,493	\$ 412,540	\$ 426,026	\$ 443,578	\$ 422,837	\$ 418,442	\$ 381,880	\$ 369,050	\$ 4,526,604	\$ 3,201,029	\$ 1,325,575	41%	\$ 3,861,362	\$ 665,242	17%
OPERATING EXPENSES																		
ADMINISTRATIVE EXPENSES																		
Administrative Salaries & Benefits	\$ 128,219	\$ 102,184	\$ 87,217	\$ 88,165	\$ 91,291	\$ 92,717	\$ 93,148	\$ 90,780	\$ 90,948	\$ 91,178	\$ 99,665	\$ 1,055,512	\$ 847,423	\$ 208,089	25%	\$ 1,125,237	\$ (69,725)	-6%
Administrative Expenses	45,600	46,229	55,728	9,582	75,569	41,890	83,241	69,682	91,472	148,801	22,510	690,304	416,128	274,176	66%	612,025	78,278	13%
TOTAL ADMINISTRATIVE EXPENSES	\$ 173,818	\$ 148,413	\$ 142,945	\$ 97,747	\$ 166,860	\$ 134,608	\$ 176,389	\$ 160,462	\$ 182,420	\$ 239,979	\$ 122,174	\$ 1,745,816	\$ 1,263,550	\$ 482,265	38%	\$ 1,737,262	\$ 8,553	0%
UTILITIES	10,696	39,016	35,933	37,013	37,853	28,979	43,947	60,492	36,343	46,878	58,400	435,551	315,470	120,081	38%	314,175	121,376	39%
MAINTENANCE EXPENSES																		
Maintenance Salaries & Benefits	\$ 111,732	\$ 94,359	\$ 93,494	\$ 97,218	\$ 92,697	\$ 78,988	\$ 80,395	\$ 75,183	\$ 72,051	\$ 74,356	\$ 77,820	\$ 948,292	\$ 815,257	\$ 133,035	16%	\$ 908,505	\$ 39,787	4%
Maintenance Supplies	16,399	12,319	15,009	9,333	22,078	14,823	13,083	21,590	9,986	9,956	10,474	155,049	153,425	1,624	1%	149,576	5,473	4%
Maintenance Contracts	41,487	37,385	83,743	67,540	62,346	45,521	64,692	72,524	95,147	104,292	131,047	805,723	351,515	454,208	129%	365,563	440,160	120%
TOTAL MAINTENANCE EXPENSES	\$ 169,618	\$ 144,063	\$ 192,246	\$ 174,091	\$ 177,121	\$ 139,332	\$ 158,170	\$ 169,297	\$ 177,183	\$ 188,603	\$ 219,340	\$ 1,909,064	\$ 1,320,197	\$ 588,867	45%	\$ 1,423,644	\$ 485,420	34%
TOTAL OPERATING EXPENSES	\$ 354,132	\$ 331,492	\$ 371,125	\$ 308,850	\$ 381,834	\$ 302,918	\$ 378,505	\$ 390,251	\$ 395,946	\$ 475,461	\$ 399,914	\$ 4,090,430	\$ 2,899,217	\$ 1,191,213	41% 0%	\$ 3,475,081	\$ 615,349	18% 0%
NET OPERATING INCOME	\$ 62,261	\$ 21,908	\$ (13,105)	\$ 62,642	\$ 30,706	\$ 123,108	\$ 65,072	\$ 32,586	\$ 22,496	\$ (93,581)	\$ (30,865)	\$ 436,174	\$ 301,812	\$ 134,362	45%	\$ 386,281	\$ 49,892	13%
NON-OPERATING INCOME (EXPENSES)																		
Depreciation Expense	\$ (70,649)	\$ (70,569)	\$ (70,569)	\$ (70,569)	\$ (70,668)	\$ (67,453)	\$ (70,619)	\$ (70,619)	\$ (70,271)	\$ (69,905)	\$ (69,905)	\$ (771,796)	\$ (601,626)	\$ (170,170)	28%	\$ (593,430)	\$ (178,366)	30%
Interest Expense	(43,883)	(43,946)	(43,688)	(43,590)	(6,832)	(44,803)	(43,294)	(43,194)	(43,098)	(42,995)	(36,293)	(435,616)	(402,086)	(33,530)	8%	(411,463)	(24,153)	6%
Non-Routine	-	5,402	15,240	17,566	(13,176)	24,524	3,247	-	-	-	27,266	80,070	-	80,070	0%	33,750	46,320	137%
Other Income/Expense	-	-	-	-	-	88,058	-	-	-	-	-	88,058	19,345	68,713		-	88,058	
TOTAL NON-OPERATING INCOME (EXPENSES)	\$ (114,532)	\$ (109,113)	\$ (99,017)	\$ (96,593)	\$ (90,675)	\$ 326	\$ (110,666)	\$ (113,814)	\$ (113,369)	\$ (112,900)	\$ (78,931)	\$ (1,039,284)	\$ (984,367)	\$ (54,918)	6%	\$ (971,143)	\$ (68,141)	7%
NET INCOME (LOSS)	\$ (52,271)	\$ (87,205)	\$ (112,122)	\$ (33,951)	\$ (59,969)	\$ 123,433	\$ (45,594)	\$ (81,228)	\$ (90,872)	\$ (206,480)	\$ (109,796)	\$ (603,111)	\$ (682,555)	\$ 79,445	-12%	\$ (584,862)	\$ (18,249)	3%

