



MEETING OF THE BOARD OF COUNTY COMMISSIONERS
BOULDER COUNTY
AGENDA

Tuesday, June 17, 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 and Head Start Division Public Meeting
 - [Virtual Attendee Link for Commissioners' June 17 Morning Session](#)
 - Call-in information: 1-833-568-8864, Webinar ID: 161 348 9358
3. Commissioners' Consent Items
 - 3.a [Assessor's Office - Impact Assistance Grants \(IAG\) from Colorado Parks and Wildlife \(CPW\)](#)

Seeking a signature on the corrected Impact Assistance Grants (IAG) from Colorado Parks and Wildlife (CPW) application. The Assessor's Office found a calculation error in the form, corrected it, and is requesting approval and a signature.

- **Staff Contact(s): Cindy Braddock, Assessor's Office**

3.b Community Planning and Permitting - Boulder County Letter of Support for Town of Superior for SS4A Grant Application

15

The Town of Superior has requested a letter of support from Boulder County for their SS4A application. The town is seeking funds to complete a comprehensive safety and accessibility assessment along the Marshall Road corridor, between 1st Avenue and 5th Avenue. They are requesting Planning and Demonstration funds, which would not compete with the county's request for Implementation funds, and no local match funds are being requested.

- **Staff Contact(s): Kelly Leadbetter, Community Planning and Permitting; Stacey Proctor, Community Planning and Permitting.**

3.c Community Planning and Permitting - Submission and Local Match Approval for a Safe Streets and Roads for All (SS4A) Grant Program Application

17

Staff from the Community Planning & Permitting Department – Transportation Planning Division is seeking approval from the Board of County Commissioners to submit a Safe Streets and Roads for All (SS4A) Grant Program application for funds to engineer and construct the southern segment of the North Foothills Bikeway (from Broadway to Neva Road). Staff is also seeking approval for the commitment of \$4,112,600 of Transportation Sales Tax Funds to be committed as local match.

Actions requested contains two approvals: 1) Approval for Boulder County to submit an Implementation Grant application to the Safe Streets and Roads for All (SS4A) Grant Program and 2) Approval to commit a maximum of \$4,112,600 of Transportation Sales Tax Funds as local match to fulfill the application requirements.

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

3.d Community Planning and Permitting - Support for DRCOG Grant Application for SS4A Program

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Staff from the Community Planning & Permitting Department – Transportation Planning Division have been coordinating with the Colorado Department of Transportation (CDOT) to participate in the Denver Regional Council of Governments' (DRCOG) regionwide application for the Safe Streets and Roads for All (SS4A) Grant Program for the construction of pedestrian signals on CO 119 (Boulder Canyon) at two high-activity crossing locations: Boulder Canyon Trailhead and Fourmile Canyon Drive. CDOT will provide the local match of

\$500,000. Note that at this time, although no county funds are needed, CDOT is requesting a commitment from the county to collaboratively address any potential cost overruns should they occur; this could include reducing the scope to match the available budget or providing county funding at the time of project implementation (likely to be no sooner than 2027).

- **Staff Contact(s):** Liv Lewin, Community Planning & Permitting

3.e **Community Services - Approval of a contract between Boulder County and Tribe Recovery Homes, Inc. for the purchase of a property located at 2043 Pearl St. #2, Boulder and authorization to Jeff Davis, Land Officer, to sign closing documents**

33

Approval is requested for a contract between Boulder County and Tribe Recovery Homes, Inc. to purchase the property at 2043 Pearl St. #2, Boulder, formerly known as Arbor House. The costs will be covered by a state ARPA grant, and the City of Boulder will assume all ongoing maintenance and operational costs per a signed intergovernmental agreement. The purchase involves a buy-out of the existing mortgage from First Bank, and no material defects were found during the property inspection. The property is intended to be conveyed to the City of Boulder after the grant's period ends on June 30th, 2025.

- **Staff Contact(s):** Jim Adams-Berger, Community Services.

3.f **Community Services - On-ramp to Resilience Project Awarded by State of Colorado Opioid Abatement Council**

66

Boulder County Community Services' Opioid Abatement team has been awarded \$500,000 from the State's Infrastructure Grant. This was awarded in partnership with Clinica Family Health and Wellness and the City and County of Broomfield to open an acute care substance abuse treatment center in Louisville, CO, serving both Boulder and Broomfield Counties. The County team assisted in writing and submitting the grant application and will pass funds to Clinica, which will remodel the building to launch treatment and recovery-based services. Both counties will explore integrating Clinica's electronic referral system once the program has opened.

- **Staff Contact(s):** Kelly Veit, Community Services; Tucker Eurman, Community Services

3.g **County Attorney's Office - 2025-028 Resolution dissolving the Boulder County Clean Energy Options Local Improvement District**

472

Resolution 2025-028 is a resolution dissolving the Boulder County Clean Energy Options Local Improvement District.

- **Staff Contact(s):** Olivia Lucas, County Attorney's Office.

3.h **Housing and Human Services - HUD BCHA 2025 Grant Agreement #CO0134L8T032406**

476

This request is for BOCC Chair signature for continuing HUD CoC funding for BCHA for HUY Fiscal Year 2024, but funds awarded May 2025 for January 1,

2026 to December 31, 2026. Renewal agreement for the Continuum of Care Rapid Re-housing (CoC RRH) Program in the amount of \$914,306. There is a 25% match allocation (\$228,577); we will use our HSP AAHT dollars to meet this match requirement. The CoC RRH program fills the gap in Boulder County's current housing continuum by offering a Housing First resource for two targeted vulnerable populations: (1) families experiencing literal homelessness and (2) transition-aged youth experiencing literal homelessness. We partner with the Metro Denver Housing Initiative (MDHI) and use their coordinated entry system – OneHome – to prioritize support. The goal of this program is: (1) to stabilize housing for these populations for at least 6 months after program exit; (2) ensure enrollment in high level programs like SNAP, Medicaid, and TANF; and (3) ensure linkages to job training and education opportunity with the goal of increasing household income.

- **Staff Contact(s):** Gwen Mossman, Housing & Human Services

3.i Parks and Open Space - Golden-Fredstrom Exercise of Option 489

This letter formally exercises the purchase option for the Golden-Fredstrom property, which is adjacent to the Pella Crossing open space. The property has been under an option agreement since June of 1995; Boulder County has been making annual option payments since that time. The acquisition consists of 140 acres, plus 80% of a 5/12ths interest in the Zweck and Turner Ditch. The price for the acquisition, adjusted for the amount paid over time, is \$1,347,567.58. The deadline for exercising the option to purchase is July 1, 2025. The letter is dated as July 1, as Real Estate staff will hand-deliver the exercise letter to the seller and their attorneys on the day itself.

- **Staff Contact(s):** Aaron Clark, Parks and Open Space

3.j Parks and Open Space - Rangeview Property Acquisition Purchase Agreement 508

On June 10, 2025, the Board of County Commissioners approved the acquisition of the Rangeview property at 5701 N. 79th Street, Longmont CO. This document is needed to complete the transaction.

- **Staff Contact(s):** Tina Burghardt, Parks and Open Space

3.k Parks and Open Space - SOQ 127-25 New Irrigation System Installations Contract (\$1,000,000) 523

SOQ 127-25 New Irrigation System Installations Contract involves the installation of new irrigation systems on Parks and Open Space agricultural properties over a 5-year term. The contract, valued at \$1,000,000 annually, was awarded to High Desert Irrigation LLC, the only vendor capable of meeting the required specifications, after three bids were initially received. The funding for this recurring contract will be sourced from the General Fund, it is also being funded by Fund 126.

- **Staff Contact(s):** Jason Sauer, Parks & Open Space

3.1 Public Works - New Contract with Blueprint Skilled Services for Staffing 538

Continuing Services (\$2,000,000)

The Building Services Division of Boulder County Public Works may need skilled labor in various trades to supplement in-house capabilities, which may include but are not limited to electricians, carpenters, framers/drywall workers. The contract will have Blueprint Skilled Services join the pool of existing shortlisted vendors for Temporary Labor Continuing Services.

