



MEETING OF THE BOARD OF COUNTY COMMISSIONERS
BOULDER COUNTY
AGENDA

Tuesday, February 4, 2025, 9:30 a.m.

Third Floor Hearing Room

County Court House

1325 Pearl Street, Boulder

This agenda is subject to change. Please call ahead to confirm an item of interest (303-441-3500).

In-person 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.

Boulder County wants to ensure that everyone has equal access to our programs, activities, and services. To request an Americans with Disability Act (ADA) accommodation, please email ADA@bouldercounty.gov, or call 303-441-1386. Submit your request as early as possible, and no later than two business days before the event.

To view a two-week forecast agenda of the commissioners' schedule, visit the Commissioners' [Advance Agenda](#).

All Commissioners' public hearings and meetings will be offered in a hybrid format where attendees can join through Zoom or in-person at the Boulder County Courthouse, 3rd Floor, 1325 Pearl Street, Boulder. The commissioners retain the right to switch all hearings and meetings to in-person only instead of hybrid if technical difficulties arise. To sign up for in-person public comment, please use the link in this agenda for each respective hearing. There will also be a kiosk located in the lobby of the 3rd Floor to sign up for in-person public comment. For questions regarding in-person hearings call 303-441-3500.

Pages

1. Call to Order
2. 9:30 a.m. Business Meeting
 - [Virtual Attendee Link for Commissioners' February 4 Morning Session](#)
 - Call-in information: 1-833-568-8864, Webinar ID: 161 914 2020
 - Registration Required
 - [In-Person Comment Registration for Commissioners' February 4 Morning](#)

Session

3. **Items to Note for the Record**
- 3.a **Resignation notification received from Rose Marie Miller who served as Niwot representative on the Aging Advisory Council** 7
4. **Commissioners' Consent Items**
- 4.a **Community Services - Colorado Department of Human Services Behavioral Health Administration Amendment, (\$277,947.83)** 8
- Boulder County Co-Responder program and criminal justice early intervention program. The purpose of this Contract is to establish and expand services to divert and deflect individuals with behavioral health needs away from the criminal justice system and into appropriate treatment. This amendment increases the fiscal year 2025 budget by \$277,947.83 for a new fiscal year 2025 total of \$2,004,352.83.
- **Staff Contact(s):** Jim Adams-Berger, Community Services
- 4.b **Community Services - Colorado Department of Human Services Behavioral Health Administration, Federal Interest Memo** 68
- Federal Interest Memo that requires BOCC signature for the reimbursement process for Boulder County to pay for the purchase of the 1410 Emery Ct. Property.
- **Staff Contact(s):** Jim Adams-Berger, Community Services
- 4.c **Community Services - County Acknowledgement of Clinica's Assumption of Mental Health Partner's Contracts** 80
- Mental Health Partners (MHP) has merged with Clinica Family Health and Wellness (Clinica). Clinica wishes to assume the obligations of Mental Health Partners under any County contracts that are in place with Mental Health Partners. Seeking BOCC signature to acknowledge this assumption.
- **Staff Contact:** Akane Ogren, Community Services
- 4.d **Community Services - Worthy Cause Amendments for Boulder Presbyterian Manor** 84
- Boulder County awarded \$350,000 in 2024 Worthy Cause funds to Boulder Presbyterian Manor to be used to towards renovation of their senior affordable housing units. In order to secure equity for the Low-Income Housing Tax Credits, Boulder Presbyterian Housing, Inc. entered into a LIHTC partnership known as Boulder Presbyterian Manor, LP. To align with the new transactional structure, the County is amendment the original Funding Agreement and associated documents.
- 4.e **County Attorney's Office - Resolution 2025-009 (LU-24-0018/SPR-24-0077: Albert Earthwork and Residence)** 106
- Resolution 2025-009, conditionally approving Boulder County Community Planning & Permitting Docket LU-24-0018/SPR-24-0077: Albert Earthwork and Residence.

4.f	<u>County Attorney's Office - Resolution 2025-011 (SE-24-0002: Kostecki-Keil Lot Recognition)</u>	113
	Resolution 2025-011, conditionally approving Boulder County Community Planning & Permitting Docket SE-24-0002: Kostecki-Keil Lot Recognition	

4.g	<u>Housing & Human Services - 2025 Approval of Contract and Scope of Work for A&I Avenues – IDD Mill Levy Services (\$3,344,614)</u>	117
	The contractual agreement between Boulder County Housing and Human Services (BCHS) and A&I Avenues for the provision of case management, systems navigation, and crisis management services under the Intellectual and Developmental Disabilities (IDD) Mill Levy.	

Background:

The IDD Mill Levy was approved by Boulder County voters in 2002 to supplement funding gaps for services benefiting individuals with Intellectual and Developmental Disabilities (IDD), Autism Spectrum Disorder, and Brain Injury (BI). These services include case management, emergency support, advocacy, and direct care. A&I Avenues has been identified as a key service provider to ensure the continued availability of these essential resources.

Contract Details:

- **Contract #:** 304026
- **Contractor:** A&I Avenues (Adult Care Management Inc.)
- **Contract Term:** Upon execution through December 31, 2025
- **Funding Source:** Boulder County IDD Mill Levy
- **Contract Value:** Not to exceed the agreed-upon amount as outlined in Exhibit B
- **Scope of Work:**
 - Case management and systems navigation
 - Coordination with partner agencies serving the IDD/BI/Autism community
 - Crisis intervention and emergency assistance
 - Culturally responsive service delivery
 - Quarterly reporting and compliance with Boulder County oversight
 - Financial accountability, including structured invoicing and fiscal reviews

Recommendation:

Staff recommends approval of the contract and scope of work as outlined in the

provided attachments to ensure continued support and accessibility of services for Boulder County residents with IDD, Autism, and BI.

4.h **Housing & Human Services - 2025 Community Partnership Grant (CPG) Agreement with OUR Center (\$442,534)**

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The Community Partnership Grant (CPG) funding agreement between Boulder County Human Services (BCHS) and Outreach United Resource Center, Inc. (OUR Center). This agreement provides funding to support the Family Resource Center (FRC) and related programs aimed at improving self-sufficiency and well-being for individuals and families in Boulder County.

Background:

The CPG program, funded in part by the voter-approved Human Services Safety Net (HSSN) tax, supports community organizations addressing essential human service needs, including housing stability, food security, employment assistance, and early childhood education. The OUR Center serves as a Family Resource Center, providing holistic, family-centered services to low-income individuals and families in Longmont and surrounding areas.

Contract Details:

- **Contractor:** Outreach United Resource Center, Inc. (OUR Center)
- **Contract Term:** January 1, 2025 – December 31, 2025
- **Funding Amount:** Not to exceed \$442,534
- **Scope of Work:**
 - Operate a Family Resource Center (FRC) providing critical social services, including access to food, financial assistance, and case management.
 - Support housing stability and emergency assistance programs for families in need.
 - Provide bilingual, bicultural resource navigation to ensure equitable access to services across diverse communities, including rural and mountain areas.
 - Facilitate two-generational programming to support long-term family self-sufficiency.
 - Develop culturally appropriate outreach materials to increase participation in public benefits programs.
 - Collect and report performance data on client demographics, service utilization, and program outcomes.
 - Ensure that funds are used efficiently and in compliance with program guidelines, including financial reporting and

accountability measures.

Recommendation:

Staff recommends approval of the funding agreement with OUR Center to ensure the continued delivery of critical safety net services to Boulder County residents, particularly those experiencing financial hardship and instability.

4.i Parks & Open Space - Intergovernmental Agreement between Boulder County and the Town of Erie Regarding Trail Construction and the Ongoing Management of the Prairie Run Connector Trails 170

Boulder County Parks & Open Space has collaborated with the Town of Erie Parks & Recreation to establish shared trail connections between Prairie Run Open Space and Erie-owned open space. The organizations have agreed upon location, design, construction, and maintenance and propose the IGA to formalize the agreement. The trail connections addressed in the IGA are pedestrian crossings at 119th Street and Kenosha Road.

- **Reference #:** IGA-2024-POS-0016
- **Staff Contact(s):** Heidi Wagner, Parks & Open Space

4.j Public Works - Architectural Services for Emergency Rescue Building (\$1,458,064) 178

Boulder County Building Services would like to amend the contract with Oz Architecture for the Emergency Rescue Building to add change orders 5 and 6 and increase the amount of the contract by \$58,664 for a total contract amount of \$1,458,064.

- **Staff Contacts:** Laura Konersman, Public Works; Seth Jacobs, Public Works

4.k Sheriff's Office - 2025 Diamond Drugs Inc dba Diamond Pharmacy Contract Amendment (\$500,000) 182

Boulder County Sheriff's Office contracts each year with Diamond Pharmacy who provides medication the medical facility at the Jail. This contract is to amend the contract for 2025 updating the term and amount for \$500,000 which is funded by both the BCSO budget and grants.

5. Commissioners' Discussion Items

5.a Community Planning & Permitting - Authorization Request for Land Use Code Text Amendments Related to Mobile Farm Stands 189

Staff requests authorization to initiate text amendments to the Land Use Code that would allow for the use of mobile farm stands.

- **Action Requested:** Decision
- **Presenter(s):** Jack Sheehan, Community Planning & Permitting (In Person)

6. Confirmation of Executive Session Topics

Confirming Executive Session topics noticed at the January 14th, 2025 Regular Meeting were discussed as scheduled.

- **Action Requested:** Note for the Record
- **Presenter(s):** Natalie Springett, Commissioners' Office (In Person)

7. **Authorizations for Executive Sessions**

7.a **Authorization for Executive Session**

Authorization for the Board of County Commissioners to go into Executive Session for Legal Advice on Wednesday, February 5, 2025 at 12:00 p.m. with Ben Pearlman, County Attorney, pursuant to 24-6-402(4)(a), real property issues, regarding the following topics: 1) Potential acquisition of Arbor House, located at 2043 Pearl Street in Boulder.

- **Action Requested:** Decision

7.b **Authorization for Executive Session**

Authorization for the Board of County Commissioners to go into Executive Session for Legal Advice on Wednesday, February 5, 2025 at 12:30 p.m. with Ben Pearlman, County Attorney, pursuant to 24-6-402(4)(b), legal issues, regarding the following topics: 1) Boulder County Employees Union collective bargaining.

- **Action Requested:** Decision

8. **Public Hearing on Community Planning & Permitting Docket SPR-24-0075: Benedict Change In Use**

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Appeal of Director's Determination of SPR-24-0075 for Site Plan Review for a change in use from an existing accessory structure (office) to a 2,132-square-foot residence with 88 square feet of covered porch area in defined neighborhood where the size presumed to be compatible is 3,120 square feet. The Determination is appealed by Audrey Benedict Revocable Trust (applicant/property owner) and Matthew Brown C/O Treo Architects (agent). Property is in the Forestry (F) zoning district at 8295 Overland Road, in Section 21, Township 2N, Range 72W.

There will be opportunities for live virtual and in-person public comment, and written comments can be emailed to planner@bouldercounty.gov. Information regarding how to participate will be available on the [Benedict Change In Use docket webpage](#).

- **Action Requested:** Decision
- **Presenter(s):** Amber Knotts, Community Planning & Permitting (In Person), Anita Riley, Community Planning & Permitting (Virtual), Ian Brighton, Community Planning & Permitting (In Person)



Board of County Commissioners

TO: Marta Loachamin, Chair
Claire Levy, Vice Chair
Ashley Stolzmann, Commissioner

FROM: Robin Valdez

DATE: January 20, 2024

SUBJECT: Boards & Commissions – Resignation

ACTION
REQUESTED: Note for the Record

RESIGNATIONS-Note for the Record

Aging Advisory Council

- Rose Marie Miller (Niwot Representative)

Claire Levy County Commissioner **Marta Loachamin** County Commissioner **Ashley Stolzmann** County Commissioner

Boulder County Courthouse • 1325 Pearl Street • Boulder, Colorado 80302 • Tel: 303.441.3500 • Fax: 303.441.4525
Mailing Address: P.O. Box 471 • Boulder, CO 80306 • www.BoulderCounty.org • commissioners@bouldercounty.org

NON-PROCUREMENT DOCUMENTS ONLY
ROUTE THROUGH DOCUSIGN – NOT ORACLE

ROUTING COVER SHEET

Document Details	
Document Type	Revenue Contract
Parties	
County Contact Information	
Boulder County Legal Entity	Boulder County
Department	Community Services Department
Division/Program	Strategic Initiatives / Co-responder Program and Early Intervention Program
Mailing Address	P.O. Box 471, Boulder, CO 80306
Contract Contact – Name, email	Meca Delgado, mdelgado@bouldercounty.gov
Invoice Contact – Name, email	Jiao Qin, jqin@bouldercounty.gov
Other Party Contact Information	
Name	Colorado Department of Human Services Behavioral Health Administration
Mailing Address	701 S. Ash St. Suite C140 Denver CO 80246
Contact 1 – Name, title, email	Ryan Garren, ryan.garren@state.co.us
Contact 2 – Name, title, email	
Term	
Start Date	7/1/2024
Expiration Date	6/30/2025
Brief Description of Work/Services Provided	
Boulder County Co-Responder Program and Criminal Justice Early Intervention Program.	
The purpose of this Amendment is to update Exhibit B, Exhibit E, and Exhibit F. This amendment increases the FY25 budget by \$277,947.83 for a new FY25 total of \$2,004,352.83.	
Revenue Contract/Lease Details	
Amount	\$277,947.83
Fixed Price or Not-to-Exceed?	Not-to-Exceed
Grant Details	
Award # (if any)	4 IBEH 183787
Signature Deadline	2/4/2025
Project/Program Name	Co-responder and Criminal Justice Early Intervention Program
Project/Program Start Date	7/1/2024
Project/Program End Date	6/30/2025
Capital or Operating?	Yes – Both
Grant Funding	
Amount: Federal Funds	
Amount: State Funds	\$277,947.83
Amount: Other (specify)	
Amount: Match (dollars)	
Amount: Match (in-kind)	
Total Project Budget	
Account String	
Federally Funded Grants	

NON-PROCUREMENT DOCUMENTS ONLY
ROUTE THROUGH DOCUSIGN – NOT ORACLE

Federal Program Name	
CFDA #	
Subrecipients	
Name(s)	
Services to be Provided	
Subaward Amount	
Subcontractors	
Name(s)	
Services to be Provided	
Subcontract Amount	
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	
Start Date	
End Date	
Amount	
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

APG _____ **County Attorney** [ONLY FOR: Revenue Contracts, Leases, Grant Documents]

Use email: ca@bouldercounty.org

_____ **Risk Management** [ONLY FOR: Leases]

Use email: mtusinski@bouldercounty.org

tl _____ **Finance** [ONLY FOR: Leases, Grant Documents]

Use email: grants@bouldercounty.gov

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



Community Services Department

Sundquist Building | 3482 N. Broadway Boulder, CO 80304 | Phone: 303-441-3560

Mailing Address: P.O. Box 471 Boulder, CO 80306 | Fax: 303-441-4550

www.bouldercountycommunityservices.org



MEMO

Date: November 28, 2024

To: Boulder County Board of County Commissioners

From: Jim Adams-Berger, Strategic Initiatives Division Manager

RE: Request to approve a budget amendment to the county's Behavioral Health Administration SB-196 grant

In 2023, the county received an ARPA grant from the state Behavioral Health Administration (BHA) to provide various behavioral health services under its SB-196 program. The contract for these services was delayed at the state level which left little time in the first year of funding to fulfill all elements of the proposed scope of work. As a result, some funding went unspent.

The state is allowing Community Services to carry some funds from the first year forward into year two, which has resulted in the attached contract amendment. Specifically, the state is allowing the carry-over of \$277,947.83 resulting in a year 2 contract amount of \$2,004,352.83. Importantly, the county had to provide a rationale for the use of these funds to justify why they would be needed. As a part of ongoing discussions with the Commissioners, Community Services is exploring the possibility of purchasing a property located at 2043 Pearl St in Boulder for the provision of outpatient behavioral health services. While a decision to move forward on this purchase has not been made, it was necessary to provide the state an explanation for the use of funds. Should the funds not be used they will likely revert back to the federal government as unspent ARPA dollars.

This agenda item is requesting sign off on the contract amendment add \$277,947.83 to the existing contract.

County Commissioners:
Claire Levy

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Marta Loachamin

Ashley Stolzmann



Contract Amendment #2

Signature and Cover Page

State Agency

Colorado Department of Human Services
Behavioral Health Administration

Contractor

Boulder County Community Services Department

Current Contract Maximum Amount

Initial Term

State Fiscal Year 2024 \$653,776.00

Extension Terms

State Fiscal Year 2025 \$2,004,352.83

Total for All State Fiscal Years \$2,658,128.83

Original Contract Number

24 IBEH 183787

Amendment Contract Number

25 IBEH 195246

Contract Performance Beginning Date

September 13, 2023

Current Contract Expiration Date

June 30, 2025

Signature page begins on next page.



The Parties Hereto Have Executed This Amendment

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

Contractor

Boulder County Community Services
Department

State of Colorado

Jared S. Polis, Governor
Colorado Department of Human Services
Michelle Barnes, Executive Director

By: Ashley Stolzmann, Chief Commissioner

By: Dannette R. Smith, Commissioner,
Behavioral Health Administration

Date: _____

Date: _____

In accordance with §24-30-202 C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

State Controller
Robert Jaros, CPA, MBA, JD

By: Telly Belton/Toni Williamson/Amanda Rios

Amendment Effective Date: _____



1. Parties

This Amendment (the “Amendment”) to the Original Contract shown on the Signature and Cover Page for this Amendment (the “Contract”) is entered into by and between the Contractor, and the State.

2. Terminology

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

3. Amendment Effective Date and Term

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after the Amendment term shown in §3.B of this Amendment.

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Contract.

4. Purpose

The purpose of this Contract is to establish and expand services to divert and deflect individuals with behavioral health needs away from the criminal justice system and into appropriate treatment.

The purpose of this Amendment is to update Exhibit B, Exhibit E, and Exhibit F. This amendment increases the FY25 budget by \$277,947.83 for a new FY25 total of \$2,004,352.83.

5. Modifications

The Contract and all prior amendments thereto, if any, are modified as follows:

- A. The Contract Maximum Amount table on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.



- B. REPLACE Exhibit B-2, Budget, with Exhibit B-3, Budget, attached and incorporated by reference.
- C. REPLACE Exhibit E-1, Supplemental Provisions for Federal Awards, with Exhibit E-2, Supplemental Provisions for Federal Awards, attached and incorporated by reference.
- D. REPLACE Exhibit F-1, SLFRF Subrecipient Provisions, with Exhibit F-2, SLFRF Subrecipient Provisions, attached and incorporated by reference.

6. Limits Of Effect and Order of Precedence

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.



COLORADO

Behavioral Health Administration

EXHIBIT B-3, FY25 ANNUAL BUDGET

Capacity Budget Template					
BHA Program	SB22-196 CRIMINAL JUSTICE EARLY INTERVENTION GRANT				
Contact Information					
Agency Name	Boulder County, Community Services Department		Program Contact Name, Title	Jim Adams-Berger, Division Manager	
			Phone	303 656-8212	
			Email	jadams-berger@bouldercounty.org	
Budget Period	07/01/2024 - 06/30/25		Fiscal Contract Name, Title	Jiao Qin	
			Phone	303 678-6099	
			Email	jqin@bouldercounty.org	
Project Name	Boulder County Criminal Justice Early Intervention Program		Date Completed	01/16/2025	

All budget numbers are estimates. Contract billing will be on a cost reimbursement basis for actual expenses incurred.

EXPENDITURE CATEGORIES					
Personnel Services: Salary/Benefits					Annual Budget
Position Title	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from BHA
Co-Responder Supervisor	Provide supervision of Boulder County Co-Responder staff	\$ 89,610.00	\$34,051.00	77%	\$ 95,218.97
Reentry Navigator	Provide Navigation services for Jail clients	\$ 73,379.00	\$27,884.00	42%	\$ 42,530.46
Personnel Services-Hourly Employees					Annual Budget
Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Total Amount Requested from BHA
					\$ -
Total Personnel Services (including fringe benefits)					\$ 137,749.43
Client Costs					Annual Budget
Item	Description of Item	Rate	Quantity	Total Amount Requested from BHA	
				\$ -	
Total Client Costs					\$ -
Contract/Consultants Services (Subawards & Subcontracts)					Annual Budget
Name	Description of Work	Rate	Quantity	Total Amount Requested from BHA	
Tribe Subaward	Clinical and Peer Services	\$ 464,000.00	1	\$ 464,000.00	
Redpoint Center	Intensive Outpatient Services (avg stay 3 months * \$4000 per month) for clients served through the Boulder County Co-Responder and County Jail Pretrial Release Programs	\$ 4,000.00	28.5	\$ 114,000.00	

Redpoint Center	Sober Living and Intensive Outpatient Services (avg stay 3 months * \$5000 per month) for clients served through the Boulder County Co-Responder and County Jail Pretrial Release Programs	\$ 5,000.00	30	\$ 150,000.00
Total Contract Services				\$ 728,000.00
Occupancy				Annual Budget
Item	Description of Item	Rate	Quantity	Total Amount Requested from BHA
				\$ -
Total Occupancy				\$ -
Operating				Annual Budget
Item	Description of Item	Rate	Quantity	Total Amount Requested from BHA
Phone	Phone for supervisor @ \$58/month	\$ 58.00	12	\$ 696.00
Vehicle 1 Mileage	Mileage for Co-Responder Supervisor - travel to jurisdictions	\$ 0.66	1800	\$ 1,179.00
Vehicle 2 Mileage	Mileage for Jail Navigator	\$ 0.66	1800	\$ 1,179.00
Total Operating				\$ 3,054.00
Depreciation/Amortization				Annual Budget
Item	Description of Item	Total Amount Requested from BHA		
Total Depreciation/Amortization				\$ -
Professional Fees				Annual Budget
Item	Description of Item	Rate	Quantity	Total Amount Requested from BHA
				\$ -
Total Professional Fees				\$ -
Capital Costs				Annual Budget
Item	Description of Item	Rate	Quantity	Total Amount Requested from BHA
Clinical Office Space	Partial purchase of an office space for the provision of clinical services	\$ 967,891.00	1	\$ 967,891.00
Clinical Office Space	Dollars from carry forward for office space	\$ 277,947.38	1	\$ 277,947.38
Total Capital Costs				\$ 1,245,838.38
TOTAL DIRECT COSTS (TDC)				\$ 2,114,641.81
Exclusions from Indirect Cost Base expenses per OMB 2CFR § 200				
Subaward in excess of \$25,000				\$ 728,000.00
Rent				
Equipment (over \$5000)				
Other Unallowable Expenses (not allowed a direct cost) such as land, real estate purchase, etc.				\$ 1,245,838.38
Total Expenses per OMB 2CFR § 200				\$ 1,973,838.00
MODIFIED TOTAL DIRECT COSTS (MTDC)				\$ 140,803.81
Indirect Costs				Annual Budget
Item	Description of Item	Percentage	Total Amount Requested from BHA	
Indirect Costs	De Minimis (10%)	10%	\$ 14,080.38	
Total Indirect			\$ 14,080.38	
Grand Total Expenses			\$ 2,128,722.00	

Match Requirement Chart: Size of Organization & Award amount

Match Requirement	Organization Annual Budget Size	Percentage Match Requirement on grant award
large org.	\$20,000,000 or more	5%
small	less than \$20,000,000	2.5%
Award of \$50,000 or less	any size	0%

SELECT YOUR MATCH AMOUNT
5.0%

MATCH AMOUNT REQUIRED**\$ 106,436.00****Match Amount Required must be listed below in Revenue Offset and/ or Matching Funds**

Revenue Offset	Annual Budget
Client Services	
Medicaid Fee for Service Cash	
Medicaid Capitation Encounters	
<i>valued at the Cost Per Unit of Service per unit Cost Report of Negotiated Rates received from Regional Accountable Entity (RAE)*</i>	
BHA Indigent Encounters**	
3rd Party Insurance Cash Receipts	
Medicare Cash	
Self-Pay/Client Fees	
Cash from other Sources: (Specify below)	
Total Client Services	\$ -
<i>*The rate that your entity is receiving must be used to offset costs in this area</i>	
<i>**Encounters valued using the current year's fee for services schedule issued by BHA and not to exceed contract amount</i>	
Matching Funds	
Contracts and Grants	
Non-Governmental Contracts	
Other State Revenue/Accrual	
Federal Grant Funds/Accrual	
Local Funds/Accrual	
Private Grant Funds/Accrual	\$ 28,038.00
Public Support	
Private Support	
In-Kind Donations	
Other Funds (Specify below)	
County funds toward purchase of clinical office space	\$ 96,331.17
Total Contracts and Grants	\$ 124,369.17
Grand Total Revenue Offset	\$ 124,369.17
Net Cost	\$ 2,004,352.83

The Parties may mutually agree, in writing, to modify the Budget administratively using an BHA Budget Reallocation form



Exhibit E-2 - Supplemental Provisions for Federal Awards

For the purposes of this Exhibit only, Contractor is also identified as “Subrecipient.” This Contract has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions for Federal Awards, the Special Provisions, the Contract or any attachments or exhibits incorporated into and made a part of the Contract, the Supplemental Provisions for Federal Awards shall control. In the event of a conflict between the Supplemental Provisions for Federal Awards and the FFATA Supplemental Provisions (if any), and/or exhibit regarding SLFRF Federal Provisions, the terms re FFATA and/or SLFRF shall control. If the source of the funding of the Contract is a grant, these Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

- 1) Federal Award Identification
 - i. Subrecipient: **County of Boulder**
 - ii. Subrecipient Unique Entity ID number: **LB9EYBMY6NJ8**
 - iii. The Federal Award Identification Number (FAIN) is **SLFRP0126**
 - iv. The Federal award date is **May 18, 2021**
 - v. The subaward period of performance start date is **July 1, 2024**, and end date is **June 30, 2025**
 - vi. Federal Funds:

Contract or Fiscal Year	Amount of Federal funds obligated by this Contract	Total amount of Federal funds obligated to the Subrecipient	Total amount of the Federal Award committed to Subrecipient by CDHS
FY25 ARPA	\$387,675.68	\$387,675.68	\$387,675.68

- vii. Federal award project description: **To establish and expand services to divert and deflect individuals with behavioral health needs away from the criminal justice system and into appropriate treatment.**
 - viii. The name of the Federal awarding agency is **U.S. Department of Treasury**; the name of the pass-through entity is the State of Colorado, Department of Human Services (CDHS);

- ix. The Catalog of Federal Domestic Assistance (CFDA) number is if applicable, **21.027**, name is **Coronavirus State and Local Fiscal Recovery Funds**, and dollar amount is **\$3,828,761,790**.
 - x. This award is **not** for research & development.
 - xi. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDHS cost allocation plan.
- 2) All requirements imposed by CDHS on Subrecipient so that the Federal award is used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award, are stated in **Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, and Exhibit F**.
 - 3) Any additional requirements that CDHS imposes on Subrecipient in order for CDHS to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in **Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, and Exhibit F**.
 - 4) Subrecipient's approved indirect cost rate is **10%**.
 - 5) Subrecipient must permit CDHS and auditors to have access to Subrecipient's records and financial statements as necessary for CDHS to meet the requirements of 2 CFR §200.332 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.
 - 6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 15 of this Exhibit and may be further specified in the accompanying Scope of Work exhibit.
 - 7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDHS no later than **thirty (30)** calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.
 - 8) **Matching Funds.**
 - i. Subrecipient shall provide matching funds as stated in **Exhibit B**. Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDHS regarding the status of such funds upon request. Subrecipient's obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Contract by the authorized representatives of the Subrecipient and paid into the Subrecipient's treasury or bank account. Subrecipient represents to CDHS that the amount designated as matching funds has been legally appropriated for the purposes of this Contract by its authorized representatives and paid into its

treasury or bank account. Subrecipient does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.

1. Definitions.

1.1 For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.

1.1.1 "Award" means an award of Federal financial assistance, and the Contract setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

1.1.1.1 Awards may be in the form of:

1.1.1.1.1 Grants;

1.1.1.1.2 Contracts;

1.1.1.1.3 Cooperative Contracts, which do not include cooperative research and development Contracts (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);

1.1.1.1.4 Loans;

1.1.1.1.5 Loan Guarantees;

1.1.1.1.6 Subsidies;

1.1.1.1.7 Insurance;

1.1.1.1.8 Food commodities;

1.1.1.1.9 Direct appropriations;

1.1.1.1.10 Assessed and voluntary contributions; and

1.1.1.1.11 Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

1.1.1.1.12 Any other items specified by OMB in policy memoranda available at the OMB website or other source posted by the OMB.

1.1.1.2 Award **does not** include:

1.1.1.2.1 Technical assistance, which provides services in lieu of money;

1.1.1.2.2 A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;

- 1.1.1.2.3 Any award classified for security purposes; or
- 1.1.1.2.4 Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).

1.1.2 “Contract” means the Contract to which these Federal Provisions are attached and includes all Award types in § of this Exhibit.

1.1.3 “Contractor” means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

1.1.4 “Unique Entity ID number” or “UEI” is the Unique Entity ID number established by the federal government in the Unique Entity ID System to uniquely identify a business entity. For more, see: www.sam.gov.

1.1.5 “Entity” means:

1.1.5.1 If the source of the funding is a Grant:

- 1.1.5.1.1 a Non-Federal Entity;
- 1.1.5.1.2 a foreign public entity;
- 1.1.5.1.3 a foreign organization;
- 1.1.5.1.4 a non-profit organization;
- 1.1.5.1.5 a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
- 1.1.5.1.6 a foreign non-profit organization (only for 2 CFR part 170) only);
- 1.1.5.1.7 a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
- 1.1.5.1.8 a foreign for-profit organization (for 2 CFR part 170 only).

1.1.5.2 If the source of funding is not a Grant:

- 1.1.5.2.1 all of the following as defined at 2 CFR part 25, subpart C;
- 1.1.5.2.2 A governmental organization, which is a State, local government, or Indian Tribe;
- 1.1.5.2.3 a foreign public entity;
- 1.1.5.2.4 a domestic or foreign non-profit organization;
- 1.1.5.2.5 a domestic or foreign for-profit organization; and

- 1.1.5.2.6 a Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 1.1.6 “Executive” means an officer, managing partner or any other employee in a management position.
- 1.1.7 If the source of funding is a Grant, “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1. If the source of funding is not a Grant, “Federal Award Identification Number (FAIN)” means an Award number assigned by a Federal agency to a Prime Recipient.
- 1.1.8 “FFATA” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 1.1.9 “Federal Provisions” means these Federal Provisions subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.
- 1.1.10 If the source of funding is a Grant, “Grant” as used herein is the Contract to which these Federal Provisions are attached.
- 1.1.11 “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached if the source of funding is a Grant. Grantee also means Subrecipient.
- 1.1.12 “Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 1.1.13 “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
- 1.1.13.1 Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 1.1.13.2 Is not organized primarily for profit; and
 - 1.1.13.3 Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 1.1.14 “OMB” means the Executive Office of the President, Office of Management and Budget.
- 1.1.15 “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 1.1.16 “Prime Recipient” means a Colorado State agency or institution of higher education that receives an Award, or, of the source of funding is a Grant it is that agency or institution identified as the Grantor in the Grant to which these Federal Provisions are attached.

- 1.1.17 “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101 or 2 CFR 200.38, as applicable. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- 1.1.18 “Subrecipient” or, if the source of funding is a Grant, “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee. The term does not include an individual who is a beneficiary of a federal program.
- 1.1.19 “Subrecipient Parent UEI Number” means the subrecipient parent organization’s 12-digit Unique Entity ID System (UEI) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
- 1.1.20 “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 1.1.21 “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a), as applicable) and includes the following:
- 1.1.21.1 Salary and bonus;
 - 1.1.21.2 Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 1.1.21.3 Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;

- 1.1.21.4 Change in present value of defined benefit and actuarial pension plans;
- 1.1.21.5 Above-market earnings on deferred compensation which is not tax-qualified;
- 1.1.21.6 Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 1.1.22 “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act may also be referred to as FFATA.
- 1.1.23 “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which, unless the source of funding is a Grant, supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 1.1.24 “Vendor” means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. Compliance.

- 2.1 Contractor/Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, including, but not limited to, all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Contractor/Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3. System for Award Management (SAM) and Unique Entity ID System (UEI) Requirements.

- 3.1 SAM. Contractor/Grantee shall maintain the currency of its information in SAM until the Contractor/Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Contractor/Grantee shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 3.2 UEI. Contractor/Grantee shall provide its UEI number to its Prime Recipient, and shall update Contractor's/Grantee's information in www.sam.gov at least annually after the initial registration, and more frequently if required by changes in Contractor's/Grantee's information.

4. Total Compensation.

- 4.1 Contractor/Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
- 4.1.1 The total Federal funding authorized to date under the Award is \$30,000 or more if the source of funding is a Grant, or otherwise \$25,000 or more if the source of funding is not a Grant; and
- 4.1.2 In the preceding fiscal year, Contractor/Grantee received:
- 4.1.2.1 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 4.1.2.2 \$30,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is a Grant or otherwise \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is not a Grant; and
- 4.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

5. Reporting.

5.1 If Contractor/Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Contract/Grant price. The reporting requirements in this Exhibit are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract/Grant and shall become part of Contractor's/Grantee's obligations under this Contract/Grant.

6. Effective Date and Dollar Threshold for Reporting.

6.1 If the source of funding is a Grant, Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements.

6.2 If the source of funding is not a Grant, Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.

6.3 The procurement standards in §8 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

7. Subrecipient Reporting Requirements.

7.1 If Contractor/Grantee is a Subrecipient, Contractor/Grantee shall report as set forth below.

7.2 To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number (FAIN) assigned by a Federal agency to a Prime Recipient no later than the end of the month following the month in which the Subaward was made:

7.2.1 Subrecipient UEI Number;

7.2.2 Subrecipient UEI Number if more than one electronic funds transfer (EFT) account;

- 7.2.3 Subrecipient parent's organization UEI Number;
- 7.2.4 Subrecipient's address, including: Street Address, City, State, Country, Zip (+ 4 if source of funding is a Grant or as otherwise directed per SAM directives for proper reporting), and Congressional District;
- 7.2.5 Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
- 7.2.6 Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
- 7.3 To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract/Grant, the following data elements:
 - 7.3.1 Subrecipient's UEI Number as registered in SAM.
 - 7.3.2 Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. Procurement Standards.

- 8.1 Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.
- 8.2 If the source of funding is a Grant: Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- 8.3 Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

9. Access to Records.

9.1 A Subrecipient shall permit Recipient/Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.311-200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

10. Single Audit Requirements.

10.1 If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

10.2 Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

10.3 Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

10.4 Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

11. Contract/Grant Provisions for Subrecipient Contracts.

- 11.1 In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Contractors/Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract/Grant.
- 11.2 {Applicable to federally assisted construction contracts.} Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- 11.3 {Applicable to on-site employees working on government-funded construction, alteration and repair projects.} Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).
- 11.4 Rights to Inventions Made Under a contract/grant or agreement. If the Federal Award meets the definition of “funding agreement”/ “funding Contract” under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,”/”funding Contract”, the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.
- 11.5 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardee(s) to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 11.6 Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide

- exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 11.7 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 11.8 Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never contract with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 11.9 Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

12. Certifications.

- 12.1 Unless prohibited by Federal statutes or regulations, Recipient/Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

13. Exemptions.

13.1 These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

13.2 A Contractor/Grantee with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

14. Event of Default and Termination.

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

14.2 Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

14.2.1 By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;

14.2.2 By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

14.2.3 By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

14.2.4 By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or

14.2.5 By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

15. Additional Terms re Payments to Grantee to Supplement Main Terms in Contract.

15.1 **Federal Recovery:** The closeout of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

15.2 **Close-Out:** Grantee shall close out this Award within 45 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. To complete closeout, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If the Federal Awarding Agency has not closed this Federal Award within one year and 90 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement due to Grantee's failure to submit required documentation, then Grantee may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

Exhibit End



Exhibit F-2 - SLFRF Subrecipient Provisions Exhibit (CDHS)

This Exhibit and the Appendices hereto apply regarding the use of State and Local Fiscal Recovery Funds (SLFRF) to comply with requirements established by the U.S. Department of Treasury and the Colorado Department of Personnel & Administration, Office of the State Controller re the Colorado Department of Human Services (CDHS).

This SLFRF Provisions Exhibit may supplement other Exhibit(s) to the instant Agreement. In the event that terms on prior Exhibit(s) to the instant Agreement conflict with this SLFRF Provisions Exhibit, this Exhibit shall control and take precedence.

The Contractor/Vendor/Other Agency entity with which the Colorado Department of Human Services (CDHS) is contracting per this Agreement may be referred to as “Subrecipient” herein, the designation per controlling law and mandates. This “Subrecipient” designation shall apply in this context notwithstanding prior definition(s) of any entity to this agreement as “Contractor” or any other title.

Subrecipient must agree to and comply with the terms of these SLFRF Provisions in order to receive and use these funds. Subrecipient shall execute not only the instant Agreement, but also specifically the Certification Agreement appendix to the instant Exhibit. A failure to also separately execute the Certification Agreement appendix hereto shall not relieve Subrecipient of the rules/obligations set forth herein; such a clerical error must be promptly remedied upon discovery by notifying the CDHS office/program contact, who can then assist with the logistics of mandatory signing, which shall retroactively apply.

In the event that Subrecipient is/was in receipt of SLFRF funding from CDHS prior to execution of the instant Exhibit, Subrecipient understands that its obligations set forth herein with regards to that funding shall retroactively apply.

The regulations and requirements surrounding receipt and use of SLFRF funding is an evolving subject matter as established by the U.S. Department of Treasury and put into established policy by the Colorado Department of Personnel & Administration, Office of the State Controller for use with CDHS Agreements. As such, Subrecipient agrees to execute any additional Agreements/Amendments as required by CDHS to establish and/or update these procedures. Subrecipient agrees to accept written notice from CDHS of updates to these requirements and to comply with same forthwith, even if prior to or without a formal Amendment to the Agreement to update this Exhibit or the rules/requirements established herein. Regardless, if CDHS requests that Subrecipient execute an Amendment to formalize

implementation of and/or acknowledgment of updates to this Exhibit, Subrecipient shall promptly comply.

Subrecipient agrees to stay abreast of and comply with the most current iterations of the requirements re SLFRF funding set forth on <https://osc.colorado.gov/american-rescue-plan-act> (see SLFRF Grant Agreement Templates Tab).

Table 1: Federal Award(s) Applicable to this Grant Award

Federal Awarding Office	US Department of the Treasury
Grant Program	Coronavirus State and Local Fiscal Recovery Funds
Assistance Listing Number	21.027
Federal Award Number	SLFRP0126
Federal Award Date*	May 18, 2021
Federal Award End Date	December 31, 2026
Federal Statutory Authority	Title VI of the Social Security Act, Section 602
Total Amount of Federal Award (this is not the amount of this grant agreement)	\$3,828,761,790

* Funds may not be available through the Federal Award End Date subject to the provisions in §2 and §5 below.

Table 2: State Award (if applicable) to this Grant Award

State Statutory Authority	HB24-1466 - Refinance Federal Coronavirus Recovery Funds
State Award Date	July 1, 2024
State Award End Date	June 30, 2025

Appendix 1 To SLFRF Exhibit – Budget Supplement**1. Budget By US Treasury Expenditure Category**

Expenditure Categories identified in this Appendix will determine what is reported on as outlined in the all following Appendices to this Exhibit.

Project Number	Project Title	US Treasury Expenditure Category Number and Name	Budget
PHI300	Criminal Justice Intervention, Detection & Redirection Grant Program	1.14 Other Public Services	\$387,675.68
Total			\$387,675.68

2. Budget By Function**3. Expenditure Category Modifications**

4. Increases or decreases in any Expenditure Category must be requested and approved by the State Agency by using the SLFRF Expenditure Modification Form. This form can be found at: <https://osc.colorado.gov/american-rescue-plan-act> (see SLFRF Grant Agreement Templates Tab). In no event may this be used to modify the overall total of this Agreement or otherwise any non SLFRF expenditures.

Appendix 2 To SLFRF Exhibit - Federal Provisions Supplement

1. Applicability of Provisions.

- 1.1 The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.
- 1.2 The State of Colorado is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.
- 1.3 Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.
- 1.4 These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. Definitions.

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
 - 2.1.1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
 - 2.1.2. "Entity" means:
 - 2.1.2.1. a Non-Federal Entity;
 - 2.1.2.2. a foreign public entity;
 - 2.1.2.3. a foreign organization;
 - 2.1.2.4. a non-profit organization;
 - 2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
 - 2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);
 - 2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
 - 2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).
 - 2.1.3. "Executive" means an officer, managing partner or any other employee in a management position.
 - 2.1.4. "Expenditure Category (EC)" means the category of eligible uses as defined by the US Department of Treasury in "Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

- 2.1.5. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1
- 2.1.6. “Grant” means the Grant to which these Federal Provisions are attached.
- 2.1.7. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached. Grantee also means Subrecipient.
- 2.1.8. “Non-Federal Entity” means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 2.1.9. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
 - 2.1.9.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 2.1.9.2. Is not organized primarily for profit; and
 - 2.1.9.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.10. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.11. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.12. “Prime Recipient” means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.13. “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.14. “Subrecipient” or “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program. For SLFRF Grants, a subrecipient relationship continues to exist for Expenditure Category 6.1 Revenue Replacement.
- 2.1.15. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s

or Subrecipient's preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:

- 2.1.15.1. Salary and bonus;
- 2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
- 2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
- 2.1.15.4. Change in present value of defined benefit and actuarial pension plans;
- 2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
- 2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.16. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
- 2.1.17. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 2.1.18. "Unique Entity ID Number" means the Unique Entity ID established by the federal government for a Grantee or Subrecipient at <https://sam.gov/content/home>.

3. Compliance.

3.1 Subrecipient shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3.2 Per US Treasury Final Award requirements, grantee programs or services must not include terms or conditions that undermine efforts to stop COVID-19 or discourage compliance with recommendations and CDC guidelines.

4. System for Award Management (SAM) and Unique Entity Identifier (UEI) Requirements.

4.1 SAM. Subrecipient shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Subrecipient shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

4.2 UEI. Grantee shall provide its UEI Number to its Prime Recipient, and shall update Grantee's information in SAM at least annually.

5. Total Compensation.

5.1 Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

5.2 The total Federal funding authorized to date under the Award is \$30,000 or more; and

5.3 In the preceding fiscal year, Grantee received:

5.4 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.5 \$30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.6 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. Reporting.

6.1 If Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Grantee's obligations under this Grant.

7. Effective Date and Dollar Threshold for Federal Reporting.

7.1 Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject

to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements. If the total award is below \$30,000 no reporting required; if more than \$30,000 and less than \$50,000 then FFATA reporting is required; and, \$50,000 and above SLFRF reporting is required.

7.2 The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. Subrecipient Reporting Requirements.

Grantee shall report as set forth below.

Grantee shall use the SLFRF Subrecipient Quarterly Report Workbook as referenced in Appendix 4 to report to the State Agency within ten (10) days following each quarter ended September, December, March and June. Additional information on specific requirements are detailed in the SLFRF Subrecipient Quarterly Report Workbooks and "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

A. EC 1 - Public Health

i. All Public Health Projects

- a. Description of structure and objectives
- b. Description of relation to COVID-19
- c. Identification of impacted and/or disproportionately impacted communities
- d. Capital Expenditures
 - (a) Presence of capital expenditure in project
 - (b) Total projected capital expenditure
 - (c) Type of capital expenditure
 - (d) Written justification
 - (e) Labor reporting

ii. COVID-19 Interventions and Mental Health (1.4, 1.11, 1.12, 1.13)

- a. Amount of total project used for evidence-based programs
- b. Evaluation plan description

iii. COVID-19 Small Business Economic Assistance (1.8)

- a. Number of small businesses served

iv. COVID-19 Assistance to Non-Profits (1.9)

- a. Number of non-profits served

- v. COVID-19 Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (1.10)
 - a. Sector of employer
 - b. Purpose of funds
- B. EC 2 - Negative Economic Impacts
 - i. All Negative Economic Impacts Projects
 - a. Description of project structure and objectives
 - b. Description of project's response to COVID-19
- C. Identification of impacted and/or disproportionately impacted communities
- D. Amount of total project used for evidence-based programs and description of evaluation plan (not required for 2.5, 2.8, 2.21-2.24, 2.27-2.29, 2.31, 2.34-2.36)
 - a. Number of workers enrolled in sectoral job training programs
 - b. Number of workers completing sectoral job training programs
- E. Number of people participating in summer youth employment programs
 - a. Capital Expenditures
 - (a) Presence of capital expenditure in project
 - (b) Total projected capital expenditure
 - (c) Type of capital expenditure
 - (d) Written justification
 - (e) Labor reporting
 - ii. Household Assistance (2.1-2.8)
 - a. Number of households served
 - b. Number of people or households receiving eviction prevention services (2.2 & 2.5 only) (Federal guidance may change this requirement in July 2022)
 - c. Number of affordable housing units preserved or developed (2.2 & 2.5 only) (Federal guidance may change this requirement in July 2022)
 - iii. Healthy Childhood Environments (2.11-2.13)
 - a. Number of children served by childcare and early learning (Federal guidance may change this requirement in July 2022)
 - b. Number of families served by home visiting (Federal guidance may change this requirement in July 2022)
 - iv. Education Assistance (2.14, 2.24-2.27)

- a. National Center for Education Statistics (“NCES”) School ID or NCES District ID
- F. Number of students participating in evidence-based programs (Federal guidance may change this requirement in July 2022)
 - i. Housing Support (2.15, 2.16, 2.18)
 - a. Number of people or households receiving eviction prevention services (Federal guidance may change this requirement in July 2022)
 - b. Number of affordable housing units preserved or developed (Federal guidance may change this requirement in July 2022)
 - ii. Small Business Economic Assistance (2.29-2.33)
 - a. Number of small businesses served
- G. Assistance to Non-Profits (2.34)
 - a. Number of non-profits served
 - ii. Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (2.35-2.36)
 - a. Sector of employer
 - b. Purpose of funds
- H. If other than travel, tourism and hospitality (2.36) - description of hardship
- I. EC 3 - Public Health - Negative Economic Impact: Public Sector Capacity
 - i. Payroll for Public Health and Safety Employees (EC 3.1)
 - a. Number of government FTEs responding to COVID-19
 - ii. Rehiring Public Sector Staff (EC 3.2)
 - a. Number of FTEs rehired by governments
- J. EC 4 - Premium Pay
 - i. All Premium Pay Projects
- K. List of sectors designated as critical by the chief executive of the jurisdiction, if beyond those listed in the final rule
 - a. Numbers of workers served
 - b. Employer sector for all subawards to third-party employers
 - c. Written narrative justification of how premium pay is responsive to essential work during the public health emergency for non-exempt workers or those making over 150 percent of the state/county’s average annual wage
 - d. Number of workers to be served with premium pay in K-12 schools

- L. EC 5 - Infrastructure Projects
 - i. All Infrastructure Projects
 - a. Projected/actual construction start date (month/year)
 - b. Projected/actual initiation of operations date (month/year)
 - c. Location (for broadband, geospatial data of locations to be served)
 - d. Projects over \$10 million
 - (a) Prevailing wage certification or detailed project employment and local impact report
 - (b) Project labor agreement certification or project workforce continuity plan
 - (c) Prioritization of local hires
 - (d) Community benefit agreement description, if applicable
 - ii. Water and sewer projects (EC 5.1-5.18)
 - a. National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
 - b. Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)
 - c. Median Household Income of service area
 - d. Lowest Quintile Income of the service area
 - iii. Broadband projects (EC 5.19-5.21)
 - a. Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
 - (a) If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and
 - (b) Confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.
- M. Additional programmatic data will be required for broadband projects and will be defined in a subsequent version of the US Treasury Reporting Guidance, including, but not limited to (Federal guidance may change this requirement in July 2022):

- (a) Number of households (broken out by households on Tribal lands and those not on Tribal lands) that have gained increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, with the number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download and number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload
- (b) Number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) that have projected increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization, with the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.
- (c) Narrative identifying speeds/pricing tiers to be offered, including the speed/pricing of its affordability offering, technology to be deployed, miles of fiber, cost per mile, cost per passing, number of households (broken out by households on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download, number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload, and number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) projected to

have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization. Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

ii. All Expenditure Categories

N. Program income earned and expended to cover eligible project costs

To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM for each Federal Award Identification Number (FAIN) assigned by a Federal Agency to Prime Recipient no later than the end of the month following the month in which the Subaward was made.