Aspinwall, LLC
Income Statement
For the Year Ending December 31, 2021 (Year-to-Date November 30, 2021)

	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Year-to-Date	Year-To-Date Prior Year	Variance	%	Year-To-Date Budget	Variance	%
OPERATING INCOME																		
Tenant Rental Income	\$ 121,930	\$ 120,080	\$ 119,958	\$ 119,178	\$ 118,295	\$ 123,998	\$ 123,690	\$ 123,895	\$ 125,919	\$ 120,636	\$ 117,623	\$ 1,335,202	\$ 1,231,704	\$ 103,498	8.4%	\$ 1,155,049	\$ 180,153	15.6%
Subsidies	90,375	92,945	93,787	95,042	95,216	90,717	91,180	91,005	89,051	96,363	98,467	1,024,148	1,072,903	(48,755)	-4.5%	1,024,288	(140)	0.0%
Vacancy Loss	(15,869)	(16,371)	(12,531)	(11,387)	(7,135)	(10,467)	(11,182)	(15,466)	(13,786)	(8,685)	(7,299)	(130,178)	(129,397)	(781)	0.6%	(152,554)	22,376	-14.7%
Other Revenue	2,264	908	2,124	370	1,642	860	509	1,625	25,528	567	1,191	37,587	19,069	18,518	97.1%	45,249	(7,662)	-16.9%
TOTAL OPERATING INCOME	\$ 198,700	\$ 197,562	\$ 203,338	\$ 203,203	\$ 208,018	\$ 205,108	\$ 204,197	\$ 201,059	\$ 226,712	\$ 208,881	\$ 209,982	\$ 2,266,759	\$ 2,194,279	\$ 72,480	3.3%	\$ 2,072,032	\$ 194,727	9.4%
OPERATING EXPENSES																		
ADMINISTRATIVE EXPENSES																		
Administrative Salaries & Benefits	\$ 12,766	\$ 11,048	\$ 7,207	\$ 4,428	\$ 3,851	\$ 4,401	\$ 4,403	\$ 4,386	\$ 4,443	\$ 4,732	\$ 5,551	\$ 67,216	\$ 105,424	\$ (38,208)	-36.2%	\$ 68,897	\$ (1,681)	-2.4%
Administrative Expenses	19,420	21,449	28,515	27,229	20,178	23,320	22,542	22,130	21,838	31,381	21,007	259,009	224,766	34,243	15.2%	240,358	18,651	7.8%
TOTAL ADMINISTRATIVE EXPENSES	\$ 32,186	\$ 32,497	\$ 35,722	\$ 31,656	\$ 24,029	\$ 27,721	\$ 26,945	\$ 26,516	\$ 26,281	\$ 36,113	\$ 26,557	\$ 326,224	\$ 330,189	\$ (3,965)	-1.2%	\$ 309,255	\$ 16,969	5.5%
UTILITIES	\$ 8,945	\$ 38,123	\$ 27,170	\$ 24,744	\$ 28,647	\$ 25,153	\$ 33,297	\$ 42,438	\$ 27,197	\$ 26,147	\$ 32,873	\$ 314,733	\$ 288,668	\$ 26,065	9.0%	\$ 277,711	\$ 37,022	13.3%
MAINTENANCE EXPENSES																		
Maintenance Salaries & Benefits	\$ 27,013	\$ 21,622	\$ 23,798	\$ 20,694	\$ 20,687	\$ 16,182	\$ 16,195	\$ 15,476	\$ 15,552	\$ 15,782	\$ 15,666	\$ 208,665	\$ 242,557	\$ (33,892)	-14.0%	\$ 134,392	\$ 74,273	55.3%
Maintenance Supplies	7,370	7,319	140	(419)	74	25,055	3,006	8,630	8,943	6,082	4,381	70,581	64,285	6,296	9.8%	52,751	17,831	33.8%
Maintenance Contract	6,723	22,476	68,959	30,418	15,756	32,434	19,747	37,077	32,034	47,790	41,101	354,515	249,298	105,216	42.2%	178,329	176,185	98.8%