- **Staff Contact(s): Marc Dominguez, Public Works**

4. Confirmation of Executive Session Topics

Confirming Executive Session topics noticed at the June 10th, 2025 Regular Meeting were discussed as scheduled.

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

5. Authorizations for Executive Sessions

5.a Authorization for Executive Session

Authorization for the Board of County Commissioners to go into Executive Session for on Wednesday, June 18th, 2025, at 1:00 p.m. with Ben Pearlman, County Attorney, pursuant to C.R.S. 24-6-402(4)(e), instructions to negotiators, regarding the following topic: 1) Collective bargaining agreement with the Boulder County Employees Union.

- **Action Requested:** Decision

5.b Authorization for Executive Session

Authorization for the Board of County Commissioners to go into Executive Session for on Wednesday, June 18th, 2025, at 1:20 p.m. with Ben Pearlman, County Attorney, pursuant to C.R.S. 24-6-402(4)(b), legal advice, regarding the following topic: 1) Standard county contract template.

- **Action Requested:** Decision

6. Public Meeting on Head Start Division Monthly Report to the Commissioners

Community Services: Monthly report from the Head Start division. No public testimony will be taken.

- **Action Requested:** None - information only
- **Presenter(s): Akane Ogren, Community Services**
- **Location:** Hybrid (Hearing Room and Zoom Webinar)

COVER PAGE

Colorado Parks and Wildlife
Impact Assistance Grant Application
Authorized by C.R.S. §30-25-301 & 302, As Amended



County Boulder 2024

Date 3/20/2025

	<u>Acres</u>	<u>Amount Requested</u>
State Parks	987	\$373.37
State Wildlife Areas	316	\$3,065.61
TOTALS	1303	\$3,438.98

County Commissioner:

Signature

Printed Name

Name & email address of person responsible for completing application

John Batchelder jbatchelder@bouldercounty.gov

Impact Assistance Grant Application Form - PARKS

County Boulder Tax Year 2024

PARKS Parcel(s)/Schedule#(s) 157925000012 R0039594; 157925400001 R0103103

Tax Area 1432

Ag Type	Acres	Assessed Value Per Acre	Total Assessed Value
Irrigated			\$0.00
			\$0.00
			\$0.00
			\$0.00
Irrigated Meadow			\$0.00
			\$0.00
			\$0.00
			\$0.00
Dry Farm			\$0.00
			\$0.00
			\$0.00
			\$0.00
Grazing			\$0.00
			\$0.00
			\$0.00
			\$0.00
Forest Ag	270	\$4.22	\$1,140.48
	2	\$4.22	\$8.45
			\$0.00
			\$0.00
Waste			\$0.00
			\$0.00
			\$0.00
			\$0.00
Total Acres	272		Combined Total \$1,148.93

Total Mill Levy for this Taxing Area 91.59300000

Total PARKS Amount Requested
for this Taxing Area \$105.23

Impact Assistance Grant Application Form - PARKS

County Boulder Tax Year 2024

PARKS Parcel(s)/Schedule#(s) 157936001004 R0120673; 157936000001 R0039697; 157936001001
R0026537

Tax Area 193

Ag Type	Acres	Assessed Value Per Acre	Total Assessed Value
Irrigated			\$0.00
			\$0.00
			\$0.00
			\$0.00
Irrigated Meadow			\$0.00
			\$0.00
			\$0.00
			\$0.00
Dry Farm			\$0.00
			\$0.00
			\$0.00
			\$0.00
Grazing			\$0.00
			\$0.00
			\$0.00
			\$0.00
Forest Ag	1	\$4.22	\$4.22
	23	\$4.22	\$97.15
	9	\$4.22	\$38.02
			\$0.00
Waste			\$0.00
			\$0.00
			\$0.00
			\$0.00
Total Acres	33		Combined Total \$139.39

Total Mill Levy for this Taxing Area 84.33600000

Total PARKS Amount Requested
for this Taxing Area \$11.76

Impact Assistance Grant Application Form - PARKS

County Boulder Tax Year 2024

PARKS Parcel(s)/Schedule#(s) 157730306002 R0085578

Tax Area 1433

Ag Type	Acres	Assessed Value Per Acre	Total Assessed Value
Irrigated	<u></u>		\$0.00
	<u></u>		\$0.00
	<u></u>		\$0.00
	<u></u>		\$0.00
Irrigated Meadow	<u></u>		\$0.00
	<u></u>		\$0.00
	<u></u>		\$0.00
	<u></u>		\$0.00
Dry Farm	<u></u>		\$0.00
	<u></u>		\$0.00
	<u></u>		\$0.00
	<u></u>		\$0.00
Grazing	<u></u>		\$0.00
	<u></u>		\$0.00
	<u></u>		\$0.00
	<u></u>		\$0.00
Forest Ag	<u>1</u>	\$4.22	\$4.22
	<u></u>		\$0.00
	<u></u>		\$0.00
	<u></u>		\$0.00
Waste	<u></u>		\$0.00
	<u></u>		\$0.00
	<u></u>		\$0.00
	<u></u>		\$0.00
Total Acres	<u>1</u>		Combined Total <u>\$4.22</u>

Total Mill Levy for this Taxing Area 92.49300000

Total PARKS Amount Requested
for this Taxing Area \$0.39

Impact Assistance Grant Application Form - PARKS

County Boulder Tax Year 2024

PARKS Parcel(s)/Schedule#(s) 157928000002 R0025727; 157928000001 R0025489;
157900000030 R0039504; 157900000067 R0141911

Tax Area 1452

Ag Type	Acres	Assessed Value Per Acre	Total Assessed Value
Irrigated			\$0.00
			\$0.00
			\$0.00
			\$0.00
Irrigated Meadow			\$0.00
			\$0.00
			\$0.00
			\$0.00
Dry Farm			\$0.00
			\$0.00
			\$0.00
			\$0.00
Grazing			\$0.00
			\$0.00
			\$0.00
			\$0.00
Forest Ag	21	\$4.22	\$88.70
	9	\$4.22	\$38.02
	493	\$4.22	\$2,082.43
	158	\$4.22	\$667.39
Waste			\$0.00
			\$0.00
			\$0.00
			\$0.00
Total Acres	681		Combined Total \$2,876.54

Total Mill Levy for this Taxing Area 88.99300000

Total PARKS Amount Requested
for this Taxing Area \$255.99

Impact Assistance Grant Application Form - WILDLIFE

County Boulder Tax Year 2024

WILDLIFE Parcel(s)/Schedule#(s) 146306000010 R0084932

Tax Area 10

Ag Type	Acres	Assessed Value Per Acre	Total Assessed Value
Irrigated	<u> </u>	<u> </u>	<u>\$0.00</u>
	<u> </u>	<u> </u>	<u>\$0.00</u>
	<u> </u>	<u> </u>	<u>\$0.00</u>
	<u> </u>	<u> </u>	<u>\$0.00</u>
Irrigated Meadow	<u> </u>	<u> </u>	<u>\$0.00</u>
	<u> </u>	<u> </u>	<u>\$0.00</u>
	<u> </u>	<u> </u>	<u>\$0.00</u>
	<u> </u>	<u> </u>	<u>\$0.00</u>
Dry Farm	<u> </u>	<u> </u>	<u>\$0.00</u>
	<u> </u>	<u> </u>	<u>\$0.00</u>
	<u> </u>	<u> </u>	<u>\$0.00</u>
	<u> </u>	<u> </u>	<u>\$0.00</u>
Grazing	<u>110</u>	<u>\$11.35</u>	<u>\$1,248.50</u>
	<u> </u>	<u> </u>	<u>\$0.00</u>
	<u> </u>	<u> </u>	<u>\$0.00</u>
	<u> </u>	<u> </u>	<u>\$0.00</u>
Forest Ag	<u> </u>	<u> </u>	<u>\$0.00</u>
	<u> </u>	<u> </u>	<u>\$0.00</u>
	<u> </u>	<u> </u>	<u>\$0.00</u>
	<u> </u>	<u> </u>	<u>\$0.00</u>
Waste	<u> </u>	<u> </u>	<u>\$0.00</u>
	<u> </u>	<u> </u>	<u>\$0.00</u>
	<u> </u>	<u> </u>	<u>\$0.00</u>
	<u> </u>	<u> </u>	<u>\$0.00</u>
Total Acres	<u>110</u>		Combined Total <u>\$1,248.50</u>