Subrecipient Unique Entity ID (“UEI”);

Subrecipient UEI if more than one electronic funds transfer (EFT) account;

Subrecipient parent’s organization UEI;

Subrecipient’s address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

Subrecipient’s top 5 most highly compensated Executives if the criteria in §4 above are met; and

Subrecipient’s Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

To Prime Recipient. A Subrecipient shall report to its Prime Recipient, the following data elements:

Subrecipient’s UEI as registered in SAM.

Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

Narrative identifying methodology for serving disadvantaged communities. See the "Project Demographic Distribution" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. This requirement is applicable to all projects in Expenditure Categories 1 and 2.

Narrative identifying funds allocated towards evidenced-based interventions and the evidence base. See the “Use of Evidence” section in the “Compliance and Reporting

Guidance, State and Local Fiscal Recovery Funds” report available at www.treasury.gov. See section 8.1.1 for relevant Expenditure Categories.

Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the public health and negative economic impacts of COVID-19. This requirement is applicable to Expenditure Categories 1 and 2. For aid to travel, tourism, and hospitality or other impacted industries (EC 2.11-2.12), also provide the sector of employer, purpose of funds, and if not travel, tourism and hospitality a description of the pandemic impact on the industry.

Narrative identifying the sector served and designated as critical to the health and well-being of residents by the chief executive of the jurisdiction and the number of workers expected to be served. For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, other than those where the eligible worker receiving premium pay is earning (with the premium pay included) below 150 percent of their residing state or county’s average annual wage for all occupations, as defined by the Bureau of Labor Statistics Occupational Employment and Wage Statistics, whichever is higher, OR the eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions, include justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19 but should not include personally identifiable information. This requirement applies to EC 4.1, and 4.2.

For infrastructure projects (EC 5) or capital expenditures in any expenditure category, narrative identifying the projected construction start date (month/year), projected initiation of operations date (month/year), and location (for broadband, geospatial location data).

For projects over \$10 million:

Certification that all laborers and mechanics employed by Contractors and Subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Agreement work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing (1) the number of employees of Contractors and sub-contractors working on the project; (2) the number of employees on the project hired directly and hired through a third party; (3) the wages and benefits of workers on the project by

classification; and (4) whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.

A Subrecipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing: (1) how the Subrecipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project; (2) how the Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and (3) how the Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; (4) whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and (5) whether the project has completed a project labor agreement.

Whether the project prioritizes local hires.

Whether the project has a Community Benefit Agreement, with a description of any such agreement.

Subrecipient also agrees to comply with any reporting requirements established by the US Treasury, Governor's Office and Office of the State Controller. The State of Colorado may need additional reporting requirements after this agreement is executed. If there are additional reporting requirements, the State will provide notice of such additional reporting requirements via Appendix 5- SLFRF Reporting Modification Form.

9. Procurement Standards.

9.1 Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

9.2 Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Agreements and purchase orders for work or products under this award.

9.3 Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its Contractors must comply with section 6002 of

the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. Access to Records.

10.1 A Subrecipient shall permit Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

11. Single Audit Requirements.

11.1 If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

11.2 Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

11.3 Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

11.4 Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the

schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. Grant Provisions For Subrecipient Agreements.

- 12.1 In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all Subcontractors entered into by it pursuant to this Grant.
- 12.2 {Applicable to federally assisted construction Agreements.} Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of “federally assisted construction Agreement” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.
- 12.3 {Applicable to on-site employees working on government-funded construction, alteration and repair projects.} Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).
- 12.4 Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.
- 12.5 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.6 Debarment and Suspension (Executive Orders 12549 and 12689). A Agreement award (see 2 CFR 180.220) must not be made to parties listed on the government wide

exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- 12.7 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 12.8 Never Agreement with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never Agreement with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 12.9 Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.
- 12.10 Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CRF Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

13. Certifications.

13.1 Subrecipient Certification. Subrecipient shall sign a “State of Colorado Agreement with Recipient of Federal Recovery Funds” Certification Form in separate Appendix hereto and submit to State Agency with signed grant agreement.

13.2 Unless prohibited by Federal statutes or regulations, Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. Exemptions.

14.1 These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

14.2 A Grantee with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

Event of Default and Termination.

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

14.4 Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

14.5 By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;

14.6 By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

14.7 By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

14.8 By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated.

However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or

14.9 By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

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Appendix 3 To SLFRF Exhibit - Subrecipient Certification Agreement

Agreement with Subrecipient of Federal Recovery Funds

Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain Subrecipients from the Coronavirus State Fiscal Recovery Fund. The State of Colorado has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This agreement is between your organization and the State and your organization is signing and certifying the same terms and conditions included in the State's separate agreement with Treasury. Your organization is referred to as a Subrecipient.

As a condition of your organization receiving federal recovery funds from the State, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal recovery funds as specified in bills passed by the General Assembly and signed by the Governor.

Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization's obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

Subrecipient Name:

Authorized Representative

Title

Signature

Agreement with Subrecipient of Federal Recovery Funds Terms and Conditions

1. Use of Funds.

- a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
- b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this subaward is shown on page one of this Agreement. Subrecipient may use funds to cover eligible costs incurred, as set forth in Treasury's implementing regulations, during this period of performance.

3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the Governor's Office and Office of the State Controller. The State will provide notice of such additional reporting requirements via separate Appendix hereto - Reporting Modification Form.

4. Maintenance of and Access to Records

- a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. **Administrative Costs.** Subrecipient may use funds provided under this award to cover both direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the Governor's Office and Office of the State Controller.
7. **Cost Sharing.** Cost sharing or matching funds are not required to be provided by Subrecipient.
8. **Conflicts of Interest.** The State of Colorado understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipient and Contractors must disclose in writing to the Office of the State Controller or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Office of the State Controller shall disclose such conflict to Treasury.
9. **Compliance with Applicable Law and Regulations.**
- a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
 - b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F - Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors

described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. **Remedial Actions.** In the event of Subrecipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
11. **Hatch Act.** Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. **False Statements.** Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.
13. **Publications.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRF0126 awarded to the State of Colorado by the U.S. Department of the Treasury."
14. **Debts Owed the Federal Government.**
- a. Any funds paid to the Subrecipient
 - i. in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award;
 - ii. that are determined by the Treasury Office of Inspector General to have been misused; or
 - iii. that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are

a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.
- b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for Agreement or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Subrecipient, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

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



Assurances of Compliance with Civil Rights Requirements

Assurances of Compliance with Title VI of The Civil Rights Act of 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language

assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.

3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42

U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.
6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.

7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Subrecipient shall notify the OSC with copy to CDHS for visibility, the OSC will report to the Department of Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome.
9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub- Subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Appendix 4 To SLFRF Exhibit - SLFRF Subrecipient Quarterly Report Requirements

SLFRF Subrecipient Quarterly Report Workbook

The SLFRF Subrecipient Quarterly Report Workbook must be submitted to the State Agency within ten (10) days following each quarter ended September, December, March and June.

The SLFRF Subrecipient Quarterly Report Workbook can be found at:

<https://osc.colorado.gov/american-rescue-plan-act> (see SLFRF Grant Agreement Templates Tab).

The requirements set forth in this Appendix 4 do not apply if the instant Agreement is between two Colorado State Agencies.

Appendix 5 To SLFRF Exhibit - Sample SLFRF Reporting Modifications Form

Grantee	
Grant Agreement Number	
Project Title	
Project Number	
Project Duration - To	
Project Duration - From	
State Agency	

This form serves as notification that there has been a change to the SLFRF reporting requirements set forth in the Agreement.

The following reporting requirements have been (add/remove additional rows as necessary):

Updated Reporting Requirement (Add/Delete/Modify)	Project Number	Reporting Requirement

By signing this form, the Grantee/Contractor agrees to and acknowledges the changes to the SLFRF reporting requirements set forth in the existing Agreement. All other terms and conditions of the Agreement, with any approved modifications, remain in full force and effect. Grantee/Contractor shall submit this form to the State Agency within 10 business days of the date sent by that Agency.

Grantee

State Agency Grant Manager

Date

Date

Certificate Of Completion

Envelope Id: 5F1967E7-542B-4D71-8A3E-B8E38DE30BEC

Status: Sent

Subject: Community Services - CDHS Behavioral Health Admin. Amendment, FY25, \$277,947.83

Type of Document:

Revenue Contract

Department/Office: Community Services

Source Envelope:

Document Pages: 58

Signatures: 0

Envelope Originator:

Certificate Pages: 2

Initials: 3

Candice Long

AutoNav: Enabled

2025 14th St

Envelopeld Stamping: Enabled

Boulder, CO 80302

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

clong@bouldercounty.org

IP Address: 161.97.235.7

Record Tracking

Status: Original

Holder: Candice Long

Location: DocuSign

1/29/2025 12:51:37 PM

clong@bouldercounty.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Boulder County

Location: DocuSign

Signer Events

Signature

Timestamp

April P Gatesman

ca@bouldercounty.org

Boulder County

Security Level: Email, Account Authentication
(None)

APG

Signature Adoption: Pre-selected Style
Using IP Address: 97.107.70.37

Sent: 1/29/2025 1:02:44 PM

Resent: 1/30/2025 7:29:19 AM

Viewed: 1/30/2025 9:12:28 AM

Signed: 1/30/2025 9:12:54 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Robin Bohannon

rbohannon@bouldercounty.gov

Director, Community Services

Security Level: Email, Account Authentication
(None)

RB

Signature Adoption: Pre-selected Style
Using IP Address: 73.78.48.204

Sent: 1/29/2025 1:02:44 PM

Resent: 1/30/2025 7:29:20 AM

Viewed: 1/30/2025 7:32:34 AM

Signed: 1/30/2025 7:32:46 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Tanisha Locke

grants@bouldercounty.gov

Security Level: Email, Account Authentication
(None)

TL

Signature Adoption: Pre-selected Style
Using IP Address: 97.107.70.37

Sent: 1/29/2025 1:02:45 PM

Resent: 1/30/2025 7:29:21 AM

Viewed: 1/30/2025 9:08:09 AM

Signed: 1/30/2025 9:08:56 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Matthew Ramos

38095@bouldercounty.org

Clerk to the Board

Boulder County

Security Level: Email, Account Authentication
(None)

Sent: 1/30/2025 9:40:42 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Candice Long clong@bouldercounty.gov Security Level: Email, Account Authentication (None)	<div>VIEWED</div> Using IP Address: 161.97.235.7	Sent: 1/30/2025 9:12:57 AM Viewed: 1/30/2025 9:40:40 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/29/2025 1:02:45 PM
Envelope Updated	Security Checked	1/29/2025 1:28:52 PM
Envelope Updated	Security Checked	1/29/2025 1:28:52 PM
Envelope Updated	Security Checked	1/29/2025 1:28:52 PM
Envelope Updated	Security Checked	1/29/2025 1:28:52 PM
Envelope Updated	Security Checked	1/29/2025 1:28:52 PM
Envelope Updated	Security Checked	1/29/2025 1:28:52 PM
Envelope Updated	Security Checked	1/29/2025 1:46:31 PM
Payment Events	Status	Timestamps

NON-PROCUREMENT DOCUMENTS ONLY
ROUTE THROUGH DOCUSIGN – NOT ORACLE

ROUTING COVER SHEET

Document Details	
Document Type	Other
Parties	
County Contact Information	
Boulder County Legal Entity	Boulder County
Department	Community Services Department
Division/Program	Strategic Initiatives
Mailing Address	P.O. Box 471, Boulder, CO 80306
Contract Contact – Name, email	Meca Delgado, mdelgado@bouldercounty.gov
Invoice Contact – Name, email	Jiao Qin, jqin@bouldercounty.gov
Other Party Contact Information	
Name	Colorado Department of Human Services Behavioral Health Administration
Mailing Address	701 S. Ash St, Suite C140, Denver, CO 80246
Contact 1 – Name, title, email	Ryan Garren, ryan.garren@state.co.us
Term	
Start Date	7/1/2024
Expiration Date	6/30/2025
Brief Description of Work/Services Provided	
Federal Interest Memo that requires BOCC signature for the reimbursement process for Boulder County to pay for the purchase of the 1410 Emery Ct. Property.	
Revenue Contract/Lease Details	
Amount	0
Fixed Price or Not-to-Exceed?	Not-to-Exceed
Grant Details	
Award # (if any)	
Signature Deadline	2/4/2025
Project/Program Name	
Project/Program Start Date	7/1/2024
Project/Program End Date	6/30/2025
Capital or Operating?	
Grant Funding	
Amount: Federal Funds	n/a
Amount: State Funds	
Amount: Other (specify)	
Amount: Match (dollars)	
Amount: Match (in-kind)	
Total Project Budget	
Account String	
Federally Funded Grants	
Federal Program Name	American Rescue Plan Act
CFDA #	21.027
Subrecipients	
Name(s)	n/a
Services to be Provided	
Subaward Amount	

NON-PROCUREMENT DOCUMENTS ONLY
ROUTE THROUGH DOCUSIGN – NOT ORACLE

Subcontractors	
Name(s)	n/a
Services to be Provided	
Subcontract Amount	
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	
Start Date	
End Date	
Amount	
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

APG _____ **County Attorney** [ONLY FOR: Revenue Contracts, Leases, Grant Documents]

Use email: ca@bouldercounty.org

_____ **Risk Management** [ONLY FOR: Leases]

Use email: mtusinski@bouldercounty.org

tl _____ **Finance** [ONLY FOR: Leases, Grant Documents]

Use email: grants@bouldercounty.gov

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



Community Services Department

Sundquist Building | 3482 N. Broadway Boulder, CO 80304 | Phone: 303-441-3560

Mailing Address: P.O. Box 471 Boulder, CO 80306 | Fax: 303-441-4550

www.bouldercountycommunityservices.org



MEMO

Date: January 27, 2025

To: Boulder County Board of County Commissioners

From: Robin Bohannon, Community Services Director; Jim Adams-Berger, Strategic Initiatives Division Manager

RE: Request for signature on Notice of Federal Interest (NFI) form regarding the purchase of the property located at 1410 Emery Court, Longmont (formerly owned by BCHA) using State ARPA funds

A condition of the use of state ARPA funds for the purchase or renovation of an asset to be used for behavioral health purposes is receipt of a signed Notice of Federal Interest. This document states, in part:

The property may not be (1) used for any purpose inconsistent with the statute of any program regulations governing the award under which the property was acquired or improved; (2) mortgaged or otherwise used as collateral without the written permission of the Chief Financial Officer, Behavioral Health Administration; or (3) sold or transferred to another party without the written permission of the Chief Financial Officer, Behavioral Health Administration. These conditions are in accordance with Treasury Coronavirus State and Local Fiscal Recovery Funds Final Rule, Title 2 CFR part 200, BHA policy guidance, and award terms and conditions.

A separate NFI guidance memo outlines procedures for disposition of the property and how to gain release of the Federal Interest – see attached NFI guidance memo.

The County closed on the 1410 Emery Court property on December 23rd, 2024. Reimbursement to the County for the purchase using ARPA funds is conditioned on receipt of the NFI.

County Commissioners:
Claire Levy

Page 70 of 253
Marta Loachamin

Ashley Stolzmann



COLORADO
Behavioral Health
Administration

Colorado Behavioral Health Administration Guidance: Federal Interest in Real Property Purchased or Improved with American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF)

Federally-funded projects, including projects using State and Local Fiscal Recovery Funds (SLFRF), have specific requirements included in the Code of Federal Regulations (CFR). The [CFR](#) and [Treasury Final Rule](#) state that property purchased or improved using these funds must continue to be used for the intended grant purpose even after the end of the contract. To help you navigate compliance with this rule, this memo outlines the following topics:

- Technical federal regulation details;
- Instructions and requirements to ensure compliance with regulations; and
- Template for filing a Notice of Federal Interest that indicates federal funds have been used for all or a portion of the property

TECHNICAL FEDERAL REGULATION DETAILS

Eligible Uses of SLFRF Funds

SLFRF funds are restricted to be utilized for their intended grant purpose under their respective expenditure categories listed below.

- **HB22-1281 Behavioral Health-care Continuum Gap Grant Program**
 - Behavioral Health Community Investment Grants
 - Category: Public Health (Expenditure Category 1.14 - Other Public Health Services)
 - Children, Youth, and Family Services Grants
 - Category: Public Health (Expenditure Category 1.14 - Other Public Health Services)
 - Substance Use Workforce Stability Grant Program
 - Category: Aid to Impacted Industries (Expenditure Category 2.36: Aid to Other Impacted Industries)
- **SB22-196 Health Needs Of Persons In Criminal Justice System**
 - Early Intervention, Detection, and Redirection from the Criminal Justice System Grant Program
 - Category: Public Health (Expenditure Category 1.14 - Other Public Health Services)





COLORADO
Behavioral Health
Administration

- **SB22-148 Colorado Land-based Tribe Behavioral Health Services Grant Program**
 - Support to Tribes
 - Category: Public Health (Expenditure Category 1.13 - Substance Use Services)

Subrecipient Requirement under SLFRF

Grant recipients or awardees under SLFRF-funded BHA awards are considered subrecipients. Subrecipients are subject to subrecipient monitoring and reporting requirements and are subject to the regulations under 2 CFR 200 and Treasury Final Rule.

Applying SLFRF funds to the purchase or improvement of Real Property

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at [2 CFR Part 200, Subpart D](#), unless stated otherwise by the Treasury. Real property is defined per [2 CFR 200.1](#) as land, including land improvements, structures and appurtenances thereto, but excludes moveable machinery and equipment.

Treasury Final Rule Regarding Eligible Use and Disposition (Final Rule FAQ V July 2023)

During the period of performance, a recipient may use property, supplies, or equipment purchased or improved with SLFRF funds for a purpose other than the purpose for which it was purchased or improved if such other purpose is also consistent with the eligible use requirements. If a recipient changes the use of an asset to an ineligible use or sells the asset prior to the end of the period of performance, then the recipient must follow the disposition procedures in the Uniform Guidance. See 2 CFR 200.311, 200.313, 200.314, and 200.315.

After the period of performance, the property, supplies, or equipment must be used consistent with the purpose for which it was purchased or improved or for any other eligible purpose in the same category as the purpose reported to Treasury as of the final reporting period...

Disposition Requirements

Disposition of Real Property must follow the procedures outlined in [2 CFR 200.311\(c\)](#) (copied below).

Disposition. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from the Federal awarding agency or pass-through entity. The instructions must provide for one of the following alternatives:

- (1) Retain title after compensating the Federal awarding agency. The amount paid to the Federal awarding agency will be computed by applying the Federal awarding agency's





COLORADO
Behavioral Health
Administration

percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, in those situations where the non-Federal entity is disposing of real property acquired or improved with a Federal award and acquiring replacement real property under the same Federal award, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.

(2) Sell the property and compensate the Federal awarding agency. The amount due to the Federal awarding agency will be calculated by applying the Federal awarding agency's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the Federal award has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When the non-Federal entity is directed to sell property, sales procedures must be followed that provide for competition to the extent practicable and result in the highest possible return.

(3) Transfer title to the Federal awarding agency or to a third party designated/approved by the Federal awarding agency. The non-Federal entity is entitled to be paid an amount calculated by applying the non-Federal entity's percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property.

INSTRUCTIONS AND REQUIREMENTS TO ENSURE COMPLIANCE WITH REGULATIONS

Guidance

Due to the above stated requirements for use of real property purchased or improved with SLFRF funds, any real property purchased or improved with SLFRF funds must be used for the intended purpose as included in the contract during the period of performance. After the period of performance, the real property must continue to be used for the original intended purpose or a similar use allowed under the expenditure category as reported to Treasury. If a change occurs outside of those uses, Treasury must be reimbursed. Any change in the intended use of purchased or improved property shall be communicated to BHA to ensure this is an eligible use. If it is determined that the property is no longer used for an eligible use, repayment of the investment will be required in alignment with [2 CFR 200.311\(c\)](#).

To ensure the eligible use requirements are met and retained with real property purchased or improved under SLFRF grants, BHA requires SLFRF awardees to record a Notice of Federal





Interest with their county recorder's office. This requirement is guided by [2 CFR 200.316](#) where BHA is the flowthrough entity and subrecipient awardee entities are the non-Federal entity.

Awardees must file the Notice of Federal Interest with their county recorders offices within 30 days of the purchase or improvement and submit to BHA. If the purchase or improvement has already occurred, awardees must file the Notice of Federal Interest within 30 days after receipt of this memo and submit to BHA.

If awardees plan to use grant funds for leasehold improvements, or capital improvements on leased properties, disposition and use rules still apply. Awardees must obtain agreement that their landlord will file a Notice of Federal Interest on the property and demonstrate that a long term lease is in place.

Release of Federal Interest

If the awardee will no longer use the property for the eligible purpose proposed, or another eligible purpose with approval of BHA, BHA will determine if such use by the awardee is an Unauthorized Use of Property which will require repayment for the Federal Interest as provided in 200.311. BHA may release the Federal Interest in connection with the Property only upon receipt of full payment in compensation of the Federal Interest and thereafter will have no further interest in the ownership, use, or Disposition of the Property.

TEMPLATE FOR FILING A NOTICE OF FEDERAL INTEREST

The Notice of Federal Interest template is located [here](#).





COLORADO
Behavioral Health
Administration

Notice of Federal Interest

On 9/11/2023 the Colorado Behavioral Health Administration awarded agreement number 24 IBEH 180489 utilizing Coronavirus State and Local Fiscal Recovery Funds (SLFRF). The grant provides funds for the purchase and renovation of a Behavioral Health facility which is located on the land described below in Boulder County, Colorado.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE

The source funding for this grant includes conditions on use of the aforementioned property and provides for a continuing Federal interest in the property. Specifically, the property may not be (1) used for any purpose inconsistent with the statute of any program regulations governing the award under which the property was acquired or improved; (2) mortgaged or otherwise used as collateral without the written permission of the Chief Financial Officer, Behavioral Health Administration; or (3) sold or transferred to another party without the written permission of the Chief Financial Officer, Behavioral Health Administration. These conditions are in accordance with Treasury Coronavirus State and Local Fiscal Recovery Funds Final Rule, Title 2 CFR part 200, BHA policy guidance, and award terms and conditions.

These grant conditions and requirements cannot be nullified or voided through a transfer of ownership. Therefore, advance notice of any proposed change in usage or ownership must be provided to the Chief Financial Officer, Behavioral Health Administration.

PROPERTY OWNER

By: Marta Loachamin, Boulder County

TITLE: Boulder County Commissioner

Date: 2/4/2025





COLORADO
Behavioral Health
Administration

STATE OF COLORADO
[COUNTY]

On this 4th day of February, 2025, before me, the undersigned, a Notary Public for the State of Colorado at Large, personally appeared before me and is known to be the person who executed this instrument on behalf of [PROPERTY OWNER], and acknowledged to me that they executed the same as the free act and deed of said Corporation.

Witness my hand and official seal.

Marta Loachamin
Boulder County Commissioner

Notary Public
My Commission Expires: _____

EXHIBIT "A"

The Property is the following legally described real estate in the County of Boulder, Colorado:
LOT 4 BLK 1 ANDERSON HAMILTON
known as:
1410 Emery Court Longmont Colorado 80501



COLORADO
Behavioral Health
Administration



Certificate Of Completion

Envelope Id: F037D967-31A6-4CE7-ADE9-11F7A3DD3111

Status: Sent

Subject: Community Services - CDHS Behavioral Health Admin. Federal Interest Memo for Emery St. Property

Type of Document:

Other

Department/Office: Community Services

Source Envelope:

Document Pages: 10

Signatures: 0

Envelope Originator:

Certificate Pages: 2

Initials: 3

Candice Long

AutoNav: Enabled

2025 14th St

Envelopeld Stamping: Enabled

Boulder, CO 80302

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

clong@bouldercounty.org

IP Address: 161.97.235.7

Record Tracking

Status: Original

Holder: Candice Long

Location: DocuSign

1/29/2025 12:07:41 PM

clong@bouldercounty.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Boulder County

Location: DocuSign

Signer Events

Signature

Timestamp

April P Gatesman

ca@bouldercounty.org

Boulder County

Security Level: Email, Account Authentication
(None)

APG

Signature Adoption: Pre-selected Style
Using IP Address: 97.107.70.37

Sent: 1/29/2025 12:29:57 PM

Resent: 1/30/2025 7:29:35 AM

Viewed: 1/30/2025 9:13:07 AM

Signed: 1/30/2025 9:13:25 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Robin Bohannon

rbohannon@bouldercounty.gov

Director, Community Services

Security Level: Email, Account Authentication
(None)

RB

Signature Adoption: Pre-selected Style
Using IP Address: 73.78.48.204

Sent: 1/29/2025 12:29:57 PM

Viewed: 1/29/2025 12:51:29 PM

Signed: 1/29/2025 12:51:40 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Tanisha Locke

grants@bouldercounty.gov

Security Level: Email, Account Authentication
(None)

TL

Signature Adoption: Pre-selected Style
Using IP Address: 97.107.70.37

Sent: 1/29/2025 12:29:58 PM

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Viewed: 1/30/2025 9:09:33 AM

Signed: 1/30/2025 9:10:36 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Matthew Ramos

38095@bouldercounty.org

Clerk to the Board

Boulder County

Security Level: Email, Account Authentication
(None)

Sent: 1/30/2025 10:26:24 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Candice Long clong@bouldercounty.gov Security Level: Email, Account Authentication (None)	<div>VIEWED</div> Using IP Address: 45.95.73.169	Sent: 1/30/2025 9:13:27 AM Viewed: 1/30/2025 10:26:23 AM
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Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/29/2025 12:29:58 PM
Envelope Updated	Security Checked	1/29/2025 1:48:11 PM
Payment Events	Status	Timestamps

**Board of County Commissioners of Boulder County Contract Assumption
(Vendor Legal Entity Change)**

Contract Identification	
Previous Vendor Legal Name	Mental Health Center of Boulder County Inc
Previous Vendor d/b/a	Mental Health Partners
New Vendor Legal Name	Clinica Campesina/Family Health Services
New Vendor d/b/a	Clinica Family Health and Wellness
New Vendor Business Address	1735 South Public Road, Lafayette, CO 80026
New Vendor Signer Name and Email	Simon Smith, Simon.Smith@clinica.org
New Vendor Contact Name and Email	Kate Parker, kparker@mhpcolorado.org
New Vendor Invoicing Email	kparker@mhpcolorado.org
Oracle Contract Number(s)	302718; 303864; 302737; 303249; 303226; 303251; 303104; 300838; 201505; 302735; 302915; 303227; 302736; 302765; 303228
Assumption Effective Date	10/11/2024

By signing below New Vendor indicates its wish to assume the rights and obligations of Previous Vendor for all contracts in effect between Previous Vendor and the Board of County Commissioners of Boulder County (each a "Contract") and agrees to the terms and provisions set forth below.

1. New Vendor hereby assumes:
 - a. all obligations under, and agrees to be bound by, the terms of each Contract as if New Vendor were an original signatory thereto in place of Previous Vendor; and
 - b. responsibility for all services performed and goods delivered under each Contract to date.
2. New Vendor represents and warrants to County that:
 - a. Previous Vendor has assigned its right, title and interest under each Contract to New Vendor;
 - b. New Vendor is legally entitled to assume the rights and obligations of Previous Vendor under each Contract; and
 - c. Any representations or warranties made by Previous Vendor in each Contract are true and correct with respect to New Vendor.
3. Except as specifically stated herein, each Contract continues in full force and effect in accordance with its terms.
4. Within 30 days after the Assumption Effective Date and before providing any additional services or receiving payments under any Contract, New Vendor must provide to County:
 - a. Any documentation reasonably requested by County to demonstrate to County's satisfaction the representations set forth in Section 2;

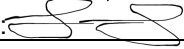
Approved for use January 2024

All changes and modification request must be reviewed by the Boulder County Attorney's Office

- b. A current Certificate of Insurance demonstrating adequate coverage as required by, and in compliance with, each Contract; and
- c. its Form W-9.

5. New Vendor will indemnify and hold harmless County, its elected officials and appointed department heads, and its employees, agents and representatives (the "indemnified parties"), against and from any liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including attorneys' fees, which may be made or brought or which may result against any of the indemnified parties due to any representation set forth in Section 2 being untrue.

6. The Assumption takes effect as of the **Assumption Effective Date**.

SIGNED for and on behalf of New Vendor:	Acknowledged by County:
Signature: 	Signature:
Name: Simon Smith	Name: Marta Loachamin
Title: President and CEO	Title:
Date: January 24, 2025	Date:

Approved for use January 2024

All changes and modification request must be reviewed by the Boulder County Attorney's Office

Certificate Of Completion

Envelope Id: 80F5AE4C-44C0-41F1-A42C-015FCBEEB817

Status: Sent

Subject: Community Services – County Acknowledgement of Clinica's Assumption of MHP Contracts

Type of Document:

Other

Department/Office: Oracle

Source Envelope:

Document Pages: 2

Signatures: 1

Envelope Originator:

Certificate Pages: 2

Initials: 0

Candice Long

AutoNav: Enabled

2025 14th St

Envelopeld Stamping: Enabled

Boulder, CO 80302

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

clong@bouldercounty.org

IP Address: 169.155.149.42

Record Tracking

Status: Original

Holder: Candice Long

Location: DocuSign

1/24/2025 10:22:59 AM

clong@bouldercounty.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Boulder County

Location: DocuSign

Signer Events

Signature

Timestamp

Simon Smith

Simon.Smith@clinica.org

President and CEO

Clinica Campesina Family Health Services

Security Level: Email, Account Authentication
(None)

Signature Adoption: Drawn on Device

Using IP Address: 64.129.77.235

Sent: 1/24/2025 10:28:54 AM

Viewed: 1/24/2025 3:58:46 PM

Signed: 1/24/2025 4:34:20 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Matthew Ramos

38095@bouldercounty.org

Clerk to the Board

Boulder County

Security Level: Email, Account Authentication
(None)

Sent: 1/24/2025 5:06:14 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Marta Loachamin

mloachamin@bouldercounty.org

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Certified Delivery Events	Status	Timestamp
Candice Long clong@bouldercounty.org Security Level: Email, Account Authentication (None)	<div>VIEWED</div> Using IP Address: 8.44.156.126	Sent: 1/24/2025 4:34:21 PM Viewed: 1/24/2025 5:06:14 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/24/2025 10:28:54 AM
Payment Events	Status	Timestamps

**FIRST AMENDMENT TO
BOULDER COUNTY WORTHY CAUSE FUNDING AGREEMENT**

between

COUNTY OF BOULDER, STATE OF COLORADO

and

BOULDER PRESBYTERIAN HOUSING, INC.

1. PARTIES

This First Amendment to Boulder County Worthy Cause Funding Agreement (hereinafter called “Amendment”) is entered into by and between **BOULDER PRESBYTERIAN HOUSING, INC., a Colorado nonprofit corporation** (hereinafter called the “Agency”), and the COUNTY OF BOULDER, Colorado, a body corporate and politic (hereinafter called the “County”). The Agency and the County are each a “Party,” and collectively are “Parties” to this Funding Agreement.

2. RECITALS

A. Funding Agreement & Deed of Trust

The Parties entered into that certain Boulder County Worthy Cause Funding Agreement dated as of February 21, 2024 (the “Funding Agreement”). In connection with the Funding Agreement, the Parties entered into that certain Deed of Trust to Public Trustee naming Agency as Grantor and the County as beneficiary, which was recorded on April 16, 2024 in the real property records of Boulder County, Colorado at Reception No. 04043935 (the “Original Deed of Trust”).

B. Termination of Original Deed of Trust

To accomplish the original intent of the Parties pursuant to the Funding Agreement, the Original Deed of Trust has been or will be terminated if (1) a Leasehold Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents and Leases made by Boulder Presbyterian Manor, LP, a Colorado limited partnership ("Borrower") for the benefit of the Agency (the “Updated Deed of Trust”) is executed and recorded, and (2) the Updated Deed of Trust is assigned to the County pursuant to a Collateral Assignment of Note and Deed of Trust, in the form attached hereto as Exhibit C.

C. Amendment to Funding Agreement

The Funding Agreement included, as Exhibit C thereto, a form of Promissory Note made by the Agency to the County. The Funding Agreement also included, as Exhibit D thereto, the

form of the Original Deed of Trust, which, as described above, has been or will be terminated. Exhibit C to the Funding Agreement and Exhibit D to the Funding Agreement are hereby deleted in their entirety and replaced with Exhibit C attached to this Amendment and made a part hereof.

3. DEFINITIONS

Terms and words not herein expressly defined shall, to the extent the same are defined in the Funding Agreement, have the same meaning and application ascribed thereto in the Funding Agreement, it being the intent of the Parties hereto that the Funding Agreement and this Amendment be applied and construed as a single instrument.

4. CONFLICTS

Except as otherwise modified by this Amendment, the Funding Agreement shall remain in full force and effect. In the event of any inconsistency between the terms and provisions of this Amendment and the terms and provisions of the Funding Agreement the terms and provisions of this Amendment will govern and control.

5. RATIFICATION

The Parties hereto hereby ratify and affirm all of the terms and provisions of the Funding Agreement, as amended by this Amendment, and acknowledge that such terms and provisions are in full force and effect as herein modified.

6. COUNTERPARTS AND FACSIMILE SIGNATURES

Signatures for this Amendment may be transmitted by email or facsimile or any other digital format in place of original signatures. Each Party agrees to be bound by its signatures transmitted in any of these manners. This Amendment may be executed in multiple original or digital counterparts, each of which, when taken together, shall constitute an original.

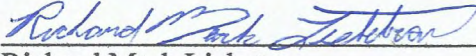
7. GOVERNING LAW

This Amendment shall be construed as to both validity and performance and enforced in accordance with and governed by the laws of the State of Colorado.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed as of the Effective Date.

BOULDER PRESBYTERIAN HOUSING, INC., a
Colorado nonprofit corporation

By: 
Name: Richard Mark Liebetrau
Title: President

[Signature Page to the First Amendment to Boulder County Worthy Cause Funding Agreement]

COUNTY OF BOULDER, COLORADO, a public
body, corporate and politic

By: _____

Name: Marta Loachamin

Title: Chair of the Board of County Commissioners

Attest: _____

Date: _____

Clerk to the Board

**CANCELLATION AND RELEASE OF PROMISSORY NOTE
BOULDER COUNTY WORTHY CAUSE DEBT**

THIS CANCELLATION AND RELEASE OF PROMISSORY NOTE (this “Agreement”) is executed effective as of _____, 2025 (the “Effective Date”), by the County of Boulder, Colorado, a body corporate and politic (“Payee”), to and for the benefit of Boulder Presbyterian Housing, Inc., a Colorado nonprofit corporation (“Borrower”).

BACKGROUND

- A. Borrower executed that certain Promissory Note, dated March 26, 2024, payable to the order of Payee, in the original principal amount of \$350,000 (the “Note”).
- B. Pursuant that certain Boulder County Worthy Cause Funding Agreement between Borrower and Payee dated as of February 21, 2024, as amended by that certain First Amendment to Boulder County Worthy Cause Funding Agreement between Borrower and Payee dated as of _____, 2025 (as amended, the “Funding Agreement”), the Borrower and Payee have agreed that the Note will be cancelled and replaced by a Collateral Assignment of Note and Deed of Trust (the “Collateral Assignment”).
- C. Payee desires to cancel the Note in accordance with the terms and conditions of this Agreement and the Funding Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein contained, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

- 1. Cancellation of Note. Effective upon delivery to Payee of the executed Collateral Assignment, the Note is terminated and Borrower is released of all obligations which may now or hereafter exist under the Note, including, without limitation, any outstanding balance of principal, interest, fees and penalties under the Note, and any and all claims or causes of action arising under or regarding the Note. At such time, Payee agrees to mark the Note “CANCELLED” and promptly return the Note to Borrower.
- 2. Further Assurances. Payee further agrees to promptly execute and deliver any document or instrument reasonably requested by Borrower to release and re-convey any instrument securing the Note or to further evidence the release and cancellation of the indebtedness evidenced by the Note.
- 3. Counterparts and Facsimile Signatures. Signatures for this Agreement may be transmitted by email or facsimile or any other digital format in place of original signatures. Payee and Borrower agree to be bound by its signatures transmitted in any of these manners. This Agreement

may be executed in multiple original or digital counterparts, each of which, when taken together, shall constitute an original.

4. Governing Law. This Agreement shall be construed as to both validity and performance and enforced in accordance with and governed by the laws of the State of Colorado.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.

BOULDER PRESBYTERIAN HOUSING, INC.,
a Colorado nonprofit corporation

By: Richard Mark Liebetrau
Richard Mark Liebetrau
Its: President

[Signature Page to Cancellation and Release of Promissory Note Boulder County Worthy Cause Debt]

COUNTY OF BOULDER, COLORADO, a
public body corporate and politic

By: _____

Name: Marta Loachamin

Title: Chair of the Board of County Commissioners

COLLATERAL ASSIGNMENT OF NOTE AND DEED OF TRUST

After recording, return original to:
Samuel J. Thompson, Esq.
Winthrop & Weinstine, P.A.
225 South Sixth Street, Suite 3500
Minneapolis, MN 55402
Email: sthompson@winthrop.com

COLLATERAL ASSIGNMENT OF NOTE AND DEED OF TRUST (Presbyterian Manor – 2023 Worthy Cause Funds)

THIS COLLATERAL ASSIGNMENT OF NOTE AND DEED OF TRUST (this “Assignment”), dated _____, 2025, is made by BOULDER PRESBYTERIAN HOUSING, INC., a Colorado nonprofit corporation (“Boulder Housing”) whose address is 1050 Arapahoe Avenue, Boulder, Colorado 80302, in favor of the COUNTY OF BOULDER, Colorado, a body corporate and politic (the “County”), whose address is P.O. Box 471, Boulder, CO 80306.

Recitals

1. Boulder Presbyterian Manor, LP, a Colorado limited partnership (the “Project Owner”) executed a Promissory Note dated March 26, 2024, in the principal amount of \$350,000.00 payable to Boulder Housing (the “Note”).
2. The Note is secured by the Leasehold Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents and Leases (the “Deed of Trust”), dated the same date as the Note, from the Project Owner for the benefit of Boulder Housing recorded on or about simultaneously herewith in the Office of the Clerk and Recorder of Boulder County (the “Recorder’s Office”) (the “Deed of Trust”), which encumbers the real property and improvements described on Exhibit A (the “Property”).
3. On February 21, 2024, Boulder Housing and the County entered into a Boulder County Worthy Cause Funding Agreement (the “Worthy Cause Agreement”).
4. Boulder Housing now desires to assign the Note and Deed of Trust to the County to secure performance of the obligations set forth in the Worthy Cause Agreement.

Assignment

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Boulder Housing, subject to the limitations set forth below as collateral and security for Boulder Housing’s obligations under the terms of the Worthy Cause Agreement, hereby grants, bargains, sells, conveys, assigns, transfers and sets over unto the County all of Boulder Housing’s rights in the Note and the Deed of Trust, together with all monies now owing or that may hereafter become due or owing with respect thereto and the full benefit of all the powers and all the covenants and provisos therein contained and all assignable rights of Boulder Housing in and to any and all title insurance policies insuring the lien of the Deed of Trust.

TO HAVE AND TO HOLD the Note and the Deed of Trust, together with the above described interest in the Property, subject to the terms contained in the Note and the Deed of Trust, and the Worthy Cause Agreement, unto County forever.

BOULDER HOUSING represents and warrants that there have been no amendments or modifications, either oral or written, to the Note or Deed of Trust, and that none of the Property has been released from the lien of the Deed of Trust. Boulder Housing acknowledges that Project Owner has entered into and delivered or intends to enter into and deliver concurrently with the execution and delivery of the Loan Documents (as defined in the Loan Agreement by and between Boulder Housing and Project Owner), the (i) \$12,250,000.00 bond loan from the Colorado Housing and Finance Authority, a body corporate and political subdivision of the State of Colorado ("Senior Lender"), and the (ii) \$10,160,000.00 seller loan from Boulder Housing (collectively, the "Mortgage Loans"). Boulder Housing agrees to subordinate the lien of this Deed of Trust and Boulder Housing's rights under the Loan Documents to the Mortgage Loans and to the rights of any lender that loans funds to the Project Owner to refinance the Mortgage Loans or subsequent financing at their respective maturities.

In the Event of Default (as defined in the Worthy Cause Agreement and subject to the applicable notice and cure period) under the Worthy Cause Agreement, Boulder Housing covenants and agrees to do all things reasonably necessary to give effect to the intent of this Assignment, including but not limited to executing any other or further documents necessary or reasonably requested to protect the interest of County or confirm the existence of this Assignment and, if necessary, to join with County, at County's expense, in asserting any claims against any makers under the Note or Deed of Trust, and to remit any proceeds collected thereafter on this Note and Deed of Trust to County. County shall have no right whatsoever to exercise any of its rights under this Assignment until there is an Event of Default and subject to the applicable notice and cure periods under the Worthy Cause Agreement.

This is a collateral assignment as security for performance of the obligations set forth in the Worthy Cause Agreement. Notwithstanding anything to the contrary in this Assignment, so long as there is no Event of Default continuing under the Worthy Cause Agreement, Boulder Housing shall be entitled to retain all payments received in connection with the Note and Deed of Trust. Upon satisfaction in full of the Note, this Assignment shall be of no further force or effect, and County shall record a termination of this Assignment in the Recorder's Office; provided that if the Note is satisfied in full prior to the expiration of the term of the Worthy Cause Agreement, Boulder Housing must provide the County with adequate substitute collateral securing the performance under the Worthy Cause Agreement, as set forth in the Worthy Cause Agreement, prior to the County releasing or terminating its interest under this Assignment.

Notwithstanding anything in this Assignment to the contrary, any other members, owners, or partners of the Project Owner shall have the right, but not the obligation, to cure Defaults (as defined in the Worthy Cause Agreement and subject to the applicable notice and cure period) of Boulder Housing hereunder, and County hereby agrees to accept any cure of any Default (as defined in the Worthy Cause Agreement and subject to the applicable notice and cure period) made or tendered by one or more of Project Owner's members, owners, or partners on the same basis as if made or tendered by Boulder Housing. Copies of all notices which are sent to Boulder Housing hereunder shall also be sent to the Project Owner at 1050 Arapahoe Avenue, Boulder, CO 80302.

This Assignment and the covenants contained herein shall be recorded in the Recorder's Office and inure to the benefit and be binding upon the successors and assigns of the respective parties hereto.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the Boulder Housing has executed this Assignment of the Note and Deed of Trust effective as of the date written above.

**BOULDER PRESBYTERIAN HOUSING, INC., a
Colorado nonprofit corporation**

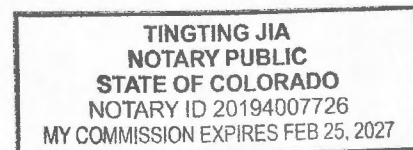
By: Richard Mark Liebetrau
Richard Mark Liebetrau
Its: President

STATE OF COLORADO)
) ss.
COUNTY OF Boulder)

The foregoing instrument was acknowledged before me this 28 day of January, 2025, by Richard Mark Liebetrau, the President of Boulder Presbyterian Housing, Inc., a Colorado nonprofit corporation, on behalf of said nonprofit corporation.

WITNESS my hand and official seal.

[Signature]
Notary Public
My commission expires Feb 25, 2027



[Signature Page to the Collateral Assignment of Note and Deed of Trust]

The undersigned consents to the Collateral Assignment of the Note and Deed of Trust as set forth above as collateral for the Worthy Cause Agreement, and to the rights granted to County thereby.

COUNTY:

COUNTY OF BOULDER, COLORADO, a
public body corporate and politic

By: _____
Name: Marta Loachamin
Title: Chair of the Board of County Commissioners

STATE OF COLORADO)
) ss .
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this ____ day of _____, 202____, by
Marta Loachamin as the **Chair of the Board of County Commissioners** of the **County of Boulder**, a public body corporate and politic, on behalf of the county.

Witness my hand and official seal.

My commission expires

Notary Public

EXHIBIT A
Legal Description

Ground Lease

That certain Ground Leased dated as of October 25, 2022 (the “**Ground Lease**”), by and between Boulder Presbyterian Housing, Inc., a Colorado nonprofit corporation (“**Landlord**”), and Boulder Presbyterian Manor, LP, a Colorado limited partnership (“**Tenant**”), and a Memorandum of Ground Lease which was recorded on or about the date hereof demising the Property.

The Property

Parcel 1: (Leasehold)

A PORTION OF BLOCK 1 OF MENLO PARK, TOGETHER WITH A PORTION OF OUTLOT 3 OF REEKS' ADDITION TO THE CITY OF BOULDER, LYING WITHIN THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF BOULDER, COUNTY OF BOULDER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF 11TH STREET AND ARAPAHOE AVENUE, FROM WHENCE THE CENTERLINE INTERSECTION OF 11TH STREET AND MARINE STREET BEARS SOUTH 14°57'33" EAST A DISTANCE OF 460.39 FEET, WITH ALL BEARINGS HEREIN RELATED THERETO;
THENCE SOUTH 30°09'01" WEST, 42.35 FEET TO THE INTERSECTION OF 11TH STREET RIGHT-OF-WAY WITH THE ARAPAHOE AVENUE RIGHT-OF-WAY;
THENCE ALONG SAID 11TH STREET RIGHT-OF-WAY LINE, SOUTH 14°57'33" EAST, 126.53 FEET TO A POINT;
THENCE LEAVING SAID RIGHT-OF-WAY LINE, SOUTH 75°02'27" WEST, 45.13 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 30°13'44" WEST, 72.60 FEET TO A POINT;
THENCE NORTH 59°46'16" WEST, 44.24 FEET TO A POINT;
THENCE SOUTH 30°13'44" WEST, 5.05 FEET TO A POINT;
THENCE NORTH 59°46'16" WEST, 11.63 FEET TO A POINT;
THENCE NORTH 30°13'44" EAST, 5.05 FEET TO A POINT;
THENCE NORTH 59°46'16" WEST, 23.37 FEET TO A POINT;
THENCE NORTH 30°13'44" EAST, 72.60 FEET TO A POINT;
THENCE SOUTH 59°46'16" EAST, 29.98 FEET TO A POINT;
THENCE NORTH 30°13'44" EAST, 4.36 FEET TO A POINT;
THENCE SOUTH 59°46'16" EAST, 14.49 FEET TO A POINT;
THENCE SOUTH 30°13'44" WEST, 4.36 FEET TO A POINT;

THENCE SOUTH 59°46'16" EAST, 34.78 FEET TO THE POINT OF BEGINNING.