TOTAL MAINTENANCE EXPENSES	\$ 41,106	\$ 51,417	\$ 92,896	\$ 50,692	\$ 36,517	\$ 73,672	\$ 38,948	\$ 61,183	\$ 56,529	\$ 69,654	\$ 61,148	\$ 633,761	\$ 556,140	\$ 77,621	14.0%	\$ 365,471	\$ 268,290	73.4%
TOTAL OPERATING EXPENSES	\$ 82,237	\$ 122,038	\$ 155,788	\$ 107,092	\$ 89,193	\$ 126,545	\$ 99,190	\$ 130,137	\$ 110,006	\$ 131,914	\$ 120,578	\$ 1,274,718	\$ 1,174,997	\$ 99,721	8.5%	\$ 952,437	\$ 322,282	33.8%
NET OPERATING INCOME	\$ 116,462	\$ 75,524	\$ 47,550	\$ 96,111	\$ 118,825	\$ 78,563	\$ 105,008	\$ 70,921	\$ 116,706	\$ 76,967	\$ 89,404	\$ 992,041	\$ 1,019,282	\$ (27,241)	-3%	\$ 1,119,596	\$ (127,555)	-11%
NON-OPERATING REVENUES (EXPENSES)																		
Depreciation	\$ (79,425)	\$ (79,425)	\$ (79,425)	\$ (79,425)	\$ (79,187)	\$ (78,043)	\$ (79,360)	\$ (79,360)	\$ (79,360)	\$ (79,360)	\$ (78,988)	\$ (871,357)	\$ (872,456)	\$ 1,099	-0.1%	\$ (871,268)	\$ (89)	0.0%
Amortization Expense	(2,157)	(2,157)	(2,157)	(2,157)	(2,157)	(2,157)	(2,157)	(2,157)	(2,157)	(2,157)	(2,157)	(23,727)	(23,727)	0	0.0%	(23,727)	(0)	0.0%
Interest Expense - Hard Debt	(50,884)	(42,468)	(42,379)	(46,443)	(47,742)	(43,523)	(44,811)	(47,472)	(44,648)	(44,561)	(45,838)	(500,769)	(516,727)	15,958	-3.1%	(514,625)	13,856	-2.7%
Interest Expense - Soft Debt	(32,442)	(32,442)	(32,442)	(31,981)	(32,327)	(32,327)	(32,327)	(32,327)	(32,327)	(32,327)	(32,327)	(355,592)	(356,857)	1,266	-0.4%	(347,964)	(7,628)	2.2%
Asset Management Fee	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%	(5,473)	5,473	-100.0%
Incentive Management Fee	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%	-	-	0.0%
Extraordinary Maintenance	(28,860)	(18,726)	(16,404)	(9,913)	797	65,870	(9,633)	23,481	(9,033)	(34,489)	(2,905)	(39,812)	(23,685)	(16,127)	68.1%	-	(39,812)	0.0%
Damage Mitigation	-	-	-	-	-	-	(88,058)	-	-	-	-	(88,058)	-	(88,058)	0.0%	-	(88,058)	0.0%
Transfers-in from Primary	-	-	-	-	-	-	88,058	-	-	-	-	88,058	-	88,058	0.0%	-	88,058	0.0%
Gain or Loss on disposition of real property	-	-	-	-	-	-	-	-	115,441	-	(115,441)	-	-	-	0.0%	-	-	0.0%
TOTAL NON-OPERATING REVENUES (EXPENSES)	\$ (193,767)	\$ (175,217)	\$ (172,807)	\$ (169,920)	\$ (160,615)	\$ (90,179)	\$ (168,287)	\$ (137,833)	\$ (52,082)	\$ (192,892)	\$ (277,656)	\$ (1,791,256)	\$ (1,793,453)	\$ 2,197	-0.1%	\$ (1,763,057)	\$ (28,199)	1.6%
NET INCOME (LOSS)	\$ (77,305)	\$ (99,693)	\$ (125,257)	\$ (73,809)	\$ (41,790)	\$ (11,617)	\$ (63,279)	\$ (66,912)	\$ 64,624	\$ (115,925.16)	\$ (188,252.09)	\$ (799,215)	\$ (774,171)	\$ (25,044)	3%	\$ (643,462)	\$ (155,754)	24%

Josephine Commons, LLC
Income Statement
For the Year Ending December 31, 2021 (Year-to-Date November 30, 2021)