Total Mill Levy for this Taxing Area 87.88400000

Total WILDLIFE Amount Requested
for this Taxing Area \$109.72

Impact Assistance Grant Application Form - WILDLIFE

County Boulder Tax Year 2024

WILDLIFE Parcel(s)/Schedule#(s) 146324000009 R0085042

Tax Area 4211

Ag Type	Acres	Assessed Value Per Acre	Total Assessed Value
Irrigated	21	\$186.12	\$3,908.52
			\$0.00
			\$0.00
			\$0.00
Irrigated Meadow			\$0.00
			\$0.00
			\$0.00
			\$0.00
Dry Farm			\$0.00
			\$0.00
			\$0.00
			\$0.00
Grazing			\$0.00
			\$0.00
			\$0.00
			\$0.00
Forest Ag			\$0.00
			\$0.00
			\$0.00
			\$0.00
Waste			\$0.00
			\$0.00
			\$0.00
			\$0.00
Total Acres	21		Combined Total \$3,908.52

Total Mill Levy for this Taxing Area 90.98300000

Total WILDLIFE Amount Requested
for this Taxing Area \$355.61

Impact Assistance Grant Application Form - WILDLIFE

County Boulder Tax Year 2024

WILDLIFE Parcel(s)/Schedule#(s) 146323000001 R0085039

Tax Area 4250

Ag Type	Acres	Assessed Value Per Acre	Total Assessed Value
Irrigated	166	\$186.12	\$30,895.92
			\$0.00
			\$0.00
			\$0.00
Irrigated Meadow			\$0.00
			\$0.00
			\$0.00
			\$0.00
Dry Farm			\$0.00
			\$0.00
			\$0.00
			\$0.00
Grazing			\$0.00
			\$0.00
			\$0.00
			\$0.00
Forest Ag			\$0.00
			\$0.00
			\$0.00
			\$0.00
Waste			\$0.00
			\$0.00
			\$0.00
			\$0.00
Total Acres	166		Combined Total \$30,895.92

Total Mill Levy for this Taxing Area 76.23600000

Total WILDLIFE Amount Requested
for this Taxing Area \$2,355.38

Impact Assistance Grant Application Form - WILDLIFE

County Boulder Tax Year 2024

WILDLIFE Parcel(s)/Schedule#(s) 146323000027 R0085037; 146305000005 R0084926

Tax Area 4253

Ag Type	Acres	Assessed Value Per Acre	Total Assessed Value
Irrigated	14	\$186.12	\$2,605.68
			\$0.00
			\$0.00
			\$0.00
Irrigated Meadow			\$0.00
			\$0.00
			\$0.00
			\$0.00
Dry Farm			\$0.00
			\$0.00
			\$0.00
			\$0.00
Grazing	5	\$11.35	\$56.75
			\$0.00
			\$0.00
			\$0.00
Forest Ag			\$0.00
			\$0.00
			\$0.00
			\$0.00
Waste			\$0.00
			\$0.00
			\$0.00
			\$0.00
Total Acres	19		Combined Total \$2,662.43

Total Mill Levy for this Taxing Area 91.98300000

Total WILDLIFE Amount Requested
for this Taxing Area \$244.90



Board of County Commissioners

June 17, 2025

The Honorable Sean Duffy
Secretary of Transportation
U.S. Department of Transportation
1200 New Jersey Avenue, S.E.
Washington, D.C. 20590

RE: Support for the Town of Superior Safe Streets for All (SS4A) Grant Application for the Marshall Corridor Road Safety and Accessibility Assessment

Dear Secretary Duffy and Evaluation Committee,

I am writing on behalf of Boulder County, Colorado, to express the county's support for the Town of Superior's application for a Safe Streets for All (SS4A) Planning and Demonstration Grant to fund a safety and accessibility assessment along the Marshall Road corridor.

This vital corridor connects several neighborhoods to the Superior Marketplace—a major regional retail and transit hub—and is bisected by a 4–6 lane state highway that presents significant safety and access challenges for all users, especially people walking, biking, and using transit. With anticipated development in the area—including mixed-use, university housing and transit-oriented communities—the need for safe, multimodal infrastructure is increasingly urgent.

The Town's Vision Zero Action Plan (VZAP), completed in partnership with the county, identifies this corridor as part of the Comprehensive Injury & Risk Network and calls for targeted safety improvements both along the roadway and at key intersections and crossings. The proposed study will evaluate potential solutions, including the feasibility of an underpass, and implement temporary demonstration projects at up to five locations to test their impact on user safety and comfort.

Boulder County supports plans and projects that positive contribute to social determinants of health, including the built environment. This assessment will result in the identification of safe solutions that will enhance social connectedness by creating opportunities for community interaction, reducing isolation. The safety projects will improve access to essential services, jobs, and transportation, addressing economic and environmental factors that influence community member's overall well-being.

Commissioner Claire Levy • Commissioner Marta Loachamin • Commissioner Ashley Stolzmann

Boulder County Courthouse • 1325 Pearl Street • Boulder, Colorado 80302

Mailing Address: P.O. Box 471 • Boulder, CO 80306 • www.BoulderCounty.gov

Commissioners@bouldercounty.gov • Telephone: 303.441.3500 • Fax: 303.441.4525

We respectfully request your full consideration of this important assessment.

Sincerely,

Marta Loachamin, Chair
Boulder County Board of Commissioners



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

DATE: June 17, 2025

TO: Boulder County Board of County Commissioners

FROM: Stacey Proctor, Project Manager, Community Planning & Permitting

CC: Dale Case, Director, Community Planning & Permitting
Kelly Leadbetter, Grants Coordinator, Community Planning & Permitting

RE: **Submission and Local Match Approval for a Safe Streets and Roads for All (SS4A) Grant Program Application**

Actions Requested

Staff from the Community Planning & Permitting Department – Transportation Planning Division is seeking approval from the Board of County Commissioners to submit a [Safe Streets and Roads for All \(SS4A\) Grant Program](#) application for funds to engineer and construct the southern segment of the North Foothills Bikeway (from Broadway to Neva Road). Staff is also seeking approval for the commitment of \$4,112,600 of Transportation Sales Tax Funds to be committed as local match.

Background

The [Infrastructure Investment and Jobs Act](#) (IIJA) established the SS4A Grant Program to fund plans and projects to prevent roadway fatalities and serious injuries. The Program includes \$5 billion in appropriated funds over 5 years, 2022-2026; almost \$2 billion is still available. The Program is one of the largest federal grant programs dedicated to roadway safety in U.S. history and is an unprecedented opportunity for local agencies to implement significant safety projects.

The SS4A program provides funding for two main types of grants: Planning and Demonstration Grants for Action Plans and Implementation Grants. The county previously applied for and received \$473,600 of Planning funding to develop of the county's Vision Zero Action Plan. Now, the county is seeking Implementation funding to engineer and construct the segment of the US 36 North Foothills Bikeway between Broadway and Neva Road (highlighted in yellow in the figure). This segment has the highest number of bicyclist injuries and fatalities on the corridor and is therefore the top priority segment.

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



The estimated project cost is \$26,350,000. The local match required is 20% or \$5,270,000.

Staff has coordinated with stakeholders and received the following funding commitments to-date: \$1,000,000 from CDOT, \$100,000 from the City of Boulder, and \$57,400 from Coalition 4 Cyclists (C4C), leaving \$4,112,600 needed in local match from the county. Staff is requesting approval from the Board to commit \$4,112,600 of Transportation Sales Tax Funds as the maximum of amount of local match from Boulder County as staff continues to pursue additional funding contributions. Letters of support and local match commitment are included as **Attachment 1**.