Basis of Bearings:

SOUTH 14°57'33" EAST, A DISTANCE OF 460.39 FEET, BEING THE BEARING OF THE CENTERLINE OF 11TH STREET, AS DEFINED AND MEASURED BETWEEN A FOUND 1" DIAMETER STEEL ROD IN RANGE BOX AT THE INTERSECTION OF 11TH STREET AND ARAPAHOE AVENUE AND A FOUND 1" DIAMETER STEEL ROD IN RANGE BOX AT THE INTERSECTION OF 11TH STREET AND MARINE STREET.

EXCEPTING THEREFROM, ALL BUILDINGS AND IMPROVEMENTS SITUATED THEREON, WHICH BUILDINGS AND IMPROVEMENTS ARE AND SHALL REMAIN REAL PROPERTY.

Parcel 2: (Easement)

THOSE BENEFICIAL EASEMENTS AS SET FORTH AND GRANTED IN GROUND LEASE BY AND BETWEEN BOULDER PRESBYTERIAN HOUSING, INC., A COLORADO NON-PROFIT CORPORATION, LESSOR, AND BOULDER PRESBYTERIAN MANOR, LP, A COLORADO LIMITED PARTNERSHIP, LESSEE, AS EVIDENCED IN MEMORANDUM OF GROUND LEASE RECORDED October 25, 2022 UNDER RECEPTION NO. 03986512 OVER THE FOLLOWING PARCEL:

THE FOLLOWING DESCRIBED PROPERTIES LOCATED IN THE CITY OF BOULDER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF OUT LOT 3, IN REEKS' ADDITION TO THE CITY OF BOULDER, ACCORDING TO THE RECORDED PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF ARAPAHOE AVENUE AND THE EAST LINE OF LINCOLN PLACE, THENCE SOUTHERLY 215 FEET ALONG THE EAST LINE OF LINCOLN PLACE TO THE TRUE POINT OF BEGINNING;
THENCE EASTERLY PARALLEL TO ARAPAHOE AVENUE 80 FEET;
THENCE NORTHERLY PARALLEL TO LINCOLN PLACE 105 FEET;
THENCE EASTERLY PARALLEL TO ARAPAHOE AVENUE 70 FEET;
THENCE NORTHERLY PARALLEL TO LINCOLN PLACE 10 FEET;
THENCE EASTERLY PARALLEL TO ARAPAHOE AVENUE 92 FEET;
THENCE SOUTHERLY PARALLEL TO LINCOLN PLACE 10 FEET;
THENCE EASTERLY PARALLEL TO ARAPAHOE AVENUE 42 FEET;
THENCE SOUTHERLY PARALLEL TO LINCOLN PLACE 5 FEET;
THENCE EASTERLY PARALLEL TO ARAPAHOE AVENUE 50 FEET;
THENCE SOUTH 14°44' EAST 110.38 FEET;
THENCE WESTERLY PARALLEL TO ARAPAHOE AVENUE 112.72 FEET;

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THENCE SOUTHERLY PARALLEL TO LINCOLN PLACE 24 FEET MORE OR LESS TO THE NORTH LINE OF
THE EAST AND WEST ALLEY;
THENCE WESTERLY ALONG THE NORTH LINE OF SAID ALLEY 221.28 FEET TO THE EAST LINE OF LINCOLN PLACE;
THENCE NORTHERLY ALONG THE EAST LINE OF LINCOLN PLACE;
THENCE NORTHERLY ALONG THE EAST LINE OF LINCOLN PLACE 34.78 FEET TO THE TRUE POINT OF BEGINNING.

AND

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 70 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS; TO WIT:

COMMENCING AT THE NORTHEAST CORNER OF LOT 2 (SOMETIMES DESCRIBED AS BLOCK 2) IN SMITH'S ADDITION TO THE CITY OF BOULDER,
THENCE NORTH 75° EAST ALONG THE SOUTHERLY LINE OF ARAPAHOE AVENUE A DISTANCE OF 413 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 15° EAST, A DISTANCE OF 100 FEET;
THENCE NORTH 75° EAST, A DISTANCE OF 70 FEET;
THENCE NORTH 15° WEST, A DISTANCE OF 100 FEET TO THE SOUTHERLY LINE OF ARAPAHOE AVENUE, (FORMERLY KNOWN AS VALLEY ROAD);
THENCE SOUTH 75° WEST ALONG THE SOUTHERLY LINE OF ARAPAHOE AVENUE A DISTANCE OF 70 FEET TO THE TRUE POINT OF BEGINNING.

AND

PART OF OUTLOT 3 IN REEKS' ADDITION TO THE CITY OF BOULDER, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID OUT LOT 3,
THENCE SOUTHERLY ALONG A SIDELINE OF SAID OUT LOT 3, A DISTANCE OF 140.12 FEET;
THENCE WESTERLY ALONG A SIDE LINE OF SAID OUT LOT 3, A DISTANCE OF 50 FEET;
THENCE NORTHERLY AND AT RIGHT ANGLES TO ARAPAHOE AVENUE A DISTANCE OF 25.12 FEET;
THENCE WESTERLY AND PARALLEL TO ARAPAHOE AVENUE A DISTANCE OF 50 FEET;
THENCE NORTHERLY A DISTANCE OF 15 FEET TO A CORNER OF SAID OUT LOT 3;
THENCE EASTERLY ALONG A SIDE LINE OF SAID OUT LOT 3 A DISTANCE OF 70 FEET;
THENCE NORTHERLY ALONG A SIDE LINE OF SAID OUT LOT 3, A DISTANCE OF 100 FEET TO THE SOUTHERLY LINE OF ARAPAHOE AVENUE;
THENCE EASTERLY ALONG THE SOUTHERLY LINE OF ARAPAHOE AVENUE A DISTANCE OF 30 FEET TO THE PLACE OF BEGINNING.

AND

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COMMENCING AT THE NORTHWEST CORNER OF OUTLOT 3 IN REEK'S ADDITION TO THE CITY OF BOULDER, ACCORDING TO THE RECORDED PLAT THEREOF;
THENCE NORTH 75°24' EAST, ALONG THE SOUTHERLY LINE OF ARAPAHOE AVENUE IN THE CITY OF BOULDER, A DISTANCE OF 70.00 FEET;
THENCE SOUTH 14°48'20" EAST, PARALLEL TO THE WEST LINE OF SAID OUTLOT 3, A DISTANCE OF 110 FEET, TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 14°48'20" EAST, PARALLEL TO THE WEST LINE OF SAID OUTLOT 3, A DISTANCE OF 139.78 FEET, TO A POINT ON THE SOUTH LINE OF SAID OUTLOT 3;
THENCE NORTH 75° 21' EAST, ALONG THE SOUTH LINE OF SAID OUTLOT 3, A DISTANCE OF 151.74 FEET, TO THE ANGLE IN THE NORTH LINE OF THE 16 FOOT ALLEY PLATTED ALONG THE SOUTHERLY LINE OF SAID OUTLOT 3;
THENCE NORTH 14°39' WEST, AT RIGHT ANGLES TO THE CENTERLINE OF MARINE STREET IN THE CITY OF BOULDER, A DISTANCE OF 24.00 FEET;
THENCE NORTH 75°21' EAST, PARALLEL TO THE CENTERLINE OF SAID MARINE STREET, A DISTANCE OF 119.84 FEET, TO A POINT ON THE CENTERLINE OF THE 14 FOOT ALLEY PLATTED ALONG THE WESTERLY LINE OF LOTS 3, 4, 5, 6, AND 7, BLOCK 1, MENLO PARK ADDITION TO THE CITY OF BOULDER, ACCORDING TO THE RECORDED PLAT THEREOF;
THENCE SOUTH 14°49'10" EAST, ALONG THE CENTERLINE OF SAID 14 FOOT ALLEY, A DISTANCE OF 67.98 FEET, TO A POINT ON THE SOUTH LINE OF LOT 5, BLOCK 1, EXTENDED WESTERLY, IN SAID MENLO PARK ADDITION TO THE CITY OF BOULDER;
THENCE NORTH 75°22'10" EAST, ALONG THE SOUTH LINE OF SAID LOT 5 EXTENDED WESTERLY AND ALONG THE SOUTH LINE OF LOT 5, A DISTANCE OF 143 FEET, TO THE SOUTHEAST CORNER OF SAID LOT 5;
THENCE NORTH 14°49'10" WEST, ALONG THE EASTERLY LINE OF BLOCK 1, IN SAID MENLO PARK ADDITION TO THE CITY OF BOULDER, A DISTANCE OF 293.46 FEET, TO THE NORTHEAST CORNER THEREOF;
THENCE SOUTH 75°24' WEST, ALONG THE SOUTH LINE OF SAID ARAPAHOE AVENUE, A DISTANCE OF 200.59 FEET, TO A POINT WHICH IS 284.00 FEET EASTERLY FROM THE NORTHWEST CORNER OF OUTLOT 3, IN SAID REEK'S ADDITION TO THE CITY OF BOULDER;
THENCE SOUTH 14°36' EAST, AT RIGHT ANGLES TO THE SOUTH LINE OF SAID ARAPAHOE AVENUE, A DISTANCE OF 110.00 FEET;
THENCE SOUTH 75°24' WEST, PARALLEL TO THE SOUTH LINE OF ARAPAHOE AVENUE, A DISTANCE OF 213.61 FEET, TO THE TRUE POINT OF BEGINNING.

AND

LOT 5, BLOCK 1, MENLO PARK ADDITION TO THE CITY OF BOULDER, ACCORDING TO THE RECORDED PLAT THEREOF, TOGETHER WITH THE EASTERLY ONE-HALF OF THE VACATED ALLEY ABUTTING THEREON ON THE WEST, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:
BEGINNING AT THE NE CORNER OF SAID LOT 5, THENCE SOUTH 75°22'40" WEST ALONG THE NORTHERLY LINE OF SAID LOT 5 AND SAID NORTHERLY LINE EXTENDED WESTERLY A DISTANCE OF 143 FEET TO A POINT ON THE CENTERLINE OF THE VACATED ALLEY ABUTTING SAID LOT 5 ON THE WEST;

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THENCE SOUTH 14°49'10" EAST ALONG SAID CENTERLINE A DISTANCE OF 46.49 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 5 EXTENDED WESTERLY;
THENCE NORTH 75°22'40" EAST ALONG SAID SOUTHERLY LINE EXTENDED WESTERLY AND ALONG SOUTHERLY LINE A DISTANCE OF 143 FEET TO THE SOUTHEAST CORNER OF SAID LOT 5;
THENCE NORTH 14°49'10" WEST ALONG THE EASTERLY LINE OF SAID LOT 5 A DISTANCE OF 46.49 FEET TO THE POINT OF BEGINNING,

TOGETHER WITH THAT PORTION OF LOTS 5 AND 6, BLOCK 1, MENLO PARK ADDITION TO THE CITY OF BOULDER AS CONVEYED IN DEED RECORDED MARCH 26, 1963 IN BOOK 1272 AT PAGE 336 AND RECORDED MARCH 26, 1963 IN BOOK 1272 AT PAGE 337,

AND

TOGETHER WITH ANY AND ALL RIGHT, TITLE AND INTEREST THAT THE PARTIES HAVE IN AND TO THE VACATED ALLEYS ABUTTING ON SAID LOTS 1, 2, 3 AND 4 AS VACATED IN ORDINANCE RECORDED APRIL 7, 1945 IN BOOK 754 AT PAGE 541 AND ORDINANCE RECORDED MARCH 21, 1963 IN BOOK 1272 AT PAGE 11.

AND

THE FOLLOWING DESCRIBED TRACT:

BEGINNING AT THE NORTHWEST CORNER OF OUT LOT 3 IN REEKS' ADDITION TO THE CITY OF BOULDER, ACCORDING TO THE RECORDED PLAT THEREOF;
THENCE NORTH 75°24' EAST ALONG THE SOUTH LINE OF ARAPAHOE AVENUE IN THE CITY OF BOULDER A DISTANCE OF 99.1 FEET;
THENCE SOUTH 14°48'20" EAST A DISTANCE OF 91.6 FEET; THE TRUE POINT OF BEGINNING;
THENCE NORTH 75°24' EAST A DISTANCE OF 0.9 FEET; THENCE SOUTH 14°48'20" EAST A DISTANCE OF 18.4 FEET;
THENCE SOUTH 75°24' WEST A DISTANCE OF 0.9 FEET;
THENCE NORTHERLY TO THE TRUE POINT OF BEGINNING.

AND

BEGINNING AT THE NORTHWEST CORNER OF LOT 6, IN BLOCK 1, IN REEK'S ADDITION TO THE CITY OF BOULDER, ACCORDING TO THE RECORDED PLAT THEREOF, WHICH POINT IS ON THE EASTERLY LINE OF THE ALLEY AS PLATTED AS A PART OF REEK'S ADDITION;
THENCE NORTH 14°49' WEST ALONG THE EASTERLY LINE OF SAID ALLEY, A DISTANCE OF 12.31 FEET;
THENCE NORTH 59°47'30" WEST ALONG THE NORTHEASTERLY LINE OF SAID ALLEY, A DISTANCE OF 12.39 FEET, TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 59°47'30" WEST ALONG THE NORTHEASTERLY LINE OF SAID ALLEY, A DISTANCE OF 42.45 FEET;
THENCE NORTH 14°39' WEST, A DISTANCE OF 24 FEET;

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THENCE NORTH 75°21' EAST, A DISTANCE OF 88.84 FEET;
THENCE SOUTH 14°49'10" EAST, A DISTANCE OF 53.98 FEET;
THENCE SOUTH 75°22'10" WEST, DISTANCE OF 58.91 FEET TO THE POINT OF BEGINNING.

AND

BEGINNING AT THE NORTHEAST CORNER OF LOT 6, IN BLOCK 1, IN REEK'S ADDITION TO THE CITY OF BOULDER, ACCORDING TO THE RECORDED PLAT THEREOF, WHICH POINT IS ON THE WESTERLY SIDE OF THE VACATED ALLEY ORIGINALLY PLATTED AS A PART OF MENLO PARK, ACCORDING TO THE RECORDED MAP OF LANDS BELONGING TO THE HEIRS OF MARINUS G. SMITH, DEC.;

THENCE NORTH 14°49'10" WEST, ALONG THE WEST LINE OF SAID VACATED ALLEY, A DISTANCE OF 21.02 FEET;

THENCE NORTH 75°22'10" EAST, A DISTANCE OF 7.00 FEET TO A POINT ON THE CENTER LINE OF SAID VACATED ALLEY, THE TRUE POINT OF BEGINNING;

THENCE NORTH 14°49'10" WEST, ALONG THE CENTER LINE OF SAID VACATED ALLEY, A DISTANCE OF 53.98 FEET;

THENCE SOUTH 75°21' WEST, A DISTANCE OF 31.00 FEET;

THENCE SOUTH 14°49'10" EAST, A DISTANCE OF 53.98 FEET;

THENCE NORTH 75° 22'10" EAST, A DISTANCE OF 31.00 FEET TO THE TRUE POINT OF BEGINNING.

AND

BEGINNING AT THE NORTHWEST CORNER OF OUTLOT 3 IN REEK'S ADDITION TO THE CITY OF BOULDER, ACCORDING TO THE RECORDED PLAT THEREOF;

THENCE SOUTH 14°48'20" EAST ALONG THE EAST LINE OF LINCOLN PLACE A DISTANCE OF 110 FEET;

THENCE NORTH 75°24' EAST A DISTANCE OF 70 FEET, THE TRUE POINT OF BEGINNING;

THENCE SOUTH 14°48'20" EAST A DISTANCE OF 105 FEET;

THENCE NORTH 75°24' EAST A DISTANCE OF 10 FEET;

THENCE NORTH 14°48'20" WEST A DISTANCE OF 105 FEET;

THENCE SOUTH 75°24' WEST A DISTANCE OF 10 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THAT PORTION CONVEYED IN QUIT CLAIM DEED RECORDED FEBRUARY 13, 1981 UNDER RECEPTION NO. 434161,

EXCEPT THAT PORTION CONVEYED IN DEED RECORDED SEPTEMBER 1, 1960 IN BOOK 1155 AT PAGE 573,

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EXCEPT THAT PORTION CONVEYED IN DEED RECORDED JULY 25, 1960 IN BOOK 1150 AT PAGE 138.

EXCEPT THAT PORTION DESCRIBED IN DEED OF VACATION RECORDED APRIL 20, 1995 UNDER RECEPTION NO. 1511239,

ALL IN THE COUNTY OF BOULDER, STATE OF COLORADO.

Parcel 3: (Easement)

A RIGHT OF WAY EASEMENT FOR INGRESS AND EGRESS TO AND FROM ARAPAHOE AVENUE FOR THE BENEFIT OF PARCEL 2, AS RESERVED IN WARRANTY DEED RECORDED JULY 22, 1960 IN BOOK 1150 AT PAGE 62, IN THE RECORDS OF BOULDER COUNTY, COLORADO.

Parcel 4: (Fee Simple)

ALL BUILDINGS AND IMPROVEMENTS SITUATED ON THE FOLLOWING DESCRIBED LAND:

A PORTION OF BLOCK 1 OF MENLO PARK, TOGETHER WITH A PORTION OF OUTLOT 3 OF REEKS' ADDITION TO THE CITY OF BOULDER, LYING WITHIN THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF BOULDER, COUNTY OF BOULDER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF 11TH STREET AND ARAPAHOE AVENUE, FROM WHENCE THE CENTERLINE INTERSECTION OF 11TH STREET AND MARINE STREET BEARS SOUTH 14°57'33" EAST A DISTANCE OF 460.39 FEET, WITH ALL BEARINGS HEREIN RELATED THERETO;
THENCE SOUTH 30°09'01" WEST, 42.35 FEET TO THE INTERSECTION OF 11TH STREET RIGHT-OF-WAY WITH THE ARAPAHOE AVENUE RIGHT-OF-WAY;
THENCE ALONG SAID 11TH STREET RIGHT-OF-WAY LINE, SOUTH 14°57'33" EAST, 126.53 FEET TO A POINT;
THENCE LEAVING SAID RIGHT-OF-WAY LINE, SOUTH 75°02'27" WEST, 45.13 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 30°13'44" WEST, 72.60 FEET TO A POINT;
THENCE NORTH 59°46'16" WEST, 44.24 FEET TO A POINT;
THENCE SOUTH 30°13'44" WEST, 5.05 FEET TO A POINT;
THENCE NORTH 59°46'16" WEST, 11.63 FEET TO A POINT;
THENCE NORTH 30°13'44" EAST, 5.05 FEET TO A POINT;
THENCE NORTH 59°46'16" WEST, 23.37 FEET TO A POINT;
THENCE NORTH 30°13'44" EAST, 72.60 FEET TO A POINT;

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THENCE SOUTH 59°46'16" EAST, 29.98 FEET TO A POINT;
THENCE NORTH 30°13'44" EAST, 4.36 FEET TO A POINT;
THENCE SOUTH 59°46'16" EAST, 14.49 FEET TO A POINT;
THENCE SOUTH 30°13'44" WEST, 4.36 FEET TO A POINT;
THENCE SOUTH 59°46'16" EAST, 34.78 FEET TO THE POINT OF BEGINNING.

Basis of Bearings:

SOUTH 14°57'33" EAST, A DISTANCE OF 460.39 FEET, BEING THE BEARING OF THE CENTERLINE OF 11TH STREET, AS DEFINED AND MEASURED BETWEEN A FOUND 1" DIAMETER STEEL ROD IN RANGE BOX AT THE INTERSECTION OF 11TH STREET AND ARAPAHOE AVENUE AND A FOUND 1" DIAMETER STEEL ROD IN RANGE BOX AT THE INTERSECTION OF 11TH STREET AND MARINE STREET.

AS GRANTED IN THAT QUIT CLAIM DEED – IMPROVEMENTS ONLY RECORDED October 25, 2022 UNDER RECEPTION 03986513 WHICH BUILDINGS AND IMPROVEMENTS ARE AND SHALL REMAIN REAL PROPERTY.

Original Deed of Trust Returned to:	WHEN RECORDED RETURN TO:
Jake Baloun Winthrop & Weinstine, P.A. 225 South Sixth Street, Suite 3500 Minneapolis, MN 55402	Jake Baloun Winthrop & Weinstine, P.A. 225 South Sixth Street, Suite 3500 Minneapolis, MN 55402

REQUEST FOR FULL ☒ / PARTIAL ☐

RELEASE OF DEED OF TRUST AND RELEASE BY HOLDER OF THE EVIDENCE OF DEBT WITHOUT PRODUCTION OF EVIDENCE OF DEBT PURSUANT TO §38-39-102 (1) (a) AND (3), COLORADO REVISED STATUTES)

November __, 2024

BOULDER PRESBYTERIAN HOUSING, INC., a Colorado nonprofit corporation

1050 Arapahoe Avenue

Boulder, CO 80302

Date

Original Grantor (Borrower)

Current Address of Original Grantor,

Assuming Party, or Current Owner

☐ Check here if current address is unknown

COUNTY OF BOULDER, COLORADO, a body corporate and politic

March 26, 2024

Original Beneficiary (Lender)

Date of Deed of Trust

Date of Recording and/or Re-Recording of Deed of Trust

Recording Information

April 16, 2024

Reception No. 04043935

County Rept. No. and/or Film No. and/or Book/Page No. and/or Torrens Reg. No.

TO THE PUBLIC TRUSTEE OF BOULDER COUNTY (The County of the Public Trustee who is the appropriate grantee to whom the above Deed of Trust should grant an interest in the property described in the Deed of Trust.)

PLEASE EXECUTE AND RECORD A RELEASE OF THE DEED OF TRUST DESCRIBED ABOVE. The indebtedness secured by the Deed of Trust has been fully or partially paid and/or the purpose of the Deed of Trust has been fully or partially satisfied in regard to the property encumbered by the Deed of Trust as described therein as to a full release or, in the event of a partial release, only that portion of the real property described as:

(IF NO LEGAL DESCRIPTION IS LISTED THIS WILL BE DEEMED A FULL RELEASE.)

Pursuant to § 38-39-102 (3), Colorado Revised Statutes, in support of this Request for Release of Deed of Trust, the undersigned, as the holder of the evidence of debt secured by the Deed of Trust described above, or a Title Insurance Company authorized to request the release of a Deed of Trust pursuant to § 38-39-102 (3) (c), Colorado Revised Statutes, in lieu of the production or exhibition of the original evidence of debt with this Request for Release, certifies as follows:

1. The purpose of the Deed of Trust has been fully or partially satisfied.

2. The original evidence of debt is not being exhibited or produced herewith.

3. It is one of the following entities (check applicable box):

a. ☒ The holder of the original evidence of debt that is a qualified holder, as specified in § 38-39-102 (3) (a), Colorado Revised Statutes, that agrees that it is obligated to indemnify the Public Trustee for any and all damages, costs, liabilities, and reasonable attorney fees incurred as a result of the action of the Public Trustee taken in accordance with this Request for Release;

b. ☐ The holder of the evidence of debt requesting the release of a Deed of Trust without producing or exhibiting the original evidence of debt that delivers to the Public Trustee a Corporate Surety Bond as specified in § 38-39-102 (3) (b), Colorado Revised Statutes; or

c. ☐ A Title Insurance Company licensed and qualified in Colorado, as specified in § 38-39-102 (3) (c), Colorado Revised Statutes, that agrees that it is obligated to indemnify the Public Trustee pursuant to statute as a result of the action of the Public Trustee taken in accordance with this Request for Release and that has caused the indebtedness secured by the Deed of Trust to be satisfied in full, or in the case of a Partial Release, to the extent required by the holder of the indebtedness.

County of Boulder, Colorado, a body corporate and politic, 1325 Pearl Street, Boulder, CO 80302

Name and Address of the Current Holder of the Evidence of Debt Secured by Deed of Trust (Lender)

or name and address of the Title Insurance Company Authorized to Request the Release of a Deed of Trust

Marta Loachamin, Chair of the Board of County Commissioners of the County of Boulder, Colorado, 1325 Pearl Street, Boulder, CO 80302

Name, Title and Address of Officer, Agent, or Attorney of the Holder of the Evidence of Debt Secured by Deed of Trust (Lender)

Signature

Signature

State of _____, County of _____

The foregoing Request for Release was acknowledged before _____ (Notary seal)

me on _____ (date) by*

Date Commission Expires

Notary Public

Witness my hand and official seal

*If applicable, insert title of officer and name of current holder

RELEASE OF DEED OF TRUST

WHEREAS, the Grantor(s) named above, by Deed of Trust, granted certain real property described in the Deed of Trust to the Public Trustee of the County referenced above, in the State of Colorado, to be held in trust to secure the payment of the indebtedness referred to therein; and

WHEREAS, the indebtedness secured by the Deed of Trust has been fully or partially paid and/or the purpose of the Deed of Trust has been fully or partially satisfied according to the written request of the holder of the evidence of debt or Title Insurance Company authorized to request the release of the Deed of Trust;

NOW THEREFORE, in consideration of the premises and the payment of the statutory sum, receipt of which is hereby acknowledged, I, as the Public Trustee in the County named above, do hereby fully and absolutely release, cancel and forever discharge the Deed of Trust or that portion of the real property described above in the Deed of Trust, together with all privileges and appurtenances thereto belonging.

(Public Trustee use only; use appropriate label)

(Public Trustee's Seal)

Public Trustee

Deputy Public Trustee

Date

Date

(If applicable: Notary Seal)

(If applicable, Name and Address of Person Creating New Legal Description as Required by § 38-35-106.5, Colorado Revised Statutes.)

RESOLUTION 2025-009

A resolution conditionally approving Boulder County Community Planning & Permitting Docket LU-24-0018/SPR-24-0077: Albert Earthwork and Residence

Recitals

A. John and Renee Albert, on behalf of Albert Living Trust (the “Applicant”), applied to Boulder County for Limited Impact Special Use Review under Article 4-600 of the Boulder County Land Use Code (the “Code”) for 1,813 cubic yards of non-foundational earthwork. The Applicants also applied for Site Plan Review under Article 4-800 of the Code to construct a new 4,890-square-foot residence and a 400-square-foot carport on an approximately 1.3-acre vacant parcel where the presumed compatible size is 4,899 square feet.

B. The subject property is located at 4259 Prado Drive, approximately 0.1 miles north of its intersection with Eldorado Springs Drive, in Section 20, Township 1 South, Range 70 West, in an Estate Residential zoning district in unincorporated Boulder County (the “Property”).

C. The Property is located south of the City of Boulder and does not meet the 35-acre minimum lot size required in an Estate Residential zoning district. However, the Property was created in its current configuration in 1957 as Lot 31 of the Valle Del Rio Subdivision and is therefore a legal building lot. Legal access to the Property is from Prado Drive, an asphalt County-owned and maintained right-of-way with a Functional Classification of Local.

D. Previously, the Assessor’s record identified a 3,264-square-foot residence and a 624-square-foot attached garage on the Property. The residence was deconstructed between June and September 2024 through BP-24-1729. The Property is currently vacant. The proposed residence will be located along the south Property line outside of the required 35-foot front-yard setback. The proposed non-foundational grading is intended to divert the flow of water around the house and create outdoor seating areas near the creek.

E. The Boulder County Comprehensive Plan indicates that the majority of the Property is located within Riparian Areas and Wetlands (associated with South Boulder Creek). The Property is directly adjacent to the Boulder Mountain Park/South Boulder Environmental Conservation Areas and is identified as a Zone 1 Preble’s Mouse Management Area. Further, the northern extent of the Property is located within the Floodplain Overlay District.

F. The above-described request was processed and reviewed as Boulder County Community Planning & Permitting Docket LU-24-0018/SPR-24-0077 (the “Docket”), as further described in the memorandum and written recommendation to the Board of County Commissioners (the “Board”) by Boulder County Community Planning & Permitting Department planning staff dated January 7, 2025, together with its attachments (the “Staff Recommendation”). The Staff

Recommendation found that the Docket could meet the criteria for approval with recommended conditions, and therefore, recommended that the Board conditionally approve the Docket.

G. At a public hearing on the Docket held on January 7, 2025 (the “Public Hearing”), as further reflected in the official record of the Public Hearing, the Board considered the Staff Recommendation as well as the documents and testimony presented by Boulder County Community Planning & Permitting Department staff. The Board also heard testimony from John Albert and his agent, Andrew Pharis, both on behalf of the Applicant. Three members of the public spoke at the Public Hearing.

H. Based on the Public Hearing, the Board finds that the Docket meets the criteria in Article 4-601 of the Code for Limited Impact Special Use approval for the proposed non-foundational earthwork, with the exception of the non-foundational earthwork north of the platted 10-foot easement beyond that necessary for the installation of the new well and water line, subject to the conditions stated below.

I. The Board further finds that the Docket meets the criteria in Article 4-806 of the Code for Site Plan Review approval for the proposed residence and carport, subject to the conditions stated below.

J. Therefore, the Docket can be approved, subject to the conditions stated below.

Therefore, the Board resolves

Docket LU-24-0018/SPR-24-0077 is approved on the basis and terms set forth in this Resolution, above, and subject to the following conditions:

1. The non-foundational earthwork north of the platted 10-foot easement must be limited to that necessary for the installation of the new well and water line. No grading is permitted within the Floodway.

At building permit, the Applicant must submit revised grading and drainage plans and earthwork calculations signed and sealed by a qualified Colorado-licensed Professional Engineer clearly showing the following information: existing and proposed contours; proposed contours tying into existing contours within the Property lines; no grading in the Floodway or north of the 10-foot easement (except that for the establishment of the well and water lines); slopes that do not exceed 2:1; wall locations and details (if applicable); and drainage details including flow lines, how historic drainage will be maintained, and how drainage will be handled downslope from the proposed driveway and residence.

2. The development is subject to the requirements of the Boulder County Building Safety & Inspection Services Team and adopted County Building Codes, as outlined in the referral

comments, including, but not limited to, required fire suppression, ignition resistant materials and defensible space, and the BuildSmart energy efficiency and sustainability requirements.

3. Prior to installation of the well, the Applicant must apply for a General Floodplain Development Permit (“FDP”).

4. At time of building permit, the Applicant must apply for all applicable Individual FDPs.

5. At building permit, the Applicant must provide a complete Stormwater Quality Permit.

6. At building permit, the Applicant must provide the Permanent Stormwater Management Facilities checklist.

7. At building permit, the Applicant must submit revised plans showing the driveway sloping 2 percent away from Prado Drive until the flow line of the borrow ditch.

At final inspection, the Community Planning & Permitting Department must verify that the access and driveway have been constructed to comply with the Boulder County Multimodal Transportation Standards.

8. The development is subject to the requirements of the Boulder County Public Health Department, as outlined in the referral comments, including, but not limited to, installation, inspection, and approval of the onsite wastewater treatment system prior to the final building inspection approval by the Community Planning & Permitting Department.

9. The development is subject to the requirements of the Boulder County Wildfire Partners, as outlined in the referral comments, including, but not limited to, use of increased ignition-resistant materials, establishment of defensible space, emergency water supply, and emergency vehicle access.

10. At time of building permit, the Applicant must provide the Biological Assessment and provide evidence of correspondence or consultation with US Fish and Wildlife Service for and compliance with specific mitigation measures.

11. The Applicant must either reduce the total residential floor area to a maximum of 4,500 square feet or move the location of the residence away from the eastern Property line such that the side yard setback is increased from 10 to 15 feet, based on the site plan on page A27 of the application materials, without increasing the overall mass of the residence. The setback from the western Property line must remain at 35 feet to ensure the residence does not encroach on the 500-year floodplain. If the Applicant chooses to move the location of the residence, the residence may not exceed a maximum of 4,899 square feet of residential floor area. The Applicant must submit to the Community Planning & Permitting Department for review and approval an updated site plan showing either the reduced size or the new location of the residence.

12. If the Applicant chooses to reduce the size of the residence as set forth in Condition 11, the locations shown on the submitted site plan dated December 27, 2024 are approved as proposed.

13. The height of the proposed residence is approved at approximately 27' 8" from existing grade.

14. At time of building permit, the Applicant must submit revised elevations demonstrating reduced glazing and the use of low light-transmitting glass on the windows on the northwest façade of the structure.

15. Prior to any grading or site disturbance, the Applicant must install appropriate perimeter control measures such as sediment control logs downslope and parallel to contours for all disturbed areas including staging areas. The location and types of perimeter control shall be shown on site plans submitted for building permit approval. A construction fence must be erected 50 feet from the edge of the creek, paralleling the creek across the entire Property. This must be completed and inspected by the County before any further earthwork occurs. No machinery of any kind shall enter the area between the fence and the creek.

16. The exterior color and material choices are approved as proposed on the fact sheet included with the application materials including stone veneer, limestone, Corten steel metal panel, standing seam metal, stained wood, and heavy timber, and the colors tans, beiges, browns, and dark grey.

Prior to issuance of a Certificate of Occupancy or at time of final inspection, the Community Planning & Permitting Department must inspect and verify that the approved color samples are used on each of the new structures.

17. Prior to issuance of building permits, the Applicant must submit to the Community Planning & Permitting Department for review and approval a lighting plan that includes the placement of all exterior lighting fixtures and cut sheets for each fixture. Exterior lighting shall be restricted to one fixture per entrance and no landscape lighting between the residence and South Boulder Creek.

Down lighting is required, and all bulbs must be fully shielded to prevent light emissions above a horizontal plane drawn from the bottom of the fixture. All exterior light fixtures must conform with Articles 7-1600 and 18-162A of the Code.

Prior to final inspection or issuance of a Certificate of Occupancy, the Community Planning & Permitting Department must inspect and approve the full installation of the approved lighting plan.

18. Prior to issuance of building and grading permits, the Applicant must submit to the Community Planning & Permitting Department for review and approval a plan depicting the routing of all existing and proposed utility services. The utility routing plan shall be included as part of the building plan set required at the time of permit application. To minimize disturbances to the site, all utility service lines should be routed underground (*see* Article 7-1200 of the Code) and should be located in areas already disturbed or proposed to be disturbed (e.g., along driveway).

At time of building inspections, the Community Planning & Permitting Department must inspect and confirm full installation of the utilities per the approved plan.

19. At building or grading permit submittal, the Applicant must submit a Revegetation Plan for approval. This plan should include native grass species to be used, an explanation of how topsoil will be stockpiled, mapped delineation of all disturbance areas (including deconstructed structure locations, construction staging areas, driveway, utility lines, and septic system), locations of all erosion control measures, and matting requirements, if necessary.

Prior to issuance of a Certificate of Occupancy, the Community Planning & Permitting Department must inspect and approve the full installation of the approved Revegetation Plan. If weather is not conducive to seeding, or if adequate revegetation efforts have not occurred, and vegetation is not adequately established at the time of final inspection request, an irrevocable letter of credit or monies deposited into a County Treasurer account will be required to assure the completion of revegetation. The Applicant should consider the following well in advance of the revegetation inspection:

- a. Whether applying for a Certificate of Occupancy, final inspection, or the return of funds held in escrow for completion of revegetation, some level of germination and growth of grass seed is required.
- b. Steeper slopes and dryer soil require greater attention to establish a level of germination adequate to obtain revegetation approval.
- c. Areas of disturbance found at inspection not included on the Revegetation Plan are still subject to reseeding and matting.

20. At building or grading permit submittal, the Applicant must submit a Weed Control Plan for approval. This plan must include mapping of County-listed noxious weed species on the entire Property with their intended control techniques specified.

21. The Applicant shall be subject to the terms, conditions, and commitments of record and in the file for Docket LU-24-0018/SPR-24-0077: Albert Earthwork and Residence.

A motion to approve the Docket was made by Commissioner Marta Loachamin, seconded by Commissioner Ashley Stolzmann, and passed by a 2-0 vote. Commissioner Claire Levy was excused from the Public Hearing.

[Signature Page to Follow]

ADOPTED as a final decision of the Board on this _____ day of February 2025.

The signatures below indicate approval of the text of the Resolution but are not necessarily reflective of the votes taken at the Public Hearing.

**BOARD OF COUNTY COMMISSIONERS
OF BOULDER COUNTY:**

Marta Loachamin, Chair

Claire Levy, Vice Chair

Ashley Stolzmann, Commissioner

ATTEST:

Clerk to the Board

RESOLUTION 2025-011

A resolution conditionally approving Boulder County Community Planning & Permitting Docket SE-24-0002: Kostecki-Keil Lot Recognition

Recitals

A. Nick Kostecki and Amanda Keil (the “Applicants”) applied to Boulder County for a Subdivision Exemption under Article 9 of the Boulder County Land Use Code (the “Code”) to recognize 468 Riverside Drive as a legal building lot eligible for building permits.

B. The subject parcel is located at 468 Riverside Drive, approximately 0.5 miles west of the easternmost intersection of Riverside Drive and State Highway 7, in Section 34, Township 3 North, Range 72 West, in a Forestry zoning district in unincorporated Boulder County (the “Property”).

C. The Property is approximately 0.49 acres in size and located on the north side of Riverside Drive. In 2023, Community Planning & Permitting Department staff found that the Property is not a legal building lot because its record of transfer between owners was not clear enough to determine when the current Property configuration was first created (*see* BLD-23-0059). In response to the staff determination that the Property lacked legal building lot status, the Applicants filed the subject application for Subdivision Exemption in an effort to have the lot recognized as a legal building lot.

D. During initial review of the proposal, staff requested that the Applicants provide a survey of the Property because it appeared that a portion of the existing residence extended across the southeastern Property boundary into the right-of-way (“ROW”). The survey confirmed several points of encroachment into the Riverside Drive ROW, including a set of wooden stairs, a section of the main residence and associated roof eave, a concrete patio, and part of the septic system drain field.

E. The subject application was then placed on hold while the Applicants submitted a separate proposal to vacate a section of the Riverside Drive ROW and therefore remove the setback encroachment (V-24-0001: Kostecki-Keil ROW Vacation). The vacation request was supported by staff and approved by the Board of County Commissioners (the “Board”) on December 10, 2024.

F. While the subject application was on hold and the Vacation request was under review, the Board adopted revisions to Article 9 of the Code, which regulates Building Lots, Mergers, Subdivision Exemptions, and Exemption Plats. A new administrative review process was adopted for requests to recognize non-legal building lots as legal building lots, as were new review criteria. However, the subject application was accepted when the pre-revision Code language was in effect, and as such, it was reviewed under the previous application process and review criteria.

G. The Property is currently developed with a single building that was originally constructed and used as the Riverside Lodge beginning in the early 1920s. Permit history for the Property in the County records is limited, with only three building permits issued for repairs to the lodge building in 1964 and 1965 to repair fire damage. As described in the determination letter for BLD-23-0059, it is unclear whether the Property configuration at the time of those permits matches the current configuration. At some point in the following years, it appears that the lodge building was converted into a residence without an application for a Change of Use on the Property (which would currently require an application for Site Plan Review). It is unclear if this conversion of use happened at a time when a land use process for the change of use would have been required.

H. An application for use of the Property as a Primary Dwelling Short-Term Rental was filed in 2021 by the previous owners, who indicated that the Property was their primary residence at the time. However, a license was never issued for the Property because of the subsequent County determination that the Property was not a legal building lot (meaning it could not qualify for a short-term rental license). The Property was then sold to the Applicants, who submitted the subject application for lot recognition as well as the Vacation application described above.

I. The Applicants proposed that the Property be recognized as a legal building lot in its current configuration and thus be eligible for the issuance of building permits. Staff find that the proposed lot recognition can meet all of the previous criteria under Article 9-400 of the Code to recognize the Property as a legal building lot.

J. The above-described request was processed and reviewed as Boulder County Community Planning & Permitting Docket SE-24-0002 (the “Docket”), as further described in the memorandum and written recommendation to the Board by Boulder County Community Planning & Permitting Department planning staff dated January 9, 2025, together with its attachments (the “Staff Recommendation”). The Staff Recommendation found that the proposal could meet the criteria for approval, and therefore, recommended that the Board conditionally approve the Docket.

K. At a public hearing on the Docket held on January 9, 2025 (the “Public Hearing”), the Board considered the Staff Recommendation as well as the documents and testimony presented by Community Planning & Permitting Department planning staff and Applicant Amanda Keil. No members of the public spoke at the Public Hearing.

L. Based on the Public Hearing, the Board finds that with the recommended conditions of approval, the Docket meets the criteria for Subdivision Exemption to recognize the Property as a legal building lot under Article 9-400 of the Code.

M. Therefore, the Docket can be approved, subject to the conditions stated below.

Therefore, the Board resolves:

Docket SE-24-0002 is approved on the basis and terms set forth in this Resolution, above, and subject to the following conditions:

1. The Applicants must comply with all applicable post-approval requirements for a Subdivision Exemption as listed in Article 9-700 of the Code, within one year after the date of approval of this Docket, unless an extension(s) of time is granted as allowed in Article 9-700 of the Code.

2. The Applicants shall be subject to the terms, conditions, and commitments of record and in the file for SE-24-0002: Kostecki-Keil Lot Recognition.

A motion to approve the Docket was made by Commissioner Claire Levy, seconded by Commissioner Marta Loachamin, and passed by a 2-0 vote. Commissioners Ashley Stolzmann was excused from the Public Hearing.

[Signature Page to Follow]

ADOPTED as a final decision of the Board on this _____ day of February 2025.

The signatures below indicate approval of the text of the Resolution but are not necessarily reflective of the votes taken at the Public Hearing.

**BOARD OF COUNTY COMMISSIONERS
OF BOULDER COUNTY:**

Marta Loachamin, Chair

Claire Levy, Vice Chair

Ashley Stolzmann, Commissioner

ATTEST:

Clerk to the Board

BOULDER COUNTY CONTRACT

SUMMARY		
Contract Identification		
Oracle Contract Number	304026	
Contract Name	A&I Avenues - HS - IDD Mill Levv	
County Information		
Office or Department	Housing and Human Services	
Division/Program	Partnerships, Contracts and Services Division	
Mailing Address	PO BOX 471, Boulder, CO 80306	
Project Manager Name and Email	Rebecca Seiden rseiden@bouldercounty.	
Contact Name and Email	Whitney Wilcox wwilcox@bouldercounty	
Office or Department Accounting Email	hhsaccountingoffice@bouldercounty.gov	
Vendor Information		
Vendor Legal Name	Adult Care Management Inc	
Vendor Other Name	A&I Avenues	<input type="checkbox"/> COI <input checked="" type="checkbox"/> DBA <input checked="" type="checkbox"/> W-9
Vendor Business Address	1665 Coal Creek Drive Lafayette CO 80026	
Vendor Mailing ("Remit to") Address	1665 Coal Creek Drive Lafayette CO 80026	
Vendor Signer Name and Email	Barb Wilks-Crowder bcrowder@a&iavenues.o	
Vendor Contact Name and Email	Kathryn Arbour karbour@a&iavenues.or	
Vendor Invoicing Email	karbour@a&iavenues.org	
Contract Dates		
Authorization to Start Work	Upon Execution of Contract	
End Date	12/31/2025	
Contract Amount		
Contract Not to Exceed	3344614	
Highest Annual Amount	3344614	
<i>Pricing details, including annual limits, if any, detailed in Exhibit B</i>		
Contract Documents		
<div style="display: flex; flex-direction: column; gap: 5px;"> <div><input checked="" type="checkbox"/> Exhibit A: Insurance Requirements</div> <div><input checked="" type="checkbox"/> Exhibit B: Scope of Work and Pricing Details</div> <div><input type="checkbox"/> Exhibit C: Boulder County Data and Cyber Security Requirements</div> <div><input type="checkbox"/> Exhibit D: _____</div> <div><input type="checkbox"/> Exhibit E: _____</div> <div><input type="checkbox"/> Exhibit F: _____</div> </div>		

Funding Source Information	
Funding Source for Contract	Boulder County Funds
Fund Availability	Yes - Funds available currently
OFS# for Associated Revenue Contract(s)	
Procurement Details – County Internal Use Only	
Procurement Process	Bid Waiver Approved (attached in supporting docum
Formal Procurement Number	
Award Date	
Does this include new FTE's or require additional budget approval?	No
Accounting Details – County Internal Use Only	
115.45075.78510.1018.000000.DD21.0000	

THIS CONTRACT ("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 Housing and Human Services ("County") and Adult Care Management Inc ("Contractor" or "Vendor"). County and Contractor are each a "Party," and collectively the "Parties."

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

1. Incorporation into Contract: The **Summary** is incorporated into this Contract. The **Contract Documents** are incorporated into this Contract by reference, except to the extent that contractor-drafted documents, if any are incorporated, contain any obligations placed upon County and not otherwise contained in this Contract. In the event of any conflict between any **Contract Documents** incorporated into this Contract, the language shall be interpreted in favor of the County.
2. Authorization to Start Work:

Contractor may commence work upon execution of this Contract (date of last required signature) unless a later date is otherwise specified in Exhibit B – Scope of Work.

3. Scope of Work: The Scope of Work is defined in Exhibit B – Scope of Work, which is incorporated by reference (“**Work**”). Contractor will provide all labor and equipment and do all tasks necessary and incidental to performing the **Work**. Contractor will perform all **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 Contract. For solicitations conducted by formal procurement, the following are incorporated by reference: specifications in the formal procurement and the Contractor’s response to the specifications to the extent that they are responsive to the specifications.

4. Time to Complete Work: Contractor must complete all **Work** before the **End Date** of this Contract and in compliance with any additional timing requirements identified in Exhibit B – Scope of Work. Any extension of the **End Date** requires a written amendment, which may require the approval of the Board of County Commissioners, the County Administrator, or County Department Heads/Elected Officials. Any amendment may require the Contractor to provide a then-current Certificate of Insurance to the County that complies with the Insurance Requirements identified in Exhibit A of this Contract.

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 **Contract Not to Exceed** amount identified above 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 fifteenth (15th) day of the month for completion of any part of the **Work** performed in the prior calendar month. 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, date of invoice, unique invoice number, and total amount due. Contractor must send all completed invoices to the **Office or Department Accounting Email** in the **Summary**. Failure to submit invoices in a timely manner and in accordance with the terms of this Contract will relieve County of its obligation to make timely payment. Further, County will have no liability for any financial obligations under this Contract if Contractor fails to submit an accurate invoice to the County by January 15th of any calendar year for Work performed in the previous calendar year. 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. No Additional Services: In order for Contractor to provide additional services for additional compensation beyond the initial **Contract Not to Exceed** amount, the Parties must first execute a written amendment before the then-current **End Date**. A written amendment may require the approval of the Board of County Commissioners, the County Administrator, or County Department Heads/Elected Officials. If necessary, the written amendment will incorporate an updated Scope of Work and/or updated Insurance Requirements.