	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-2021	Jul-2021	Aug-2021	Sep-2021	Oct-2021	Nov-2021	Year-to-Date	Year-To-Date Prior Year	Variance	%	Year-To-Date Budget	Variance	%
OPERATING INCOME																		
Tenant Rental Income	\$ 48,336	\$ 48,180	\$ 47,994	\$ 48,072	\$ 49,497	\$ 47,761	\$ 49,003	\$ 47,997	\$ 48,410	\$ 48,059	\$ 48,568	\$ 531,877	\$ 528,008	\$ 3,869	0.7%	\$ 587,481	\$ (55,604)	-9.5%
Subsidies	20,909	20,915	21,766	22,143	21,538	23,274	22,032	23,676	23,333	24,012	24,138	247,736	230,383	17,353	7.5%	120,327	127,409	105.9%
Vacancy Loss	(5,555)	(4,463)	(4,446)	(2,282)	(2,010)	(874)	(1,161)	(3,030)	(3,875)	(4,464)	(3,278)	(35,438)	(12,743)	(22,695)	178.1%	(49,547)	14,109	-28.5%
Other Revenue	79	56	61	266	81	218	150	69	651	168	52	1,852	1,739	113	6.5%	2,258	(406)	-18.0%
TOTAL OPERATING INCOME	\$ 63,769	\$ 64,688	\$ 65,375	\$ 68,199	\$ 69,106	\$ 70,379	\$ 70,024	\$ 68,712	\$ 68,519	\$ 67,775	\$ 69,480	\$ 746,027	\$ 747,387	\$ (1,360)	-0.2%	\$ 660,519	\$ 85,508	12.9%
OPERATING EXPENSES																		
ADMINISTRATIVE EXPENSES																		
Administrative Salaries & Benefits	\$ 6,180	\$ 5,106	\$ 4,987	\$ 5,354	\$ 4,912	\$ 4,991	\$ 4,971	\$ 4,986	\$ 5,087	\$ 5,256	\$ 5,661	\$ 57,492	\$ 50,651	\$ 6,841	13.5%	\$ 62,456	\$ (4,964)	-7.9%
Administrative Expenses	7,036	7,324	8,292	8,649	8,618	8,923	9,751	8,738	8,618	9,614	8,469	94,032	89,912	4,120	4.6%	82,265	11,767	14.3%
TOTAL ADMINISTRATIVE EXPENSES	\$ 13,216	\$ 12,430	\$ 13,279	\$ 14,003	\$ 13,530	\$ 13,914	\$ 14,722	\$ 13,724	\$ 13,706	\$ 14,870	\$ 14,130	\$ 151,524	\$ 140,563	\$ 10,961	7.8%	\$ 144,722	\$ 6,803	4.7%
UTILITIES	\$ 2,256	\$ 10,251	\$ 2,486	\$ 10,572	\$ 5,657	\$ 8,663	\$ 7,015	\$ 3,914	\$ 5,718	\$ 535	\$ 6,259	\$ 63,326	\$ 61,831	\$ 1,495	2.4%	\$ 54,165	\$ 9,161	16.9%
MAINTENANCE EXPENSES																		
Maintenance Salaries & Benefits	\$ 9,209	\$ 8,445	\$ 8,617	\$ 8,077	\$ 6,953	\$ 6,461	\$ 6,715	\$ 6,845	\$ 7,063	\$ 7,236	\$ 7,217	\$ 82,836	\$ 89,241	\$ (6,405)	-7.2%	\$ 69,243	\$ 13,594	19.6%
Maintenance Supplies	2,463	3,529	-	1	3	4,590	1,335	2,488	3,354	5,925	684	24,371	21,139	3,232	15.3%	14,205	10,167	71.6%
Maintenance Contract	6,821	9,086	17,204	8,115	4,915	10,832	9,051	9,780	10,757	24,198	12,789	123,547	80,434	43,113	53.6%	91,825	31,722	34.5%
TOTAL MAINTENANCE EXPENSES	\$ 18,492	\$ 21,060	\$ 25,820	\$ 16,194	\$ 11,871	\$ 21,884	\$ 17,100	\$ 19,113	\$ 21,174	\$ 37,358	\$ 20,690	\$ 230,755	\$ 190,814	\$ 39,940	20.9%	\$ 175,273	\$ 55,482	31.7%
TOTAL OPERATING EXPENSES	\$ 33,965	\$ 43,741	\$ 41,586	\$ 40,768	\$ 31,057	\$ 44,461	\$ 38,837	\$ 36,752	\$ 40,597	\$ 52,764	\$ 41,078	\$ 445,605	\$ 393,208	\$ 52,397	13.3%	\$ 374,159	\$ 71,446	19.1%
NET OPERATING INCOME	\$ 29,805	\$ 20,947	\$ 23,789	\$ 27,431	\$ 38,049	\$ 25,918	\$ 31,187	\$ 31,961	\$ 27,922	\$ 15,012	\$ 28,402	\$ 300,422	\$ 354,179	\$ (53,757)	-15%	\$ 286,360	\$ 14,062	5%
NON-OPERATING REVENUES (EXPENSES)																		
Depreciation	\$ (38,789)	\$ (38,789)	\$ (38,789)	\$ (38,154)	\$ (38,630)	\$ (38,630)	\$ (38,630)	\$ (38,630)	\$ (38,630)	\$ (38,630)	\$ (37,543)	\$ (423,842)	\$ (424,123)	\$ 282	-0.1%	\$ (422,952)	\$ (890)	0.2%
Amortization Expense	(943.77)	(943.77)	(943.77)	(943.77)	(943.77)	(943.77)	(943.77)	(943.77)	(943.77)	(943.77)	(943.77)	(10,381.47)	(10,381.48)	0.01	0.0%	(10,381.25)	(0.22)	0.0%
Interest Expense - Hard Debt	(16,451)	(16,435)	(16,419)	(16,403)	(16,387)	(16,371)	(16,354)	(16,338)	(16,321)	(16,305)	(16,288)	(180,070)	(182,144)	2,073	-1.1%	(182,059)	1,989	-1.1%
Interest Expense - Soft Debt	(5,908)	(5,908)	(5,908)	(6,414)	(6,035)	(6,035)	(6,035)	(6,035)	(6,035)	(6,035)	(6,035)	(66,380)	(64,988)	(1,392)	2.1%	(63,657)	(2,723)	4.3%
Asset Management Fee	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%	(5,806)	5,806	-100.0%
Incentive Management Fee	-	-	-	-	-	-	-	-	-	-	-	-	(92,203)	92,203	-100.0%	-	-	0.0%
Extraordinary Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%	-	-	0.0%
TOTAL NON-OPERATING REVENUES (EXPENSES)	\$ (62,091)	\$ (62,075)	\$ (62,059)	\$ (61,914)	\$ (61,995)	\$ (61,979)	\$ (61,962)	\$ (61,946)	\$ (61,930)	\$ (61,913)	\$ (60,809)	\$ (680,674)	\$ (773,840)	\$ 93,166	-12.0%	\$ (684,855)	\$ 4,182	-0.6%
NET INCOME (LOSS)	\$ (32,287)	\$ (41,128)	\$ (38,270)	\$ (34,483)	\$ (23,946)	\$ (36,061)	\$ (30,775)	\$ (29,986)	\$ (34,008)	\$ (46,901)	\$ (32,407)	\$ (380,252)	\$ (419,661)	\$ 39,410	-9.4%	\$ (398,496)	\$ 18,244	-4.6%