Without significant additional funding, the engineering and construction of the North Foothills Bikeway will be implemented slowly over time. The SS4A Program is an opportunity to accelerate the construction of a safe facility, reducing the number of severe and fatal crashes along the corridor. Applications are due no later than 3 P.M. on Thursday, June 26, 2025.

Actions Requested

Two actions:

1. Approval for Boulder County to submit an Implementation Grant application to the Safe Streets and Roads for All (SS4A) Grant Program.
2. Approval to commit a maximum of \$4,112,600 of Transportation Sales Tax Funds as local match to fulfill the application requirements.

Board of County Commissioners' signature if approved:

Signature

Date

Attachments:

1. Letters of support and local match funding commitment
2. Draft Board of County Commissioners letter of support



COLORADO

Department of Transportation

Region 4
Regional Director's Office
10601 10th Street
Greeley, CO 80634-9000

May 27, 2025

The Honorable Sean Duffy
U.S. Department of Transportation
1200 New Jersey Ave., SE
Washington, DC 20590

Re: Letter of Support for Boulder County's US 36 North Foothills Bikeway Project - SS4A Implementation Grant Application

Dear Secretary Duffy and the SS4A Program Staff,

I am writing on behalf of the Colorado Department of Transportation (CDOT) Region 4 to express our support for Boulder County's application for a Safe Streets and Roads for All (SS4A) Implementation Grant. Funds will be used for the engineering and construction of the southern segment of the North Foothills Bikeway Project.

As the agency with ownership and maintenance responsibilities for the US 36 corridor between the City of Boulder and the Town of Lyons, CDOT affirms our agreement and supports the proposed improvements along this corridor. We recognize the urgent safety needs and are committed to continuing to work with Boulder County and other regional partners to ensure the project's success.

The US 36 corridor is one of Colorado's most frequently cycled routes and a critical regional connector for community members and visitors traveling to Rocky Mountain National Park. Unfortunately, the corridor has also been the site of numerous fatal and serious injury crashes involving cyclists. The proposed separated bikeway is a proven safety countermeasure that will reduce conflicts between motorists and cyclists, helping prevent future fatalities, and creating a safer travel environment for all modes.

This project directly aligns with the SS4A program goals. It offers a clear solution to reduce injuries and fatalities along a high-injury network corridor with demonstrated cycling demand. **In recognition of the project's importance and our support for Boulder County, CDOT will provide \$1,000,000 as local match, should federal funds be awarded.**

We support Boulder County's application and are committed to continued coordination to advance this critical safety infrastructure.

Sincerely,

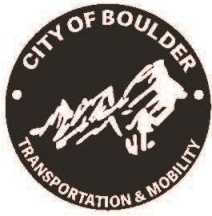
**Heather
Paddock**

Heather Paddock
CDOT Region 4 Transportation Director

Digitally signed by
Heather Paddock
Date: 2025.05.27
10:41:02 -06'00'

cc: Keith Sheaffer, CDOT Region 4 North Program Engineer
Katrina Kloberdanz, CDOT Region 4 Professional Engineer
Bryce Reeves, CDOT Region 4 Local Agency Resident Engineer
Josie Thomas, CDOT Region 4 Planning & Local Agency Environmental Manager
James Eussen, CDOT Region 4 Planning & Environmental Manager
Deanna McIntosh, CDOT Region 4 Planning





City of Boulder Transportation & Mobility

June 12, 2025

U.S. Department of Transportation
Office of the Secretary
1200 New Jersey Ave, SE
Washington, DC 20590

RE: Letter of Support for Boulder County's US 36 North Foothills Bikeway Project – SS4A Implementation Grant Application

Secretary Duffy and the SS4A Program Staff,

On behalf of the City of Boulder, I am writing to express support for Boulder County's application for a Safe Streets and Roads for All (SS4A) Implementation Grant to fund the engineering and construction of the southern segment of the US 36 North Foothills Bikeway, located along US 36 between the City of Boulder and the Town of Lyons. This bikeway project represents an important safety investment on a corridor that is heavily traveled by cyclists.

The US 36 North Foothills corridor is a critical regional connector for community members to access education and employment opportunities in Boulder, visitors to travel between Denver and Rocky Mountain National Park, and cyclists to train as well as access recreational opportunities on surrounding open spaces and regional trails. Tragically, this corridor has experienced numerous fatal crashes involving cyclists in recent years. This history underscores the urgent need for a dedicated, separated facility to safely accommodate the thousands of cyclists who rely on this corridor.

The North Foothills Bikeway Feasibility Study, approved by the Board of County Commissioners in October 2024, recommends a continuous bikeway between Boulder and Lyons to address these safety concerns. The City of Boulder participated in the planning process and supports completion of the bikeway. Advancing the first segment through this SS4A grant is a critical step toward realizing the full 11-mile facility. In recognition of the project's importance to our community and our support for Boulder County, the City will provide \$100,000 as local match, should federal funds be awarded.

This project will improve the quality of life for all travelers and provide economic and mobility benefits to our community. I urge your full consideration of Boulder County's application to implement this life-saving infrastructure.

Sincerely,

A handwritten signature in black ink that reads "Valerie Watson". The script is fluid and cursive, with the first name and last name clearly distinguishable.

Valerie Watson
Interim Director of Transportation and Mobility

cc: Gerrit Slatter, PE, Civil Engineering Senior Manager – Capital Projects
Stephen Rijo, Transportation Planning Manager



2 June, 2025

U.S. Department of Transportation
Office of the Secretary
1200 New Jersey Ave, SE
Washington, DC 20590

RE: Letter of Support and Confirmation of Local Match for Boulder County's US 36 North Foothills Corridor Safety Project – SS4A Implementation Grant Application

Dear Secretary Duffy and the SS4A Program Staff,

Coalition 4 Cyclists (C4C) strongly supports Boulder County's application for a Safe Streets and Roads for All Implementation Grant to fund the engineering and construction of the southern segment of the US 36 North Foothills Corridor Safety for All Project including the bikeway, located along US 36 between the City of Boulder and Neva Road.

C4C devoted our annual fundraising event held on May 16, 2025 to raise money to go to the local match. Community members donated \$57,400 which C4C will provide to the local match, should federal funds be awarded. Additionally, C4C will continue to support this project, including financially, until its full 11 mile project scope is complete.

The project is urgent, critical, and important. Infrastructure adaptations need to be sped up on an urgent basis in order to change the predictably adverse safety outcomes that current infrastructure contributes to.

The location of the project is a crucial connection to the greater multi-modal network. The section of road had 52,712 bicycle trips in 2022 demonstrating the need to make the connection safe for all users.

The project's comprehensive approach to roadway safety, transit options, bicycle and pedestrian access, and planned future wildlife crossings is an important demonstration of design standards for leading infrastructure solutions.

The US 36 North Foothills corridor is a critical regional connector for community members to access education and employment in Boulder, visitors to travel between Denver and Rocky Mountain National Park, and cyclists to train, recreate, and access open spaces and regional trails.

This corridor has experienced numerous fatal crashes involving cyclists in recent years. The loss of life underscores the need for safety improvements, intersection changes, and a dedicated and separated facility to make the road safe for all users.

Construction of the southern segment is the top priority for implementation and directly aligns with the objectives of the SS4A program.

C4C is in full support of The North Foothills Corridor Safety for All Project in order to fix the existing and ongoing adverse safety conditions and serious injury and fatality outcomes.

Sincerely,

A handwritten signature in black ink, appearing to read "Matt Muir". The signature is fluid and cursive, with a long horizontal stroke extending from the end.