8. Schedule of Work: County may designate the hours (on a daily or weekly basis) during which Contractor may perform the **Work** strictly for the purposes of minimizing inconvenience to the County and interference with County operations.

9. **Indemnity:** Contractor will indemnify and hold harmless County, its elected officials and appointed department heads, and its employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including attorneys' fees, which may be made or brought or which may result against any of the indemnified parties as a result or on account of the actions or omissions of Contractor, its employees, agents or representatives, or other persons acting under Contractor's direction or control. This indemnification obligation will extend to claims based on Contractor's unauthorized use or disclosure of confidential information and intellectual property infringement. County will not be obligated to indemnify or defend Contractor under any circumstances. Contractor's obligations under this provision shall survive expiration or termination of this Contract. Nothing contained in this Contract or the **Contract Documents** is intended to limit or restrict the indemnification rights or obligations of any Party under this provision, or damages available for breaches of the obligations herein. In addition, Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to Contractor's failure to comply with §§24-85-101, et seq., C.R.S., or the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

10. **Nondiscrimination:** Contractor 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. County prohibits unlawful discrimination on the basis of race, color, religion, gender, gender identity, national origin, age 40 and over, disability, socio-economic status, sexual orientation, genetic information, or any other status protected by applicable Federal, State or local law. Contractor must require that its subcontractors, if any, similarly comply with all applicable laws concerning discrimination and unfair employment practices.

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

12. **Independent Contractor:** Contractor is an independent contractor for all purposes in performing the Work. None of Contractor, its agents, personnel or subcontractors are employees of the County 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, County will not withhold or pay any income tax, payroll tax, or retirement contribution of any kind on behalf of Contractor or Contractor's employees. As an independent contractor, Contractor is responsible for employing and directing such personnel and agents as it requires to perform the Work. Contractor 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 Contract, 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 Contractor, or the appointment of a receiver or similar officer for Contractor 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 Contract or at law, including immediate termination of this Contract.
- b. Non-Appropriation: The other provisions of this Contract notwithstanding, County is prohibited by law from making commitments beyond the current fiscal year. Payment to Contractor beyond the current fiscal year is contingent on the appropriation and continuing availability of funding in any subsequent year. County has reason to believe that sufficient funds will be available for the duration of the Contract. Where, however, funds are not allocated for any fiscal period beyond the current fiscal year, County may terminate this Contract without penalty by providing seven (7) days' written notice to Contractor.
- c. Convenience: In addition to any other right to terminate under this Section 13, County may terminate this Contract, in whole or in part, for any or no reason, upon seven (7) days' written notice to Contractor.

14. Contractor Obligations upon Termination or Expiration: By the **End Date** or effective date of termination, if earlier, Contractor must (1) remove from County property all of its personnel, equipment, supplies, trash and any hazards created by Contractor, (2) protect any serviceable materials belonging to the County, and (3) take any other action necessary to leave a safe and healthful worksite. Any items remaining on County property after the **End Date** or the effective date of termination, if earlier, will be deemed abandoned by Contractor.

15. Payable Costs in Event of Early Termination: If County terminates this Contract before the **End Date**, Contractor's payments (and any damages associated with any lawsuit brought by Contractor) are limited to only (1) payment for **Work** satisfactorily executed and fully and finally completed, as determined by County in its sole discretion, prior to delivery of the notice to terminate, and (2) the reasonable and actual costs Contractor incurred in connection with performing the Work prior to delivery of the notice to terminate. Contractor explicitly waives all claims it may have against the County for any other compensation, such as anticipatory profits or any other consequential, special, incidental, punitive or indirect damages.

16. Remedies for Non-Performance: If Contractor fails to perform any of its obligations under this Contract, County may, at its sole discretion, exercise one or more of the following remedies (in addition to any other remedies provided by law or in this Contract, including in Exhibit B – Scope of Work), which shall survive expiration or termination of this Contract:

- a. Suspend Performance: County may require that Contractor suspend performance of all or any portion of the Work pending necessary corrective action specified by the County and without entitling Contractor to an increase in compensation or extension of the performance schedule. Contractor must promptly stop performance and incurring costs upon delivery of a notice of suspension by the County.

- b. Withhold Payment Pending Corrections: County may permit Contractor to correct any rejected Work at the County's discretion. Upon County's request, Contractor must correct rejected work at Contractor's sole expense within the time frame established by the County. Upon full and final completion of the corrections satisfactory to the County, County will remit payment to Contractor.
 - c. Deny Payment: County may deny payment for any Work that does not comply with the requirements of the Contract or that Contractor otherwise fails to provide or fully and finally complete, as determined by the County in its sole discretion. Upon County request, Contractor will promptly refund any amounts prepaid by the County with respect to such non-compliant Work.
 - d. Removal: Upon County's request, Contractor will remove any of its employees or agents from performance of the Work, if County, in its sole discretion, deems any such person to be incompetent, careless, unsuitable, or otherwise unacceptable.
17. Binding Arbitration Prohibited: County does not agree to binding arbitration by any extra-judicial body or person.
18. Conflicts of Interest: Contractor 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 Contractor's obligations.
19. Notices: All notices provided under this Contract 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 Name and Email** specified in the **Summary**. 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 Contract 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:
- a. C.R.S. § 38-26-107, which requires withholding funds where the County receives a claim for payment from a supplier or subcontractor of Contractor upon notice of final settlement (required for public works contracts that exceed \$150,000);
 - b. C.R.S. § 8-17-101 et seq.;
 - c. C.R.S. § 18-8-301, et seq.;
 - d. C.R.S. § 18-8-401, et seq.; and
 - e. C.R.S. §§ 24-85-101, et seq., C.R.S.. Specifically, Contractor shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards. The County may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor's Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

21. No Suspension or Debarment: Contractor certifies and warrants for the duration of the **Work** and the duration of the Contract, 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. Contractor shall comply, and shall require its subcontractors to comply, with subpart C of 2 C.F.R. § 180.
22. Entire Agreement/Binding Effect/Amendments: This Contract represents the complete agreement between the Parties and is fully binding upon them and their successors, heirs, and assigns, if any. This Contract terminates any prior agreements, whether written or oral in whole or in part, between the Parties relating to the Work. This Contract may be amended only by a written agreement signed by both Parties.
23. Assignment/Subcontractors: This Contract may not be assigned or subcontracted by Contractor without the prior written consent of the County. If Contractor subcontracts any of its obligations under this Contract, Contractor will remain liable to the County for those obligations and will also be responsible for subcontractor's performance under, and compliance with, this Contract.
24. Governing Law/Venue: The laws of the State of Colorado govern the construction, interpretation, performance, and enforcement of this Contract. Any claim relating to this Contract or breach thereof may only be brought exclusively in the Courts of the 20th Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.
25. No Waiver: The failure of either Party to exercise any of its rights under this Contract will not be deemed to be a waiver of such rights or a waiver of any breach of the Contract. All remedies available to a Party in this Contract are cumulative and in addition to every other remedy provided by law.
26. Severability: If any provision of this Contract becomes inoperable for any reason but the fundamental terms and conditions continue to be legal and enforceable, then the remainder of the Contract will continue to be operative and binding on the Parties.
27. Third-Party Beneficiary: Enforcement of the terms and conditions and all rights and obligations of this Contract are reserved to the Parties. Any other person receiving services or benefits under this Contract is an incidental beneficiary only and has no rights under this Contract. Notwithstanding, where the beneficiary Department or Office is led by an Elected Official, such Elected Official shall be considered a third-party beneficiary.
28. Colorado Open Records Act: County may 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 the main body of this Contract and the terms of any of the **Contract Documents**, the terms of the main body of the Contract will control.
30. Governmental Immunity: Nothing in this Contract shall be construed in any way to be a waiver of the County's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.

31. Representations and Warranties: Contractor represents and warrants the following:
- Execution of this Contract and performance thereof is within Contractor's duly authorized powers;
 - The individual executing this Contract is authorized to do so by Contractor;
 - Contractor 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 the Contractor; and
 - Contractor 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 Contract.
32. Legal Compliance: Except as otherwise specified in Exhibit B – Scope of Work, Contractor assumes full responsibility for obtaining and maintaining any permits and licenses required to perform the Work. Contractor is solely responsible for ensuring that its performance under this Contract and the Work itself will comply with all Federal, State, and local laws, regulations, ordinances and codes. County approval of the Work or any aspect of Contractor's performance, such as plans, designs, or other Contractor-drafted documents, shall not be interpreted to mean that Contractor has satisfied its obligations under this Section.
33. Litigation Reporting: Contractor represents that Contractor is not currently involved in any action before a court or other administrative decision-making body that could affect Contractor's ability to perform the Work. Contractor will promptly notify the County if Contractor is served with a pleading or other document in connection with any such action or initiates any action impacting this Contract or the Work contemplated by this Contract.
34. Tax Exemption: County is exempt from payment of Federal, State, and local government taxes. Contractor shall collect no tax from the County, and the County shall not be liable to pay any taxes imposed on Contractor. County shall provide its tax exemption status information to Contractor upon request.
35. 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 beneficiary Department or Office and their designees to act on behalf of the County under the terms of this Contract, including but not limited to the authority to terminate this Contract.
36. Ownership of Work Product: All work product, property, data, documentation, information or materials conceived, discovered, developed or created by Contractor pursuant to this Contract ("Work Product") will be owned exclusively by the County. To the extent possible, any Work Product will be deemed to be a work made for hire. Contractor unconditionally and irrevocably transfers and assigns to the County all right, title and interest in and to any Work Product.
37. Publicity Releases: Contractor will not refer to this Contract or the County in commercial advertising without prior written consent of the County. This provision shall survive expiration or termination of this Contract.

38. Execution by Counterparts; Electronic Signatures: This Contract 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 Contract 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 Contract 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.
39. Limitation on Public Statements and Lobbying Activity. Contractor may receive from the County its confidential data, work product, or other privileged or confidential information that is protected by law. To maintain the fact and appearance of absolute objectivity, Contractor shall not, without the prior written consent of the County, which shall not be unreasonably withheld, do any of the following: (a) disclose information obtained because of this contractual relationship to any third party; (b) lobby any State or Federal agency on any pending matter while this Contract is effective; or (c) make any public statements or appear at any time to give testimony at any public meeting on the subject matters regarding which Contractor is or was retained by the County. County may set reasonable conditions on any disclosure authorized by the County under this provision. Notwithstanding, Contractor may make disclosures as required by law, and to law enforcement officials in connection with any criminal justice investigation
40. Sustainability: County encourages Contractor to consider the procurement and use of environmentally preferable products and services while performing services under this Contract. "Environmentally preferable purchasing" means making purchasing choices for products and services that have a lesser or reduced adverse effect on human health and the environment when compared with competing products and services that serve the same purpose. Environmentally preferable purchasing is consistent with the County's commitment to protecting our air, water, soil, and climate for current and future generations. County encourages Contractor to incorporate the following actions into Contractor's performance of the Work: environmentally preferable supplies and services; conservation of water; efficient energy use; waste prevention; reuse and recycle construction and de-construction materials in a manner that maximizes reuse of materials; sustainable transportation choices, including consideration to business communication software alternative to air travel and public transit or carpooling for in-person meetings; pollution prevention; low toxicity for public health & safety; and reduced emissions to address climate change.
41. Limitation of Liability: COUNTY SHALL NOT BE LIABLE TO CONTRACTOR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING FROM OR RELATING TO THIS CONTRACT, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. COUNTY'S AGGREGATE LIABILITY, IF ANY, ARISING FROM OR RELATED TO THIS CONTRACT, WHETHER IN CONTRACT, OR IN TORT, OR OTHERWISE, IS LIMITED TO, AND SHALL NOT EXCEED, THE AMOUNTS PAID OR PAYABLE HEREUNDER BY COUNTY TO CONTRACTOR. ANY CONTRACTUAL LANGUAGE LIMITING CONTRACTOR'S LIABILITY SHALL BE VOID.

42. Legal Interpretation. Each Party recognizes that this Contract is legally binding and acknowledges that it has had the opportunity to consult with legal counsel of its choice about this Contract. The rule of construction providing that any ambiguities are resolved against the drafting Party will not apply in interpreting the terms of this Contract.
43. Insurance: Prior to commencing the **Work**, Contractor will provide a Certificate of Insurance to the County demonstrating adequate insurance coverage for each type of insurance identified in Exhibit A. All policies evidencing coverage required by the Contract will be issued by insurance companies satisfactory to the County. Contractor will forward Certificates of Insurance directly to the **County Contact Name and Email** listed in the **Summary**.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed and entered into this Contract as of the latter day and year indicated below. This Contract is effective upon signature.

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

EXHIBIT B – Statement of Work

A. Project Description

Boulder County Human Services (BCHS) is committed to building a thriving future together, centering racial equity and opportunity for all. The Boulder County Intellectual and Developmental Disabilities (IDD) Mill Levy, a Developmental Disabilities property tax approved by voters in 2002, fills funding gaps for agreed-upon services and supports for people of all ages living with IDD, Autism, and/or Brain Injury (BI). This includes but is not limited to case management, systems navigation, advocacy, community social and recreational activities, and direct services.

The Boulder County IDD Mill Levy will afford people with IDD/DD, Autism, and/or BI to live fulfilling lives of independence and quality in their homes and communities. This funding is awarded to provide case management, systems navigation services, and crisis management.

B. Performance Responsibilities

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

1. Boulder County residents who are being served by the following programs may receive services funded under this contract:
 - a) Case Management Agency Functions
 - b) Emergency Situations
 - c) Crisis Management
 - d) Family Support Services
 - e) Autism Spectrum Disorder Services
 - f) Organized Healthcare Delivery System -(OHCDs)
 - g) Systems Navigation
2. Maintain an IDD Mill Levy Systems Navigator familiar with IDD, BI, and Autism resources specifically addressing systems navigation issues within that population.

3. Develop and maintain a coordination plan with other agencies in Boulder County that work with IDD including Autism and BI populations to be identified collaboratively.
4. Maintain an intake and referral process for community to access Systems Navigation support. Continue to evaluate effectiveness of the intake and referral process.
5. Engage public community partners to develop and implement a comprehensive culturally responsive and inclusive approach to the referral process.
6. Priority is for participants that are new to systems navigation, not participants that are already receiving case management from another agency.
7. Indirect Costs and Evaluation Activities:
 - a) Other operational costs that support administrative efficiencies
 - b) Evaluation activities, including but not limited to the annual satisfaction surveys by program area.
8. Ensure Boulder County residents with an IDD/DD, Autism, and/or BI have access to services and supports.
9. Collect performance and outcome data to determine the ongoing effectiveness of services listed in this Contract and plan for the implementation of new services for Boulder County.
10. Support the System-wide efforts of the Boulder County IDD Advisory Council and improve overall communication between all stakeholders who are funded through the Mill Levy.
11. Take necessary steps to provide services virtually and/or adhere to any current public health emergencies and/or restrictions throughout the Contract term for services provided in-person. If Contractor is unable to provide services safely to meet client needs due to public health restrictions, Contractor shall notify BCHS within 30 days.
12. Ensure services are provided in a culturally, linguistically, and equitably appropriate manner.
13. As needed, assist participants in creating a Boulder County Connect (BCC) Account and encourage the use of this online system for accessing case information, completing required actions on their cases, and uploading documents.
14. Funds will not be used to supplant Medicaid, Medicare, or private insurance funded services.

C. Target Population

1. Target population includes community members with IDD, Autism and BI who are living in Boulder County. Definition of BI for of Funding is a documented intellectual and/or developmental disability that is manifested before the person reaches 22 years of age or brain injury acquired as an adult that results in a disability.

D. Referrals for Service

1. Contractor agrees to accept referrals from BCHS and other service providers and government agencies operating in Boulder County who serve similar populations.
2. Contractor agrees to work collaboratively with BCHS and other community partners to ensure participants are enrolled in all self-sufficiency benefits they are eligible to receive.
3. Contractor agrees to make referrals to appropriate service providers in effort to move participants from crisis to stability, establishing a network of care supporting the participant.

E. Meetings and Communication

1. BCHS and Contractor shall meet bimonthly or more to evaluate budget levels and program effectiveness that may include:
 - a) recommendations for modifications in the scope of services for this Contract,
 - b) technical assistance necessary to enable the performance of this Contract by Contractor, or the specification of necessary additional services to enable the Contractor's performance of the services provided under this Contract.
2. A fiscal review may be conducted up to two times during the Contract term. Prior to this review, BCHS may request documentation including a copy of Contractor's published annual report for the prior year.
3. Contractor shall attend applicable trainings and meetings as available.

F. Reporting Requirements

1. Contractor shall submit quarterly reports by the 300th day following the end of the quarter using the metrics outlined in Exhibit B-4.
 - a) Quarterly reports will be submitted by email to hhsimpactreporting@bouldercounty.gov
 - b) Excel reporting form will be sent to BCHS for quarterly report submission by Contractor.
2. Contractor shall notify BCHS within 30 days of vacancies for positions funded under this Contract. Notification shall be sent in writing to Whitney Wilcox at wwilcox@bouldercounty.gov.
3. Contractor shall submit an annual qualitative report at the conclusion of each Contract term. Annual reports shall be submitted no later than the 45 days following the end of the Contract term. Reports shall be submitted to Hsdatareporting@bouldercounty.gov

G. Budget

1. The approved budget is included as Exhibit B-1, Budget Form.
2. Contractor has the discretion to transfer up to ten percent (10%) of the total approved budget between the major direct cost budget categories with the written approval of Boulder County Human Services (BCHS). Approval must be obtained in writing prior to submitting invoices. Any budget transfer greater than ten percent (10%) also requires prior written approval from an authorized BCHS representative and at the discretion of BCHS, may require a Contract amendment.

H. Payment Requirements

1. Monthly Invoicing and Financial Reporting
 - a) Upon execution of this Contract, BCHS will provide initial advanced payment to Contractor of \$859,900 for the Family Support Services Program (FSSP).
 - i. Recipient shall provide monthly financial reports supported by a general ledger detail generated from Contractor's accounting system to account for how the advanced funds are used.
 - ii. Recipient shall return any unused funds to BCHS within thirty (30) days of expiration of this Contract.

- b) BCHS shall provide Contractor with a monthly invoice template. The invoice template will be used to invoice for all remaining budget line items,
- c) Contractor shall complete and submit monthly invoices, monthly financial reports (for FSSP) and supporting documentation that supports the amount invoiced/ reported by the thirtieth (30th) calendar day following the reporting period, regardless of the level of activity or amounts of expenditure(s) in the preceding report period. Any invoices submitted 90 days after due date may not be accepted.
- d) Contractor shall only invoice/report BCHS for the actual number of Boulder County residents served by that program, to ensure that Boulder County funds are not subsidizing services for residents who reside outside of Boulder County.
- e) Monthly invoiced/reported expenses shall be for actual expenditures incurred by the Contractor.
- f) BCHS shall not pay for vacant positions funded through this Contract. Contractor shall not reallocate vacancy funds to another position without written approval of BCHS.
- g) Monthly invoiced/reported expenses may not be reimbursable by any other funding source.
- h) Monthly invoices/reports 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.
- i) The invoice shall contain the name and title of the person authorized, or his or her designee, to submit claims for payment.
- j) All invoices, financial reporting, supporting documentation, and applicable reports shall be submitted electronically to BCHS via email to:
hhsaccountingoffice@bouldercounty.gov

2. Supporting Documentation

- a) 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.
 - i) For participant services, participant initials or non-identifying information and purpose should be included.
 - ii) 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.
- b) Supporting documentation submitted with monthly invoices must meet or exceed the amount being invoiced.
- c) Contractor shall determine and report on actual number of participants served who are residents of Boulder County.
- d) Contractor shall provide an agency-level income statement.
- e) Contractor shall keep on site for BCHS review, for the Contract term plus three years, the following supporting documentation for each invoice:
 - i) 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 receipts and/or original supporting documentation.
 - (5) Mileage will be reimbursed at a rate equal to or less than the IRS standard mileage rate.
 - ii) 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 BCHS during financial review visits or upon request.
- f) If Contractor does not produce sufficient documentation as described above at financial review visits, BCHS has the right to recapture any unsupported payments.

3. Payments

- a) Monthly invoices, supporting documentation, and all required deliverables as outlined in Section F Reporting Requirements must be submitted in a timely manner and in accordance with the terms of the Contract to receive payment.
- b) BCHS will reimburse the Contractor within 30 days of receipt and approval of a fully supported and payable invoice. BCHS will follow-up with Contractor within 15 days of receipt should there be any questioned or unsupported costs.
- c) Invoices submitted beyond 90 days will not be paid. Final invoices must be received within 30 days after the end date of the Contract term.

4. Internal Controls

- a) Contractor shall maintain written internal control policies and procedures around financial and accounting practices, including procurement policies and procedures.
- b) 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.
- c) Conflict of Interest: Contractor shall maintain best practices regarding conflicts of interest, including signed certification from Contractor's directors, officers, and employees.
- d) Written policies and procedures shall be made available to BCHS during financial review visits or upon request. During the Contract term, BCHS will request to review Contractor's procurement policy.

I. Contractor Records and Inspection

- 1. Contractor shall maintain a file of all documents, records, communications, notes, and other materials relating to the services provided under this Contract.
- 2. Contractor shall permit the County to audit, inspect, examine, excerpt, copy and transcribe Records for payer purposes during the state-defined Record Retention Period. Contractor shall make Records available during normal business hours at a Contractor office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two business days' notice.
- 3. Training and credentialing records of staff shall be made available upon request.

J. Role of Contractor Oversight of Funds

1. Contractor will oversee the expenditure of Boulder County IDD/DD Mill Levy in providing effective IDD/Autism/BI-specific services.
2. Contractor shall ensure that funds utilized by this Contract do not supplant Medicaid nor other funds that can cover participant services.
3. Contractor shall determine eligibility for Boulder County participants' status, using the eligibility definition from Boulder County's IDD Mill Levy language per section B above.
4. Contractor may braid or leverage Contract funds with other funding sources to enhance services and/or expand capacity to serve participants.

K. Schedule of Attachments: The following attachments to this Exhibit are hereby attached and incorporated by this reference:

1. Exhibit B-1, Budget Form
2. Exhibit B-2, Sample Income Statement
3. Exhibit B-3, Monthly Invoice Coversheet
4. Exhibit B-4, Program Level Report

EXHIBIT B-1

Budget Form

Boulder County Department of Housing and Human Services 2025 Budget	
Contract Term: 01/01/2025 to 12/31/2025	
Agency Name: A&I Avenues Case Management Agency	
Program Name: Community Centered Board (CCB) and Case Management Agency (CMA)	
2025 Approved Amount	3,344,614
DESCRIPTION	Budget of Line Item
Salaries (list positions and indicate FTE allocated to each source)	
Crisis Specialist (BoCo covering 85%)	\$ 47,338.20
Family Support Navigator (.75 FTE)	\$ 48,812.40
Business Support I (.50 FTE)	\$ 19,000.80
Business Support III (.75 FTE)	\$ 40,608.75
Bilingual FSSP Navigator (.75 FTE)	\$ 51,192.75
Bilingual FSSP Navigator (.75 FTE)	\$ 54,600.00
FSSP Supervisor (.15 FTE)	\$ 8,517.60
FSSP Program Manager (.33 FTE)	\$ 21,621.60
.75 FTE CC342 Payment Specialist	\$ 17,714.97
.2 FTE Business Office A/P clerk	\$ 4,948.94
ASD Coordinator (.75 FTE), Boco is paying 85%	\$ 34,807.50
FSSP Supervisor (.15 FTE)	\$ 8,517.60
FSSP Program Manager (.33 FTE)	\$ 21,621.60
Case Specialist I (2.75)	\$ 202,702.50
Case Specialist II (3 FTE)	\$ 235,872.00
Transitional Case Manager (1 FTE)	\$ 50,000.00
Systems Navigator (1 FTE)	\$ 58,240.00
Intake Business Support (.85 FTE)	\$ 41,600.00
Potential Pay Increases for Early Intervention staff	\$ 72,112.00
Subtotal Salaries	\$ 1,039,829
Payroll Taxes & Benefits	
Crisis Specialist Benefits	\$ 7,740
Taxes and Benefits for FSSP	\$ 64,143
.75 FTE CC342 Payment Specialist	\$ 7,902.52
.2 FTE Business Office A/P clerk	\$ 757.05
Taxes and Benefits for ASD	\$ 17,049
Case Specialist I (2.75)	\$ 18,427.50
Case Specialist II (3 FTE)	\$ 19,656.00
Intake Business Support (.85 FTE)	\$ 10,000.00
Transitional Case Manager (1 FTE)	\$ 10,000.00
Systems Navigator (1 FTE)	\$ 15,000.00
Intake Business Support (.85 FTE)	\$ 10,000.00
Subtotal Payroll Taxes & Benefits	\$ 180,675
Operating Expenses (list costs including travel, rent, utilities, phone, postage, supplies, & printing)	
Crisis IT/Building Costs	\$ 5,500.00
FSSP IT/Building Costs	\$ 19,426.00
Training for FSSP Navigators	\$ 1,500
ASD IT/Building costs	\$ 4,922.50
CM IT/Building Costs	\$ 252,056.00
Subtotal Operating Expenses	\$ 283,405
Equipment (list all costs)	
Equipment	\$ 0
Subcontractor/consultation services (list individual costs)	
Emergency Situations Grants	\$ 300,000.00
Emergency Placements Grants	\$ 25,000.00
Unmet Needs Grant	\$ 25,000.00
FSSP Grants for families	\$ 859,000
IQ/Adaptive Testing	\$ 10,000
Grants for families (Average \$4,490 per family)	\$ 220,000.00
Training for Case Managers	\$ 15,000.00
Wayfinder Costs (85% of annual cost)	\$ 25,500.00
Funding for Clients not yet enrolled for Transitional Case Manager	\$ 50,000.00
Training for Systems Navigator	\$ 1,000.00
Subcontractor/Consultation Subtotal	\$ 1,530,500
Other Costs	
Mileage for Systems Navigator	\$ 2,400.00
Printing for Systems Navigator	\$ 350.00
Advertising/Promotional Supplies for Systems Navigator	\$ 400.00
Flexible Funds for Systems Navigator	\$ 3,000.00
Other Costs Subtotal	\$ 6,150
Subtotal CMA Costs	\$ 3,040,558
10% Admin	\$ 304,056
TOTAL Program Budget	\$ 3,344,614

EXHIBIT B-2
Sample Income Statement

A&I Avenues	
Income Statement	
From January 2025 to December 2025	
Ordinary Income/Expense	
Income	
4001- State Case Mgmt	\$ -
4002- State SLS Mgmt	\$ -
4003- State EI Mgmt	\$ -
4005- State Base EI	\$ -
4010- State Family & Children	\$ -
4040- State SLS	\$ -
4201- Eligibility Determination	\$ -
4250- Section 8 Housing	\$ -
4260- Other Govt Grants	\$ -
4300- Medicaid Admin	\$ -
4301- Medicaid Case Mgmt	\$ -
4330- CES Services	\$ -
4400- Medicaid Residential	\$ -
4401- FACILITY COMM PART	\$ -
4402- NON-FACILITY COMM PART	\$ -
4403- Supported Employment	\$ -
4404- Transportation	\$ -
4405- Behavioral	\$ -
4407- Spec Med Supplies	\$ -
4409- Vision	\$ -
4420- Uncollectible Medicaid	\$ -
4440- MEDICARE PART B	\$ -
4441- MEDICAID- STATE PLAN	\$ -
4460- Medicaid SLS Services	\$ -
4475- Child Welfare County Reserve	\$ -
4500- Food Stamp Revenue	\$ -
4600- Boulder Cnty Revenue	\$ -
4601- Broomfield Cnty Revenue	\$ -
4630- Other Government Income	\$ -
4700- Customer Fees	\$ -
4705- Rent & Utilities Revenue	\$ -
4710- Contract Revenues	\$ -
4735- Interest Income	\$ -
4740- Private Pay	\$ -
4745- TRUST FUND REVENUE	\$ -
4747- Uncollectible State	\$ -

4750- Other Revenue	\$	-
4775- Foundation Grants	\$	-
4780- Gain or Loss on Assets	\$	-
4900- In-Kind Donations	\$	-
Total- Income	\$	-
Expense		
5000-5002- Salaries	\$	-
5005-5010- Employee Taxes	\$	-
5015-5030- Employee Benefits	\$	-
5100-5109- Professional Services	\$	-
5110- Audit Expense	\$	-
5111- Legal	\$	-
5114- Pref Vision	\$	-
5115- Prof Behavioral	\$	-
5120- Consultants	\$	-
5150- Employee Education	\$	-
5160- Employee Events	\$	-
5170- Board of Directors Events	\$	-
5180- Mileage Reimbursement	\$	-
5190- Travel/Entertainment	\$	-
5200- Fuel and Oil	\$	-
5210- Vehicle Maintenance	\$	-
5300- Rent	\$	-
5310- Building Maintenance	\$	-
5320- Electric	\$	-
5321- Water	\$	-
5322- Gas	\$	-
5323- Sewer	\$	-
5324- Trash	\$	-
5325- Cable	\$	-
5330- Janitorial/Supplies	\$	-
5350- Equipment Maintenance	\$	-
5370- Equipment Lease	\$	-
5400- Office Expense	\$	-
5401- Printing/Copier Expense	\$	-
5402- Postage Expense	\$	-
5410- Medical/Client Supplies	\$	-
5411- Spec Med Equip	\$	-
5415- Pharmacy Supplies	\$	-
5420- Other Supplies	\$	-
5421- Technology Supplies	\$	-
5425- Equipment/Furn Over \$100	\$	-
4780- Gain or Loss on Assets	\$	-
4900- In-Kind Donations	\$	-
Total- Income	\$	-

5530- Consumer	\$	-
5550- State Grant	\$	-
5551- Boulder County Grant	\$	-
5552- Broomfield County Grant	\$	-
5700- Liability Insurance	\$	-
5750- Interest Building	\$	-
5755- Interest Expense	\$	-
5800- Advertising	\$	-
5425- Equipment/Furn Over \$100	\$	-
5450- Telephone	\$	-
5455- T1/Computer Lines	\$	-
4560- Dues and Fees	\$	-
5470- Pubs and Subs	\$	-
5490- Food	\$	-
5495- Food Stamp Expense	\$	-
5500- Consumer Activities	\$	-
5505- Audit Refunds	\$	-
5530- Consumer	\$	-
5550- State Grant	\$	-
5551- Boulder County Grant	\$	-
5552- Broomfield County Grant	\$	-
5700- Liability Insurance	\$	-
5750- Interest Building	\$	-
5755- Interest Expense	\$	-
5800- Advertising	\$	-
5810- Bad Debt Expense	\$	-
5820- Fund Raising Expense	\$	-
5830- Advertising/PR/Fred Only	\$	-
5830- Other Expenses	\$	-
5850- Bank/Payroll Charges	\$	-
5900- In-Kind Expense	\$	-
8000-8050 Deprec	\$	-
Total Expense	\$	-
Net Ordinary Income		
Other Income and Expenses		
Other Income		
4730- Realized Investment Earnings	\$	-
4731- Unrealized Investment Earnings	\$	-
Total- Other Income		
Other Expense		
9000- Periodic Pension Cost	\$	-
Total- Other Expense	\$	-

EXHIBIT B-3
Sample Monthly Invoice Coversheet

Case Management Functions	Original Allocation	Jan-2025	Feb-2025	Mar-2025	Apr-2025	May-2025	Jun-2025
Case Management Functions	250,000						
Emergency Situations	150,000						
Emergency Placements	75,000						
Unmet Needs	75,000						
Family Support Services Program	855,000						
Autism Spectrum Disorder	295,000						
OHCDS	100,000						
Total CM Functions	18,000,000.00						

Jul-2025	Aug-2025	Sep-2025	Oct-2025	Nov-2025	Dec-2025	Total Billed	% Billed
							0%
							0%
							0%
							0%
							0%
							0%
							0%
							0%
							0%
							0%
							0%

EXHIBIT B-4

Program Level Report

Name of Organization:	A&I Avenues							
Name of Program (should match funding award):								
Name of Person Completing Report:								
Program staff email to use if questions arise:								
Quarterly Metrics	Q1	Q1	Q2	Q2	Q3	Q3	Q4	Q4
	Unduplicated	Duplicated	Unduplicated	Duplicated	Unduplicated	Duplicated	Unduplicated	Duplicated
Crisis Management cases 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 cases by Residency	0	0	0	0	0	0	0	0
Crisis Management cases by Age								
0-5								
6-12								
13-17								
18-24								
25-54								
55 or older								
Child- Age Unknown								
Adult- Age Unknown								
Total	0	0	0	0	0	0	0	0
(Total Unable to Serve)								
Race								
American Indian/Alaska Native								
Asian								
Black/African American								
Native Hawaiian or other Pacific Islander								
Mixed Race								
White/Caucasian								
Other								
Unknown								
Total Race	0	0	0	0	0	0	0	0
Hispanic, Latino or Spanish origin								
No, Not of Hispanic, Latina/o, or Spanish origin								
Yes, of Hispanic, Latina/o, or Spanish origin								
Unknown								
Total Origin	0	0	0	0	0	0	0	0
TOTAL Number of individuals served by Program by Gender								
Male								
Female								
Non-binary								
Genderqueer/Gender non-conforming								
Agender								
Two-Spirit (specific to Indigenous respondents)								
Transgender								
GENDER Unknown								
Total Origin	0	0	0	0	0	0	0	0
Referrals outside A&I Avenues funding								
	Q1	Q1	Q2	Q2	Q3	Q3	Q4	Q4
	Unduplicated	Duplicated	Unduplicated	Duplicated	Unduplicated	Duplicated	Unduplicated	Duplicated

Name of Organization:	A&I Avenues			
Name of Program (should match funding award):				
Name of Person Completing Report:				
Program staff email to use if questions arise:				
Quarterly Metrics	Q1	Q2	Q3	Q4
Number of clients served by A&I Avenues				
Numer of clients 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 Age				
0-5				
6-12				
13-17				
18-24				
25-54				
55 or older				
Child- Age Unknown				
Adult- Age Unknown				
Total	0	0	0	0
(Waitlist/Unable to Serve)				
Case Management Agency Served By Program				
Case Management / CMA Functions				
Family Support Services Program (Individuals enrolled)				
Autism Spectrum Disorder Program				
IQ and or adaptive testing				
Organized Healthcare Delivery System (OHCDs)				
Race				
American Indian/Alaska Native				
Asian				
Black/African American				
Native Hawaiian or other Pacific Islander				
Mixed Race				
White/Caucasian				
Other				
Unknown				
Total Race	0	0	0	0
Hispanic, Latino or Spanish origin				
No, Not of Hispanic, Latina/o, or Spanish origin				
Yes, of Hispanic, Latina/o, or Spanish origin				
Unknown				
Total Origin	0	0	0	0
TOTAL Number of individuals served by Program by Gender	Q1	Q2	Q3	Q4
Male				
Female				
Non-binary				
Genderqueer/Gender non-conforming				
Agender				
Two-Spirit (specific to Indigenous respondents)				
Transgender				
GENDER Unknown				
Total Origin	0	0	0	0
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, how do you know that the program is successful please provide a metric please do so here:				

Name of Organization:	A & I Avenues			
Name of Program (should match funding award):	System Navigation			
Name of Person Completing Report:				
Program staff email to use if questions arise:				

Quarterly Metrics				
Number of referrals by residency for systems navigation	Q1	Q2	Q3	Q4
Boulder				
Lafayette				
Louisville				
Longmont				
Other Cities Inside Boulder County (Erie Superior)				
Homeless Inside Boulder County				
Mountain Region				
Unknown				
Number of Referrals	0	0	0	0
All Referrall Cases By Age	Q1	Q2	Q3	Q4
0-5				
6-12				
13-17				
18-24				
25-54				
55 or older				
Child- Age Unknown				
Adult- Age Unknown				
Total	0	0	0	0
(Waitlist/Unable to Serve)				
Race	Q1	Q2	Q3	Q4
American Indian/Alaska Native				
Asian				
Black/African American				
Native Hawaiian or other Pacific Islander				
Two or More Races				
White/Caucasian				
Other				
Unknown				
Total Race	0	0	0	0
Hispanic, Latino or Spanish origin	Q1	Q2	Q3	Q4
No, Not of Hispanic, Latina/o, or Spanish origin				
Yes, of Hispanic, Latina/o, or Spanish origin				
Unknown				
Total Origin	0	0	0	0
Referral Source	Q1	Q2	Q3	Q4
Boulder County				
BVSD				
Other (PCP or PASA)				
CPWD				
A & I Avenues				
Jail/Criminal Justice				
DVR				
Advocate				
Mental Health Partners				
ACL				
APS/CPS				
The Our Center				
Sister Carmen				
Current waiver participant				
Community Member				
Self				
SVVSD				
Total	0	0	0	0

Resources referred to	Q1	Q2	Q3	Q4
ACL				
CPWD				
Family Resource Network				
Abby Care				
Formerly ACMI				
Boulder County Human Services				
Boulder Housing Partners				
Boulder Neuropsychological Services				
Brain Injury Alliance of Colorado				
Colorado Healing Collective				
Cultivate				
DVR				
Frontier Internal Medicine				
A & I Avenues				
Inspiring Talkers				
Precious Child				
Other				
Total	0	0	0	0
Successful Systems Applied to	Q1	Q2	Q3	Q4
Medicaid				
Social Security				
A & I Avenues				
ACMI				
Housing Voucher				
Division of Vocational Rehabilitation				
LTC				
LEAP				
SNAP				
CCAP				
RTD/Access-A-Ride				
Other (system does require application)				
Total	0	0	0	0
Unsuccessful Systems Applied to	Q1	Q2	Q3	Q4
Medicaid				
Social Security				
Imaginel				
ACMI				
Housing				
Division of Vocational Rehabilitation				
LTC				
LEAP				
SNAP				
CCAP				
Other				
Total	0	0	0	0
All active system navigation cases by SSM domains addressed	Q1	Q2	Q3	Q4
Food				
Housing				
Income				
Childcare				
Employment				
Money Management				
Transportation				
Workplace Skills				
Adult Education				
Child Education				
Parenting Skills				
Relationship Safety				
Support System				
Life Skills (Household Management)				
Healthcare Coverage				
Physical Health				
Mental Health				
Substance Abuse				
Functional Ability				
Criminal Justice System				
Legal (non-criminal)				
Barriers	Q1	Q2	Q3	Q4
Delay in scheduling Assessments greater than 30days				
Delay in scheduling Assessments greater than 60days				
Delay in scheduling Assessment greater than 90 days				
Lack of natural supports				
Lack of documentation				
Delay of enrollment greater than 30 days				
Delay of enrollment greater than 60 days				
Delay of enrollment greater than 90 days				
Delay in processing greater than 30 days				
Delay in processing greater than 60 days				
Delay in processing greater than 90 days				
Waitlist (ASD program or State SLS waiver)				
Lack of engagement				
Lack of funding to achieve goal				

Quarterly Questions for Funders:				
	Q1	Q2	Q3	Q4
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, How do you know that the program is successful please provide a metric please do so here:				

Funding Agreement

Department of Human Services
Community Partnership Grant Program

SUMMARY	
Contract Identification	
Oracle Number	800045
Agreement Name	OUR Center-HS-Community Partnership Grant Funding Agreement
County Information	
Office or Department	Human Services
Division/Program	Partnerships, Contracts, and Services
Mailing Address	P.O.Box 471, Boulder, CO 80306
Project Manager Name and Email	Whitney Wilcox; wwilcox@bouldercounty.gov
Other Contact Name and Email	Jahlia Daly; Jdaly@bouldercounty.gov
Recipient Information	
Legal Entity Name	Outreach United Resource Center, Inc
Recipient d/b/a (if any)	OUR Center
Mailing Address	220 Collyer Street, Longmont, CO 80501
Signer Name and Email	Marc Cowell marc@ourcenter.org
Other Contact Name and Email	Elaine Klotz elaine@ourcenter.org
Term	
Start Date	1/1/2025
Expiration Date	12/31/2025
Amount	
Funding Amount (not to exceed)	442534
Agreement Documents	
Exhibit A - Use of Funds & Payment Schedule	
County Internal Use Only - Notes	
Gen Fund = HSSN Fund = 112.45071.78510.1020.101290.H113	

THIS FUNDING AGREEMENT ("Agreement") 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 Human Services ("County") and Outreach United Resource Center, Inc ("Recipient"). County and Recipient are each a "Party," and together, the "Parties."

RECITALS

- A. The Community Partnership Grant Program funds local resources to enhance the well-being of Boulder County residents, creating opportunities for individuals and families to succeed, strengthening our community, and building a resilient and sustainable future, all as explained in more detail at <https://bouldercounty.gov/departments/human-services/community-partnership-grant/> (the "Grant Program").
- B. Recipient submitted an application to the County in response to its most recent request for applications ("RFA").
- C. Recipient's application was reviewed and evaluated by the County and determined by the County to merit an award under the Grant Program.

AGREEMENT

1. Incorporation into Agreement: The **Summary**, **Recitals**, and **Agreement Documents** are incorporated into this Agreement by reference.
2. Use of Funds: Recipient must use the **Funding Amount** for the purposes, and pursuant to the terms, set forth in the Agreement Documents and in accordance with the Grant Program requirements, including the terms of the RFA.
3. Term of Agreement: The **Term** begins on the **Start Date** and expires on the **Expiration Date**, unless terminated sooner. The Funding Amount must be used during the Term.
4. Payment of Grant Funding: Subject to the terms contained herein, County will pay to Recipient an amount not to exceed the Funding Amount in accordance with the **Agreement Documents** if Recipient (a) submits a complete and accurate invoice in a format approved by the County and (b) provides supporting documentation sufficient to demonstrate compliance with this Contract, as determined by the County in its sole discretion.
5. Indemnity: Recipient will indemnify and hold harmless County, its elected officials and appointed department heads, and its employees, agents and representatives (the "indemnified parties"), from any liability, including reasonable attorneys' fees, arising out of any claim brought by a third party against any of the indemnified parties as a result or on account of the negligent actions or omissions, willful misconduct of, or breach of contract by, Recipient, its employees, agents or representatives, or other persons acting under Recipient's direction or control. This provision shall survive expiration or termination of this Agreement. Nothing contained in this Agreement is intended to limit or restrict the indemnification rights or obligations of any Party under this provision, or damages available for breaches of the obligations herein.
6. Nondiscrimination: Recipient will comply with the letter and spirit of 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. County prohibits unlawful discrimination on the basis of race, color, religion, gender, gender identity, national origin, age 40 and over, disability, socio-economic status, sexual orientation, genetic information, or any other status protected by applicable Federal, State or local law. Recipient must require that its subcontractors, if any, similarly comply with all applicable laws concerning discrimination and unfair employment practices.
7. Information and Reports: Recipient will provide to authorized County, State, and Federal government representatives all information and reports that may be required for any purpose

authorized by law. Recipient will permit access to such representatives to Recipient's facilities, books, records, accounts, and any other relevant sources of information. Where information required by a representative is in the exclusive possession of a person or entity other than Recipient, Recipient must so certify to the County and explain what efforts it has made to obtain the information.

8. Independent Contractor: Recipient is an independent contractor for all purposes. Recipient is not an employee of the County 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, County will not withhold or pay any income tax, payroll tax, or retirement contribution of any kind on behalf of Recipient or Recipient's employees. Recipient will exercise complete authority over its personnel and agents and will be fully responsible for their actions.

9. Termination for Breach: Either Party's failure to perform any of its material obligations under this Agreement, 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 Recipient, or the appointment of a receiver or similar officer for Recipient 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 notified Party does not cure the breach, at its sole expense, within thirty (30) days after delivery of notice, the non-breaching Party may exercise any of its remedies provided under this Agreement or at law, including immediate termination of this Agreement.

10. Termination for Convenience: County may terminate this Agreement, in whole or in part, for any reason and without penalty, upon thirty (30) days' advance written notice to Recipient.

11. Remedies for Non-Compliance: If Recipient fails to perform any of its obligations under this Agreement, County may, at its sole discretion, and in addition to any remedies available at law or in equity, require Recipient to repay to County all or any part of the Funding Amount.

12. Notices: All notices provided under this Agreement 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 Summary. 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.

13. Statutory Requirements: This Agreement 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 County receives a claim for payment from a supplier or subcontractor of Recipient upon notice of final settlement (required for public works contracts 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.

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

15. Assignment/Subcontractors: This Agreement may not be assigned or subcontracted by Recipient without the prior written consent of the County. If Recipient subcontracts any of its obligations under this Agreement, Recipient will remain liable to the County for those obligations and will also be responsible for subcontractor's performance under, and compliance with, this Agreement.
16. Governing Law/Venue: The laws of the State of Colorado govern the construction, interpretation, performance, and enforcement of this Agreement. Any claim relating to this Agreement or breach thereof may only be brought exclusively in the Courts of the 20th Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.
17. Breach: The failure of either Party to exercise any of its rights under this Agreement will not be deemed to be a waiver of such rights or a waiver of any breach of the Agreement. All remedies available to a Party in this Agreement are cumulative and in addition to every other remedy provided by law.
18. Severability: If any provision of this Agreement becomes inoperable for any reason but the fundamental terms and conditions continue to be legal and enforceable, then the remainder of the Agreement will continue to be operative and binding on the Parties.
19. Third-Party Beneficiary: Enforcement of the terms and conditions and all rights and obligations of this Agreement are reserved to the Parties. Any other person receiving services or benefits under this Agreement is an incidental beneficiary only and has no rights under this Agreement. Notwithstanding, where the beneficiary **Department** is led by an Elected Official, such Elected Official shall be considered a third-party beneficiary.
20. Colorado Open Records Act: County may disclose any records that are subject to public release under the Colorado Open Records Act, C.R.S. § 24-72-101, et seq.
21. Conflict of Provisions: If there is any conflict between the terms of the main body of this Agreement and the terms of any of the Agreement Documents, the terms of the main body of the Agreement will control.
22. Governmental Immunity: Nothing in this Agreement shall be construed in any way to be a waiver of the County's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.
23. Representations and Warranties: Recipient represents and warrants the following:
- Execution of this Agreement and performance of its obligations herein are within Recipient's duly authorized powers;
 - The individual executing this Agreement is authorized to do so by Recipient; and
 - Recipient 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 Recipient.
24. Legal Compliance: Recipient assumes full responsibility for obtaining and maintaining any permits and licenses required to carry out its obligations hereunder. Recipient's performance under this Agreement will comply with all Federal, State, and local laws, regulations, ordinances and codes.
25. 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 beneficiary

Department and their designees to act on behalf of the County under the terms of this Agreement, including but not limited to the authority to terminate this Agreement.

26. Publicity Releases: Recipient will not refer to this Agreement or the County in commercial advertising without prior written consent of the County. This provision shall survive expiration or termination of this Agreement.

27. Execution by Counterparts; Electronic Signatures: This Agreement 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 Agreement 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 Agreement 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.