Kestrel I, LLC
Income Statement
For the Year Ending December 31, 2021 (Year-to-Date November 30, 2021)

	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Year-to-Date	Year-To-Date Prior Year	Variance	%	Year-To-Date Budget	Variance	%
OPERATING INCOME																		
Tenant Rental Income	\$ 186,090	\$ 189,231	\$ 191,342	\$ 188,802	\$ 189,481	\$ 186,951	\$ 186,430	\$ 187,449	\$ 189,538	\$ 188,501	\$ 188,076	\$ 2,071,891	\$ 1,974,163	\$ 97,728	5.0%	\$ 1,889,017	\$ 182,874	9.7%
Subsidies	75,569	71,582	69,801	72,381	72,658	75,530	85,703	74,299	74,196	75,416	76,840	823,975	842,679	(18,704)	-2.2%	840,075	(16,100)	-1.9%
Vacancy Loss	(8,512)	(10,074)	(7,360)	(3,852)	(7,988)	(5,508)	(4,802)	(7,728)	(6,959)	(12,502)	(18,239)	(93,524)	(109,254)	15,730	-14.4%	(191,036)	97,512	-51.0%
Other Revenue	580	2,428	682	1,484	821	2,243	1,951	2,843	16,550	942	1,716	32,240	24,335	7,904	32.5%	25,354	6,886	27.2%
TOTAL OPERATING INCOME	\$ 253,727	\$ 253,167	\$ 254,465	\$ 258,815	\$ 254,972	\$ 259,216	\$ 269,282	\$ 256,863	\$ 273,325	\$ 252,357	\$ 248,393	\$ 2,834,582	\$ 2,731,923	\$ 102,658	3.8%	\$ 2,563,409	\$ 271,172	10.6%
OPERATING EXPENSES																		
ADMINISTRATIVE EXPENSES																		
Administrative Salaries & Benefits	\$ 14,808	\$ 12,697	\$ 12,802	\$ 12,676	\$ 12,927	\$ 12,761	\$ 12,731	\$ 12,812	\$ 12,846	\$ 15,026	\$ 9,827	\$ 141,914	\$ 140,630	\$ 1,284	0.9%	\$ 99,221	\$ 42,693	43.0%
Administrative Expenses	28,320	24,291	24,483	38,187	32,933	28,705	32,884	29,831	26,967	37,644	27,007	331,254	282,373	48,880	17.3%	273,304	57,950	21.2%
TOTAL ADMINISTRATIVE EXPENSES	\$ 43,128	\$ 36,988	\$ 37,285	\$ 50,863	\$ 45,860	\$ 41,466	\$ 45,616	\$ 42,643	\$ 39,813	\$ 52,671	\$ 36,834	\$ 473,167	\$ 423,003	\$ 50,164	11.9%	\$ 372,525	\$ 100,643	27.0%
UTILITIES	\$ 6,719	\$ 35,426	\$ 27,888	\$ 24,614	\$ 24,268	\$ 22,344	\$ 28,014	\$ 30,532	\$ 28,847	\$ 29,782	\$ 31,103	\$ 289,535	\$ 250,282	\$ 39,253	15.7%	\$ 309,198	\$ (19,663)	-6.4%
MAINTENANCE EXPENSES																		
Maintenance Salaries & Benefits	\$ 27,948	\$ 24,288	\$ 25,461	\$ 24,353	\$ 22,701	\$ 23,974	\$ 23,886	\$ 25,410	\$ 20,976	\$ 20,322	\$ 21,707	\$ 261,025	\$ 288,218	\$ (27,194)	-9.4%	\$ 147,292	\$ 113,733	77.2%
Maint Supplies	3,708	6,235	90	-	60	22,543	1,904	4,684	2,858	2,324	1,454	45,859	42,806	3,053	7.1%	40,784	5,075	12.4%
Maintenance Contract	10,930	15,063	18,166	21,495	8,524	10,048	14,264	45,442	33,836	27,817	29,143	234,728	132,585	102,143	77.0%	97,664	137,063	140.3%