Matt Muir, Executive Director

Coalition 4 Cyclists, 501(c)(3) | coalition4cyclists.org | matt@c4community.org



Board of County Commissioners

June 17, 2025

The Honorable Sean Duffy
Secretary of Transportation
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, D.C. 20590

RE: Letter of Support and Confirmation of Local Match for Boulder County's SS4A Implementation Grant Application – US 36 North Foothills Bikeway Project

Dear Secretary Duffy and the Evaluation Committee,

I am writing on behalf of the Boulder County Board of County Commissioners to express our strong support for the county's Safe Streets and Roads for All (SS4A) Implementation Grant application. Funds will be used to design and construct safety improvements including 3.3 miles of a paved, bi-directional, detached bikeway/shared-use path along US 36 North Foothills Highway.

The US 36 North Foothills corridor is a critical regional connector for community members to access education, employment, and services in Boulder, visitors to travel between Denver and Rocky Mountain National Park, and cyclists to train, recreate, and access open spaces and regional trails. The corridor is a very popular route for both recreational and competitive cyclists despite the lack of protected infrastructure.

This corridor has experienced numerous fatal crashes involving cyclists in recent years. The loss of life underscores the need for safety improvements and a dedicated facility for multimodal users to make the road safer for all travelers. The southern segment has the highest number of bicyclist injuries and fatalities on the corridor and is therefore the top priority segment.

This project has strong support from stakeholders and the community. The county has secured the following local match contributions: \$1 million from the Colorado Department of Transportation (CDOT), \$100,000 from the City of Boulder, and \$57,400 from the nonprofit Coalition 4 Cyclists (C4C). Boulder County is prepared to provide the remaining \$4.1 million in local match from the county's Transportation Sales Tax fund when federal funds are awarded. These financial commitments demonstrate the community's desire to advance this project and leverage federal resources to deliver life-saving safety infrastructure.

Commissioner Claire Levy • Commissioner Marta Loachamin • Commissioner Ashley Stolzmann

Boulder County Courthouse • 1325 Pearl Street • Boulder, Colorado 80302

Mailing Address: P.O. Box 471 • Boulder, CO 80306 • www.BoulderCounty.gov

Commissioners@bouldercounty.gov • Telephone: 303.441.3500 • Fax: 303.441.4525

SS4A funding will accelerate safety improvements on the US 36 corridor, helping prevent serious injuries and fatal crashes, and improving travel safety for everyone.

We respectfully request your full consideration of this important project.

Sincerely,

Marta Loachamin, Chair
Boulder County Board of Commissioners



Board of County Commissioners

June 17, 2025

The Honorable Sean Duffy
Secretary of Transportation
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, D.C. 20590

RE: Letter of Support and Confirmation of Local Match for Boulder County's SS4A Implementation Grant Application – US 36 North Foothills Bikeway Project

Dear Secretary Duffy and the Evaluation Committee,

I am writing on behalf of the Boulder County Board of County Commissioners to express our strong support for the county's Safe Streets and Roads for All (SS4A) Implementation Grant application. Funds will be used to design and construct safety improvements including 3.3 miles of a paved, bi-directional, detached bikeway/shared-use path along US 36 North Foothills Highway.

The US 36 North Foothills corridor is a critical regional connector for community members to access education, employment, and services in Boulder, visitors to travel between Denver and Rocky Mountain National Park, and cyclists to train, recreate, and access open spaces and regional trails. The corridor is a very popular route for both recreational and competitive cyclists despite the lack of protected infrastructure.

This corridor has experienced numerous fatal crashes involving cyclists in recent years. The loss of life underscores the need for safety improvements and a dedicated facility for multimodal users to make the road safer for all travelers. The southern segment has the highest number of bicyclist injuries and fatalities on the corridor and is therefore the top priority segment.

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Commissioner Claire Levy • Commissioner Marta Loachamin • Commissioner Ashley Stolzmann

Boulder County Courthouse • 1325 Pearl Street • Boulder, Colorado 80302

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Commissioners@bouldercounty.gov • Telephone: 303.441.3500 • Fax: 303.441.4525

This project benefits from a high level of readiness: a preferred alignment has been conceptualized, coordination with CDOT and other stakeholders has begun, engineering is underway, and the community is eager to see the project completed. This strong foundation of planning, partnership, and public support along with SS4A funding will make construction of Segment 1 possible by 2027. ~~SS4A funding will accelerate safety improvements on the US 36 corridor,~~ helping prevent serious injuries and fatal crashes, and improving travel safety for everyone.

We respectfully request your full consideration of this important project.

Sincerely,

Marta Loachamin, Chair
Boulder County Board of Commissioners



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

June 17, 2025

The Honorable Sean Duffy
Secretary of Transportation
United States Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

RE: Support for DRCOG's Safer Streets: Addressing Pedestrian and Left-Turn Crashes in the Denver Region Grant Application – SS4A 2025

Dear Secretary Duffy:

On behalf of the Boulder County Board of County Commissioners, the county is pleased to provide this letter of support for the Denver Regional Council of Governments' (DRCOG) application to the USDOT Safe Streets and Roads for All (SS4A) grant program: "Safer Streets: Addressing Pedestrian and Left-Turn Crashes in the Denver Region."

The application takes a uniquely collaborative approach to address some of the most pressing fatal and serious injury crash types in the Denver region: "pedestrian-involved" and "failed to yield right-of-way and left-turn crashes." These projects have strong local support and have been tailored to meet each community's safety needs. In Boulder County, two pedestrian signal installations are proposed on CO 119 (Boulder Canyon) at high-activity crossing locations.

As a partner, Boulder County intends to enter into an agreement with DRCOG in early 2027 to codify our support for this regional effort if the grant application is selected for funding. The Colorado Department of Transportation (CDOT) has committed to funding the required 20 percent match for the **CO 119 (Boulder Canyon) Pedestrian Crossing Improvements** portion of the grant application.

If awarded, DRCOG will work with partnering agencies to carry out the supplemental planning and implementation projects throughout the Denver metro area. DRCOG is well-suited to administer an award for its expertise in providing local governments with planning and technical support.

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

Boulder County looks forward to partnering with USDOT, DRCOG, and CDOT to implement this important project that will improve transportation safety for people travelling within our community.

Sincerely,

Marta Loachamin, Chair - Board of County Commissioners

Accessibility Report

Filename: BoCo_Letter of Support.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
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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](#)

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	Jim Adams-Berger, jadams-berger@bouldercounty.gov
Invoice Contact – Name, email	Jiao Qin, jqin@bouldercounty.gov
Other Party Contact Information	
Name	Tribe Recovery Homes, Inc.
Mailing Address	1178 Mariposa, St. Denver, CO. 80204
Contact 1 – Name, title, email	Thomas Hernandez, thomas@triberecoveryhomes.com
Contact 2 – Name, title, email	
Term	
Start Date	6/4/2025
Expiration Date	6/30/2025
Brief Description of Work/Services Provided	
The purpose of this memo is to request Board approval of a purchase contract between Boulder County and Tribe Recovery Homes, Inc. for a property located at 2043 Pearl St. #2, Boulder, known familiarly as Arbor House. Staff have worked with multiple parties to arrange this purchase including the City of Boulder, which has a \$300,000 investment in the property; First Bank, the lender; and Tribe Recovery Homes, Inc., current owner.	
Revenue Contract/Lease Details	
Amount	\$0
Fixed Price or Not-to-Exceed?	Not-to-Exceed
Grant Details	
Award # (if any)	N/A
Signature Deadline	
Project/Program Name	
Project/Program Start Date	
Project/Program End Date	
Capital or Operating?	
Grant Funding	
Amount: Federal Funds	N/A
Amount: State Funds	N/A
Amount: Other (specify)	
Amount: Match (dollars)	
Amount: Match (in-kind)	
Total Project Budget	
Account String	
Federally Funded Grants	
Federal Program Name	N/A
CFDA #	

NON-PROCUREMENT DOCUMENTS ONLY
ROUTE THROUGH DOCUSIGN – NOT ORACLE

Subrecipients	
Name(s)	N/A
Services to be Provided	
Subaward Amount	
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

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

Use email: ca@bouldercounty.org

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

Use email: mtusinski@bouldercounty.org

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

Use email: 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: June 17, 2025

From: James Adams-Berger, Community Services Department; Ryan Malarky, Assistant County Attorney

RE: Ratification of Purchase Contract between Boulder County and Tribe Recovery Homes, Inc.