28. Limitation of Liability: COUNTY SHALL NOT BE LIABLE TO RECIPIENT FOR ANY DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

[Signature Page to Follow]

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

SIGNED for and on behalf of Boulder County		SIGNED for and on behalf of Recipient
Signature:		Signature:
Name:		Name:
Title:		Title:
Date:		Date:
↓↓For Board-signed documents only↓↓		
Attest:	Initials	
Attestor Name:		
Attestor Title:		

Exhibit A - Use of Funds

A. Project Description

Boulder County Human Services (BCHS) is committed to building a thriving future together, centering racial equity and opportunity for all. Through its Community Partnership Grant (CPG) program, BCHS supports community partners addressing complex challenges and providing essential services to individuals and families in need across Boulder County. Funded in part by the voter-approved Human Services Safety Net (HSSN) tax, CPG funding addresses critical gaps in health, housing, and human services. Key priorities for CPG funds include housing stability, employment and income stability, access to adequate food and nutrition, health and well-being, safety, and early childhood care and education.

B. Performance Responsibilities

The Recipient agrees to, in accordance with the terms and conditions in this Agreement, provide the following services in a timely and satisfactory manner:

1. Serve as a Family Resource Center (FRC), providing holistic, family-centered support that connects individuals and families to community resources, fosters long-term self-sufficiency, and addresses the interconnected needs of families.
2. Provide comprehensive safety net services to low-income Longmont community members, addressing immediate basic needs such as access to food, financial assistance for rent, and utilities, reducing barriers to stability, and improving overall well-being.
3. Offer resource navigation through a bilingual, bicultural team of resource navigators and a Mountain Resource Liaison, ensuring equitable access to services for diverse communities, including those in rural and mountain areas within Recipient's service area, helping individuals and families connect to relevant resources that meet their immediate and long-term needs, such as housing referrals, employment resources, and healthcare access.
4. Support two-generational programming that empowers families across generations aimed at building long-term stability and self-sufficiency.
5. Provide coaching and consultation for secondary trauma, offering support to staff who work directly with individuals and families to ensure they have the tools and resources necessary to manage the demands of their work.
6. As needed, work collaboratively with BCHS staff to develop and distribute culturally appropriate marketing materials that work to destigmatize access and enrollment in public assistance benefits.
7. As needed, assist participants in accessing self-reliance benefits using the Colorado PEAK online application and/or by creating a Boulder County Connect (BCC) Account and encourage the use of these online systems for accessing case information, completing required actions on their cases, and uploading documents.
8. Ensure services are provided in a culturally, linguistically, and equitably appropriate manner.
9. Funds will not be used to supplant Medicaid, Medicare, or private insurance funded services.

C. Target Population

The target population includes individuals and families who are Boulder County community members in the geographic service area for Recipient in Boulder County. Recipient shall ensure that priority for services is provided to individuals and families within the geographic service area who are at high risk or have unmet needs. Persons receiving services must reside in Boulder County.

D. Referrals for Service

1. Recipient agrees to accept referrals from BCHS and other service providers and government agencies operating in Boulder County who serve similar populations.
2. Recipient agrees to work collaboratively with BCHS and other community partners to ensure participants are enrolled in all self-sufficiency benefits they are eligible to receive.
3. Recipient agrees to make referrals to appropriate service providers in effort to move participants from crisis to stability, establishing a network of care supporting the participant.

E. Meetings and Communications

1. BCHS and Recipient may meet bi-annually to evaluate Agreement usage and program effectiveness that may include:
 - a) recommendations for modifications in the scope of services for this Agreement,
 - b) technical assistance necessary to enable the performance of this Agreement by Recipient, or
 - c) the specification of necessary additional services to enable Recipient's performance of the services provided under this Agreement.
2. A fiscal review may be conducted during the Agreement term. Prior to this review, BCHS may request a copy of Recipient's published annual report for the prior year.
3. BCHS will communicate with Recipient regarding applicable trainings and meetings as available.

F. Reporting Requirements

1. Recipients must submit four (4) quarterly reports and one (1) end-of-year report. The content of the report will include:
 - a) Demographic information about clients served:
 - (1) For Non-community Connect users: Client counts (duplicated and unduplicated), client demographic data (ZIP Code of residence, age, gender identity, sexual orientation, race/ethnicity, language of household). (Exhibit A-2) (Exhibit A-4)
 - (2) For Community Connect Users: Client counts (duplicated and unduplicated), sexual orientation, language of household). (Exhibit A-2) (Exhibit A-4) (All other demographic information about client served should be reported using Community Connect on a rolling basis)
 - b) Reporting tables contained in this Agreement, as Exhibit A-2 Quarterly Reporting Form, are examples only. BCHS will provide Recipient with tailored evaluation metrics for their program and Recipient must complete reports on these agreed upon metrics by the due dates listed in Exhibit A-3, Reporting Calendar Table. Individual reporting forms will be distributed to the Recipient within 30 days of execution of this Agreement.
 - c) Responses to specified narrative questions.
2. Reports must include aggregated data and should not include client-level information inclusive of Personal Identifiable information (PPI), unless data is reported via Community Connect.
3. Quarterly reports are due by the 20th day following the end of each calendar quarter. The end-of-year report is due by January 31st of the subsequent year (Exhibit A-3)
4. Submission Process:
 - a) Boulder County will provide a link to a Microsoft Form for report submission within the first 7 business days of the reporting period. This link will remain open until the working day following the report due date.
 - b) Access to the Microsoft Form is restricted to the designated email address provided by the Recipient. Recipients must ensure contact details are current and report any changes promptly to the BCHS CPG Program Manager and BCHS Data and Performance Team to the email hsdatareporting@bouldercounty.gov
5. Timeliness and Completeness Requirements:

- a) All Recipients are required to submit fully completed quarterly and yearly reports using MS Forms by the due dates, no other formats will be accepted.
 - b) Community Connect users must enter demographic information on a rolling basis and complete quarterly and yearly reports) via the provided MS Form in a timely manner.
- 6. Failure to Comply with Reporting Requirements:
 - a) If a Recipient is unable to meet the reporting requirements, they must notify the BCHS CPG Program Manager and BCHS Data and Performance Team to the email hsdatareporting@bouldercounty.gov This includes circumstances where:
 - (1) Reports cannot be submitted on time.
 - (2) Reports are incomplete or missing information.
 - b) Recipients may request an extension, subject to approval by Boulder County, and must provide justification for any missing information. The BCHS Data and Performance Team, along with the BCHS CPG Program Manager, will review such requests
- 7. Reimbursement Contingency and Non-Compliance Consequences:
 - a) Financial Reimbursement is contingent upon timely submission of fully completed data reports. BCHS reserves the right to withhold reimbursement until reports are submitted, unless an extension is granted.
 - b) Failure to submit timely, complete reports or to communicate effectively constitutes a breach of Funding Agreement and may result in the suspension or termination of the Funding Agreement, as well as a suspension of financial reimbursement.

G. Budget

- 1. The total dollar amount for this Agreement shall not exceed **\$442,534**. The approved budget is included as Exhibit A-1, Budget Form.
- 2. Recipient has the discretion to transfer up to ten percent (10%) of the total approved budget between the major direct cost budget categories with the prior written approval of BCHS. Approval must be obtained in writing prior to submitting invoices. Any budget transfer greater than ten percent (10%) also requires prior written approval from an authorized BCHS representative and at the discretion of BCHS, may require an Agreement amendment.

H. Payment Requirements

1. Monthly Invoicing
 - a) BCHS shall provide Recipient with a monthly invoice template.
 - b) Recipient 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.
 - c) Monthly invoiced expenses shall be for actual expenditures incurred by the Recipient.
 - d) BCHS shall not pay for vacant positions funded through this Agreement.
 - e) Monthly invoiced expenses may not be reimbursable by any other funding source.
 - f) 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.
 - g) The invoice shall contain the name and title of the person authorized, or his or her designee, to submit claims for payment.
 - h) All invoices, supporting documentation, and applicable reports shall be submitted electronically to BCHS via email to:
hhsaccountingoffice@bouldercounty.gov.
2. Supporting Documentation

- a) Monthly invoices shall be supported by a general ledger and/or sub-ledger detail generated from the Recipient's accounting system to include payee, description, date, and amount.
 - (1) For participant services, participant name and purpose must be included (for those participants who have signed an authorization to release information).
 - (2) 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.
- b) Supporting documentation submitted with monthly invoices must meet or exceed the amount being invoiced.
- c) Recipient shall keep on site for BCHS review, for the Agreement term plus three years, the following supporting documentation for each invoice:
 - (1) Non-personnel reimbursements must be supported by general ledger or sub-ledger detail generated from Recipient's accounting system.
 - (a) The ledger detail should include payee, description, date and amount.
 - (b) For participant services, participant name and purpose must be maintained on file (for those participants who have signed an authorization to release information).
 - (c) The documentation should include all receipts and/or other original support. Receipts are required for purchases from a single vendor more than \$100.
 - (d) Travel expenditures should include travel expense reports.
 - (e) Mileage will be reimbursed at a rate equal to or less than the IRS standard mileage rate.
 - (2) 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.
 - (a) 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 BCHS during financial review visits or upon request.

d) If Recipient does not produce sufficient documentation as described above at financial review visits, BCHS has the right to recapture any unsupported payments.

3. Payments

a) Monthly invoices, supporting documentation, and all required deliverables as outlined in Exhibit A, Section F, Reporting Requirements must be submitted in a timely manner and in accordance with the terms of the Agreement in order to receive payment.

b) BCHS will reimburse the Recipient within 30 days of receipt and approval of a fully supported and payable invoice. BCHS will follow-up with Recipient within 15 days of receipt should there be any questioned or unsupported costs.

c) Invoices submitted beyond 90 days will not be paid. Final invoices must be received within 30 days after the end date of the Agreement Term.

4. Internal Controls

a) Recipient shall maintain written internal control policies and procedures around financial and accounting practices, including procurement policies and procedures.

b) Confidentiality of Client Information and Records: Recipient shall maintain best practices for safeguarding confidential information, including signed certification from Recipient's directors, officers and employees.

c) Conflict of Interest: Recipient shall maintain best practices regarding conflicts of interest, including signed certification from Recipient's directors, officers and employees.

d) Written policies and procedures shall be made available to BCHS during financial review visits or upon request. During the Agreement term, BCHS will request to review Recipient's procurement policy.

I. Schedule of Attachments

1. Exhibit A-1 – Budget Form
2. Exhibit A-2 – Quarterly Reporting Form
3. Exhibit A-3 – Reporting Calendar Table
4. Exhibit A-4 – End of Year Narrative

Exhibit A-1 Budget Form

Boulder County Department of Housing and Human Services HSSN 2025 Budget

Contract Term: 01/01/2025 to 12/31/2025

Agency Name: OUR Center

Program Name: Family Resource Center and ISDMC + Mountain Resource Liaison

2025 Approved Budget Amount

\$442,534

DESCRIPTION	2025 Budget
Salaries <i>(list positions and indicate FTE allocated to each source)</i>	
Family Development Services Director 1 FTE	\$ 70,000.00
Family Development Services Manager 1 FTE	\$ 45,000.00
Resource Specialist FRC 1 FTE	\$ 47,000.00
Lead Resource Specialist FRC 1 FTE	\$ 50,000.00
Resource Specialist FRC 1 FTE	\$ 47,000.00
Participant Relations Manager FRC 1 FTE	\$ 45,000.00
Intake Specialist FRC 1 FTE	\$ 45,000.00
Mountain Resource Liaison 1 FTE	\$ 55,000.00
Payroll Taxes & Benefits	
Benefits	\$ 30,034
Operating Expenses <i>(list costs including travel, rent, utilities, phone, postage, supplies, & printing)</i>	\$ -
Equipment <i>(list all costs)</i>	\$ -
Subcontractor/consultation services <i>(list individual costs)</i>	
Coaching and Consultation for secondary trauma	\$ 8,500.00
Other Costs	\$ -
TOTAL Program Budget	\$ 442,534.00

Exhibit A-2 Quarterly Reporting Form

Recipient will receive (2) Microsoft (MS) Form links one with demographic information and narratives and second one with the program evaluation metrics (outputs and Outcomes) that contains the following information. The following form is an example of what you would complete in MS Excel.

QUARTERLY REPORTING DEMOGRAPHIC DATA

Name of Organization:		
Name of Program (should match funding award):		
Name of Person Completing Report:		
Program staff email to use if questions arise:		
Year	2025	
Quarter reported: <i>In the drop down menu select</i> <i>(1) DATA FROM January 1 to March 31</i> <i>(2) DATA FROM April 1 to June 30</i> <i>(3) DATA FROM July 1 to September 30</i> <i>(4) DATA FROM October 1 to December 31</i>		
Quarterly Reporting Metrics	TOTAL UNDUPLICATED CLIENTS	TOTAL DUPLICATED CLIENTS
TOTAL Number of individuals served by Program		
TOTAL Number of individuals served by residency	TOTAL UNDUPLICATED CLIENTS	TOTAL DUPLICATED CLIENTS
80025 Eldorado Springs		
80026 Lafayette		
80027 Louisville		
80028 Louisville		
80301 Boulder		
80302 Boulder		
80303 Boulder		
80304 Boulder		
80305 Boulder		
80306 Boulder		
80307 Boulder		
80308 Boulder		
80309 Boulder		
80310 Boulder		
80314 Boulder		
80321 Boulder		

80322 Boulder		
80323 Boulder		
80328 Boulder		
80329 Boulder		
80422 Black Hawk		
80455 Jamestown		
80466 Nederland		
80471 Pinecliffe		
80481 Ward		
80501 Longmont		
80502 Longmont		
80503 Longmont		
80504 Longmont		
80510 Allenspark		
80516 Erie		
80533 Hygiene		
80540 Lyons		
80544 Niwot		
Homeless Inside BOCO Count		
Sheltered - Count		
Unsheltered - Count		
Unstable Housing (Double Up, Couchsurfing, Living in Vehicle) - Count:		
Double up		
Couchsurfing		
Living in Vehicle		
Homeless Outside BOCO Count		
Sheltered - Count		
Unsheltered - Count		
Unstable Housing (Double Up, Couchsurfing, Living in Vehicle) - Count:		
Double up		
Couchsurfing		
Living in Vehicle		
Other Cities Outside BOCO		
Residency Unknown / Refuses to disclose		
TOTAL Number of individuals served by Program by AGE	TOTAL UNDUPLICATED CLIENTS	TOTAL DUPLICATED CLIENTS
0-4		
5 - 9		
10 - 14		

15-18		
19-24		
25-34		
35-44		
45-54		
55-64		
65-74		
75 or older		
Age Unknown / Refuses to disclose		
TOTAL Number of individuals served by Program by Gender Identity	TOTAL UNDUPLICATED CLIENTS	TOTAL DUPLICATED CLIENTS
Male		
Female		
Gender nonconforming		
Not listed		
Transgender		
Gender Identity Unknown / Refuses to disclose		
N/A (Please select this if expanded gender identity is not applicable data point for the population you served)		
TOTAL Number of individuals served by Program by Sexual Orientation	TOTAL UNDUPLICATED CLIENTS	TOTAL DUPLICATED CLIENTS
Heterosexual/Straight		
Gay		
Lesbian		
Bisexual		
Pansexual		
Asexual		
Queer		
Multiple Identities		
Sexual Unknown / Refuses to disclose		
N/A (Please select this if expanded sexual orientation is not applicable data point for the population you served)		
TOTAL Number of individuals served by Program - Race	TOTAL UNDUPLICATED CLIENTS	TOTAL DUPLICATED CLIENTS
American Indian/Alaska Native		
Asian		
Black/African American		
Native Hawaiian or other Pacific Islander		

Mixed Race		
White/Caucasian		
Other		
RACE Unknown / Refuses to disclose		
TOTAL Number of unduplicated individuals served by Program - Hispanic, Latinx or Spanish origin - Ethnicity	TOTAL UNDUPLICATED CLIENTS	TOTAL DUPLICATED CLIENTS
No, not of Hispanic, Latinx, or Spanish origin		
Yes, of Hispanic, Latinx, or Spanish origin		
Other ethnic origin		
Ethnicity Unknown / Refuses to disclose		
TOTAL Number of households served by Program - Primary Household Language	TOTAL UNDUPLICATED CLIENTS	TOTAL DUPLICATED CLIENTS
English		
Spanish		
Other		
Primary Household Language Unknown / Refuses to disclose		
TOTAL Number of households* served by Program		
Number of households with children ages 0-17		
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. Use the space below to share any program and/or client success that can be shared with the wider community:		

QUARTERLY REPORTING PROGRAM EVALUATION

Name of Organization:	<insert name of organization>
Name of Program (should match funding award):	<insert name of program>
Name of Person Completing Report:	<insert name of person completing form>
Program staff email to use if questions arise:	<insert email address>
Program Evaluation Metrics	

<p>Outputs: Please enter a value that quantify the outputs listed in your Funding Agreement. For example, if one of your outputs is “number of therapeutic sessions delivered”, enter the number of therapeutic sessions delivered during the reporting period.</p>	
<p>Outcome 1 Under each of your contracted outcomes, please complete the following.</p>	
<p>Number of clients measured for outcomes: please enter the number of clients that were eligible for outcome measurements during this reporting period. This should align with the information that your provided in your Funding Agreement around “Candidate for outcome measurement” and “Measurement frequency”</p>	
<p>Number of clients successfully meeting outcome: please enter the number of clients that have achieved the outcome according to the “Definition of Success” included in your Funding Agreement for this outcome.</p>	
<p>Outcome Success Rate: please enter the percentage of your outcome success. This can be obtained by doing the following calculation = (Number of clients successfully meeting outcome/number of clients measured for outcome) x 100.</p>	
<p>Outcome Success explanation: use this narrative field to enter any information that you would like to share to explain any difference that may exist between your outcome success rate, and the percentage included in your Funding Agreement for the “Outcome statement” associated with this outcome. You may also choose to add information that would help us understand any discrepancies between the total number of clients you have served, and the number of clients measured for outcome during this reporting period.</p>	
<p>Outcome 2</p>	<p>If selected more than 1 Outcome on the Funding Agreement</p>

Exhibit A-3 Reporting Calendar Table

REPORTING TIMETABLE		
Report	Reporting Period	Report Due Date:
2025 – Q1 Reporting	January 1st to March 31 st , 2025	April 20 th , 2025
2025 – Q2 Reporting	April 1st to June 30 th , 2025	July 20 th , 2025
2025 – Q3 Reporting	July 1st to September 30 th , 2025	October 20 th , 2025
2025 – Q4 Reporting	October 1st to December 31 st , 2025	January 20 th , 2026
2025 – End of Year Reporting	January 1 st to December 31 st , 2025	January 31 st , 2026

Exhibit A-4 End of the year narrative

Legal Name of Organization:	<insert name of organization>
DBA (if Applicable):	<insert doing business as name (if applicable)>
CEO / Executive Director:	<insert name of director or CEO>
Name of Program (should match funding award):	<insert name of program>
Name of Person Completing Report:	<insert name of person completing form>
Program staff email to use if questions arise:	<insert email address>
Grant Amount:	<insert grant amount>
END OF THE YEAR NARRATIVE	
OVERVIEW OF THE FUNDING AGREEMENT (Summary of the Grant Purpose)	
PROGRESS AND RESULTS (a) Describe the progress made toward the goals and objectives as stated in the funded grant application. (b) Summarize the organization's key evaluation results related to the funded grant.	
SUCCESSSES AND CHALLENGES. Describe the significant successes and challenges the organization experienced related to the funded grant.	
LESSONS LEARNED Describe what the organization learned based upon the results, successes, and challenges reported in Questions 9 and 10. Address programmatic, evaluative, or organizational changes that will be made based upon these lessons learned.	
FINANCIAL SUMMARY You can describe the schedule and budget set for the Funding Agreement and if the team stayed within those limits in this section. If the project didn't stay within those limits, list the reasons why.	

<p>DEMOGRAPHICS SUMMARY</p> <p>Describe the population served during the year (ages, race, origin, residency), including percentages and numbers if available. You can also provide observations. i.e., During the year, we notice an increase/decrease of people in (ages, race, origin, residency) due to ...</p> <p>Is the population targeted at the beginning the same that you serve? If not, describe changes.</p> <p>If there is any increase or decrease in your population, please describe why.</p>	
<p>SUCCESS STORIES</p> <p>Please share a success story of an individual or group's actions in this program that we can share with the public.</p>	

Intergovernmental Agreement between Boulder County and the Town of Erie Regarding Trail Construction and the Ongoing Management of the Prairie Run Connector Trails

This Intergovernmental Agreement (the "Agreement") is made by and between the County of Boulder (the "County"), a body corporate and politic of the State of Colorado, and the Town of Erie (the "Town"), a Colorado home rule municipality (each a "Party" and collectively the "Parties")

Whereas, Colorado Constitution Article XIV, Section 18(2)(a), C.R.S. §§ 29-1-201, *et seq.*, and C.R.S. § 30-11-410, provide that political subdivisions of the State may contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating units;

Whereas, the County owns and/or manages more than 100,000 acres of open space lands and 120 miles of trails within Boulder County;

Whereas, the Town owns and/or manages more than 1,500 acres of land as open space land and 38 miles of trails within Boulder County;

Whereas, part of the Parties' respective missions is to provide the public with passive recreational opportunities that reflect sound resource management and community values; and

Whereas, the Parties are entering into this Agreement to establish the County's and the Town's responsibilities with respect to construction and management of the Prairie Run Connector Trails that pass through property owned by the Town depicted on Exhibit A, attached hereto and incorporated herein by this reference (the "Town Property").

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

1. Term. This Agreement will begin on February 24, 2025 and continue until completion of the trail and restoration of the Town Property, as defined below.

2. License. Subject to the conditions set forth herein, the Town hereby grants to the County a non-revocable, non-exclusive license during the Term to enter into and use that particular portion of the Town Property identified as the "Work Area" on **Exhibit B**, attached hereto and incorporated herein by this reference, solely for purposes of constructing the Prairie Run Connector Trails; provided that the Town may continue to use the Town Property for all purposes, including access across and through the Town Property and Work Area. The Parties will cooperate in good faith to minimize any interference with the other Party's operations.

3. Permitting. The County shall obtain all permits required to construct the Prairie Run Connector Trails, including any local building, excavation, stormwater quality, and right-of-way permits, and any applicable state or federal permits.

4. Trail Construction. The County shall complete construction of the Prairie Run Connector Trails including the agreed upon pedestrian crossing treatments at 119th Street and Kenosha Road in the general locations outlined in Exhibit A, in compliance with current Town Standards and Specifications. The County must receive written approval from the Town for the exact location of the Prairie Run Connector Trails prior to the commencement of construction.

5. Pedestrian Crossing. The County shall evaluate the proposed trail crossings at 119th Street and Kenosha Road and work with the Town to select the proper pedestrian crossing treatment across each road. The Parties shall agree on what the pedestrian crossing treatment will be at each location.

6. Staging. All staging of construction materials and equipment will occur on County property. If any staging needs to occur on the Town Property, the County will receive prior written approval from the Town.

7. Restoration of Property. Following completion of the trail, the County shall restore all areas on the Town Property disturbed during the course of trail construction to pre-trail construction condition.

8. Trail Maintenance. Following completion of construction of the Prairie Run Connector Trails, the Town will be responsible for conducting maintenance of the Prairie Run Connector Trails on Town Property (*e.g.*, cleaning of culverts, removal of sediment and debris in ditches and on trail surfaces, smoothing out small irregularities in the trail surface, minor erosion of the trail and adjacent areas, pedestrian crossing treatments, and other similar preventative maintenance activities), as well as weed control on both the Prairie Run Connector Trails and the surrounding trail corridor. The County shall be responsible for maintenance of the Prairie Run Connector Trails on property owned by the County.

9. Management. The Prairie Run Connector Trails on Town Property will be managed by the Town. All other portions of the Prairie Run Connector Trails shall be managed by the County.

10. Notices. Any notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either Party by the other Party, must in writing and must be deemed duly served, given, or delivered when personally delivered to the representative to whom it is addressed or in lieu of such personal services, upon receipt in the United States mail, first-class postage prepaid, addressed to the following:

Town of Erie: Director
Parks & Recreation
645 Holbrook Street
Erie, CO 80516

Boulder County: Director
Boulder County Parks and Open Space
5201 St. Vrain Road
Longmont, CO 80503

With a copy to: Office of the Boulder County Attorney
P.O. Box 471
Boulder, CO 80306

Either Party may change its address for the purpose of this paragraph by giving written notice of such change to the other Party in the manner provided in this paragraph.

11. Emergencies. The County will, or will cause its third-party contractors to, immediately call 911 if any conditions on the Town Property during the trail construction constitute a generally accepted emergency requiring immediate or quick responsive action by the Town to benefit public safety and welfare.

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

13. Governmental Immunity. 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 Agreement. By entering into this Agreement, neither Party waives or intends to waive the limitations on liability which are provided to it under the Colorado Governmental Immunity Act, C.R.S., §§ 24-10-101, *et seq.*, as amended.

14. Legal Compliance. The County shall comply with all federal, state, and local laws and regulations, and obtain all permits, permissions, and approvals that are necessary for the uses permitted herein.

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

16. Severability. If any provision of this Agreement becomes inoperable for any reason but the fundamental terms and conditions continue to be legal and enforceable, then the remainder of the Agreement will continue to be operative and binding on the Parties.

17. Third-Party Beneficiary. Enforcement of the terms and conditions and all rights and obligations of this Agreement are reserved to the Parties. Any other person receiving services or benefits under this Agreement is an incidental beneficiary only and has no rights under this Agreement.

18. Colorado Open Records Act. All Parties may disclose any records that are subject to public release under the Colorado Open Records Act, C.R.S. § 24-72-200.1, *et seq.*

19. Assignment. Neither Party may assign this Agreement, or parts hereof, or its duties hereunder without the express written consent of the other Party.

20. Execution by Counterparts and Electronic Signatures. This Agreement 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 Agreement 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 Agreement 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.

21. No Waiver. No waiver of any of the provisions of this Agreement will be deemed to constitute a waiver of any other provisions of this Agreement, nor will such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor will the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

21. Breach. Either Party's failure to perform any of its material obligations under this Agreement, in whole or in part or in a timely or satisfactory manner, will be 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 30 days after delivery of notice, the non-breaching Party may exercise any of its remedies provided under this Agreement or at law, including immediate termination of this Agreement.

23. Insurance.

A. The County agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands,

and other obligations assumed by the County pursuant to this Agreement. At a minimum, the County must procure and maintain, and must cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.

2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy must be applicable to all premises and operations, and must include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy must contain a severability of interests provision, and must include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement will contain any exclusion for bodily injury or property damage arising from completed operations.

B. Such insurance will be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies must not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods must be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees, or its contractors must be excess and not contributory insurance to that provided by the County. The County must be solely responsible for any deductible losses under any policy.

C. The County shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate must identify this Agreement.

24. The Town acknowledges that the County intends to use third-party contractors for construction and related activities, and such third-party contractors may exercise any of the County's rights under this Agreement. The County shall insure that all such third-party contractors comply with all provisions of this Agreement, including without limitation the insurance requirements of Section 23. The County shall remain fully responsible for its obligations under this Agreement, whether performed by a third-party contractor or County employees.

In Witness Whereof, the Parties have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

[Signature Page to Follow]

**Town of Erie,
a Colorado home rule municipality**

Andrew Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

County of Boulder

Board of County Commissioners of Boulder
County

Marta Loachamin, Chair

Reference Number:IGA-2024-POS-0016

Exhibit A

Depiction of the Property and the General Location of the Prairie Run Connector Trails

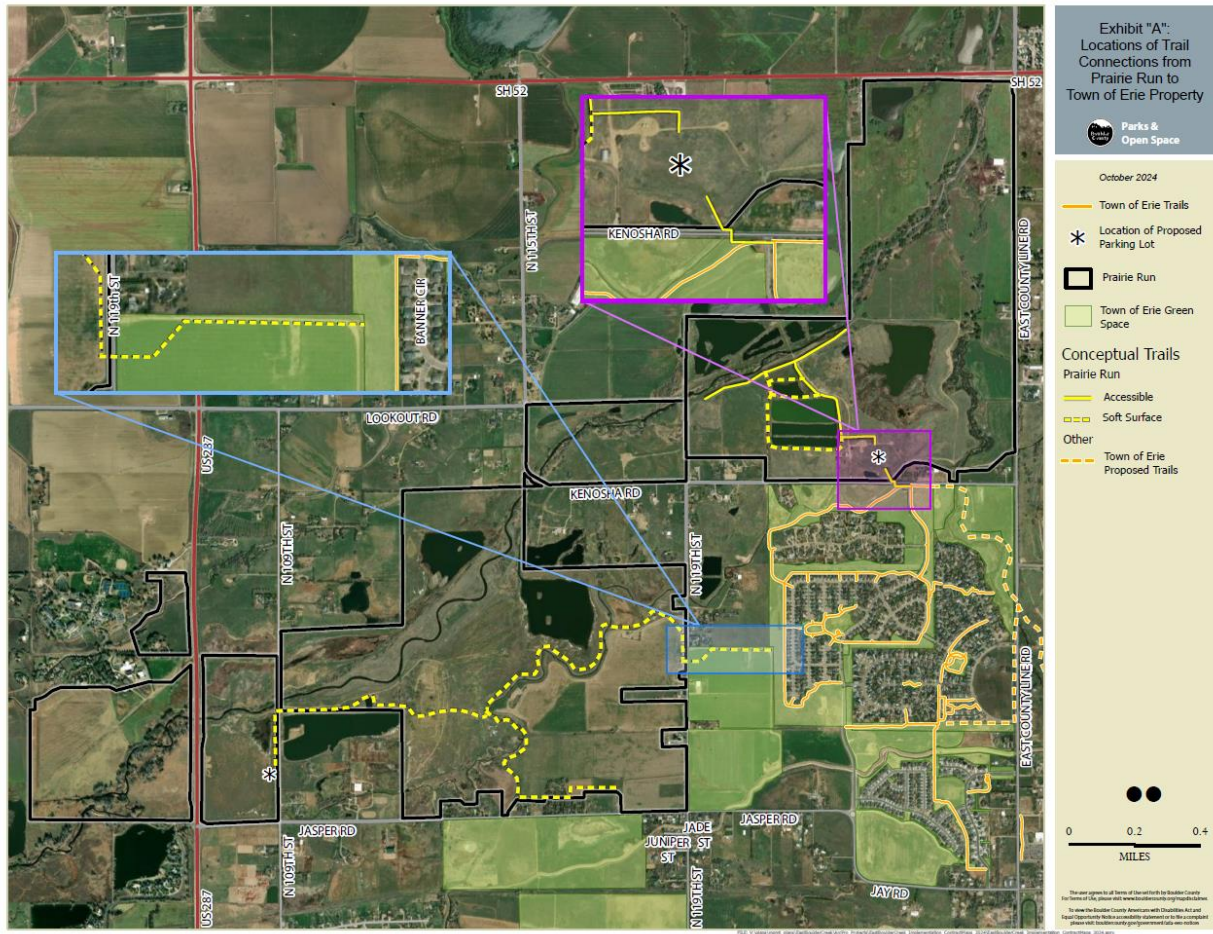
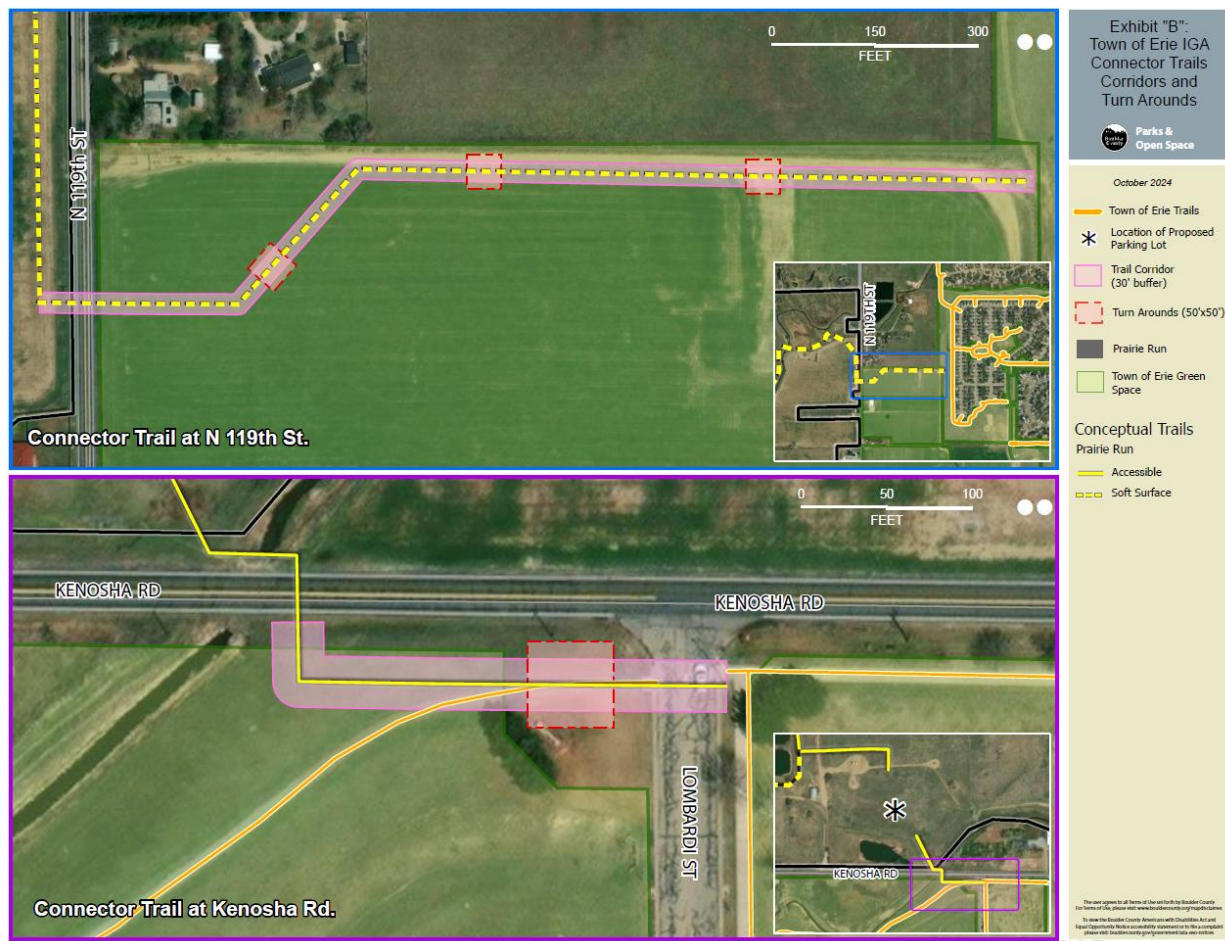


Exhibit B

Depiction of the Work Area



BOULDER COUNTY CONTRACT AMENDMENT

AMENDMENT SUMMARY		
This amendment makes changes to the following terms:		
<input type="checkbox"/> Contract Dates <input checked="" type="checkbox"/> Contract Amount <input checked="" type="checkbox"/> Scope of Work and/or Pricing Details		
Contract Identification		
Oracle Contract Number	302867	Version Number 5
Contract Name	OZ Architecture - PW - BCBS - Architectural Services for Emergency Response Building	
Amendment Number	4	
Amendment Effective Date	<input checked="" type="radio"/> Upon signature <input type="radio"/>	
Version Description	Adding MEP revisions and additional time to the scope of work for an increase of \$58,664.	
County Information		
Office or Department	Public Works	
Division/Program	Building Services	
County Contact Name and Email	Laura Konersman, lkonersman@bouldercounty.gov	
Vendor Information		
Vendor Legal Name	Oz Architecture, Inc.	
Vendor Other Name		<input type="checkbox"/> COI <input type="checkbox"/> DBA <input type="checkbox"/> W-9
Vendor Contact Name and Email	David Schafer, dschafer@ozarch.com	
<input type="checkbox"/> Contract Dates		
New End Date		
<input checked="" type="checkbox"/> Contract Amount		
Contract Not to Exceed Amount of current Contract plus all signed amendments	\$ 1,399,400.00	
Amendment Amount	\$ 58,664.00	
New Contract Not to Exceed	\$ 1,458,064.00	
New Highest Annual Amount	\$ 1,458,064.00	
<input checked="" type="checkbox"/> Scope of Work and/or Pricing Details		
All changes to scope of work and/or pricing details are contained in Exhibit B.		
Additional Contract Documents		
Check all that apply:		
<input checked="" type="checkbox"/> Exhibit A: Insurance Requirements <input checked="" type="checkbox"/> Exhibit B: Scope of Work and Pricing Details <input type="checkbox"/> Exhibit C: Boulder County Data and Cyber Security Requirements <input type="checkbox"/> Exhibit D: _____ <input type="checkbox"/> Exhibit E: _____		

County Internal Use Only	
Procurement Details	
Procurement Process Followed Prior to this Amendment	Bid Number Provided (award info attached in supporting documents)
Does this amendment change the procurement process the contract must follow due to an increase in amount or timeframe?	No
Accounting Details	

This AMENDMENT ("Amendment") to the above-referenced Contract ("Contract") is entered into between the Board of County Commissioners of Boulder County on behalf of the County of Boulder, State of Colorado, a body corporate and politic, for the benefit of Public Works ("County") and

Oz Architecture, Inc. ("Contractor" or "Vendor"). County and Contractor are each a "Party," and collectively the "Parties."

1. INCORPORATION OF AMENDMENT SUMMARY

The **Amendment Summary** and **Additional Contract Documents**, if any are listed, are incorporated into the Contract by reference.

2. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment is effective and enforceable on the later of (a) the date it is fully executed by both parties or (b) the **Amendment Effective Date** (if any).

3. LIMITS OF EFFECT

The Contract and all prior amendments, if any, remain in full force and effect except as specifically modified by this Amendment.

4. MODIFICATIONS

The Contract Documents are updated to include any **Additional Contract Documents** where the corresponding box is checked above.

The Contract is also modified to the extent that a corresponding box is checked below:

- ☐ Contract Dates. The end date of the Contract is changed to the **New End Date** identified in the Amendment Summary.
- ☒ Contract Amount. The Contract Not to Exceed amount is amended so that the total cost of all work performed under the Contract must not exceed the **New Contract Not to Exceed** identified in the Amendment Summary.
- ☒ Scope of Work and/or Pricing Details. The Scope of Work and/or Pricing details are amended as indicated in Exhibit B and new insurance requirements, if any, are identified in Exhibit A to this Amendment.

5. CONTRACT TERMS. The following terms are added to the Contract to the extent not previously included:

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to Contractor's failure to comply with §§24-85-101, et seq., C.R.S., or the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

Contractor is subject to C.R.S. §§ 24-85-101, et seq., C.R.S. Specifically, Contractor shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by OIT pursuant to Section §24-85-103(2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards. The County may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor's Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103(2.5), C.R.S.

[SIGNATURE PAGE TO FOLLOW]

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

SIGNED for and on behalf of Board of County Commissioners of Boulder County		SIGNED for and on behalf of Oz Architecture, Inc.			
Signature:		Signature:			
Name:		Name:			
Title:		Title:			
Date:		Date:			
↓↓ For Board-signed documents only ↓↓					
Attest Signature:		Initial of EO/DH			
Attestor Name:					
Attestor Title:					

BOULDER COUNTY CONTRACT AMENDMENT

AMENDMENT SUMMARY		
This amendment makes changes to the following terms:		
<input checked="" type="checkbox"/> Contract Dates <input checked="" type="checkbox"/> Contract Amount <input type="checkbox"/> Scope of Work and/or Pricing Details		
Contract Identification		
Oracle Contract Number	301512	Version Number 4
Contract Name	Diamond Drugs Inc - BCSO - Inmate Medication	
Amendment Number	3	
Amendment Effective Date	<input checked="" type="radio"/> Upon signature <input type="radio"/>	
Version Description	Amending contract to update annual amount and term for 2025	
County Information		
Office or Department	Sheriff's Office	
Division/Program	Jail	
County Contact Name and Email	Pam Thompson pthompson@bouldercounty.gov	
Vendor Information		
Vendor Legal Name	Diamond Drugs Inc	
Vendor Other Name	Diamond Pharmacy Services; Diamond Medical Supply	<input type="checkbox"/> COI <input checked="" type="checkbox"/> DBA <input checked="" type="checkbox"/> W-9
Vendor Contact Name and Email	Mark Zilner; mzilner@diamondpharmacy.com	
<input checked="" type="checkbox"/> Contract Dates		
New End Date	12/31/2025	
<input checked="" type="checkbox"/> Contract Amount		
Contract Not to Exceed Amount of current Contract plus all signed amendments	\$ 1,250,000.00	
Amendment Amount	\$ 500,000.00	
New Contract Not to Exceed		
New Highest Annual Amount	\$ 500,000.00	
<input type="checkbox"/> Scope of Work and/or Pricing Details		
All changes to scope of work and/or pricing details are contained in Exhibit B.		
Additional Contract Documents		
Check all that apply:		
<input type="checkbox"/> Exhibit A: Insurance Requirements <input type="checkbox"/> Exhibit B: Scope of Work and Pricing Details <input checked="" type="checkbox"/> Exhibit C: Boulder County Data and Cyber Security Requirements <input type="checkbox"/> Exhibit D: _____ <input type="checkbox"/> Exhibit E: _____		

County Internal Use Only	
Procurement Details	
Procurement Process Followed Prior to this Amendment	Bid Waiver Approved (attached in supporting documents)
Does this amendment change the procurement process the contract must follow due to an increase in amount or timeframe?	No
Accounting Details	

This AMENDMENT ("Amendment") to the above-referenced Contract ("Contract") is entered into between the Board of County Commissioners of Boulder County on behalf of the County of Boulder, State of Colorado, a body corporate and politic, for the benefit of the Sheriff's Office ("County") and Diamond Drugs Inc ("Contractor" or "Vendor"). County and Contractor are each a "Party," and collectively the "Parties."

1. INCORPORATION OF AMENDMENT SUMMARY

The **Amendment Summary** and **Additional Contract Documents**, if any are listed, are incorporated into the Contract by reference.

2. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment is effective and enforceable on the later of (a) the date it is fully executed by both parties or (b) the **Amendment Effective Date** (if any).

3. LIMITS OF EFFECT

The Contract and all prior amendments, if any, remain in full force and effect except as specifically modified by this Amendment.

4. MODIFICATIONS

The Contract Documents are updated to include any **Additional Contract Documents** where the corresponding box is checked above.

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- ☐ Scope of Work and/or Pricing Details. The Scope of Work and/or Pricing details are amended as indicated in Exhibit B and new insurance requirements, if any, are identified in Exhibit A to this Amendment.

5. CONTRACT TERMS. The following terms are added to the Contract to the extent not previously included:

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to Contractor's failure to comply with §§24-85-101, et seq., C.R.S., or the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

Contractor is subject to C.R.S. §§ 24-85-101, et seq., C.R.S. Specifically, Contractor shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by OIT pursuant to Section §24-85-103(2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards. The County may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor's Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103(2.5), C.R.S.

[SIGNATURE PAGE TO FOLLOW]

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

SIGNED for and on behalf of Board of County Commissioners of Boulder County		SIGNED for and on behalf of	
Signature:		Signature: Mark Zilner	
Name: Marta Loachamin		Name: Mark Zilner	
Title:		Title: President & CEO, Owner	
Date:		Date: January 29, 2025	
↓↓For Board-signed documents only↓↓			
Attest Signature:		Initial of EO/DH	
Attestor Name: Matthew Ramos			
Attestor Title:			

EXHIBIT C: Boulder County Data and Cyber Security Requirements

Boulder County (County) requires that its business partners comply with the County's data and cyber security standards while under contract with the County. Contractor shall comply with the following requirements:

Personal Identifying Information and Personal Information Responsibilities

Contractors with access to personal identifying information (PII) or personal information (PI) of Colorado residents, including County employees, or County systems with access to that data shall implement and maintain security, consent, and marketing procedures and practices to protect that data in accordance with Colorado privacy statutes, C.R.S. § 24-73-101 *et seq.* Contractor must be willing to attest that it is compliant with Colorado privacy statutes. Legal requirements may differ based on the agreed-upon work ("Products and Services") to be performed.

Purchasing Card Industry (PCI) Compliance

Contractors that perform work related to purchasing cards shall deliver Products and Services to the County in strict compliance with the Payment Card Industry Data Security Standard (PCI-DSS). The design and standard implementation of the Products and Services must not result in the need for the County to implement compensating controls to maintain the County's compliance with the PCI-DSS. Contractors executing payment processing services on behalf of the County must provide County with access to documentation of its Purchasing Card Industry Data Security Standard Attestation of Compliance (PCI-DSS-AOC).

Criminal Justice Information Systems (CJIS)

Contractors with access to state or federally derived background check data or County systems with such access agree to deliver Products and Services that strictly comply with the FBI's CJIS Security Policy. Without limiting Contractor's obligations hereunder, Contractor agrees to cooperate with County procedures for CJIS compliance that may include, but are not necessarily limited to, background checks and fingerprinting. Contractor is responsible for all CJIS compliance requirements.

Health Insurance Portability and Accountability Act (HIPAA)

Contractors that require access to Protected Health Information (PHI) or County systems that contain PHI shall enter into a HIPAA Business Associate Agreement with Boulder County prior to obtaining the necessary access.

Children's Online Privacy Protection Act (COPPA)

Contractors with access to PI about any child(ren) under the age of thirteen (13) or County systems that contain such data shall implement and maintain security, consent, and marketing procedures and practices in accordance Children's Online Privacy Protection Act (COPPA), 15 U.S.C. § 6501 *et seq.* See 15 U.S.C. § 6501(8).

Hosted Information Technology Services (Software, Data, or Infrastructure)

Contractors providing hosted information technology services for the County shall provide documentation attesting to their reasonable security procedures, as well as any non-confidential specific industry attestation (such as a SOC2 Type 1 report) documentation. Contractors providing hosted information technology services agree to maintain an incident response practice to protect hosted County resources.

Data Confidentiality and Integrity

Contractors who host or have access to County data shall control for the integrity and confidentiality of that data by implementing logging, access control, least privilege, encryption in transit, and encryption at rest. Any multi-tenant solution shall enforce the strong separation of County data and systems from those of other customers.

Contractors agree to securely delete all County data within their environment within 90 days after the termination of the parties' agreement or the retention period required by law, whichever is longer. Contractors with access to County access control or authenticity mechanisms (passwords, encryption keys, certificates, or application program interface (API) keys) or who generate them on behalf of the County must implement reasonable security practices to protect the confidentiality of that data. Exposure of a County access control or authenticity mechanism must be reported to the County within three (3) business days.

If Contractor becomes aware that the security of any PII or PI may have been compromised, Contractor will, at its expense: (i) notify County in writing of the occurrence immediately; (ii) address the cause of the occurrence to the extent practicable (iii) cooperate with County's efforts to respond to the occurrence, including sharing with County information relevant to the occurrence; and (iv) reimburse the County for expenses incurred due to the occurrence.

Remote Access to County Resources

Contractors seeking external access to the County's technology resources must enter into a separate Connected Partner Agreement with Boulder County prior to obtaining such access.