TOTAL MAINTENANCE EXPENSES	\$ 42,585	\$ 45,585	\$ 43,716	\$ 45,848	\$ 31,284	\$ 56,565	\$ 40,054	\$ 75,536	\$ 57,670	\$ 50,463	\$ 52,305	\$ 541,611	\$ 463,609	\$ 78,002	16.8%	\$ 285,741	\$ 255,873	89.5%
TOTAL OPERATING EXPENSES	\$ 92,432	\$ 117,999	\$ 108,889	\$ 121,325	\$ 101,412	\$ 120,375	\$ 113,683	\$ 148,711	\$ 126,330	\$ 132,916	\$ 120,242	\$ 1,304,314	\$ 1,136,894	\$ 167,419	14.7%	\$ 967,463	\$ 336,853	34.8%
NET OPERATING INCOME	\$ 161,295	\$ 135,168	\$ 145,575	\$ 137,490	\$ 153,560	\$ 138,842	\$ 155,599	\$ 108,152	\$ 146,995	\$ 119,441	\$ 128,151	\$ 1,530,268	\$ 1,595,029	\$ (64,761)	-4.1%	\$ 1,595,946	\$ (65,681)	-4.1%
NON-OPERATING REVENUES (EXPENSES)																		
Depreciation	\$ (268,516)	\$ (268,516)	\$ (268,516)	\$ (268,516)	\$ (268,516)	\$ (268,516)	\$ (268,516)	\$ (268,516)	\$ (268,516)	\$ (268,516)	\$ (266,187)	\$ (2,951,350)	\$ (2,953,680)	\$ 2,330	-0.1%	\$ (2,950,574)	\$ (776)	0.0%
Amortization Expense	(5,459)	(5,459)	(5,459)	(5,459)	(5,459)	(5,459)	(5,459)	(5,459)	(5,459)	(5,459)	(5,459)	(60,054)	(60,054)	0	0.0%	(60,056)	3	0.0%
Interest Expense - Hard Debt	(81,240)	(81,149)	(81,058)	(80,967)	(80,876)	(80,784)	(80,692)	(80,600)	(80,507)	(80,415)	(80,321)	(888,610)	(900,494)	11,884	-1.3%	(924,975)	36,365	-3.9%
Interest Expense - Soft Debt	(23,624)	(23,624)	(23,624)	(24,572)	(23,861)	(23,861)	(23,861)	(23,861)	(23,861)	(23,861)	(23,861)	(262,469)	(259,862)	(2,607)	1.0%	(252,335)	(10,134)	4.0%
Asset Management Fee	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%	(7,012)	7,012	-100.0%
Incentive Management Fee	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%	-	-	0.0%
Extraordinary Maintenance	-	(6,880)	-	(17,567)	-	(11,006)	-	13,661	-	-	-	(21,792)	(32,640)	10,848	-33.2%	-	(21,792)	0.0%
Insurance Recovery Proceeds	-	-	-	-	-	-	-	-	-	-	-	-	6,238	(6,238)	-100.0%	-	-	0.0%
Other Non-Operating Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%	-	-	0.0%
TOTAL NON-OPERATING REVENUES (EXPENSES)	\$ (378,839)	\$ (385,629)	\$ (378,658)	\$ (397,081)	\$ (378,713)	\$ (389,627)	\$ (378,529)	\$ (364,776)	\$ (378,344)	\$ (378,251)	\$ (375,828)	\$ (4,184,275)	\$ (4,200,492)	\$ 16,217	-0.4%	\$ (4,194,952)	\$ 10,677	-0.3%
NET INCOME (LOSS)	\$ (217,544)	\$ (250,461)	\$ (233,083)	\$ (259,592)	\$ (225,153)	\$ (250,786)	\$ (222,930)	\$ (256,624)	\$ (231,349)	\$ (258,810)	\$ (247,677)	\$ (2,654,007)	\$ (2,605,463)	\$ (48,544)	1.9%	\$ (2,599,006)	\$ (55,004)	2.1%