The purpose of this item is to request Board approval of a purchase contract between Boulder County and Tribe Recovery Homes, Inc. for a property located at 2043 Pearl St., Boulder known familiarly as Arbor House. Staff have worked with multiple parties to arrange this purchase including the City of Boulder, which has a \$300,000 investment in the property; First Bank, the lender; and Tribe Recovery Homes, Inc., current owner. In addition, meetings were held with the Commissioners to discuss and ultimately set the terms for this purchase. This included the creation of a formal Intergovernmental Agreement (IGA) between the City of Boulder and the County establishing the parties' expectation that the County would purchase Arbor House and then convey the property to the City to continue to be used for behavioral health services. From the time the County acquires the property until the County conveys it to the City, the GIA requires the City to be responsible for all obligations and costs associated with ownership of the property. This IGA was signed by the City on April 21, 2025, and by Commissioner Loachamin on April 22, 2025, after the Board approved the IGA.

The purchase is funded in its entirety with American Rescue Plan dollars that were granted to the County in a competitive award under the Senate Bill 196 project through the Behavioral Health Administration. The amount of the purchase reflects the mortgage balance, related banks fees and closing costs. The purchase amount for the outstanding mortgage balance and bank fees is \$1,114,890.95. Notably an inspection of the property was conducted by Boulder County Public Works which found no material defects however a few ADA updates were recommended as well as some outside maintenance (see attached). Any necessary updates or maintenance will be the City's responsibility.

The funds for the purchase are due to expire June 30, 2025. Failure to complete the purchase by this date will result in forfeiture of the remaining grant dollars and likely send the building into foreclosure as Tribe does not have the resources to fulfill the terms of the mortgage.

We respectfully request approval of the purchase agreement. We also request that the Board authorize Land Officer Jeff Davis to sign the necessary documents to close on the property.

County Commissioners:
Claire Levy

Page 35 of 548
Marta Loachamin

Ashley Stolzmann

Marta Loachamin, Boulder County Commissioners

Date

Attest: Matthew Ramos, Clerk to the Board

Date

Arbor House Inspection Report

Boulder County Building Services

Date/Time: May 16, 2025, 8:30am

Address: 2043 Pearl St, Boulder, CO 80302

Arbor House Staff Present:

Mary Price, maryprice@triberecoveryhomes.com

Boulder County Staff Present (Inspectors):

Joe May, Lead Project Manager, main contact for inspection 303-579-7020

James Butler, Lead Architect

David Pfiefer, Maintenance Manager

Martin Marino, Master Electrician

Keith Emrick, Project Manager

Property Overview:

Boulder County Building Services, a Division of the Public Works Department, performed a general visual inspection of Arbor House, located at 2043 Pearl St, Boulder. The site is centrally located within Boulder, on Pearl Street near the 21st block. This is a wood framed 2 story home originally built in 1894 with the original detached barn on the property to the north in the ally. A renovation in 1996 upgraded the home to commercial standards, an office building, and converted the barn into an open garage, with attic and side access storage. The residents and staff enter primarily from the ally side where there is parking in and around the garage. The historic structure has been remodeled to provide offices for counselling.

Adjacent to the Arbor House is a residential structure called the Mother House, that is managed by the same organization, which provides the Mother House residents counselling in the Arbor house.

The upgrades completed in 1996 that we observed most likely would have included, given the original construction date, taking out the original lathe and plaster finishes on the

Arbor House Inspection Report

Boulder County Building Services

interior down to exposed wood frame structure and partition wall framing to inspect the structure and reinforce it where necessary. The remodel would likely include insulation in the walls and ceiling, insulated windows, and all new infrastructure including electrical wiring to copper, and a boiler with baseboard heating. Multiple Window AC units were installed on the exterior wall, not in window openings. An automatic fire sprinkler system was added with glycol (to prevent freezing), exit signage throughout, and an ADA parking space close to an accessible door to the north.

The interior finishes are primarily wall to wall carpet (showing signs of use), painted drywall, with original wood trim around doors and windows and wood base. The restrooms have tile flooring needing some grout tuck pointing. All the windows have blinds, some also have curtains. There are shutters in the interior window between the front room and the office due north of it with built-in counter tops with laminate finish. The front rooms on the first floor have built-in bookcases and appear to have original, historic, front door, and single pane windows. The rest of the house has double glazed casement windows.

There is interior hatch access to the attic, which we were unable to inspect. However, with a recent roof replacement in 2022 completed and the '94 remodel that occurred we were confident that it was built to code. There were also no indications of roof leaks throughout.

The trash and recycling containers are shared between the two sites. There is a dumpster and recycle bins adjacent to one of the parking spaces along the northwest side of the site, south of the barn. An additional slab should be poured to move the dumpster away from the parking for ease of access to the cars and to the dumpster. There is a bike rack along the fence on the west side of the property.

The natural gas water heater and boiler, as well as the fire and domestic water backflow is accessed through the floor hatch in a closet adjacent to the bathroom. This part of the crawl space is deeper at approximately 5' and has good access to maintain the equipment. The crawl space is approx. 2' to 3' and is loosely sealed with thick black plastic sheeting. A radon test of the 1st floor space is recommended and was not performed at this time. Extensive work to the foundation and structural elements were visible in the crawl space. Photos taken show a concrete footing with a steel pipe column supporting a new steel I beam with newer TJI joists tying into the beam.

Visibly the exterior and the landscaping look great with flowering vines and bushes covering the perimeter and a drip irrigation system in place to maintain the vegetation.

Arbor House Inspection Report

Boulder County Building Services

Accessibility:

It has excellent access to public Transportation, as it is within a block of two RTD bus stops for the Hop and Bus Route 204. There are (7) parking spaces including (1) ADA spot and (3) parking spaces are covered. The northern first floor door meets the ADA door clearances. There is a connecting concrete pathway from the parking spaces and the Arbor house to the Mother House.

Summary of Addressable Items:

A. Exterior Maintenance:

- Items to be addressed to keep moisture away from the foundation/crawl space:
 1. Open face down spouts that daylight above the dirt where there's been ponding should be landscaped with rock material to slope away from the foundation.
 2. Irrigation should be revised to run main branch lines outboard of the vegetation not along the stone foundation wall.
 3. Tree growth along the exterior of the garage should be removed and open holes filled with concrete.
- The siding on a portion of the garage has been damaged/removed and needs repair/replacing. A portion of the siding has been patched over with plywood.
- The 30" tall wood fence along the west and southern side of the building needs new paint. The posts need to be checked and replaced where rotting below grade.

B. Exterior ADA Corrections:

- ADA parking space:
 1. Requires a level parking area
 2. Surface drainage, trickle channel, to be rerouted
 3. An appropriate free-standing sign, (65" tall)
 4. Blue marking on the parking spot,
 5. Side clearance next to the parking spot.
- The pathway from the adjacent to the parking lot to the front door needs to be 2% slope or less.

C. Interior ADA Corrections:

- The restroom on the first floor is indicated as the ADA restroom, but this also needs corrective action:

Arbor House Inspection Report

Boulder County Building Services

1. The clear floor area for maneuvering in the restroom is too narrow, this room needs to be widened to meet current ADA clearances.
2. The sink needs to be moved out of the doorway's clear floor area and needs PVC jacketing to cover over the drainpipes and supply lines. Best practice is to lower the sink and vanity.

There is not an accessible route from the front of the house to the back of the house around the building, so the only accessible entrance is through the back of the house and there is no signage at the front explaining the accessible access is at the back. There is round, steel, handrails on either side of the front concrete stairs, but they do not have the appropriate extensions. The building does not have an elevator. The stairs to the second floor have (1) set of handrails that do not have extensions.