Federal Tax Information

Contractors with access to Federal Tax Information (FTI) or County systems that contain FTI data agree to deliver Products and Services that strictly comply with Title 45 Code of Federal Regulations (CFR), Parts 302, 303, 307.

Certificate Of Completion

Envelope Id: 3AEFDE45-11F3-4B61-9AEF-CF7E4B37052A

Status: Sent

Subject: 2025 301512 Diamond Pharmacy Contract with BCSO 1.29.25

Type of Document:

BOCC Signed Contract

Department/Office: Sheriffs Office

Source Envelope:

Document Pages: 5

Signatures: 1

Envelope Originator:

Certificate Pages: 2

Initials: 0

Pamela Thompson

AutoNav: Enabled

2025 14th St

Envelopeld Stamping: Enabled

Boulder, CO 80302

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

pthompson@bouldercounty.org

IP Address: 169.155.149.42

Record Tracking

Status: Original

Holder: Pamela Thompson

Location: DocuSign

1/29/2025 6:48:42 AM

pthompson@bouldercounty.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Boulder County

Location: DocuSign

Signer Events

Signature

Timestamp

Mark Zilner

Sent: 1/29/2025 6:54:17 AM

mzilner@diamondpharmacy.com

Viewed: 1/29/2025 12:25:30 PM

President & CEO, Owner

Signed: 1/29/2025 12:26:23 PM

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 147.160.171.11

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Pamela Thompson

Sent: 1/29/2025 12:26:26 PM

pthompson@bouldercounty.org

Viewed: 1/30/2025 10:04:05 AM

Paralegal

Sheriff / Operations

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Matthew Ramos

38095@bouldercounty.org

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Marta Loachamin

mloachamin@bouldercounty.org

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Matthew Ramos

38095@bouldercounty.org

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
melanie judson mjudson@bouldercounty.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Stenzel, Jacob D jstenzel@bouldercounty.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Sheriff Accounting Group sheriffaccounting@bouldercounty.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
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Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/29/2025 6:54:17 AM
Payment Events	Status	Timestamps



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.gov

Authorization Memo

BOULDER COUNTY BOARD OF COUNTY COMMISSIONERS PUBLIC MEETING

February 4, 2025 at 10:30AM

All Commissioners' public meetings will be offered in a hybrid format where attendees can join through **Zoom or in-person** at the Boulder County Courthouse 3rd Floor, 1325 Pearl Street, Boulder. The Commissioners retain the right to switch all hearings and meetings to in-person only instead of hybrid if technical difficulties arise.

Authorization under Article 16-100.A of the Boulder County Land Use Code for Text Amendments to the Land Use Code to add a mobile farm stand option.

Staff: Jack Sheehan, Community Planning & Permitting, Planner I

Public testimony will not be taken – action requested

SUMMARY

Staff requests authorization to initiate text amendments to the Land Use Code that would allow for the use of mobile farm stands. This proposal stems from the 2023 Farm Stand Pilot Project, which was authorized by Boulder County Commissioner Ashley Stolzmann for Community Planning and Permitting (CPP) to explore the feasibility of pre-approved farm stand building designs as a means of addressing the associated financial and time constraints that local agricultural producers face in navigating the building permit process.

Farm stands are a critical marketing tool for beginning and small-to-medium scale farms, providing direct-to-consumer sales opportunities and helping producers establish a customer base within the community. According to the most recent USDA Agricultural Census, the majority of agricultural producers in Boulder County operate at a small-to-medium scale, making access to affordable and efficient marketing infrastructure essential to their viability.

While the pilot project demonstrated strong interest and demand, the proposed free-standing farm stand structures project ultimately determined that even a structure pre-approved under the building code would still be of a cost that would make it unfeasible for widespread use by the farming community. As a result, an alternative solution has been identified: allowing mobile farm stands. This approach was strongly supported by 92% of participating agricultural producers during the 2024 pilot survey and roundtable discussions. Mobile farm stands offer key advantages, including the ability to

store and transport products more efficiently, thereby increasing access to local food across the community.

Additionally, regulating mobile farm stands only through the Land Use Code (these units would not be subject to the Building Code as they are not structures) would significantly reduce permitting time and costs—factors that rendered the original pre-approved designs financially unfeasible for most producers. This amendment would align with the county’s ongoing efforts to support local agriculture by providing practical, accessible solutions that enhance market opportunities for small farms.

Standard public notice of this amendment, including a press release and publication through the Land Use Code change GovDelivery channel, will occur following authorization. Public hearings before the Planning Commission and the Board of County Commissioners will provide opportunities for the public to provide comments on the amendment.

Given the importance of this amendment in supporting local agricultural producers, staff intends to expedite this update with the goal of presenting it to the Planning Commission in March 2025. This timeline aims to ensure that, if adopted, the code update will be in place by spring of this year, allowing agricultural producers to utilize this provision in 2025.

ACTION REQUESTED

Staff requests authorization from the Board of County Commissioners to pursue these text amendment to the Land Use Code (“the Code”).

Accessibility Report

Filename: DC-25-0001 Farm Stands Auth. Memo.pdf

Report created by: [Enter personal and organization information through the Preferences > Identity dialog.]

Organization:

Summary

The checker found problems which may prevent the document from being fully accessible.

- Needs manual check: 2
- Passed manually: 0
- Failed manually: 0
- Skipped: 1
- Passed: 28
- Failed: 1

Detailed Report

Document

Rule Name	Status	Description
Accessibility permission flag	Passed	Accessibility permission flag must be set
Image-only PDF	Passed	Document is not image-only PDF
Tagged PDF	Passed	Document is tagged PDF
Logical Reading Order	Needs manual check	Document structure provides a logical reading order
Primary language	Passed	Text language is specified
Title	Failed	Document title is showing in title bar
Bookmarks	Passed	Bookmarks are present in large documents
Color contrast	Needs manual check	Document has appropriate color contrast

Page Content

Rule Name	Status	Description
Tagged content	Passed	All page content is tagged
Tagged annotations	Passed	All annotations are tagged
Tab order	Passed	Tab order is consistent with structure order
Character encoding	Passed	Reliable character encoding is provided
Tagged multimedia	Passed	All multimedia objects are tagged
Screen flicker	Passed	Page will not cause screen flicker
Scripts	Passed	No inaccessible scripts
Timed responses	Passed	Page does not require timed responses
Navigation links	Passed	Navigation links are not repetitive

Forms

Rule Name	Status	Description
Tagged form fields	Passed	All form fields are tagged
Field descriptions	Passed	All form fields have description

Alternate Text

Rule Name	Status	Description
Figures alternate text	Passed	Figures require alternate text
Nested alternate text	Passed	Alternate text that will never be read
Associated with content	Passed	Alternate text must be associated with some content
Hides annotation	Passed	Alternate text should not hide annotation
Other elements alternate text	Passed	Other elements that require alternate text

Tables

Rule Name	Status	Description
-----------	--------	-------------

Rows	Passed	TR must be a child of Table, THead, TBody, or TFoot
TH and TD	Passed	TH and TD must be children of TR
Headers	Passed	Tables should have headers
Regularity	Passed	Tables must contain the same number of columns in each row and rows in each column
Summary	Skipped	Tables must have a summary

Lists

Rule Name	Status	Description
List items	Passed	LI must be a child of L
Lbl and LBody	Passed	Lbl and LBody must be children of LI

Headings

Rule Name	Status	Description
Appropriate nesting	Passed	Appropriate nesting

[Back to Top](#)



Community Planning & Permitting

Courthouse Annex • 2045 13th Street • Boulder, Colorado 80302

Mailing Address: P.O. Box 471 • Boulder, Colorado 80306

303-441-3930 • www.BoulderCounty.gov

BOULDER COUNTY BOARD OF COUNTY COMMISSIONERS PUBLIC HEARING

February 4, 2025 at 9:30 a.m.

All Commissioners' public hearings and meetings will be offered in a hybrid format where attendees can join **through Zoom** or **in-person** at the Boulder County Courthouse, 3rd Floor, 1325 Pearl Street, Boulder.

STAFF PLANNER: Amber Knotts, Planner I

Docket SPR-24-0075: Benedict Change In Use

Request: **APPROVED:** Site Plan Review for a change in use from an existing accessory structure (office) to a 2,132-square-foot residence with 88 square feet of covered porch area in defined neighborhood where the size presumed to be compatible is 3,120 square feet.

Location: 8295 Overland Road

Zoning: Forestry (F)

Applicant: Audrey Benedict

Agent: Matthew Brown

STAFF RECOMMENDATION:

Staff recommends that the Board of County Commissioners uphold the Director's Determination for SPR-24-0075, Benedict Change In Use.

PACKET CONTENTS

Item	Pages
Staff Recommendation	1 – 3
Appeal Request (Attachment A)	A1 – A2
Director's Determination Letter Packet (Attachment B)	B1 – B54

SUMMARY

The applicant submitted a Site Plan Review application (SPR-24-0075) for a change in use of an existing residential accessory structure (office) to a residence. The structure is existing and is 2,132 square feet in size. Assessor's records identify 1,264 square feet of enclosed floor area on the subject parcel, including a 440-square-foot greenhouse¹. Per Article 18-189D of the Code, greenhouses up to 400-square-feet are exempt from the residential floor area calculations. Aerial imagery from 1977 to 2024 indicate unpermitted additions and alterations have occurred to the greenhouse attached to the proposed residence. Application materials indicate the structure today is 2,132 square feet in size. Per Article 4-802.A.10 of the Boulder County Land Use Code (the Code), Site Plan Review was required for this proposal because

¹ Staff notes that under section 2.B (Approved Size) of the determination refers to a 440-square-foot greenhouse and a 400-square-foot carport, however, there is not a carport that exists and only the 440-square-foot greenhouse should be recognized on the subject parcel.

it will change the use of the parcel, in that an existing Accessory Structure, that was previously accessory to the residence located on 8297 Overland Road is proposed to become a Single Unit Dwelling residential use (Article 4-511.E). The existing 2,132-square-foot structure will be converted into a residence. No changes in floor area or other development is proposed. Community Planning & Permitting reviewed this application in accordance with the Site Plan Review Standards in Article 4-806.A of the Code.

On November 26, 2024, Community Planning & Permitting (CPP) issued a Determination conditionally approving the proposal, with a requirement under Site Plan Review Standard 3, that the driveway and parking area currently located on 8297 Overland Road but used to access the proposed residence must be compliant with the Boulder County Multimodal Transportation Standards (MMTS) for residential development in the mountains pursuant to Article 4-806.A.3, which requires that the location of existing or proposed development must not impose an undue burden on public services and infrastructure. See Figure 1 below of the Site Plan depicting the driveway and parking area located at 8297 Overland Road in relation to the subject parcel at 8295 Overland Road. The property owner of 8295 Overland Road is also the property owner of 8297 Overland Road and therefore, no easement is required for the shared driveway and parking area located on 8297 Overland Road. If either parcel is no longer held under the same ownership, than an easement will need to be granted.

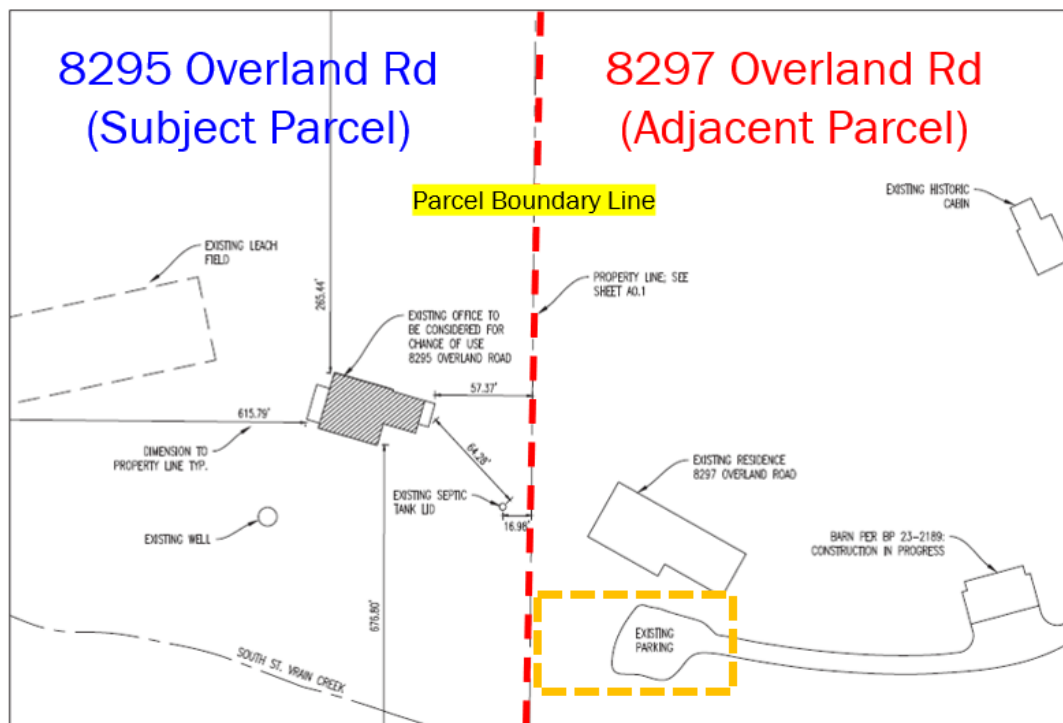


Figure 1 – Site Plan depicting the existing driveway and parking area (shown in the dashed orange box) located at 8297 Overland Road in relation to the subject parcel at 8295 Overland Road.

On December 10, 2024, the applicant appealed the Determination (Attachment A). The applicant is opposed to the access requirements in order to meet the MMTS. Specifically, the applicant has appealed the requirement to extend the driveway access located at 8297 Overland Road to the eastern parcel boundary line of the subject parcel at 8295 Overland Road in order to provide physical access to the subject parcel, as well as the requirement to install an emergency vehicle turnaround.

DISCUSSION

Article 4-807.B of the Code states that if the application is found to not meet the applicable

Standards of Article 4-806, and that a reasonable basis for mitigation measures has been demonstrated, the Director of Community Planning & Permitting must approve the application with reasonable conditions that will avoid or acceptably mitigate the significant adverse impacts of the development. In this case, the Director found that the shared driveway and parking area located on the adjacent parcel to the east, 8297 Overland Road, do not comply with the MMTS and improvements are necessary in order for the proposed residence (i.e., change in use) at 8295 Overland Road to meet the access requirements found in the MMTS and needed to comply with the Site Plan Review Standards.

The plans submitted by the applicant indicate that the driveway and parking area on the parcel at 8297 Overland Road end approximately 35 feet east of the eastern boundary line of the subject parcel at 8295 Overland Road. Section 2.6 of the MMTS require both legal and physical access by road or driveway for the purpose of developing a property. Therefore, staff required that a driveway to the subject parcel boundary must be established to allow for the proposed change in use to a residential use. Plans submitted by the applicant also did not indicate the location of an emergency turnaround compliant with Standard Drawing 18 and 19 in the MMTS. The MMTS require that an emergency access turnaround must be located a minimum of 50 feet from the front of the residence and no greater than 150 feet from the rear of the residence with a minimum 30-foot centerline radius, with the emergency turnaround allowed to be located within the adjacent parcel at 8297 Overland Road.

RECOMMENDATION

Since the MMTS requirements are necessary to comply with the Site Plan Review Standards, staff recommends that the Board of County Commissioners uphold the Director's Determination for SPR-24-0075, Benedict Change In Use.



Architects who build

December 10, 2024

Boulder County Community Planning and Permitting
PO Box 471
Boulder, CO 80306

Re: SPR-24-0075 Benedict Change in Use

Dear Community Planning and Permitting:

Thank you for your work on SPR-24-0075. The property owner has reviewed all conditions of the Conditional Approval, and feels that several present an undue hardship. This letter shall serve as an appeal of the conditions described herein.

The property owner would like to dispute one material point: there is not, nor has there ever been, a 400 ft² carport associated with this parcel (Page 2 of 10 of the Determination Letter).

Access requirements:

The property owner would like to appeal the requirement that the access drive extend to the property boundary.

Extending the access drive will involve excavating and filling with road base a carefully restored native meadow, close to the edge of the floodway. The area is already passable to emergency vehicles, and the existing expanse of meadow will allow a safe, informal emergency vehicle turnaround (similar to that already permitted under BP-23-2189). The walkway between the existing road and the structure in question is sufficient for stretcher or wheelchair access.

Several emergency access improvements have already been completed under BP-23-2189: road resurfacing, pullout improvement per Access and Engineering standards, and an emergency vehicle turnaround sufficient to serve the structures on the adjacent parcel.

The property owner has, for some time, been working actively with Lefthand Fire – the entity responding to any structure or wildland fire – on wildfire mitigation projects in the Residence Area and throughout the larger property as a whole.

We will provide a letter in support of a waiver from Chris O’Brien, Lefthand Fire Chief, attesting that the existing access configuration is consistent with Lefthand’s emergency plans.

Ignition-resistant construction:

Nearly all components of the existing structure meet or exceed the requirements of R327. The property owner would like to appeal a single ignition-resistant construction requirement: that the roof comply with R327.4.1.

The existing roof is constructed of standing seam steel panels. Given their age, the panels lack a UL listing, but are nonetheless inherently noncombustible. Strict compliance with R327.4.1 would involve tearing off (and recycling) the entire roof and either: replacing it with an identical, “listed” product, or installing a new underlayment followed by identical roofing over the top (to achieve a Class A assembly). This process will likely result in no measurable increase in fire resistance, and will come at a tremendous financial cost.

Fire sprinklers

The property owner would like to appeal the requirement to install a new sprinkler system.

Building codes did not require fire sprinklers at the time of the original permit, or at the time that any of the unpermitted work was performed. Were CPP to consider the BWOP work as new addition (loft) and remodel (kitchen), respectively, R313.2.1 and R313.2.2 would apply. The scope of the BWOP work would not reach the square footage threshold required to trigger the sprinkler requirement.

This a finished building with an intact interior air barrier. Installation of a sprinkler system will require compromising this air barrier, and demolition of much of the interior finish. This change will come at an enormous financial cost, as well as loss of use of the structure while the work is being performed.

Given the existing stone (and otherwise ignition resistant) construction of the structure, and the continuing fire mitigation efforts in both the residence area and the property as a whole, the additional safety provided by the installation of a sprinkler system will be marginal at best. It is highly unlikely that the structure will be threatened by an exterior fire, or need the whole-house coverage that a sprinkler system would provide. The only possible sources of ignition within the structure are the stoves. With this in mind, the property owner proposes that – in lieu of a sprinkler system – fire extinguishers are permanently installed in the living room and kitchen. These would be professionally inspected and certified on a regular basis, by one of the many Front Range fire suppression companies that provide these services, and the property owner is willing to enter into an agreement with the County to this end.

All other items in the determination letter are understood, and the property owner has no objection to them as written. We look forward to the opportunity to provide any further information in this appeals process.

Sincerely,

Edward L Shure

Digitally signed by
Edward L Shure
Contact Info:
ed@treotreo.com
Date: 2024.12.10
13:19:57-07'00'

Ed Shure
Treo Architects

Treo Architects

1722 14th Street Suite #115 Boulder CO 80302

(303) 449-1336



Community Planning & Permitting

Courthouse Annex • 2045 13th Street • Boulder, Colorado 80302
 Mailing Address: P.O. Box 471 • Boulder, Colorado 80306
 303-441-3930 • www.BoulderCounty.gov

Claire Levy County Commissioner

Marta Loachamin County Commissioner

Ashley Stolzmann County Commissioner

November 26, 2024

Matthew Brown
 1722 14Th St. #115
 Boulder, CO 80302

Audrey Benedict Revocable Trust
 8297 Overland Rd
 Ward, CO 80481

Dear Applicant(s):

This letter certifies that in accordance with section 4-800 of the Boulder County Land Use Code, the Boulder County CPP Director has Approved with Conditions the site plan for the following, effective November 26, 2024.

Docket: SPR-24-0075 Benedict Change In Use

Request: APPROVED: Site Plan Review for a change in use from an existing accessory structure (office) to a 2,132-square-foot residence with 88 square feet of covered porch area in defined neighborhood where the size presumed to be compatible is 3,120 square feet.

Location: 8295 OVERLAND ROAD

Zoning: Forestry

Applicant: Matthew Brown

This is a Conditional Approval made by the CPP Director, and is not final until a 14-day referral period has transpired. During the next 14 days, the Board of County Commissioners (BOCC) may choose to call this docket up for a public hearing. If no hearing is required, this letter will serve as the final determination. Building, grading and access permits will be subject to any and all conditions of approval.

If the BOCC should decide to modify the CPP Director's approval, or determines that further review is necessary, a public hearing will be held. Upon completion of the public hearing and approval by the BOCC, if a building, grading or access permit has been applied for, it will continue in the process and permits may be issued subject to any and all conditions of approval.

In the event that you wish to appeal any conditions of the CPP Director's determination, you are entitled to appeal the determination to the BOCC. You must file an appeal for this purpose with the CPP Department in writing no later than 14 days after the date of this letter. If an appeal is requested, the BOCC will review the CPP Director's determination at a public meeting.

Please be aware that the attached Conditions of Approval become final if the docket is not called up by the BOCC at the end of the 14-day review period. There are no other administrative means to appeal. If you wish to resubmit information with regards to complying with any of the attached Conditions of Approval, and have this information reviewed for approval by staff prior to the end of the 14-day review period, your submissions must be received by the office no later than 10 days from the date of this letter.

Site Plan Review approval is valid for three years from the date of this letter although any changes in County regulations could affect the proposal prior to application for a building permit. In order to be issued a building permit, the project must comply with all policies and regulations in effect at the time of permit application.

A Building Permit cannot be issued for this project until the applicable conditions above have been met. Furthermore, a Certificate of Occupancy cannot be issued for this project until the applicable conditions above have been met. A SPR inspection will need to be scheduled with this department prior to the issuance of a Certificate of Occupancy. None of the conditions of approval will be waived or a Certificate of Occupancy issued for this project based upon the applicant's need to meet financial obligations (i.e., construction cost overruns or loan closing dates). Any future additions to the approved structure, regardless of size, will require SPR approval to amend this SPR.

The Public Notice sign must remain posted for 14 days after the date of this letter and then returned to the CPP Department in a timely manner after this date. Or, if your Site Plan Review application requires a public hearing, please return the sign after the final public hearing. We will begin processing a refund for the \$35 sign deposit when your sign is returned, and a check will be mailed to you within approximately 2 weeks.

Please carefully review the attached conditions of approval. Compliance with these conditions will be confirmed as is necessary throughout the process.

Sincerely,



Amber Knotts

Planner I

APPLICATION #: SPR-24-0075
 APPLICANT: Audrey Benedict
 PROJECT LOCATION: 8295 Overland Road
 PROJECT SUMMARY: Site Plan Review for a change in use from an existing accessory structure (office) to a 2,132-square-foot residence with 88 square feet of covered porch area in defined neighborhood where the size presumed to be compatible is 3,120 square feet.

CONDITIONS OF APPROVAL

Per Article 4-802.A.10 of the Boulder County Land Use Code (the Code), Site Plan Review is required for this proposal because it will result in a change of use of a parcel. In this case the applicant has proposed a change of use from an Accessory Structure Use, that was previously an accessory structure to the residence located on 8297 Overland Road, to a Residential Single Unit Dwelling, where the existing 2,132-square-foot structure will be converted into a residence with no proposed development or changes in floor area.

Article 4-806 of the Code states that no Site Plan Review can be approved without compliance with the following standards. All site plan review applications shall be reviewed in accordance with the following standards which the Director has determined to be applicable based on the nature and extent of the proposed development. ***Only those standards applicable to this project are included in this list.***

1. ***To provide a greater measure of certainty as to the applicable neighborhood relevant for comparison, the following definition of neighborhood shall be used to review proposed Site Plan Review applications:***
 - c. ***For applications outside of platted subdivisions with seven or more developed lots or the townsites of Allenspark, Eldora, Eldorado Springs, Raymond and Riverside, the defined neighborhood is the area within 1,500 feet from the applicable parcel. The neighborhood shall not include any parcels inside municipal boundaries, platted subdivisions with seven or more developed lots or the townsites of Allenspark, Eldora, Eldorado Springs, Raymond and Riverside.***

The applicable neighborhood for the subject parcel is the area within 1,500 feet from the parcel, excluding parcels inside municipal boundaries, platted subdivisions with seven or more developed lots, and any mapped townsites.

2. ***The size of the resulting development (residential or nonresidential) must be compatible with the general character of the defined neighborhood.***
 - a. ***In determining size compatibility of residential structures within the defined neighborhood, it is presumed that structures of a size within the larger of a total residential floor area of either (1) 125% of the median residential floor area for that defined neighborhood or (2) of a total residential floor area of 1,500 square***

feet in the mapped townsites of Allenspark, Eldora, Eldorado Springs, Raymond, and Riverside, or 2,500 square feet for all other areas of the County, are compatible with that neighborhood, subject also to a determination that the resulting size complies with the other Site Plan Review standards in this section 4-806.A.

A. SIZE PRESUMPTION

The presumed compatible size of residential structures within the defined neighborhood (see Standard 1 above for the applicable neighborhood) is 3,120 square feet.

Median (total residential floor area) in the defined neighborhood*	2,496 square feet
125% of the median residential floor area in the defined neighborhood	3,120 square feet
Total proposed residential floor area	2,132 square feet

**Source: Boulder County Assessor's records, as verified by CPP staff for the subject parcel.*

B. APPROVED SIZE

RESIDENTIAL FLOOR AREA*	
Total existing floor area on the subject parcel to remain	2,132 square feet (currently office space)
TOTAL approved resulting residential floor area	Approximately 2,132 square feet

**Residential Floor Area includes all attached and detached floor area on a parcel including principal and accessory structures used or customarily used for residential purposes, such as garages, studios, pool houses, home offices, and workshops, excluding covered deck. Floor area does not include the area of any covered porch. Gazebos, carports, detached greenhouses and hoopouses up to a total combined size of 400 square feet are also exempt.*

The Assessor's record currently identifies 1,264 square feet of enclosed floor area on the subject parcel, including a 440-square-foot greenhouse and 400-square-foot carport, for a total of 1,664 square feet of residential floor area. Per Article 18-189D of the Code, carports up to 400-square-feet are exempt from the residential floor area calculations. Aerial imagery from 1977 to present day, 2024, indicate unpermitted additions and alterations have occurred to this structure. Application materials indicate the structure today is now 2,132 square feet in size. There is no new floor area proposed as part of this application, and unpermitted additions and structural alterations will be brought into compliance as part of the building permit review process.

The subject parcel, 8295 Overland Road, is approximately 36.33-acres in size and was subdivided into a separate legal building lot by deed recorded on August 23, 2024, at Reception # 04059476 from the parcel located at 8297 Overland Road. The applicant

proposes to change the use of the structure now located on 8295 Overland Road from an accessory workshop and office space, that was previously an accessory structure to the residence located at 8297 Overland Road to Single Unit Dwelling. Single Unit Dwellings are a by-right use in the Forestry zoning district where the subject parcel is located.

Staff supports the resulting size of 2,132 square feet of residential floor area as proposed because it is under the presumptive size limitation and is compatible with the general character of the defined neighborhood.

3. ***The location of existing or proposed buildings, structures, equipment, grading, or uses shall not impose an undue burden on public services and infrastructure.***

ACCESS REQUIREMENTS

The subject parcel is accessed via a footpath connecting to a private gravel-surfaced drive and parking area located on the adjacent parcel at 8297 Overland Road. The private drive and parking area is accessed from Overland Road, a gravel surfaced Boulder County owned and maintained right-of-way (ROW) with a Functional Classification of Collector. 8297 Overland Road (Parcel 132121000054) and 8295 Overland Road (Parcel 132121000055) are currently owned by the same entity; therefore, an access easement is not required to demonstrate legal access. If a transfer of ownership results in different owners of either parcel, an access easement must be recorded to ensure legal access to 8295 Overland Road.

Plans submitted by the applicant indicates that the driveway and parking area ends approximately 35 feet east of the eastern boundary line of the subject parcel. Section 2.6 of the Boulder County Multimodal Transportation Standards (the Standards) require both legal and physical access by road or driveway for the purpose of developing a property. Therefore, a driveway to the subject property boundary must be established to allow for the change in use.

The driveway to 8295 Overland Road must demonstrate compliance with the [Boulder County Multimodal Transportation Standards](#) (the Standards) for residential development in the mountains, including without limitation:

- a. Table 5.5.1 – Parcel Access Design Standards (1-Lane Mountain Access)
- b. Standard Drawing 11 – Private Access
- c. Standard Drawing 15 – Access Profiles Detail
- d. Standard Drawing 16 – Access Grade & Clearance
- e. Standard Drawing 17 – Access Pullouts
- f. Standard Drawing 18 – Access Turnaround
- g. Standard Drawing 19 – Typical Turnaround & Pullout Locations

Plans submitted by the applicant do not indicate the location of an emergency turnaround compliant with Standard Drawing 18 and 19. The emergency access turnaround must be located a minimum of 50 feet from the front of the residence and no greater than 150 feet from the rear of the residence, with a minimum 30-foot centerline radius. The emergency turnaround may be located within the adjacent property at 8297 Overland Road

At building permit, submit plans for review and approval by Access and Engineering staff with the Community Planning & Permitting Department a driveway extending to the eastern boundary line of 8295 Overland Road and the location of an emergency turnaround compliant with the Standards.

At final inspection, the Community Planning & Permitting Department must verify that the turnaround has been constructed in conformance with approved plans.

At final inspection, the Community Planning & Permitting Department must verify that the access and driveway has been constructed to comply with the Standards.

5. ***The site plan shall satisfactorily mitigate the risk of wildfire both to the subject property and those posed to neighboring properties in the surrounding area by the proposed development. In assessing the applicable wildfire risk and appropriate mitigation measures, the Director shall consider the referral comments of the County Wildfire Mitigation Coordinator and the applicable fire district, and may also consult accepted national standards as amended, such as the Urban-Wildland Interface Code; National Fire Protection Association (NFPA); International Fire Code; and the International Building Code.***

WILDFIRE MITIGATION

Wildfire mitigation is required for the proposed project, which is in [Wildfire Zone 1](#) (the foothills or mountains—approximately west of highways 7, 36, or 93) of the unincorporated portion of Boulder County. The Boulder County Wildfire Mitigation requirements are composed of site location, ignition-resistant materials and construction, defensible space, emergency water supply, and emergency vehicle access. A Boulder County Wildfire Mitigation Specialist has reviewed the site location as part of the Site Plan Review process, and no conflicts have been identified. The same owners own the property to the east.

Since the proposed development is located within a potentially hazardous area, all exterior building materials (including any proposed decking) must be ignition-resistant construction or better. For additional ignition-resistant construction information, please contact the Building Safety & Inspection Services Team at 303-441-3926. Refer to the Boulder County publication: [Building with Ignition Resistant Materials](#) for specific requirements. All exterior materials must be clearly noted on the building plans and must be reviewed and approved as “ignition resistant” by the Building Safety & Inspection Services Team.

Adequate defensible space is required to prevent the spread of fire to and from the structure. This requires limbing and/or removal of trees and shrubs to provide necessary vertical and horizontal fuel separation within a minimum of 100 ft. from the home and within 30 ft. along both sides of a driveway. Where the property boundary limits Zone 2 (at least 100 feet from structures), Zone 1 (a buffer of at least 30 feet free of conifer trees and other highly combustible vegetation immediately surrounding the home, including all attachments and accessory structures within 30 feet) may need to begin at the home’s

dripline. More information can be found by referring to the Colorado State Forest Service publication [Protecting Your Home from Wildfire: Creating Wildfire-Defensible Zones – 2012 Quick Guide](#).

Follow the Colorado State University [FireWise Plant Materials – 6.305, Fire-Resistant Landscaping – 6.303](#), and Colorado State Forest Service [Protecting Your Home from Wildfire: Creating Wildfire-Defensible Zones – 2012 Quick Guide](#) publications when choosing plants and designing revegetation and landscaping.

An emergency water supply is required to aid in the defense of the structures from a wildfire and assist in firefighting efforts. The Lefthand Fire Protection District typically requires an individual cistern in lieu of contributing to a community cistern fund. Contact Chris O'Brien of the Lefthand Fire Protection District for their individual cistern requirements at cobrien@lefthandfire.org; 720-214-0560. If the Fire Protection District does not have its own installation standards, follow the Boulder County publication: [Emergency Water Supply for Firefighting](#)

Emergency vehicle clearance is required to allow for safe ingress and egress of emergency vehicles. Emergency personnel try their best to respond to calls in a timely manner, often while negotiating difficult terrain. Planning for access by emergency vehicles improves safety for homeowners and their families by providing for a more efficient response by firefighters and other emergency personnel arriving on the scene. This is especially important in rural and mountainous areas where response times may be considerably longer than in cities, where emergency services are closer by. Refer to the Boulder County publication: [Driveway Access for Emergency Vehicles](#) for specific clearance-related requirements.

After applying for, but prior to issuance of any permits, a Boulder County Wildfire Mitigation Specialist will contact you to schedule a Wildfire Partners or Regulatory Wildfire Mitigation assessment and defensible space marking. Based upon the compliance path selected, either a Wildfire Partners Assessment report or a Wildfire Mitigation Plan will be created to describe the wildfire mitigation requirements.

Before scheduling rough framing inspections, the plan's defensible space and water supply portion must be implemented and inspected by the Community Planning & Permitting Department. All trees marked for removal must be cut, and all slash, cuttings, and debris must be removed and/or properly disposed of. The [Fire Sprinkler or Fire Cistern Approval Form](#) must be submitted to the Boulder County Building Safety & Inspection Services at ezbp@bouldercounty.org (or P.O. Box 471, Boulder, Colorado, 80306) after the fire protection district completes the applicable portion of the form. If an individual cistern was required, it must be located on-site in an appropriate location (subject to approval by the fire protection district), fitted with an appropriate dry hydrant connection, and be filled, and tested by the local fire protection district.

At the time of final inspection, all remaining required items in the Wildfire Partners Assessment report or the Wildfire Mitigation Plan are to be fully implemented and inspected. Ground surfaces within three feet of both existing and new structures, and at least 2 feet beyond the driplines of decks, bay windows, and other eaves and overhangs,

must be covered with an allowable non-combustible ground cover over a weed barrier material. The driveway vertical and horizontal vegetation clearance must be in place and conform to the Parcel Access Design Standards in the [Boulder County Multimodal Transportation Standards](#).

7. *The development shall avoid significant natural ecosystems or environmental features, including but not necessarily limited to riparian corridors and wetland areas, plant communities, and wildlife habitat and migration corridors, as identified in the Comprehensive Plan or through the site plan review process. Development within or affecting such areas may be approved, subject to acceptable mitigation measures and in the discretion of the Director, only if no other sites on the subject property can be reasonably developed, or only if reasonably necessary to avoid significant adverse impacts based upon other applicable site plan review criteria.*

ENVIRONMENTAL IMPACTS

Because no structural development is proposed, staff does not foresee any natural resource impacts to the Wildlife Migration Corridors, High Biodiversity Significance, Wetlands, Riparian Habitat Connectors and Riparian Areas as designated in the Boulder County Comprehensive Plan.

9. *The development shall avoid significant historic or archaeological resources as identified in the Comprehensive Plan or the Historic Sites Survey of Boulder County, or through the site plan review process. Development within or affecting such resources may be approved, subject to acceptable mitigation measures and in the discretion of the Director, only if no other sites on the subject property can be reasonably developed, or only if reasonably necessary to avoid significant adverse impacts based upon other applicable site plan review criteria.*

ARCHEOLOGICALLY SENSITIVE AREA AND TRAVEL ROUTE

An Archeologically Sensitive Area and Archeologically Sensitive Travel Route are present on the subject parcel, as identified by the [Boulder County Comprehensive Plan](#). The location of the existing structure does not intercept the identified Archeologically Sensitive Travel Route and because no structural development is proposed, staff does not foresee the potential for negative impacts to either of these designations.

10. *The development shall not have a significant negative visual impact on the natural features or neighborhood character of surrounding area. Development shall avoid prominent, steeply sloped, or visually exposed portions of the property. Particular consideration shall be given to protecting views from public lands and rights-of-way, although impacts on views of or from private properties shall also be considered. Development within or affecting features or areas of visual significance may be approved, subject to acceptable mitigation measures and in the discretion of the Director, only if no other sites on the subject property can be reasonably developed, or only if reasonably necessary to avoid significant adverse impacts based upon other applicable site plan review criteria.*

- b. For development anywhere in the unincorporated areas of the county, mitigation of visual impact may include changing structure location, reducing or relocating windows and glazing to minimize visibility, reducing structure height, changing structure orientation, requiring exterior color and materials that blend into the natural environment, and/or lighting requirements to reduce visibility at night.*

	APPROVED
Location:	Approved as it currently exists in the field and as shown on the land survey dated October 21, 2023

A. EXTERIOR COLORS AND MATERIALS

The applicant is not proposing any exterior changes or alterations to the existing building. No color or materials were provided with the submitted application materials; however, staff does not have concerns with the existing color of the structure, which consists of brown tone stones that blend in with the natural environment. Material samples should be submitted at time of building permit, to ensure they meet ignition resistant material requirements.

Prior to issuance of building permits, submit to the Community Planning & Permitting Department for review and approval, material samples for the existing structure including roof, siding and trim. Samples should be included as part of the building plan set required at the time of permit application.

B. EXTERIOR LIGHTING

The locations and types of existing exterior lighting fixtures were not provided in the application. Staff does not have concerns regarding the location of existing light fixtures on the structure as seen during the site visit on November 4, 2024. However, due to the snowy conditions it was hard to tell if all fixtures met the county's outdoor lighting requirements (see Article 7-1600 9f of the Code). Staff must verify that all fixtures are downlit, fully shielded and are compliant with the outdoor lighting requirements.

Prior to issuance of building permits, one copy of a lighting plan demonstrating the location and types of existing exterior light fixtures must be submitted to the Community Planning & Permitting Department for review and approval. [Down lighting](#) is required, meaning that all bulbs must be fully shielded to prevent light emissions above a horizontal plane drawn from the bottom of the fixture. The lighting plan must indicate the location of all exterior fixtures on the site and structure and must include cut sheets (manufacturer's specifications with picture or diagram) of all existing fixtures. If manufacture cut sheets are not available, please submit a photo of the light fixtures. The lighting plan shall be included as part of the building plan set required at the time of permit application.

Prior to issuance of a Certificate of Occupancy, the existing lighting plan and existing exterior light fixtures must be inspected and approved by the Community Planning & Permitting Department.

11. *The location of the development shall be compatible with the natural topography and existing vegetation and the development shall not cause unnecessary or excessive site disturbance. Such disturbance may include but is not limited to long driveways, over-sized parking areas, or severe alteration of a site's topography. Driveways or grading shall have a demonstrated associated principal use.*

A. LOCATION

The locations shown on the land survey dated October 21, 2023, and existing in the field are approved as proposed.

B. EARTHWORK AND GRADING

No earthwork was proposed with the submitted application materials. Because the driveway located at 8297 Overland Road will require some improvements to be compliant with the Standards for access to 8295 Overland Road, the applicant will need to submit earthwork and grading calculations at time of building permit for necessary improvements. *See Site Plan Review Standard 3 above for more information on required driveway and access design requirements.*

At time of building permit, submit an Earthwork and Grading Calculation worksheet for driveway and access improvements.

15. *The proposal shall be consistent with the Comprehensive Plan, any applicable intergovernmental agreement affecting land use or development, and this Code.*

As conditioned this proposal will be consistent with the Comprehensive Plan, intergovernmental agreements, and this Code.

ADDITIONAL REQUIREMENTS AND INFORMATION:

BUILDING PERMIT: A building permit, plan review, inspection approvals, and a Certificate of Occupancy (“C.O.”) are required for the proposed residence.

Please refer to the county’s adopted 2015 editions of the International Codes and code amendments, which can be found via the internet under the link:

2015 Building Code Adoption & Amendments, at the following URL:
[2015 Building Code Adoption & Amendments](#)

BUILDSMART: Please refer to the county’s adoption and amendments to Chapter 11 of the IRC, the county’s “BuildSmart” program, for the applicable requirements for energy conservation and sustainability for residential additions and new residential buildings. Please be aware that there are energy related requirements of this code that may require the use of renewable energy systems (such as rooftop solar systems) that will also need to be approved by your electric utility provider. In some cases, there may be limitations on the size of on-site systems allowed by your utility provider that could constrain the project design. We strongly encourage discussions

between the design team and the utility company as early in the process as possible in order to identify these constraints.

SPRINKLER REQUIREMENTS: Under the 2015 International Residential Code (“IRC”) as adopted by Boulder County, all new one- and two-family dwellings and townhouses are required to be equipped with an automatic fire sprinkler system that is designed and installed in accordance with NFPA 13D or IRC Section P2904.

Please Note: With regards to the Automatic Fire Sprinkler System requirements, this will be considered as a “new dwelling”.

DESIGN WIND AND SNOW LOADS: The design wind and ground snow loads for the property are 170 mph (Vult) and 55 psf, respectively.

IGNITION-RESISTANT CONSTRUCTION AND DEFENSIBLE SPACE: Please refer to Section R327 of the Boulder County Building Code for wildfire hazard mitigation requirements, including ignition-resistant construction and defensible space.

PLAN REVIEW: The items listed above are a general summary of some of the county’s building code requirements. A much more detailed plan review will be performed at the time of building permit application, when full details are available for review, to assure that all applicable minimum building code requirements are to be met. Our [Residential Plan Checklist](#) and other Building Safety publications can be found at: [Building Safety Publications](#)

PUBLIC HEALTH: Boulder County Public Health issued a repair permit for the installation of an absorption bed system on January 10, 2024. The permit was issued for an onsite wastewater treatment system (OWTS) adequate for a 4-bedroom house and a 2-bedroom house. Boulder County Public Health approved the installation of the OWTS on June 13, 2024. The structure that is changing use from an office to a 2-bedroom dwelling is currently connected to the approved OWTS. Public Health has no conflict with the proposed change of use. The OWTS permit for the two homes is tied to the address 8297 Overland Road, where the 4-bedroom home is located. A new parcel was created and assigned the address of 8295 Overland Road for the 2-bedroom house (former office). A note will be added to the OWTS database showing 8295 Overland Road is served by an approved OWTS.

COLORADO DIVISION OF WATER RESOURCES (DWR): The application materials state that the property is served by an existing well, however no well permit number was provided. According to records available through the DWR office, two well permits were issued to construct wells on a property with a legal description that includes the subject property prior to its division from the property at 8297 Overland Road. According to records available through the DWR office, well permit no. 74531 was issued on May 23, 1974, to construct a well on a property with a legal description which includes the subject parcel, and expired on May 23, 1976, due to lack of evidence of well completion. **The applicant must demonstrate that they have a legal source of water supply for the property. If the source of water supply is an existing onsite well, the applicant must obtain a valid permit for the existing well, either by reinstating well permit no. 74531 or obtaining a new permit to use the existing well.**

The applicant will need to work with the DWR to resolve any well permitting issues. *See the referral response from the DWR dated November 18, 2024, for more information.*

XCEL ENERGY: Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the documentation for Benedict Change in Use. Please be aware PSCo owns and operates existing electric distribution facilities within the subject property, and has no objection to this proposed change in use, contingent upon PSCo's ability to maintain all existing rights and this amendment should not hinder our ability for future expansion, and that our current use/enjoyment of the area would continue to be an accepted use on the property and that it be "grandfathered" into these changes.

The recent subdivision of the parcel may have caused the existing electric line to the transformer at 8295 Overland Road to be in trespass. Bill Schulz, Right-of-Way Agent at William.A.Schulz@xcelenergy.com will need to be contacted in order to remedy this situation with an express PSCo easement.

The applicant will need to work with Xcel Energy (PSCo) to resolve any potential trespassing issues with electric distribution facilities. *See the referral response from the Xcel Energy dated November 6, 2024, for more information.*

NATURE CONSERVANCY: The applicant holds a private conservation easement with the Nature Conservancy. Section 4.a.i. of the conservation easement between The Nature Conservancy and James and Audrey Benedict, dated June 14, 1999 and recorded June 16, 1999, at Reception #1950249 with the Boulder County Clerk, states that "[t]he home-office building can be converted to a guest house or to a residence for employees or family members."



Boulder County Land Use Department

Courthouse Annex Building
2045 13th Street • PO Box 471 • Boulder, Colorado 80302
Phone: 303-441-3930
Email: planner@bouldercounty.org
Web: www.bouldercounty.org/lu
Office Hours: Mon., Wed., Thurs., Fri. 8 a.m. to 4:30 p.m.
Tuesday 10 a.m. to 4:30 p.m.

Shaded Areas for Staff Use Only

Intake Stamp

Planning Application Form

The Land Use Department maintains a submittal schedule for accepting applications. Planning applications are accepted on Mondays, by appointment only. Please call 303-441-3930 to schedule a submittal appointment.

Project Number		Project Name		
<input type="checkbox"/> Appeal <input type="checkbox"/> Correction Plat <input type="checkbox"/> Exemption Plat <input type="checkbox"/> Final Plat <input type="checkbox"/> Limited Impact Special Use <input type="checkbox"/> Limited Impact Special Use Waiver <input type="checkbox"/> Location and Extent	<input type="checkbox"/> Modification of Site Plan Review <input type="checkbox"/> Modification of Special Use <input type="checkbox"/> Preliminary Plan <input type="checkbox"/> Resubdivision (Replat) <input type="checkbox"/> Rezoning	<input type="checkbox"/> Road Name Change <input type="checkbox"/> Road/Easement Vacation <input checked="" type="checkbox"/> Site Plan Review <input type="checkbox"/> Site Plan Review Waiver <input type="checkbox"/> Sketch Plan <input type="checkbox"/> Special Use/SSDP	<input type="checkbox"/> Special Use (Oil & Gas development) <input type="checkbox"/> State Interest Review (1041) <input type="checkbox"/> Subdivision Exemption <input type="checkbox"/> Variance <input type="checkbox"/> Other:	
Location(s)/Street Address(es) 8295 OVERLAND ROAD				
WARD, CO 80481				
Subdivision Name TR, NBR 950 JAMESTOWN AREA				
Lot(s)	Block(s)	Section(s) 21	Township(s) 2N	Range(s) 72
Area in Acres 36.32	Existing Zoning F	Existing Use of Property RESIDENTIAL		Number of Proposed Lots 1
Proposed Water Supply EXISTING WELL		Proposed Sewage Disposal Method EXISTING SEPTIC		

Applicants:

Applicant/Property Owner AUDREY BENEDICT REVOCABLE TRUST			Email audrey@clouddridge.org	
Mailing Address 8297 OVERLAND ROAD				
City WARD	State CO	Zip Code 80481	Phone 303-459-3248	
Applicant/Property Owner/Agent/Consultant TREO ARCHITECTS			Email ed@treotreo.com ; matt@treotreo.com	
Mailing Address 1722 14TH STREET #115				
City BOULDER	State CO	Zip Code 80302	Phone 303-449-1336	
Agent/Consultant			Email	
Mailing Address				
City	State	Zip Code	Phone	

Certification (Please refer to the Regulations and Application Submittal Package for complete application requirements.)