Tungsten Village, LLC
Income Statement
For the Year Ending December 31, 2021 (Year-to-Date November 30, 2021)

	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Year-to-Date	Year-To-Date Budget	Variance	%
OPERATING INCOME															
Tenant Rental Income	\$ 17,753	\$ 20,663	\$ 20,744	\$ 20,744	\$ 20,903	\$ 22,038	\$ 22,038	\$ 20,481	\$ 22,630	\$ 20,003	21,463	\$ 229,460	\$ 211,047	\$ 18,413	8.7%
Subsidies	18,413	15,503	15,422	15,422	15,263	14,128	14,128	15,685	\$ 13,536	16,163	14,703	168,366	158,344	10,022	6.3%
Vacancy Loss	1,891	-	-	-	-	(1,412)	(1,261)	698	\$ (4,045)	(1,931)	(4,456)	(10,516)	(25,857)	15,341	-59.3%
Other Revenue	400	-	(61)	-	75	1,101	200	-	421	1	154	2,290	2,352	(62)	-2.6%
TOTAL OPERATING INCOME	\$ 38,457	\$ 36,166	\$ 36,105	\$ 36,166	\$ 36,241	\$ 35,855	\$ 35,105	\$ 36,864	\$ 32,542	\$ 34,236	\$ 31,864	\$ 389,600	\$ 345,886	\$ 43,714	12.6%
OPERATING EXPENSES															
ADMINISTRATIVE EXPENSES															
Administrative Salaries & Benefits	\$ 3,663	\$ 3,387	\$ 3,369	\$ 3,651	\$ 3,400	\$ 3,400	\$ 3,365	\$ 3,402	\$ 3,400	\$ 3,430	\$ 3,566	\$ 38,032	\$ 38,770	\$ (737)	-1.9%
Administrative Expenses	3,541	4,154	5,569	4,202	4,012	(3,041)	4,267	18,314	6,482	7,124	9,095	63,718	42,290	21,427	50.7%
TOTAL ADMINISTRATIVE EXPENSES	\$ 7,203	\$ 7,540	\$ 8,938	\$ 7,853	\$ 7,412	\$ 359	\$ 7,632	\$ 21,716	\$ 9,882	\$ 10,554	\$ 12,661	\$ 101,750	\$ 81,060	\$ 20,690	25.5%
UTILITIES	\$ 2,839	\$ -	\$ 5,471	\$ 8,771	\$ 2,190	\$ 1,718	\$ 8,931	\$ 3,691	\$ 8,654	\$ 4,622	\$ 5,167	\$ 52,055	\$ 38,841	\$ 13,214	34.0%
MAINTENANCE EXPENSES															
Maintenance Salaries & Benefits	\$ 2,267	\$ 2,018	\$ 2,250	\$ 2,403	\$ 2,234	\$ 2,380	\$ 2,356	\$ 2,298	\$ 2,448	\$ 2,511	\$ 2,550	\$ 25,715	\$ 21,390	\$ 4,326	20.2%
Maintenance Supplies	236	-	132	-	-	-	2,772	650	183	732	184	4,888	7,086	(2,198)	-31.0%
Maintenance Contract	-	929	664	804	929	904	1,421	1,995	3,519	2,868	3,470	17,501	27,847	(10,346)	-37.2%
TOTAL MAINTENANCE EXPENSES	\$ 2,503	\$ 2,946	\$ 3,045	\$ 3,206	\$ 3,162	\$ 3,284	\$ 6,549	\$ 4,943	\$ 6,150	\$ 6,111	\$ 6,204	\$ 48,104	\$ 56,322	\$ (8,217)	-14.6%
TOTAL OPERATING EXPENSES	\$ 12,546	\$ 10,487	\$ 17,454	\$ 19,831	\$ 12,764	\$ 5,361	\$ 23,113	\$ 30,350	\$ 24,686	\$ 21,287	\$ 24,032	\$ 201,910	\$ 176,223	\$ 25,687	14.6%
NET OPERATING INCOME	\$ 25,911	\$ 25,679	\$ 18,651	\$ 16,335	\$ 23,477	\$ 30,494	\$ 11,992	\$ 6,514	\$ 7,856	\$ 12,949	\$ 7,831	\$ 187,691	\$ 169,663	\$ 18,027	11%
NON-OPERATING REVENUES (EXPENSES)															
Depreciation	\$ -	\$ (278,371)	\$ (139,186)	\$ 290,478	\$ (31,607)	\$ (31,607)	\$ (31,607)	\$ (31,607)	\$ (31,607)	\$ (31,607)	\$ (31,607)	\$ (348,328)	\$ (348,273)	\$ (54)	0.0%
Amortization Expense	-	(2,124.56)	(1,092.49)	(1,072.35)	(1,072.35)	(1,072.35)	(1,072.35)	(1,072.35)	(1,072.35)	(1,072.35)	(1,072.35)	(11,795.85)	(11,796)	(0)	0.0%
Interest Expense - Hard Debt	-	-	(38,376)	(9,600)	(11,979)	(12,367)	(7,518)	(11,861)	(11,921)	(11,909)	(12,294)	(127,824)	(144,283)	16,459	-11.4%
Interest Expense - Soft Debt	-	-	(10,800)	(9,787)	(5,147)	(5,147)	(5,147)	(5,147)	(5,147)	(5,147)	(5,147)	(56,615)	(56,615)	(0)	0.0%
Asset Management Fee	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%
Incentive Management Fee	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%
Extraordinary Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%
TOTAL NON-OPERATING REVENUES (EXPENSES)	\$ -	\$ (280,496)	\$ (189,454)	\$ 270,018	\$ (49,805)	\$ (50,193)	\$ (45,344)	\$ (49,687)	\$ (49,747)	\$ (49,735)	\$ (50,120)	\$ (544,562)	\$ (560,967)	\$ 16,405	-2.9%
NET INCOME (LOSS)	\$ 25,911	\$ (254,817)	\$ (170,803)	\$ 286,353	\$ (26,328)	\$ (19,699)	\$ (33,352)	\$ (43,173)	\$ (41,890)	\$ (36,786)	\$ (42,289)	\$ (356,872)	\$ (391,304)	\$ 34,432	-8.8%