Summary:

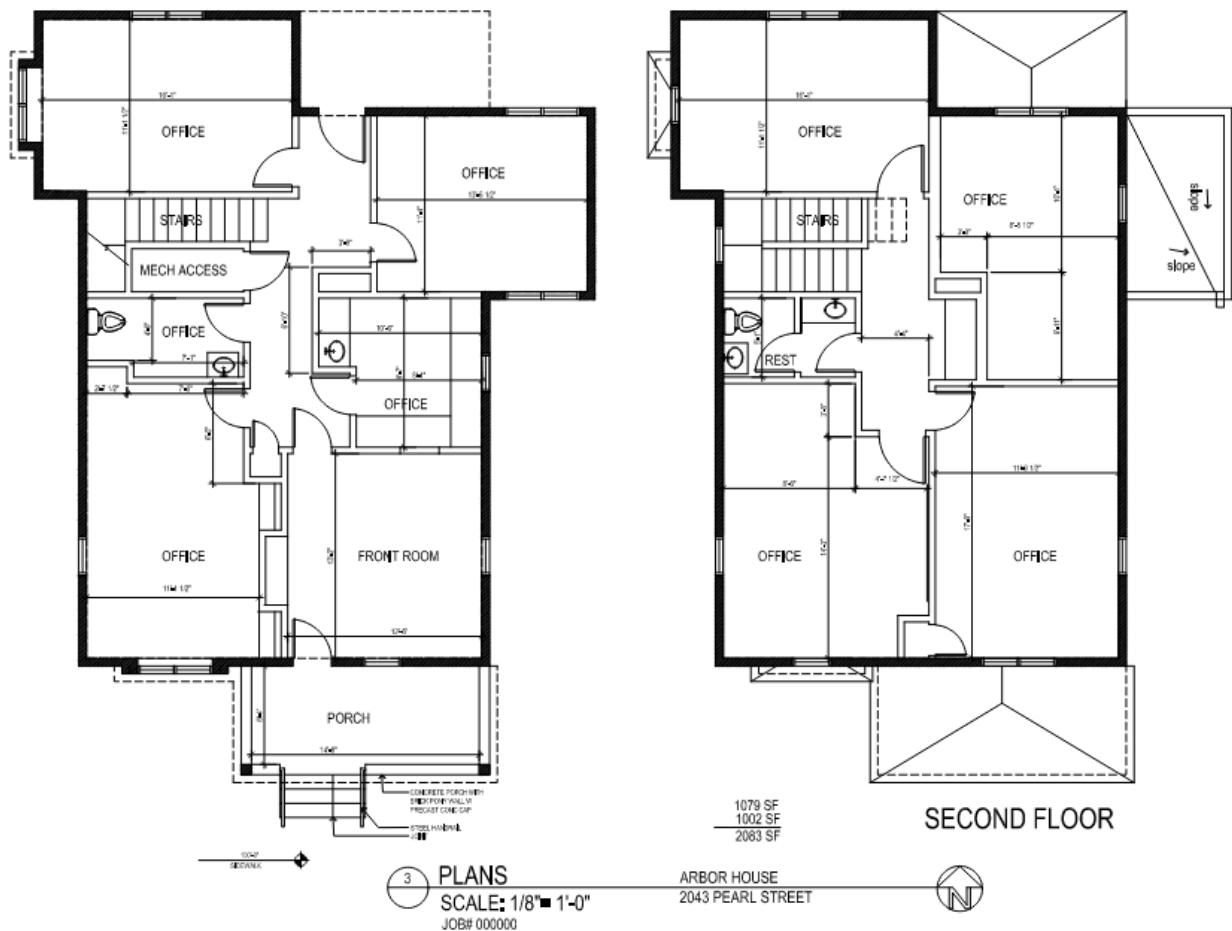
Exterior ADA corrections: There should be a new ADA concrete path from the front, southern side of the house to the accessible entrance in the back, northern side. The handrail extensions are needed on the south steps. The ADA parking space needs to be re-poured at the appropriate slopes and allowing for proper drainage to the trickle channel. ADA signage needs to be corrected at the front and back of the house, particularly at the ADA parking spot.

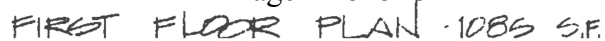
Internal ADA Corrections: The restroom on the first floor needs to be wider to meet ADA clearances and the piping under the sink needs to be covered. New handrail extensions are needed on the internal staircase.

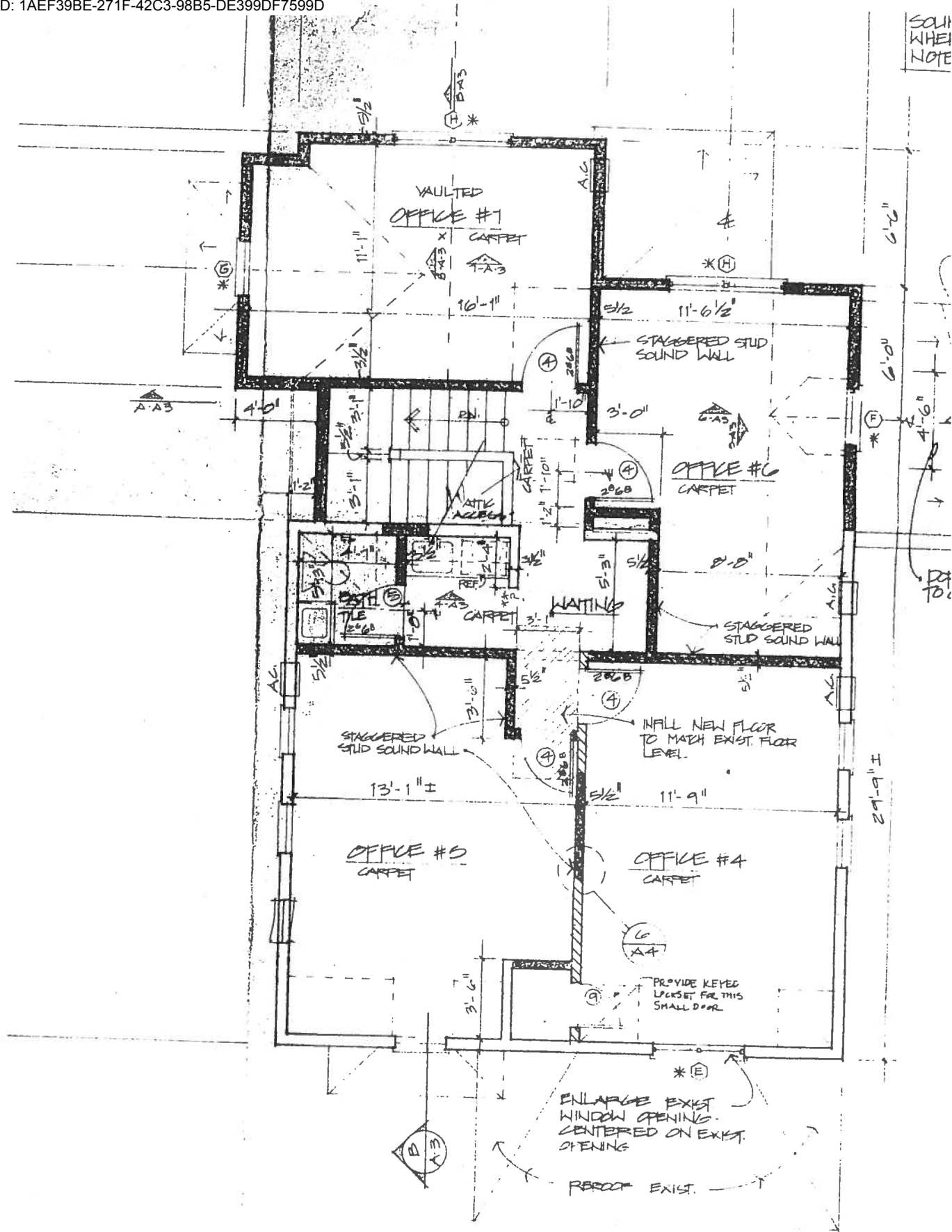
General Maintenance: Most of the siding on the pole barn and a few spots on the primary structure need to be replaced. The posts for the fencing around the property need to be rebuilt and set in concrete foundations. The stone foundation which is set in concrete should be tuck pointed to ensure long term foundation stability. Siding on the lower portion the barn needs to be replaced. The wall-to-wall carpet needs to be replaced. The interior-painted walls are in good condition. The roof and downspouts seem to be in good condition. Landscaping at down spouts to slope away from the foundation is needed. Irrigation should be kept further away from foundation.