I certify that I am signing this Application Form as an owner of record of the property included in the Application. I certify that the information and exhibits I have submitted are true and correct to the best of my knowledge. I understand that all materials required by Boulder County must be submitted prior to having this matter processed. I understand that public hearings or meetings may be required. I understand that I must sign an Agreement of Payment for Application processing fees, and that additional fees or materials may be required as a result of considerations which may arise in the processing of this docket. I understand that the road, school, and park dedications may be required as a condition of approval.

I understand that I am consenting to allow the County Staff involved in this application or their designees to enter onto and inspect the subject property at any reasonable time, without obtaining any prior consent.

All landowners are required to sign application. If additional space is needed, attach additional sheet signed and dated.

Signature of Property Owner <i>Audrey J Benedict</i>	Printed Name Audrey Benedict Revocable Trust, Trustee	Date 10/18/2024
Signature of Property Owner	Printed Name	Date

The Land Use Director may waive the landowner signature requirement for good cause, under the applicable provisions of the Land Use Code.



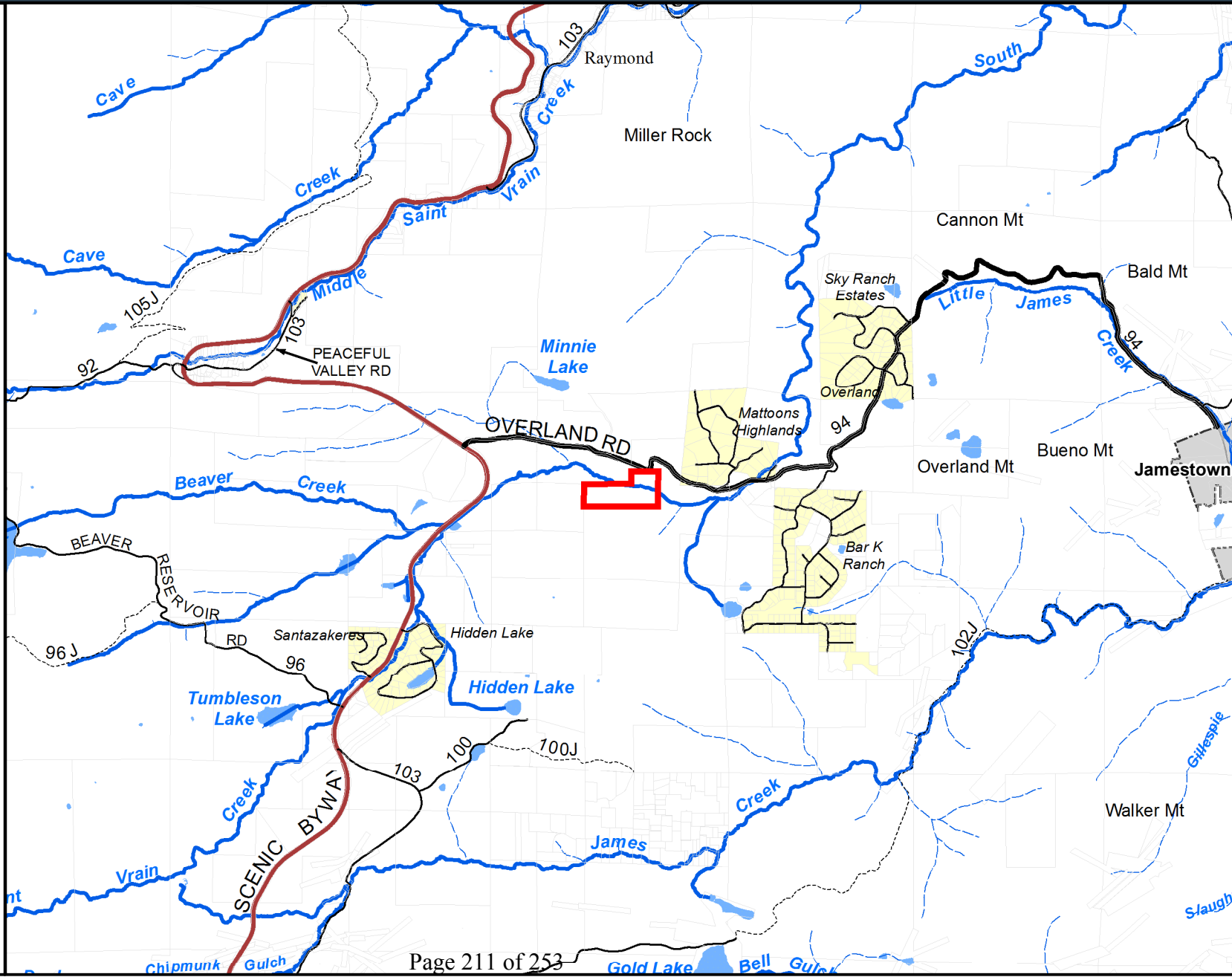
Community Planning & Permitting

2045 13th Street, Boulder, CO 80302 303-441-3930 www.bouldercounty.org

Vicinity

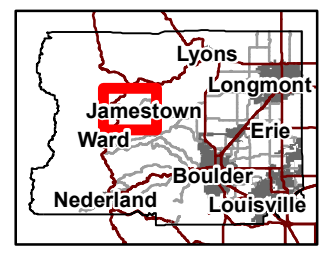
8295 OVERLAND RD

- Subject Parcel
- Municipalities
- Subdivisions**
- Subdivisions



0 0.35 0.7 Miles

Area of Detail Date: 10/8/2024



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Location

8295 OVERLAND RD

 Subject Parcel

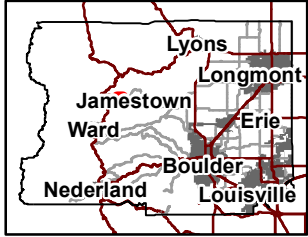
Subdivisions

 Subdivisions

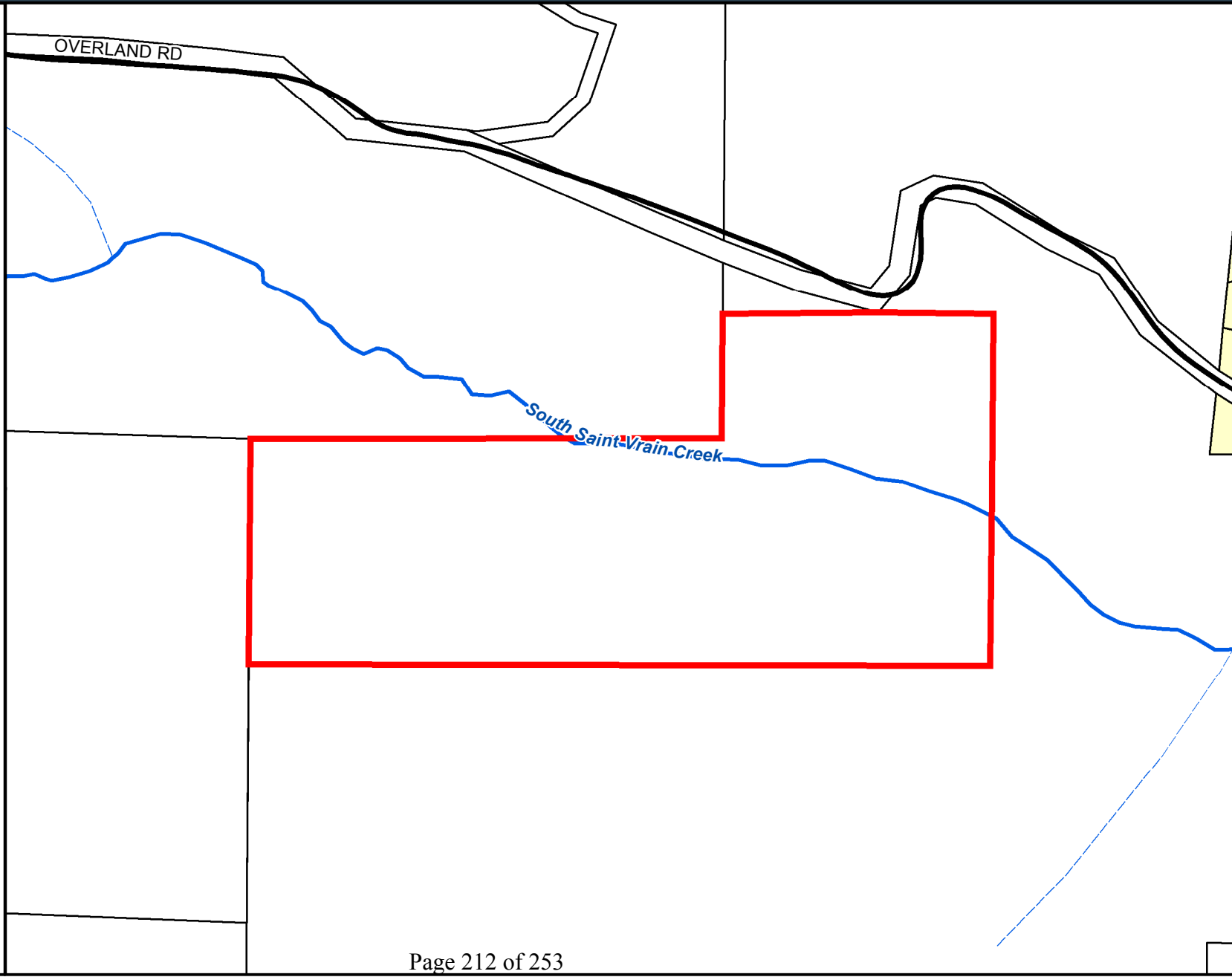
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Miles



Area of Detail Date: 10/8/2024



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Aerial

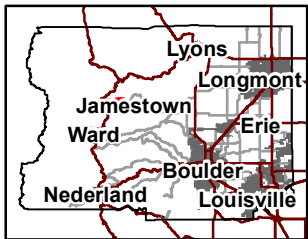
8295 OVERLAND RD

 Subject Parcel

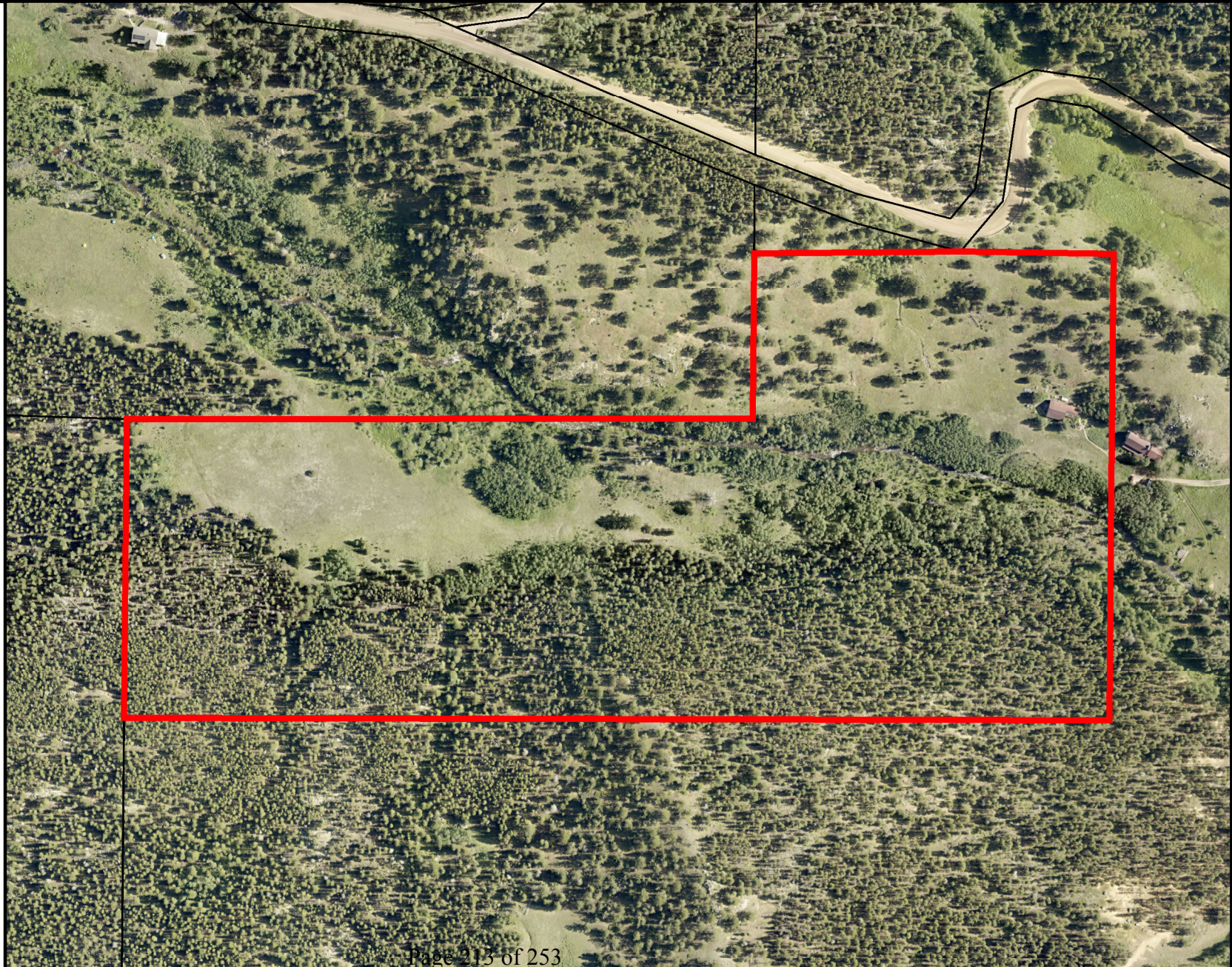
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Miles



Area of Detail Date: 10/8/2024



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Aerial

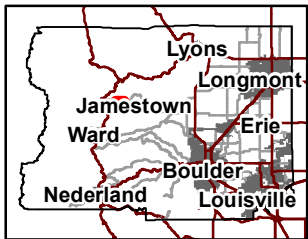
8295 OVERLAND RD

 Subject Parcel

0 0.05 0.1 Miles



Area of Detail Date: 10/8/2024



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Comprehensive Plan

8295 OVERLAND RD

Subject Parcel

Archeologically Sensitive Travel Routes

Archeologically Sensitive Travel Routes

Wildlife Migration Corridors

Riparian Areas

Archaeologically Sensitive Areas

Archeologically Sensitive Areas

Wetlands

Riparian Habitat Connectors

High Biodiversity Areas

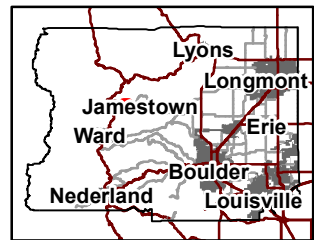
B3: High Biodiversity Significance

Peak to Peak Scenic Corridor

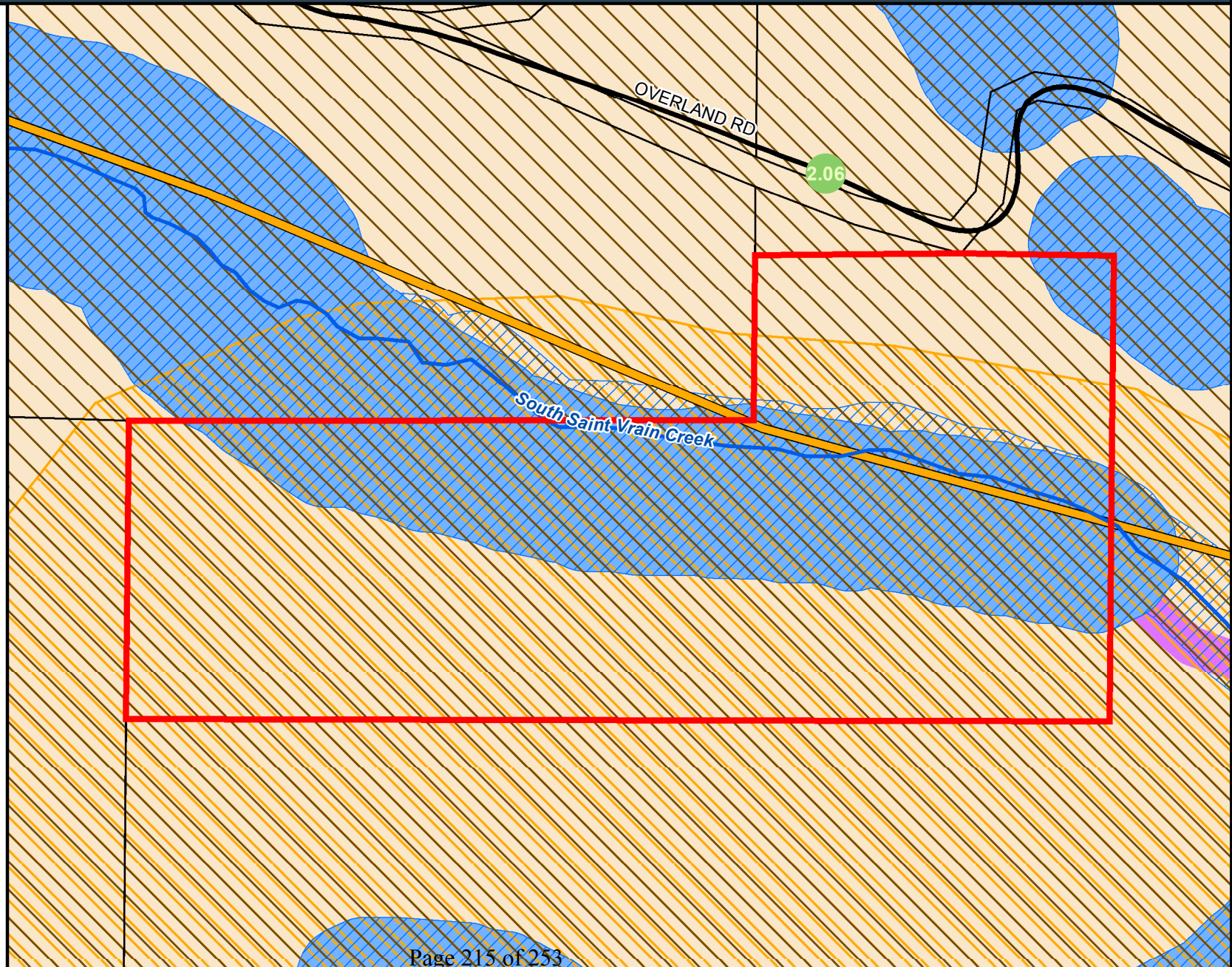
0 0.025 0.05 Miles



Area of Detail Date: 10/8/2024



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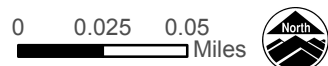
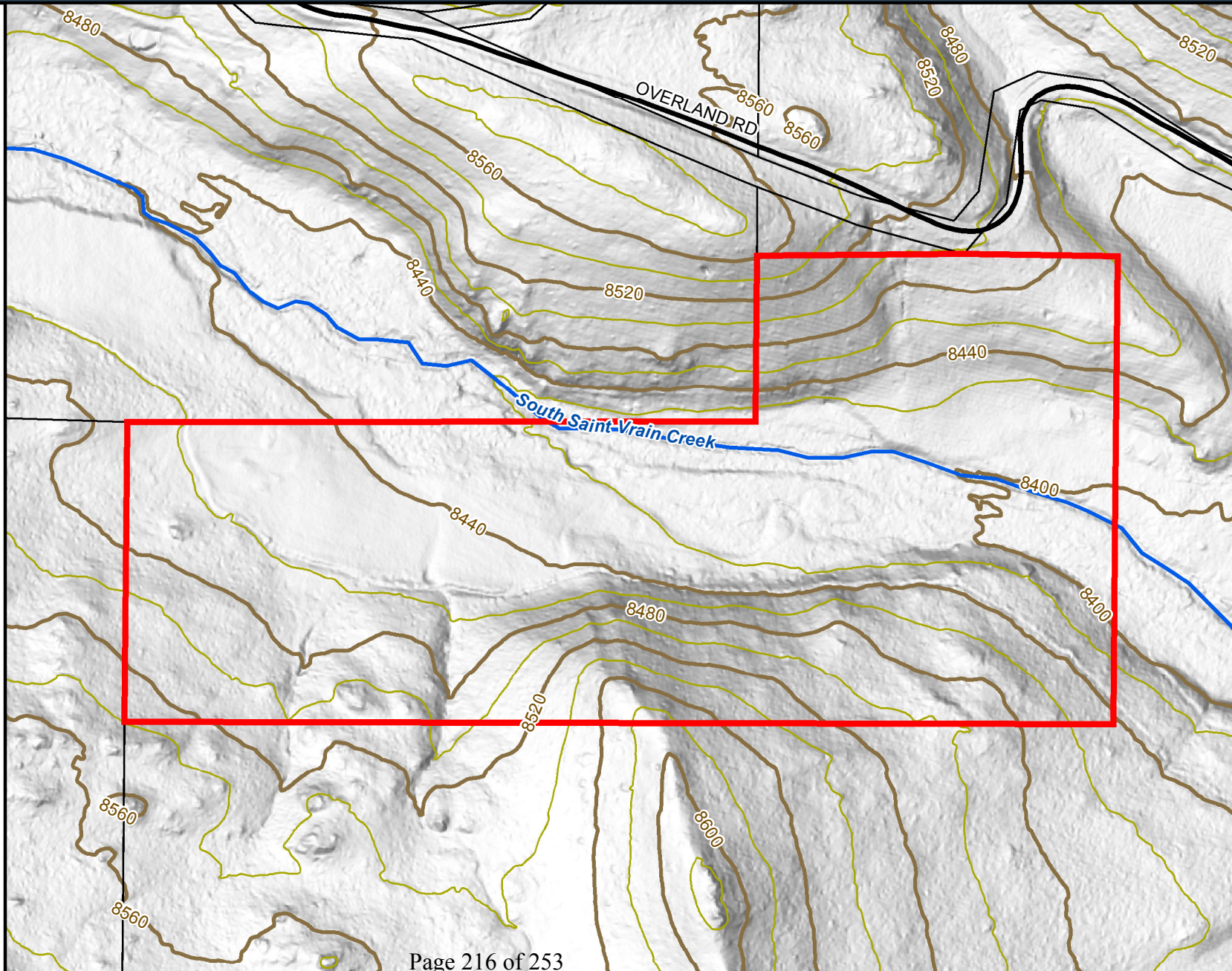
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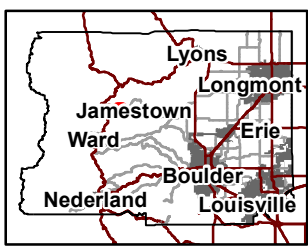
Elevation Contours

8295 OVERLAND RD

-  Subject Parcel
-  Contours 40'
-  Contours 20'






Area of Detail Date: 10/8/2024



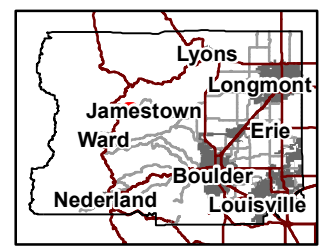
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-  Subject Parcel
- Floodplain**
-  Floodway
-  500-Year Floodplain



Area of Detail Date: 10/8/2024



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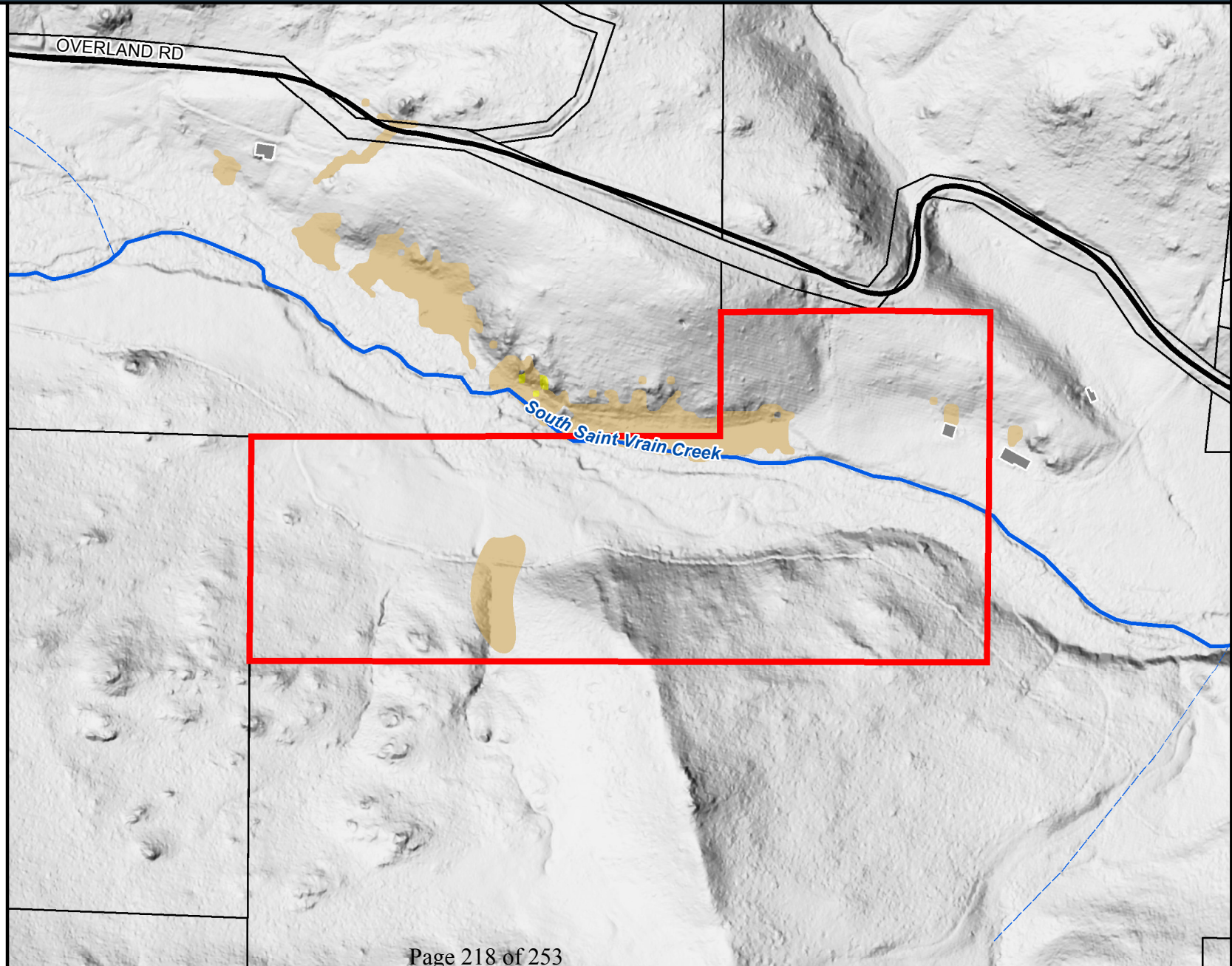
Community Planning & Permitting


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Geologic Hazards

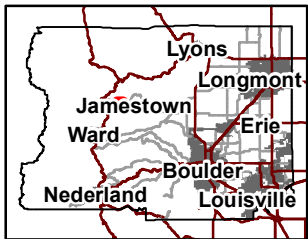
8295 OVERLAND RD

 Subject Parcel



0 190 380 Feet 

Area of Detail Date: 10/8/2024



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Planning Areas

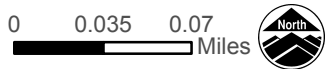
8295 OVERLAND RD

 Subject Parcel

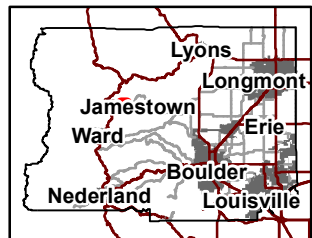
 Active IGA
Boundary

Active IGA Designation

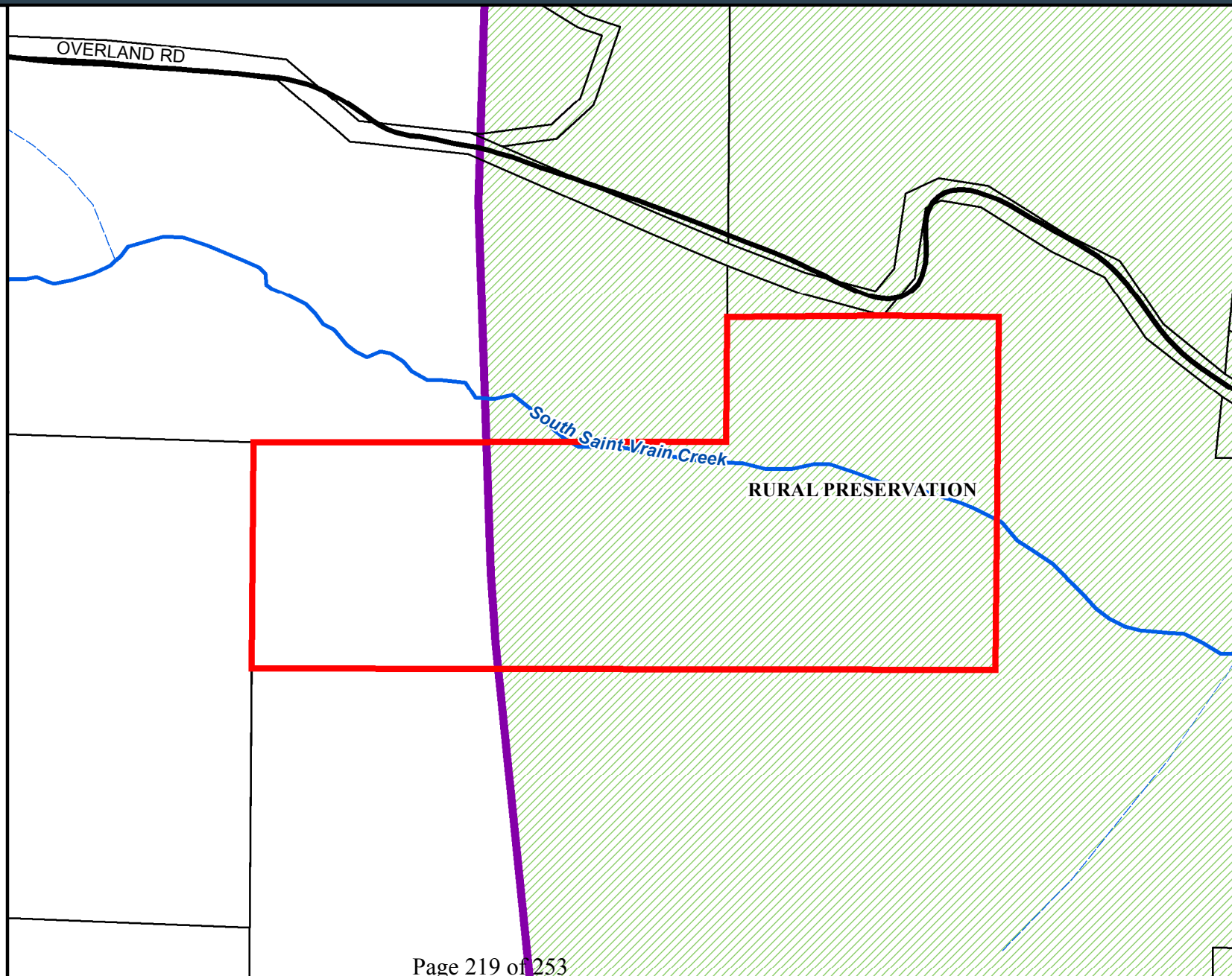
 RURAL
PRESERVATION



Area of Detail Date: 10/8/2024



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Public Lands & CEs


8295 OVERLAND RD

 Subject Parcel

Federal Lands

 USFS Land

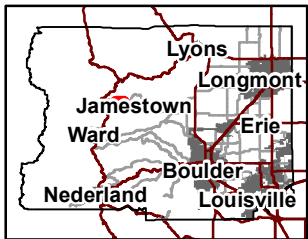
Private

 Conservation
Easements

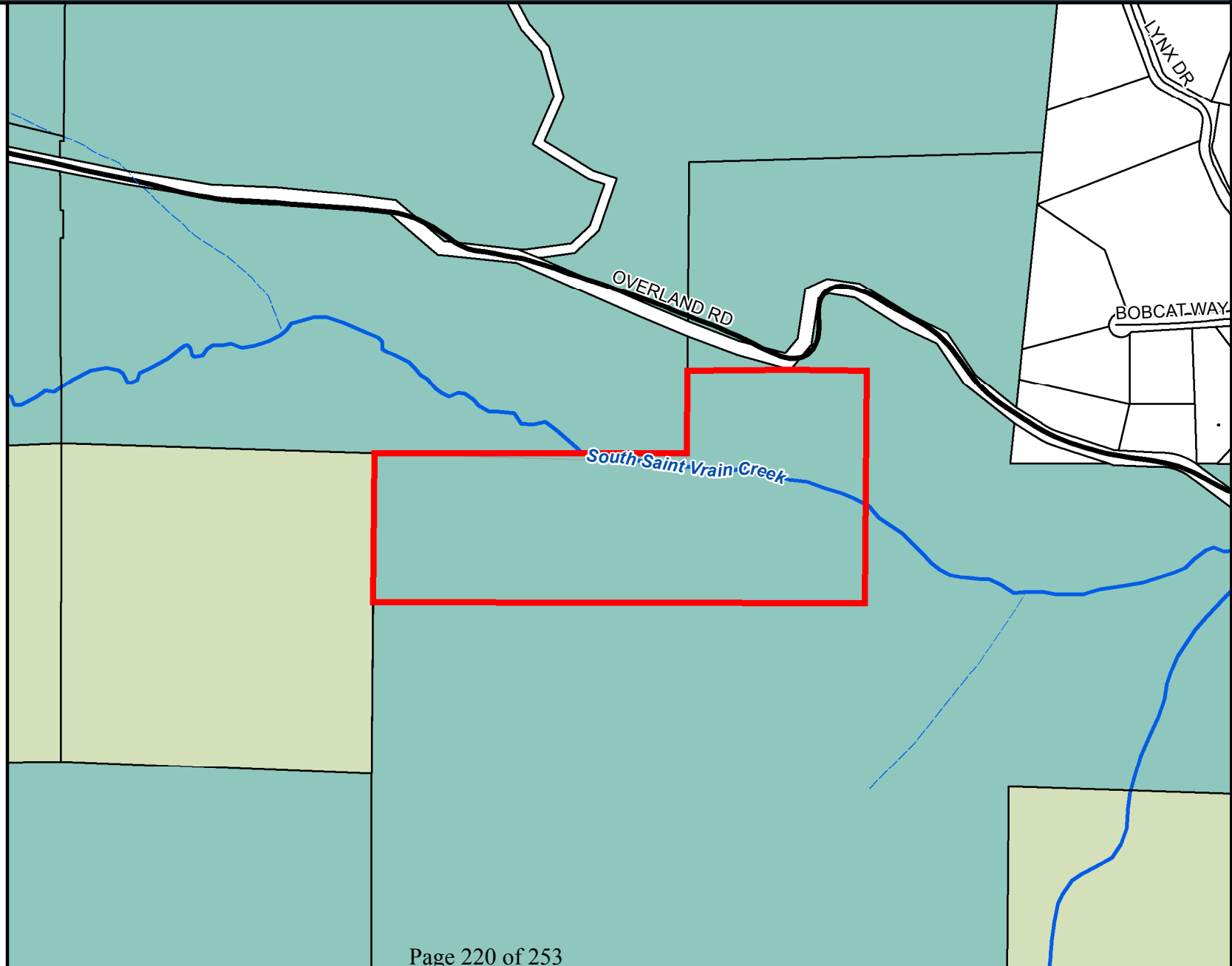
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Miles



Area of Detail Date: 10/8/2024



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Community Planning & Permitting

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Zoning

8295 OVERLAND RD

 Subject Parcel

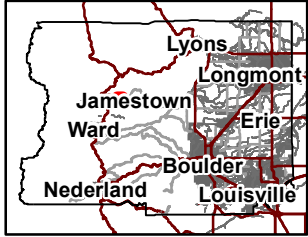
Zoning Districts

 Forestry

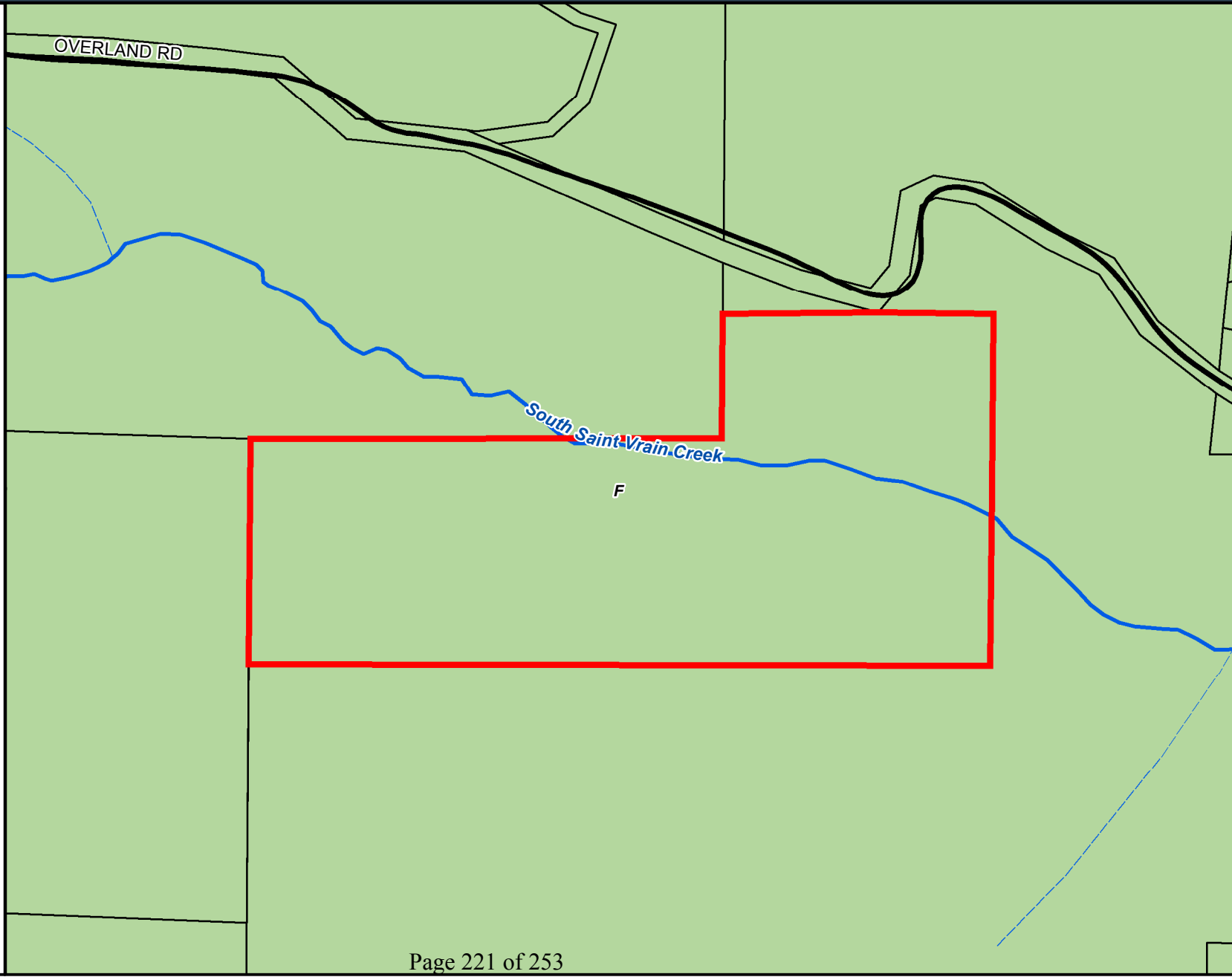
0 190 380 Feet



Area of Detail Date: 10/8/2024



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Site Plan Review Fact Sheet

The applicant(s) is/are required to complete each section of this Site Plan Review (SPR) Fact Sheet even if the information is duplicated elsewhere in the SPR application. Completed Fact Sheets reduce the application review time which helps expedite the Director's Determination. Please make duplicates of this SPR Fact Sheet if the project involves more than two structures.

Structure #1 Information

Type of Structure: (e.g. residence, studio, barn, etc.)				Residence	
Total Existing Floor Area: (Finished + Unfinished square feet including garage if attached.)				2132 sq. ft.	Deconstruction: N/A sq. ft.
Are new floor areas being proposed where demolition will occur? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (include the new floor area square footage in the table below)					
Proposed Floor Area (New Construction Only)				<input checked="" type="checkbox"/> Residential <input type="checkbox"/> Non-Residential	
	Finished	Unfinished	Total		
Basement:	N/A sq. ft.	N/A sq. ft.	N/A sq. ft.	Height (above existing grade)	21'-3"
First Floor:	1664 sq. ft.	N/A sq. ft.	1664 sq. ft.	Exterior Wall Material	STONE/STUCCO
Second Floor:	468 sq. ft.	N/A sq. ft.	468 sq. ft.	Exterior Wall Color	BUFF/YELLOW
Garage:				Roofing Material	METAL
<input type="checkbox"/> Detached	N/A sq. ft.	N/A sq. ft.	N/A sq. ft.	Roofing Color	WEATHERED/BROWN
<input type="checkbox"/> Attached					
*Covered Porch:	88 sq. ft.	N/A sq. ft.	88 sq. ft.		
Total:	2220 sq. ft.	N/A sq. ft.	2220 sq. ft.	Total Bedrooms	2

Structure #2 Information

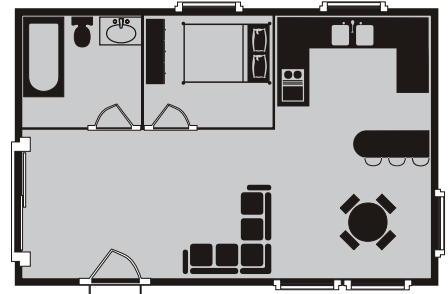
Type of Structure: (e.g. residence, studio, barn, etc.)					
Total Existing Floor Area: (Finished + Unfinished square feet including garage if attached.)					Deconstruction: sq. ft.
Are new floor areas being proposed where demolition will occur? <input type="checkbox"/> No <input type="checkbox"/> Yes (include the new floor area square footage in the table below)					
Proposed Floor Area (New Construction Only)				<input type="checkbox"/> Residential <input type="checkbox"/> Non-Residential	
	Finished	Unfinished	Total		
Basement:	sq. ft.	sq. ft.	sq. ft.	Height (above existing grade)	
First Floor:	sq. ft.	sq. ft.	sq. ft.	Exterior Wall Material	
Second Floor:	sq. ft.	sq. ft.	sq. ft.	Exterior Wall Color	
Garage:				Roofing Material	
<input type="checkbox"/> Detached	sq. ft.	sq. ft.	sq. ft.	Roofing Color	
<input type="checkbox"/> Attached					
*Covered Porch:	sq. ft.	sq. ft.	sq. ft.		
Total:	sq. ft.	sq. ft.	sq. ft.	Total Bedrooms	

Project Identification:

Project Name:	8295 OVERLAND ROAD
Property Address/Location:	WARD, CO 80481
Current Owner:	AUDREY BENEDICT
Size of Property in Acres:	36.62

Determining Floor Area

Floor Area is measured in terms of square feet. The total square footage is as everything within the exterior face of the exterior walls including garages and basements. **Covered porch area that is attached to the principal structure is not included (see Article 18-131A).** The shaded area on the diagram indicates the area counted as square feet.



Residential vs. Non-Residential Floor Area

Residential Floor Area includes all attached and detached floor area (as defined in Article 18-162) on a parcel, including principal and accessory structures used or customarily used for residential purposes, such as garages, studies, pool houses, home offices and workshops. Gazebos and carports up to a total combined size of 400 square feet are exempt. Barns used for agricultural purposes are not considered residential floor area.

Note: If an existing wall(s) and/or roof(s) are removed and a new wall(s)/roof(s) are constructed, the associated floor area due to the new wall(s)/roof(s) are considered new construction and must be included in the calculation of floor area for the Site Plan Review and shown on this Fact Sheet.

If a Limited Impact Special Review is required, then call 303-441-3930 and ask for a new Pre-Application conference for the Limited Impact Special Review.

*See Article 18-131A for definition of covered porch.

Grading Calculation

Cut and fill calculations are necessary to evaluate the disturbance of a project and to verify whether or not a Limited Impact Special Review is required. Limited Impact Special Review is required when grading for a project involves more than 500 cubic yards (minus normal cut/fill and backfill contained within the foundation footprint).

If grading totals are close to the 500 yard trigger, additional information may be required, such as a grading plan stamped by a Colorado Registered Professional Engineer.

Earth Work and Grading

This worksheet is to help you accurately determine the amount of grading for the property in accordance with the Boulder County Land Use Code. Please fill in all applicable boxes.

Note: Applicant(s) must fill in the shaded boxes even though foundation work does not contribute toward the 500 cubic yard trigger requiring Limited Impact Special Use Review. Also, all areas of earthwork must be represented on the site plan.

Earth Work and Grading Worksheet:

	Cut	Fill	Subtotal
Driveway and Parking Areas			
Berm(s)			
Other Grading			
Subtotal			Box 1
* If the total in Box 1 is greater than 500 cubic yards, then a Limited Impact Special Review is required.			
	Cut	Fill	Total
Foundation			
Material cut from foundation excavation to be removed from the property			

Excess Material will be Transported to the Following Location:

Excess Materials Transport Location:

Narrative

Use this space to describe any special circumstances that you feel the Land Use Office should be aware of when reviewing your application, including discussion regarding any factors (listed in Article 4-806.2.b.i) used to demonstrate that the presumptive size limitation does not adequately address the size compatibility of the proposed development with the defined neighborhood. If more room is needed, feel free to attach a separate sheet.

Please see cover letter submitted with packet for narrative.

Is Your Property Gated and Locked?

Note: If county personnel cannot access the property, then it could cause delays in reviewing your application.

Certification

I certify that the information submitted is complete and correct. I agree to clearly identify the property (if not already addressed) and stake the location of the improvements on the site within four days of submitting this application. I understand that the intent of the Site Plan Review process is to address the impacts of location and type of structures, and that modifications may be required. Site work will not be done prior to issuance of a Grading or Building Permit.

Signature Matthew Brown	Digitally signed by Matthew Brown Reason: I am the author of this document Contact Info: matt@treotree.com Date: 2024.10.21 11:48:59-06'00'	Print Name Matthew Brown	Date 10.21.2024
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Architects who build

October 21, 2024

Boulder County Community Planning and Permitting
PO Box 471
Boulder, CO 80306

Re: Site Plan Review for 8295 Overland Road, Ward CO 80481

Dear Boulder County Community Planning and Permitting:

This letter is intended to be submitted alongside the Site Plan Review materials for 8295 Overland Road, and shall serve as the narrative description of the proposed use of the property.

The structure is currently permitted as an accessory residential space (home office). This SPR proposal contemplates a change of use to classify the structure as a single-family dwelling unit. The 8295 Overland Road parcel has been newly created to this end; existing Conservation Easement has been amended; and septic upgrades have been permitted and completed. Access to the new parcel is existing through 8297 Overland Road (from which 8295 Overland was subdivided; property owner is the same); improvements for emergency access have been reviewed and are ongoing under the open building permit BP 23-2189. All building and site conditions are existing to remain: no new work of any kind is proposed.