01/04/2022
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lforshee

Tenant Statistical Reporting
S8 - Tenant Stats - Standard Summary Rpt
Summary Statistics I
Income Table:

1

F:\HMS\REPORTS\stats1.qrp

ORDER BY PROJECT_ID ASC; L_NAME ASC; F_NAME ASC; M_INITIAL ASC

cnt: 853
inc: 17,173,819.00

Summary Statistics I
Counts and Percentages are based on Record Count & Criteria Chosen

	Count	PCT	Avg Age
Male:	180	21.1020%	57.26
Female:	673	78.8980%	48.69
Elderly:	258	30.2462%	72.45
Non-Elderly:	595	69.7538%	40.98
Disabled:	264	30.9496%	58.70
Non-Disabled:	589	69.0504%	46.82
FSS:	107	12.5440%	33.75
WTW:	0	0.0000%	0.00
Race Codes:			
W - White:	775	90.8558%	
B - Black/African American:	48	5.6272%	
N - American Indian/Alaska Native:	16	1.8757%	
A - Asian:	16	1.8757%	
P - Native Hawaiian/Other Pacific Islander:	8	0.9379%	
O - Other:	18	2.1102%	
D - Declined:	36	4.2204%	
Ethnicity:			
Hispanic or Latino:	220	25.7913%	44.04
Not Hispanic or Latino:	633	74.2087%	52.74
Declined:	6	0.7034%	46.67
Part-time Student:	13		
Citizenship Code(s)			
EC - EL. Citizen:	832		
EN - El. Noncitizen:	15		
IN - Ineligible Noncitizen:	6		
PV - Pending Verification:	0		
XX - Info Not Required:	0		
# of households:	853		
Families w Children:	415		
Total Nr Children: (Y-only)	810		
# in Family:	1950		
record cnt:	853		

	Count	PCT
H-Head of house:	853	100.0000%
S-Spouse:	0	0.0000%
K-Co head:	0	0.0000%
F-Foster child:	0	0.0000%
Y-Youth:	0	0.0000%
E-FT Student:	0	0.0000%
L-Live in aide:	0	0.0000%
A-Other Adult:	0	0.0000%
U-Unborn child:	0	0.0000%
Portability		
Port-In:	0	
Port-Out:	2	
# of Bedrooms		
0 -	6	
1 -	200	
2 -	365	
3 -	217	
4 -	53	
5 -	11	
6 -	1	
7 -	0	
8 -	0	
over 8 -	0	

Income
X-Ext. Low(30% of Median):
V-Very Low(50% of Median):
L-Low(80% of Median):
N-Not Low:

Income
Tier - 1
Tier - 2
Tier - 3
Tier - 4
Tier - 5
Non-Low