Applicant intends for the "Amendment to deed of Conservation Easement" to serve the same purpose as a Letter of Consent from the Nature Conservancy (holder of the CE). Please see item B of the Recitals: "The conversion of the existing home-office building to a guest house or residence... is allowed pursuant to Paragraph 4.A.i of the Conservation Easement..."

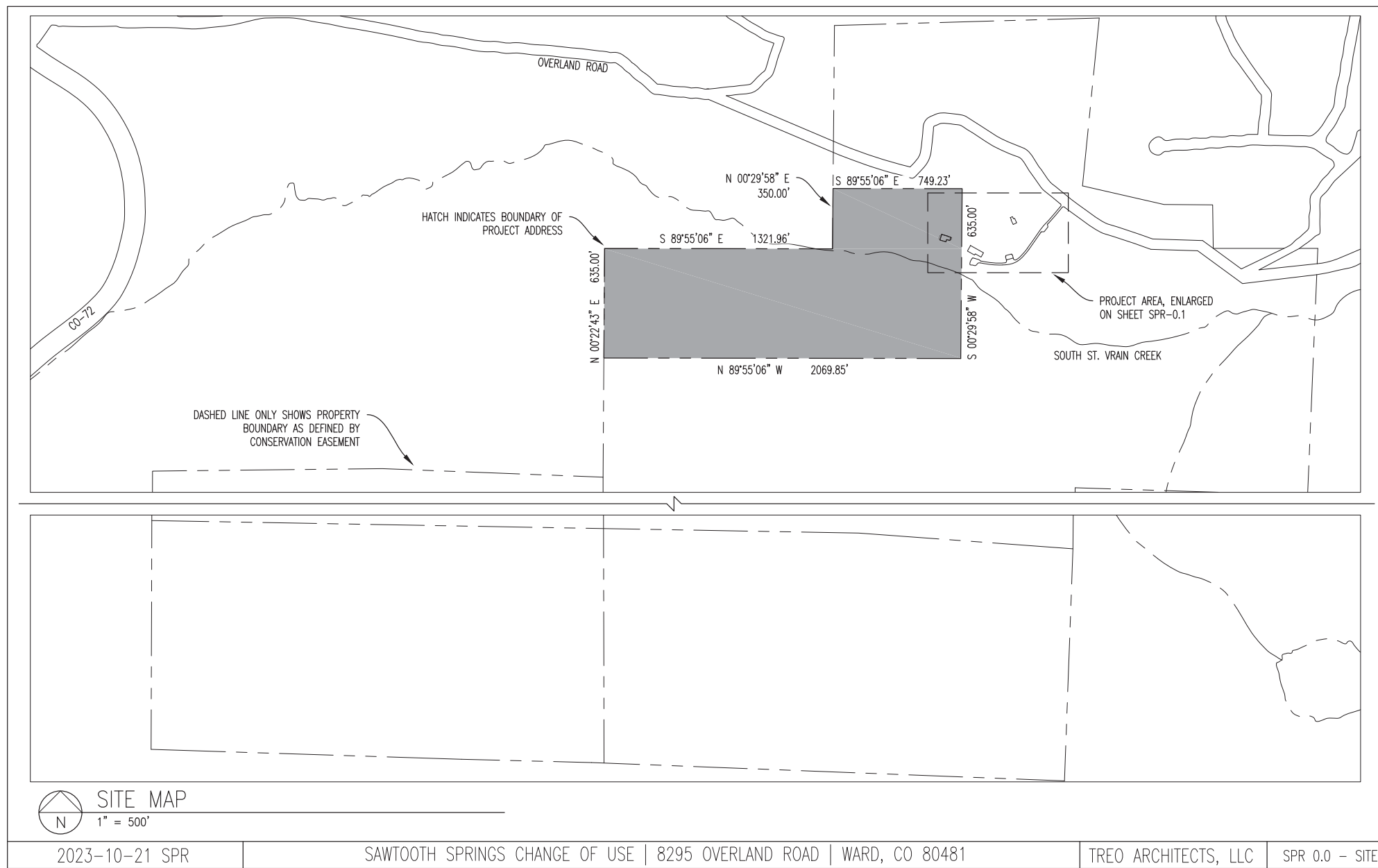
Thank you for your time and consideration.

Regards,

Matthew Brown

Digitally signed by Matthew Brown
Reason: I am the author of this document
Contact Info: matt@treotreo.com
Date: 2024.10.21 11:49:21-06'00'

Matthew Brown
Treo Architects

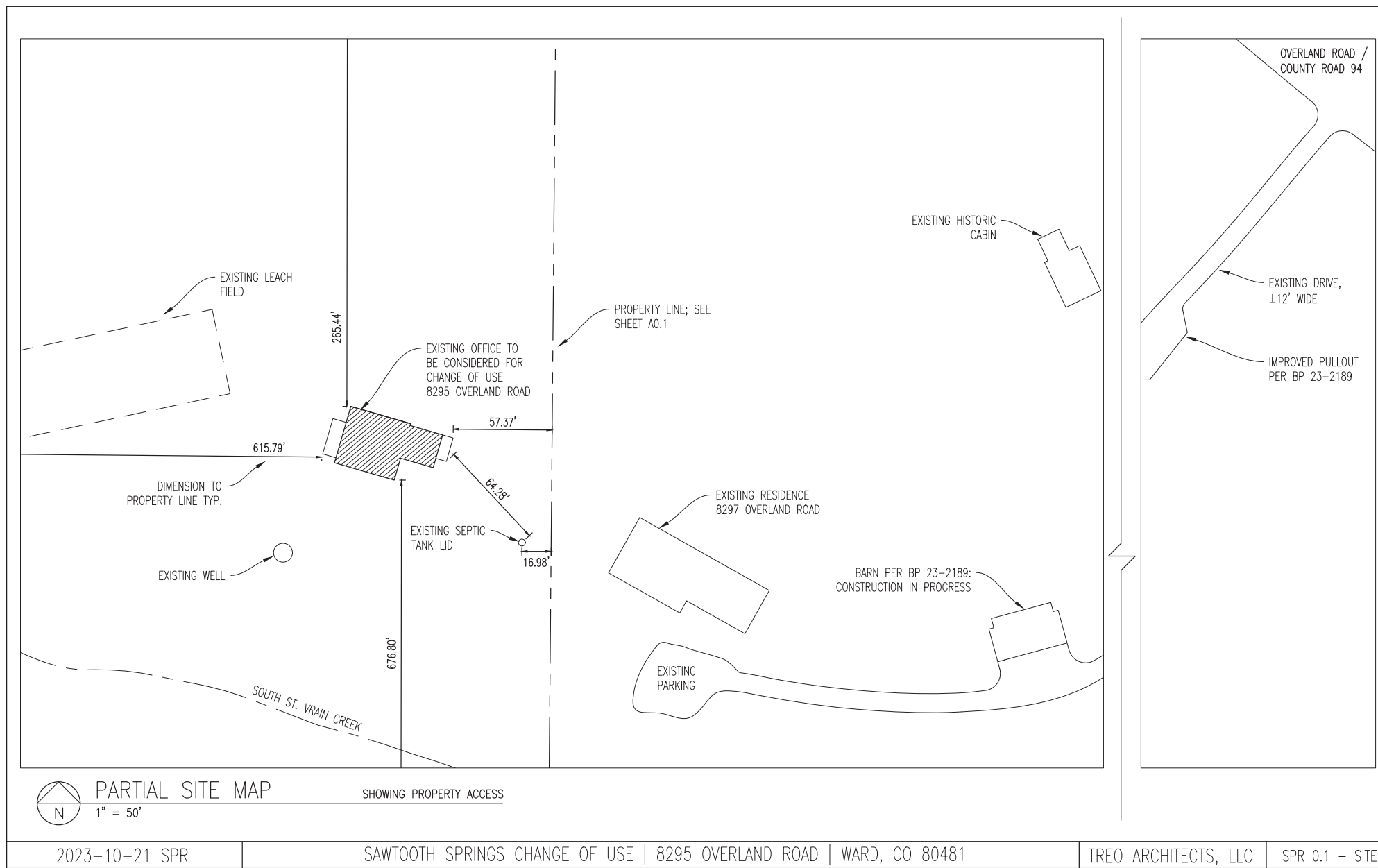


2023-10-21 SPR

SAWTOOTH SPRINGS CHANGE OF USE | 8295 OVERLAND ROAD | WARD, CO 80481

TREO ARCHITECTS, LLC

SPR 0.0 - SITE



2023-10-21 SPR

SAWTOOTH SPRINGS CHANGE OF USE | 8295 OVERLAND ROAD | WARD, CO 80481

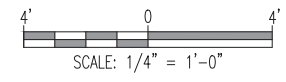
TREO ARCHITECTS, LLC

SPR 0.1 - SITE



 EAST ELEVATION
1/4" = 1'-0"

EXISTING

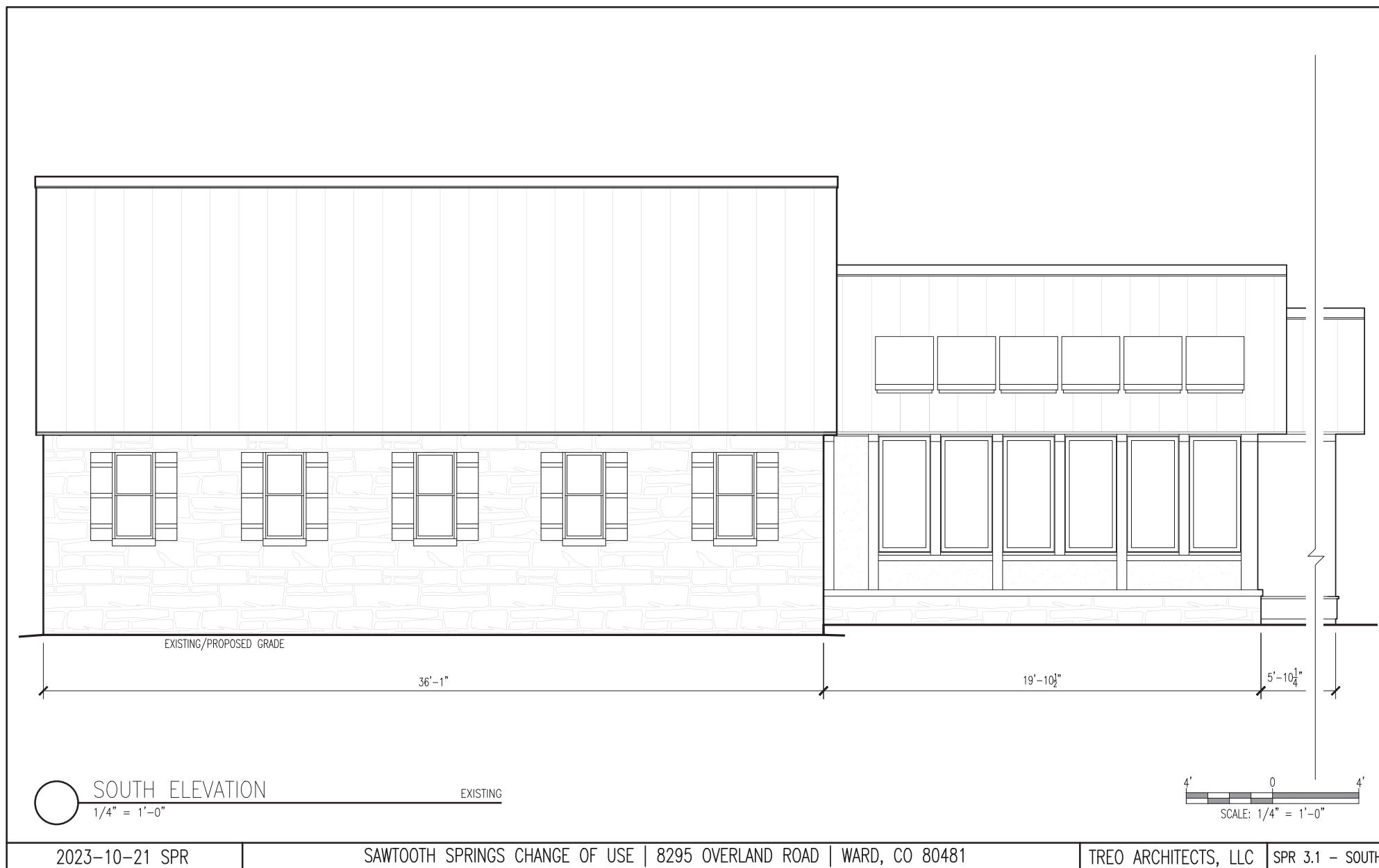


2023-10-21 SPR

SAWTOOTH SPRINGS CHANGE OF USE | 8295 OVERLAND ROAD | WARD, CO 80481

TREO ARCHITECTS, LLC

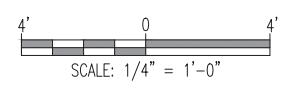
SPR 3.0 - EAST





○ WEST ELEVATION
1/4" = 1'-0"

EXISTING



2023-10-21 SPR

SAWTOOTH SPRINGS CHANGE OF USE | 8295 OVERLAND ROAD | WARD, CO 80481

TREO ARCHITECTS, LLC

SPR 3.3 - WEST



Sent via Email

October 25, 2024

Audrey Benedict
8297 Overland Road
Ward, CO 80481

RE: 8295 Overland Road – conversion of office to residence

Dear Audrey,

You have requested that The Nature Conservancy confirm that the conversion of Jim's office to a residence on your Sawtooth Springs property in Boulder County is permitted under the terms and conditions of the 1999 conservation easement held by TNC.

Section 4.a.i. of the conservation easement between The Nature Conservancy and James and Audrey Benedict, dated June 14, 1999 and recorded June 16, 1999, at Reception #1950249 with the Boulder County Clerk, states that "[t]he home-office building can be converted to a guest house or to a residence for employees or family members."

TNC documented that the office was being remodeled into a guest house during our 2012 annual monitoring visit and that the caretakers were living in the residence in the 2013 report. These actions were consistent with the terms of the conservation easement.

Please let me know if you have any additional questions.

All the best,



Nancy Fishbein
Director of Resilient Lands, Colorado Program

RECORDING REQUESTED BY AND)
 WHEN RECORDED RETURN TO:)
 The Nature Conservancy)
 Attn: Legal Department)
 2424 Spruce Street, Suite 100)
 Boulder, Colorado 80302)

AMENDMENT TO DEED OF CONSERVATION EASEMENT
 (West Boulder County Ranches – Benedict (Sawtooth Springs Ranch))

THIS AMENDMENT TO DEED OF CONSERVATION EASEMENT (this “Amendment”) is entered into this 27th day of August, 2024, by and between The Audrey D. Benedict Revocable Trust (“Grantor”), and The Nature Conservancy, a District of Columbia nonprofit corporation (the “Conservancy”), in connection with that certain Deed of Conservation Easement dated June 14, 1999, and recorded on June 16, 1999, as Document 1950249, in the real property records of the Clerk and Recorder of Boulder County, Colorado (the “Conservation Easement”) by and between Grantor and the Conservancy.

RECITALS:

A. Conservancy and Grantor have the right to amend the Conservation Easement in accordance with Paragraph 13 of the Conservation Easement.

B. Grantor and Conservancy desire to amend the Conservation Easement to allow the creation of a new, 36.2-acre legal Parcel, as more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (“Parcel A”). The creation of Parcel A will enable Grantor to comply with Boulder County regulations regarding the conversion of a workshop/office into an Accessory Dwelling Unit (ADU). The conversion of the existing home-office building to a guest house or residence for employees or family members is allowed pursuant to Paragraph 4.A.i of the Conservation Easement. The sole purpose of allowing the creation of Parcel A is to provide Grantor the ability to comply with Boulder County regulations.

NOW THEREFORE, in consideration of the mutual agreements herein and for other good and valuable consideration, receipt of which is hereby acknowledged, the Grantor and the Conservancy hereby agree as follows:

1. Paragraph 5.H. shall be deleted in its entirety and replaced by the following:

5.H. Division/Partition.

- (i) To protect the Conservation Purpose of this Conservation Easement, the legal or de facto division, subdivision, or partitioning in kind of the Property (which includes the newly created Parcel A allowed by this amendment), is prohibited, which shall include but shall not be limited to the following: any subdivision, platting,

IN WITNESS WHEREOF, Grantor and the Conservancy have executed this Amendment as of the date first written above.

CONSERVANCY:

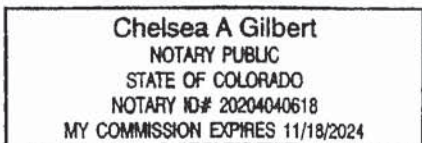
THE NATURE CONSERVANCY,
a District of Columbia nonprofit corporation

By: [Signature]
Its: Director of Resilient Lands
Date: 8.27-2024

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 27TH day of AUGUST 2024, by Nancy Fishbein as Colorado Director of Resilient Lands of THE NATURE CONSERVANCY, a District of Columbia nonprofit corporation.

Witness my hand and official seal.



[Signature]
Notary Public
My commission expires: 11/18/2024

GRANTOR:

The Audrey D. Benedict Revocable Trust
Current OwnerBy: Audrey D. Benedict
Audrey D. Benedict, TrusteeDate: 8/30/2024STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 30th day of August,
2024, by Audrey D. Benedict, Trustee of the Audrey D. Benedict Revocable Trust.

Witness my hand and official seal.



Notary Public

Exhibit A
Property Description

A PARCEL OF LAND LOCATED IN SECTION 21, TOWNSHIP 2 NORTH, RANGE 72 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO DESCRIBED AS COMMENCING AT THE WEST $\frac{1}{4}$ CORNER OF SAID SECTION 21 (POC) AS MONUMENTED BY THE BUREAU OF LAND MANAGEMENT (BLM) IN 1960 WITH A 2 $\frac{1}{2}$ " PIPE WITH A 3 $\frac{1}{4}$ " BRASS CAP (BLM MONUMENT) STAMPED AS SHOWN ON SHEET 1, AND CONSIDERING THE NORTH LINE OF THE SOUTH $\frac{1}{2}$ OF SAID SECTION 21 BETWEEN THE SAID WEST $\frac{1}{4}$ CORNER OF SECTION 21 AND THE EAST $\frac{1}{4}$ CORNER OF SAID SECTION 21 AS MONUMENTED BY A BLM MONUMENT TO BEAR SOUTH 89°55'06" EAST WITH ALL BEARINGS HEREIN RELATIVE THERETO;

THENCE ALONG THE SAID NORTH LINE OF THE SOUTH $\frac{1}{2}$ OF SAID SECTION 21 SOUTH 89°55'06" EAST 1321.96 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SAID SECTION 21, BEING THE POINT OF BEGINNING (POB);

THENCE CONTINUING ALONG THE SAID NORTH LINE OF THE SOUTH $\frac{1}{2}$ OF SECTION 21 SOUTH 89°55'06" EAST 1321.96 FEET TO THE CENTER OF SAID SECTION 21;

THENCE DEPARTING THE SAID NORTH LINE OF THE SOUTH $\frac{1}{2}$ OF SECTION 21, ALONG THE WEST LINE OF THE EAST $\frac{1}{2}$ OF SAID SECTION 21, AS MONUMENTED AT THE SOUTH $\frac{1}{4}$ CORNER OF SAID SECTION 21 AND AT THE NORTH $\frac{1}{4}$ CORNER OF SAID SECTION 21 BY BLM MONUMENTS, NORTH 00°29'58" EAST 350.00 FEET;

THENCE DEPARTING THE SAID WEST LINE OF THE EAST $\frac{1}{2}$ OF SECTION 21, SOUTH 89°55'06" EAST, PARALLEL WITH THE NORTH LINE OF THE SOUTH $\frac{1}{2}$ OF SAID SECTION 21, 749.23 FEET;

THENCE SOUTH 00°29'58" WEST, PARALLEL WITH THE SAID WEST LINE OF THE EAST $\frac{1}{2}$ OF SECTION 21, 985.01 FEET;

THENCE NORTH 89°55'06" WEST, PARALLEL WITH THE SAID NORTH LINE OF THE SOUTH $\frac{1}{2}$ OF SECTION 21, 2069.85 FEET TO THE WEST LINE OF THE SAID NORTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 21;

THENCE ALONG THE SAID WEST LINE OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 21 NORTH 00°22'43" EAST 635.00 FEET TO THE POINT OF BEGINNING, CONTAINING 36.20 ACRES, BEING ALSO 1,576,984 FT², MORE OR LESS.

THIS DESCRIPTION WAS PREPARED BY EARL F. HENDERSON, PLS (LICENSE #34993) FOR AND ON BEHALF OF ZENITH LAND SURVEYING, INC. IT IS BASED UPON FIELD LOCATIONS BY ZENITH LAND SURVEYING COMPLETED ON MAY 31, 2024. THIS NOTE IS INCLUDED ACCORDING TO CRS 38-35-106.5. IT IS A LEGAL PART OF THE DESCRIPTION AND SHOULD NOT BE DELETED.



**Boulder County
Land Use Department
Publications**

Historic Preservation Referral Requirement

Land Use Department
Courthouse Annex Building
2045 13th Street
PO Box 471
Boulder, CO 80302

Planning Division:
Phone: 303.441.3930
Fax: 303.441.4856
Email: planner@bouldercounty.org
Website: www.bouldercounty.org/lu

Office Hours:
Monday – Friday 8 a.m. to 4:30 p.m.
Closed Tuesdays 8 to 10 a.m.

Historic Preservation Referral Requirement

Boulder County is committed to identifying and preserving the rich history of the unincorporated areas of the county. Through our Comprehensive Plan, Land Use Code, and other policies we have created a program to document, protect, and preserve the varying historic resources in our jurisdiction. County Land Use staff and the Historic Preservation Advisory Board (HPAB) are available to assist property owners in researching their property history, determining whether it is eligible for landmark designation, identifying ways to preserve the property and finding financial incentives for preservation.

The Historic Preservation Advisory Board (HPAB) serves as a referral body to review and comment on development proposals which would affect historic properties (any property with structures 50 years of age or older). Development review applications may require review by the full Historic Preservation Advisory Board, however, this depends on the nature of the historic resource and specific development proposal. A Boulder County Historic Preservation Planner in coordination with the members of HPAB determines the appropriate level of review for each development project.

Please contact a Boulder County Land Use Historic Preservation Planner at historic@bouldercounty.org or 303-441-3930 to discuss your project, and complete this form prior to submitting an application. Contact staff as soon as possible, since historic property research can take time. To avoid delays, contact the staff to begin this research well in advance of your submittal.

Applicant - Please complete this section:

Applicant(s): Matthew Brown / Treo Architects		
Project Address: 8295 Overland Road		
City: Ward	State: CO	Zip Code: 80481
Parcel Information: 132121000055		

The following is required to be completed by a Boulder County Historic Preservation Planner:

Land Use Staff in cooperation with HPAB has considered an application for:

at the property listed above and has determined that the Application:

<input type="checkbox"/>	Does not require a referral
<input checked="" type="checkbox"/>	Requires a referral only to the Boulder County Historic Preservation Planner lacks significance
<input type="checkbox"/>	Requires a review by the Historic Preservation Advisory Board
Historic Preservation Planner Signature: 	Date: 10/23/24

Building Safety & Inspection Services Team

MEMO

TO: Amber Knotts, Planner I
FROM: Michelle Huebner, Plans Examiner Supervisor
DATE: October 30, 2024

RE: Referral Response, SPR-24-0075: Benedict Change in Use: Site Plan Review for a change in use from an existing accessory structure (office) to a 2,132-square-foot residence with 88 square feet of covered porch area in defined neighborhood where the size presumed to be compatible is 3,120 square feet.

Location: 8295 Overland Road

Thank you for the referral. We have the following comments for the applicants:

1. **Building Permit.** A building permit, plan review, inspection approvals, and a Certificate of Occupancy ("C.O.") are required for the proposed residence. This will be reviewed as a new single-family dwelling.

Please refer to the county's adopted 2015 editions of the International Codes and code amendments, which can be found via the internet under the link:

[2015 Building Code Adoption & Amendments](#)

2. **Automatic Fire Sprinkler System.** Under the 2015 International Residential Code ("IRC") as adopted by Boulder County, all new one- and two-family dwellings and townhouses are required to be equipped with an automatic fire sprinkler system that is designed and installed in accordance with NFPA 13D or IRC Section P2904.
3. **Design Wind and Snow Loads.** The design wind and ground snow loads for the property are 170 mph (Vult) and 55 psf, respectively.
4. **BuildSmart.** Please refer to the county's adoption and amendments to Chapter 11 of the IRC, the county's "BuildSmart" program, for the applicable requirements for energy conservation and sustainability for residential additions and new residential buildings. Please be aware that there are energy related requirements of this code that may require the use of renewable energy systems (such as rooftop solar systems) that will also need to be approved by your electric utility provider. In

some cases, there may be limitations on the size of on-site systems allowed by your utility provider that could constrain the project design. We strongly encourage discussions between the design team and the utility company as early in the process as possible in order to identify these constraints.

5. **Ignition-Resistant Construction and Defensible Space.** Please refer to Section R327 of the Boulder County Building Code for wildfire hazard mitigation requirements, including ignition-resistant construction and defensible space.
6. **Plan Review.** The items listed above are a general summary of some of the county's building code requirements. A much more detailed plan review will be performed at the time of building permit application, when full details are available for review, to assure that all applicable minimum building codes requirements are to be met. Our [Residential Plan Check List](#) and other [Building Safety publications](#)

If the applicants should have questions or need additional information, we'd be happy to work with them toward solutions that meet minimum building code requirements. Please call (720) 564-2640.

November 19, 2024

TO: Staff Planner, Community Planning and Permitting
 FROM: Jessica Cannon, Environmental Health Specialist
 SUBJECT: SPR-24-0075: Benedict Change in Use
 OWNER: Benedict

PROPERTY ADDRESS: 8295 Overland Road

SEC-TOWN-RANGE: 21 2N 72

The Boulder County Public Health – Environmental Health division has reviewed the submittals for the above referenced docket and has the following comments.

OWTS:

1. Boulder County Public Health issued a repair permit for the installation of an absorption bed system on 1/10/24. The permit was issued for an onsite wastewater treatment system (OWTS) adequate for a 4-bedroom house and a 2-bedroom house. Boulder County Public Health approved the installation of the OWTS on 6/13/24.
2. The structure that is changing use from an office to a 2-bedroom dwelling is currently connected to the approved OWTS. Public Health has no conflict with the proposed change of use.
3. The OWTS permit for the two homes is tied to the address 8297 Overland Road, where the 4-bedroom home is located. A new parcel was created and assigned the address of 8295 Overland Road for the 2-bedroom house (former office). A note will be added to the OWTS database showing 8295 Overland Road is served by an approved OWTS.

This concludes comments from the Public Health - Environmental Health division at this time. For additional information on the OWTS application process and regulations, refer to the following website: www.SepticSmart.org. If you have additional questions about OWTS, please do not hesitate to contact HealthOWS@bouldercounty.org

Cc: OWTS file, owner, Community Planning and Permitting

Nov. 15, 2024

TO: Amber Knotts, Planner I, Planner I; Community Planning & Permitting, Development Review

FROM: Ian Brighton, Planner II; Community Planning & Permitting, Access & Engineering

SUBJECT: Docket SPR-24-0075: Benedict Change in Use at 8295 Overland Road

The Development Review Team – Access & Engineering (A&E) staff has reviewed the above referenced docket and has the following comments:

1. The subject property is accessed via a footpath connecting to a private gravel-surfaced drive and parking area located on the adjacent parcel at 8297 Overland Road. The private drive and parking area is accessed from Overland Road, a gravel surfaced Boulder County owned and maintained right-of-way (ROW) with a Functional Classification of Collector. 8297 Overland Road (Parcel 132121000054) and 8295 Overland Road (Parcel 132121000055) are currently owned by the same entity, therefore an access easement is not required to demonstrate legal access. If a transfer of ownership results in different owners of either parcel, an access easement must be recorded to ensure legal access to 8295 Overland Road.
2. Plans submitted by the applicant indicates that the driveway and parking area ends approximately 35 feet east of the eastern boundary line of the subject parcel. Section 2.6 of the Boulder County Multimodal Transportation Standards (the Standards) require both legal and physical access by road or driveway for the purpose of developing a property. Therefore, a driveway to the subject property boundary must be established to allow for the change in use.

At building permit, submit plans indicating a driveway extending to the eastern boundary line of 8295 Overland Road.

3. The driveway to 8295 Overland Road must demonstrate compliance with the Boulder County Multimodal Transportation Standards (the Standards) for residential development in the mountains including without limitation:
 - a. Table 5.5.1 – Parcel Access Design Standards
 - b. Standard Drawing 11 – Private Access
 - c. Standard Drawing 15 – Access Profiles Detail
 - d. Standard Drawing 16 – Access Grade & Clearance

- e. Standard Drawing 17 – Access Pullouts
- f. Standard Drawing 18 – Access Turnaround
- g. Standard Drawing 19 – Typical Turnaround & Pullout Locations

At final inspection, the Community Planning & Permitting Department must verify that the access and driveway has been constructed to comply with the Standards.

4. Plans submitted by the applicant don't indicate the location of an emergency turnaround compliant with Standard Drawing 18 and 19. The emergency access turnaround must be located a minimum of 50 feet from the front of the residence and no greater than 150 feet from the rear of the residence with a minimum 30-foot centerline radius. The emergency turnaround may be located within the adjacent property at 8297 Overland Road.

At building permit, submit revised plans for review and approval by A&E Staff indicating the location of an emergency turnaround compliant with the Standards.

At final inspection, the Community Planning & Permitting Department must verify that the turnaround has been constructed in conformance with approved plans.

This concludes our comments at this time.

Wildfire Mitigation Team

MEMO

TO: Amber Knotts, Planner I
FROM: Kyle McCatty, Senior Wildfire Mitigation Specialist Supervisor
DATE: November 18, 2024
RE: Referral Packet for SPR-24-0075: Benedict Change in Use at 8295 Overland Road

Thank you for the referral. We have the following comments for the applicants:

Decades of catastrophic wildfires, research, and case studies have shown that extreme wildfires are inevitable in the forests of Boulder County and across the Western US. Still, the loss of life and homes does not have to be inevitable. The conditions that principally determine if a house ignites occur within 100 feet of the house, including the house itself. That is why Boulder County has such strong wildfire mitigation requirements in our Land Use and Building Code. Boulder County encourages all homeowners to voluntarily take responsibility to mitigate their own home's risk of igniting in a wildfire through Wildfire Partners.

Wildfire Mitigation is required; the proposed project is in [Wildfire Zone 1](#) (the foothills or mountains—approximately west of highways 7, 36, or 93) of the unincorporated portion of Boulder County. The Boulder County Wildfire Mitigation requirements are composed of site location, ignition-resistant materials and construction, defensible space, emergency water supply, and emergency vehicle access.

Site Location

A Boulder County Wildfire Mitigation Specialist has reviewed the site location as part of the Site Plan Review process, and no conflicts have been identified. The same owners own the property to the east.

Ignition-Resistant Materials and Construction

Since the proposed development is located within a potentially hazardous area, all exterior building materials (including any proposed decking) must be ignition-resistant construction or better.

For additional ignition-resistant construction information, please contact the Building Safety & Inspection Services Team at 303-441-3926. Refer to the Boulder County publication: [Building with Ignition Resistant Materials](#) for specific requirements. All

exterior materials must be clearly noted on the building plans and must be reviewed and approved as “ignition resistant” by the Building Safety & Inspection Services Team.

Defensible Space

Adequate defensible space is required around all existing and new structures to prevent the spread of fire to and from structures. This requires limbing and/or removal of trees and shrubs to provide necessary vertical and horizontal fuel separation within a minimum of 100 ft. from the home and within 30 ft. along both sides of a driveway. Where the property boundary limits Zone 2 (at least 100 feet from structures), Zone 1 (a buffer of at least 30 feet free of conifer trees and other highly combustible vegetation immediately surrounding the home, including all attachments and accessory structures within 30 feet) may need to begin at the home’s dripline. More information can be found by referring to the Colorado State Forest Service publication [Protecting Your Home from Wildfire: Creating Wildfire-Defensible Zones – 2012 Quick Guide](#).

Follow the Colorado State University [Low-Flammability Landscape Plants – 6.305](#), [Fire-Resistant Landscaping – 6.303](#), and Colorado State Forest Service [Protecting Your Home from Wildfire: Creating Wildfire-Defensible Zones – 2012 Quick Guide](#) publications when choosing plants and designing revegetation and landscaping.

Emergency Water Supply

An emergency water supply is required to aid in the defense of the structures from a wildfire and assist in firefighting efforts. The Lefthand Fire Protection District typically requires an individual cistern in lieu of contributing to a community cistern fund. Contact Chris O'Brien of the Lefthand Fire Protection District for their individual cistern requirements at cobrien@lefthandfire.org; 720-214-0560. If the Fire Protection District does not have its own installation standards, follow the Boulder County publication: [Emergency Water Supply for Firefighting](#).

Emergency Vehicle Clearance

Emergency vehicle clearance is required to allow for safe ingress and egress of emergency vehicles. Emergency personnel try their best to respond to calls in a timely manner, often while negotiating difficult terrain. Planning for access by emergency vehicles improves safety for homeowners and their families by providing for a more efficient response by firefighters and other emergency personnel arriving on the scene. This is especially important in rural and mountainous areas where response times may be considerably longer than in cities, where emergency services are closer by. Refer to the Boulder County publication: [Driveway Access for Emergency Vehicles](#) for specific clearance-related requirements.

Timeline

After applying for, but prior to issuance of any permits, a Boulder County Wildfire Mitigation Specialist will contact you to schedule a Wildfire Partners or Regulatory Wildfire Mitigation assessment and defensible space marking. Based upon the compliance path selected, either a Wildfire Partners Assessment report or a Wildfire Mitigation Plan will be created to describe the wildfire mitigation requirements.

Before scheduling rough framing inspections, the plan's defensible space and water supply portion must be implemented and inspected by the Community Planning & Permitting Department. All trees marked for removal must be cut, and all slash, cuttings, and debris must be removed and/or properly disposed of. The [Fire Sprinkler or Fire Cistern Approval Form](#) must be submitted to the Boulder County Building Safety & Inspection Services at ezbp@bouldercounty.gov (or P.O. Box 471, Boulder, Colorado, 80306) after the fire protection district completes the applicable portion of the form. If an individual cistern was required, it must be located on-site in an appropriate location (subject to approval by the fire protection district), fitted with an appropriate dry hydrant connection, and be filled, and tested by the local fire protection district.

At the time of final inspection, all remaining required items in the Wildfire Partners Assessment report or the Wildfire Mitigation Plan are to be fully implemented and inspected. Ground surfaces within three feet of both existing and new structures, and at least 2 feet beyond the driplines of decks, bay windows, and other eaves and overhangs, must be covered with an allowable non-combustible ground cover over a weed barrier material. The driveway vertical and horizontal vegetation clearance must be in place and conform to the Parcel Access Design Standards in the [Boulder County Multimodal Transportation Standards](#).

If the applicants should have questions or need additional information, we'd be happy to work with them toward solutions that meet minimum land use and building code requirements. I can be reached at 720-564-2625 or via e-mail at kmccatty@bouldercounty.gov.

TO: Amber Knotts, Community Planning & Permitting Department
FROM: Ron West, Natural Resource Planner
DATE: November 15, 2024
SUBJECT: Docket SPR-24-0075, Benedict, 8295 Overland Road

Staff has reviewed the submitted materials, and has no natural resource concerns with the proposal. Although the area has many natural resource designations in the Comprehensive Plan, there are no proposed changes to the existing structure and the parcel has an existing conservation easement which limits developments. Standard revegetation with native species should be required for any driveway or leach field changes.

To: Amber Knotts, Planner I
From: Sarah Heller, Floodplain Program Planner

Subject: Docket SPR-24-0075: Benedict Change in Use
Request: Site Plan Review for a change in use from an existing accessory structure (office) to a 2,132-square-foot residence with 88 square feet of covered porch area in defined neighborhood where the size presumed to be compatible is 3,120 square feet.
Location: 8295 Overland Road, Section 21, Township 2N, Range 72W

The Community Planning & Permitting Department – Floodplain Management Program has reviewed the above referenced docket and has the following comments:

1. The existing accessory structure is not within the Floodplain Overlay (FO) District and therefore, a Floodplain Development Permit (FDP) is not required.

A portion of the property is within the South Saint Vrain Creek Floodway. Any future development within the FO District will require an FDP and must adhere to the requirements of Article 4-400 of the Boulder County Land Use Code.

Please contact Sarah Heller, Floodplain Program Planner, at sheller@bouldercounty.gov to discuss this referral.

This concludes our comments at this time.



Community Planning & Permitting

Courthouse Annex • 2045 13th Street • Boulder, Colorado 80302
 Mailing Address: P.O. Box 471 • Boulder, Colorado 80306
 303-441-3930 • www.BoulderCounty.gov

MEMO TO: County Health and Parks Departments, FPD
FROM: Amber Knotts, Planner I
DATE: October 30, 2024
RE: Site Plan Review application SPR-24-0075

Docket SPR-24-0075: Benedict Change in Use

Request: Site Plan Review for a change in use from an existing accessory structure (office) to a 2,132-square-foot residence with 88 square feet of covered porch area in defined neighborhood where the size presumed to be compatible is 3,120 square feet.

Location: 8295 Overland Road, Section 21, Township 2N, Range 72W

Zoning: Forestry (F) Zoning District

Owner/Applicant: Audrey Benedict Revocable Trust


Agent: Matthew Brown C/O Treo Architects

Site Plan Review by the Boulder County Community Planning & Permitting Director is required for new building/grading/access or floodplain development permits in the plains and mountainous areas of unincorporated Boulder County. The subject review process considers potential significant impact to the ecosystem, surrounding land uses and infrastructure, and safety concerns due to natural hazards.

The Community Planning & Permitting staff values comments from individuals and referral agencies. Please check the appropriate response below or send a letter to the Community Planning & Permitting Department at P.O. Box 471, Boulder, Colorado 80306 or via email to planner@bouldercounty.gov. All comments will be made part of the public record and given to the applicant. Only a portion of the submitted documents may have been enclosed; you are welcome to call the Community Planning & Permitting Department at 303-441-1709 or email aknotts@bouldercounty.gov to request more information.

Please return responses by **November 18, 2024.**

☒ We have reviewed the proposal and have no conflicts.
☐ Letter is enclosed.

Signed Name  Printed Name Jessica Fasick

Agency or Address CP&P Historic Review

Date 10/30/24



November 18, 2024

Amber Knotts, Planner I

Boulder County Community Planning & Permitting

Transmission via email: aknotts@bouldercounty.gov

Re: Benedict Change in Use

Plan Number SPR-24-0075

8295 Overland Road, Ward, CO

Pt. Sec. 21, T2N, R72W, 6th P.M.

Water Division 1, Water District 5

Dear Ms. Knotts:

We have reviewed the above referenced request to use an existing home office located at 8295 Overland Road in Ward for residential purposes. The submitted material does not qualify as a “subdivision” as defined in section 30-28-101(10)(a), C.R.S. Therefore, pursuant to the State Engineer’s March 4, 2005 and March 11, 2011 memorandums to county planning directors, this office will only perform a cursory review of the referral information and provide informal comments regarding the proposed water supply. The comments do not state an opinion on the adequacy of the water supply plan for this project or the ability of the water supply plan to satisfy any County regulations or requirements. In addition, the comments provided herein cannot be used to guarantee the physical availability of water or the issuance of a well permit.

The 36.2 acre property contains a well, leach field, and a 2,132 square-foot building that was permitted as an accessory residential space for a home office. The applicant proposes to classify the structure as a single-family dwelling unit.

The application materials state that the property is served by an existing well, however no well permit number was provided. According to records available through this office, two well permits were issued to construct wells on a property with a legal description that includes the subject property prior to its division from the property at 8297 Overland Road.



According to records available through this office, well permit no. 74531 was issued on May 23, 1974 to construct a well on a property with a legal description which includes the subject property, and expired on May 23, 1976 due to lack of evidence of well completion. The permitted use was household use inside one single family dwelling. The application documents for the well permit indicate that the applicant intended to use the well in a workshop and study. Well permit no. 74531 may be reinstated by submittal of either the Well Construction and Yield Estimate Report (GWS-31) or, if the original work report is unavailable, a Post-Construction Well Inspection Report (GWS-68) completed and signed by a licensed water well contractor, showing that the well was constructed on or before its permitted expiration date of May 23, 1976. If the well was not constructed on or before this date, the owner will need to apply for a new permit to use the existing well by submitting the Residential Water Well Permit Application (GWS-44) along with either the GWS-31 or GWS-68. Well permit no. 74531 limited the use of groundwater from the well to ordinary household use inside one single-family dwelling. It is anticipated that a new permit to use the existing well would be issued for ordinary household purposes inside three (3) single family dwelling, fire protection, the watering of domestic animals, poultry and livestock on a farm or ranch, and the irrigation of not more than one (1) acre of home gardens and lawns.

The applicant must demonstrate that they have a legal source of water supply for the property. If the source of water supply is an existing onsite well, the applicant must obtain a valid permit for the existing well, either by reinstating well permit no. 74531 or obtaining a new permit to use the existing well. The use of the well must comply with all terms and conditions of its permit. Should you or the applicant have questions regarding this matter, please contact me at this office at 303-866-3581 ext. 8245 or kathleen.fuller@state.co.us.

Sincerely,



Kate Fuller, P.E.

Water Resources Engineer

Cc: Applicant (Audrey Benedict Revocable Trust, audrey@clouddridge.org)

Referral file no. 32555

Well permit file no. 74531



Right of Way & Permits

1123 West 3rd Avenue
 Denver, Colorado 80223
 Telephone: **303.571.3306**
 Facsimile: 303.571.3284
donna.l.george@xcelenergy.com

November 6, 2024

Boulder County Community Planning and Permitting
 PO Box 471
 Boulder, CO 80306

Attn: Amber Knotts

Re: Benedict Change in Use, Case # SPR-24-0075

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the documentation for **Benedict Change in Use**. Please be aware PSCo owns and operates existing electric distribution facilities within the subject property, and has no objection to this proposed change in use, contingent upon PSCo's ability to maintain all existing rights and this amendment should not hinder our ability for future expansion, and that our current use/enjoyment of the area would continue to be an accepted use on the property and that it be "grandfathered" into these changes.

When was this property subdivided? This may have caused the existing electric line to the transformer at 8295 Overland Road to be in trespass. Bill Schulz, Right-of-Way Agent at William.A.Schulz@xcelenergy.com will need to be contacted in order to remedy this situation with an express PSCo easement.

Donna George
 Right of Way and Permits
 Public Service Company of Colorado dba Xcel Energy
 Office: 303-571-3306 – Email: donna.l.george@xcelenergy.com



Community Planning & Permitting

Courthouse Annex • 2045 13th Street • Boulder, Colorado 80302

Mailing Address: P.O. Box 471 • Boulder, Colorado 80306

303-441-3930 • www.BoulderCounty.gov

MEMO TO: County Health and Parks Departments, FPD
FROM: Amber Knotts, Planner I
DATE: October 30, 2024
RE: Site Plan Review application SPR-24-0075

Docket SPR-24-0075: Benedict Change in Use

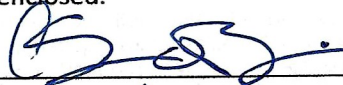
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Agent: Matthew Brown C/O Treo Architects

Site Plan Review by the Boulder County Community Planning & Permitting Director is required for new building/grading/access or floodplain development permits in the plains and mountainous areas of unincorporated Boulder County. The subject review process considers potential significant impact to the ecosystem, surrounding land uses and infrastructure, and safety concerns due to natural hazards.

The Community Planning & Permitting staff values comments from individuals and referral agencies. Please check the appropriate response below or send a letter to the Community Planning & Permitting Department at P.O. Box 471, Boulder, Colorado 80306 or via email to planner@bouldercounty.gov. All comments will be made part of the public record and given to the applicant. Only a portion of the submitted documents may have been enclosed; you are welcome to call the Community Planning & Permitting Department at 303-441-1709 or email aknotts@bouldercounty.gov to request more information.

Please return responses by **November 18, 2024.**

☒ We have reviewed the proposal and have no conflicts.
☐ Letter is enclosed.

Signed Name  Printed Name Chris O'Brien

Agency or Address Leftman FPD

Date 10/30/24

Claire Levy County Commissioner Marta Loachamin County Commissioner Ashley Stolzmann County Commissioner

Accessibility Report

Filename: SPR-24-0075-staff-recommendation-packet.pdf

Report created by: Amber Knotts, Land Use Planner, aknotts@bouldercounty.org

Organization: Boulder County, Community Planning & Permitting

[Personal and organization information from the Preferences > Identity dialog.]

Summary

The checker found problems which may prevent the document from being fully accessible.

- Needs manual check: 2
- Passed manually: 0
- Failed manually: 0
- Skipped: 1
- Passed: 20
- Failed: 9

Detailed Report

Document

Rule Name	Status	Description
Accessibility permission flag	Passed	Accessibility permission flag must be set
Image-only PDF	Passed	Document is not image-only PDF
Tagged PDF	Failed	Document is tagged PDF
Logical Reading Order	Needs manual check	Document structure provides a logical reading order
Primary language	Passed	Text language is specified
Title	Failed	Document title is showing in title bar
Bookmarks	Passed	Bookmarks are present in large documents
Color contrast	Needs manual check	Document has appropriate color contrast

Page Content

Rule Name	Status	Description
Tagged content	Failed	All page content is tagged
Tagged annotations	Failed	All annotations are tagged
Tab order	Failed	Tab order is consistent with structure order
Character encoding	Failed	Reliable character encoding is provided
Tagged multimedia	Passed	All multimedia objects are tagged
Screen flicker	Passed	Page will not cause screen flicker
Scripts	Passed	No inaccessible scripts
Timed responses	Passed	Page does not require timed responses
Navigation links	Passed	Navigation links are not repetitive

Forms

Rule Name	Status	Description
Tagged form fields	Passed	All form fields are tagged
Field descriptions	Passed	All form fields have description

Alternate Text

Rule Name	Status	Description
Figures alternate text	Failed	Figures require alternate text
Nested alternate text	Passed	Alternate text that will never be read
Associated with content	Passed	Alternate text must be associated with some content
Hides annotation	Passed	Alternate text should not hide annotation
Other elements alternate text	Failed	Other elements that require alternate text

Tables

Rule Name	Status	Description
Rows	Passed	TR must be a child of Table, THead, TBody, or TFoot
TH and TD	Passed	TH and TD must be children of TR
Headers	Passed	Tables should have headers
Regularity	Passed	Tables must contain the same number of columns in each row and rows in each column
Summary	Skipped	Tables must have a summary

Lists

Rule Name	Status	Description
List items	Passed	LI must be a child of L
Lbl and LBody	Passed	Lbl and LBody must be children of LI

Headings

Rule Name	Status	Description
Appropriate nesting	Failed	Appropriate nesting

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