Arbor House Inspection Report

Boulder County Building Services







SECOND FLOOR PLAN 9/17/01
1/4" = 1'-0"

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CBS3-8-24) (Mandatory 8-24)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

CONTRACT TO BUY AND SELL REAL ESTATE
(COMMERCIAL)
(☒ Property with No Residences)
(☐ Property with Residences-Residential Addendum Attached)

Date: June 12, 2025

AGREEMENT

1. **AGREEMENT.** Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

2. **PARTIES AND PROPERTY.**

2.1. **Buyer.** County of Boulder, Colorado, a body corporate and politic (Buyer) will take title to the Property described below as ☐ Joint Tenants ☐ Tenants In Common ☐ Other

2.2. **No Assignability.** This Contract IS NOT assignable by Buyer unless otherwise specified in Additional Provisions.

2.3. **Seller.** Tribe Recovery Homes, Inc. (Seller) is the current owner of the Property described below.

2.4. **Property.** The Property is the following legally described real estate in the County of Boulder, Colorado (insert legal description):

Unit No. 2, The Pearl Street Condominiums, according to the Condominium Map of Pearl Street Condominiums, recorded October 15, 1996 on film 2163 at reception no. 1650505 and amended by Corrected Condominium Map of Pearl Street Condominiums recorded June 22, 2001 under reception no. 2164405, and as defined by the Condominium Declaration of the Pearl Street Condominiums (the "Declaration") recorded October 15, 1996 on film 2163 at reception no. 1650506, in the Office of the County Clerk and Recorder, Boulder County, Colorado, together with an undivided 50% interest in the common elements appurtenant thereto as described in the Declaration.

known as:	2043 Pearl Street #2	Boulder	CO	80302
	Street Address	City	State	Zip

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. **Inclusions.** The Purchase Price includes the following items (Inclusions):

2.5.1. **Inclusions – Attached.** If attached to the Property on the date of this Contract, the following items are included unless excluded under **Exclusions**: lighting, heating, plumbing, ventilating and air conditioning units, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories) and garage door openers (including N/A remote controls). If checked, the following are owned by the Seller and included: ☐ Solar Panels ☐ Water Softeners ☐ Security Systems ☐ Satellite Systems (including satellite dishes). Leased items should be listed under § 2.5.8. (Leased Items). If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

2.5.2. **Inclusions – Not Attached.** If on the Property, whether attached or not, on the date of this Contract, the following items are included unless excluded under **Exclusions**: storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings and treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, carbon monoxide alarms, smoke/fire detectors and all keys.

2.5.3. **Other Inclusions.** The following items, whether fixtures or personal property, are also included in the Purchase Price:

N / A

54 **2.5.4. Encumbered Inclusions.** Any Inclusions owned by Seller (e.g., owned solar panels) must be conveyed at
 55 Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and
 56 encumbrances, except:

57 N / A
 58
 59
 60

61 Buyer ☐ **Will** ☒ **Will Not** assume the debt and obligations on the Encumbered Inclusions subject to Buyer's review under §10.6.
 62 (Encumbered Inclusion Documents) and Buyer's receipt of written approval by such lender before Closing. If Buyer does not receive
 63 such approval this Contract terminates.

64
 65 **2.5.5. Personal Property Conveyance.** Conveyance of all personal property will be by bill of sale or other
 66 applicable legal instrument.

67 **2.5.6. Parking and Storage Facilities.** The use or ownership of the following parking facilities:
 68 on-site parking; and the use or ownership of the following storage facilities: rear storage building.

69 Note to Buyer: If exact rights to the parking and storage facilities is a concern to Buyer, Buyer should investigate.

70 **2.5.7. Trade Fixtures.** With respect to trade fixtures, Seller and Buyer agree as follows:

71 N / A
 72
 73

74 The trade fixtures to be conveyed at Closing will be conveyed by Seller free and clear of all taxes (except personal
 75 property taxes for the year of Closing), liens and encumbrances, except . Conveyance will be by bill of sale or other applicable legal
 76 instrument.

77 **2.5.8. Leased Items.** The following personal property is currently leased to Seller which will be transferred to Buyer
 78 at Closing (Leased Items):

79 N / A
 80
 81
 82

83 Buyer ☐ **Will** ☒ **Will Not** assume Seller's debt and obligations under such leases for the Leased Items subject to Buyer's review
 84 under §10.6. (Leased Items Documents) and Buyer's receipt of written approval by such lender before Closing. If Buyer does not
 85 receive such approval this Contract terminates.

86
 87 ☐ **2.5.9. Solar Power Plan.** If the box is checked, Seller has entered into a solar power purchase agreement, regardless
 88 of the name or title, to authorize a third-party to operate and maintain a photovoltaic system on the Property and provide electricity
 89 (Solar Power Plan) that will remain in effect after Closing. Buyer ☐ **Will** ☒ **Will Not** assume Seller's obligations under such Solar
 90 Power Plan subject to Buyer's review under §10.6. (Solar Power Plan) and Buyer's receipt of written approval by the third-party
 91 before Closing. If Buyer does not receive such approval this Contract terminates.

92
 93 **2.6. Exclusions.** The following items are excluded (Exclusions):

94 N / A
 95
 96

97 **2.7. Water Rights/Well Rights.**

98 ☐ **2.7.1. Deeded Water Rights.** The following legally described water rights:

99 N / A
 100
 101

102 Any deeded water rights will be conveyed by a good and sufficient _____ deed at Closing.

103 ☐ **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1., 2.7.3. and
 104 2.7.4., will be transferred to Buyer at Closing:

105 N / A
 106
 107
 108

109 ☐ **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if
 110 the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes,
 111 Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered
 112 with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a

registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is

N / A

☐ **2.7.4. Water Stock.** The water stock to be transferred at Closing are as follows:

N / A

2.7.5. Conveyance. If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights Relating to Water), § 2.7.3. (Well Rights), or § 2.7.4. (Water Stock Certificates), Seller agrees to convey such rights to Buyer by executing the applicable legal instrument at Closing.

2.7.6. Water Rights Review. Buyer has a Right to Terminate if examination of the Water Rights is unsatisfactory to Buyer on or before the **Water Rights Examination Deadline**.

3. DATES, DEADLINES AND APPLICABILITY.

3.1. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	5:00 PM MST
2	§ 4	Alternative Earnest Money Deadline	N / A
		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	3 days from MEC
4	§ 8	Record Title Objection Deadline	5 days from MEC
5	§ 8	Off-Record Title Deadline	3 days from MEC
6	§ 8	Off-Record Title Objection Deadline	5 days from MEC
7	§ 8	Title Resolution Deadline	6 days from MEC
8	§ 8	Third Party Right to Purchase/Approve Deadline	
		Owners' Association	
9	§ 7	Association Documents Deadline	3 days from MEC
10	§ 7	Association Documents Termination Deadline	5 days from MEC
		Seller's Disclosures	
11	§ 10	Seller's Property Disclosure Deadline	3 days from MEC
12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	N / A
		Loan and Credit	
13	§ 5	New Loan Application Deadline	N / A
14	§ 5	New Loan Terms Deadline	N / A
15	§ 5	New Loan Availability Deadline	N / A
16	§ 5	Buyer's Credit Information Deadline	N / A
17	§ 5	Disapproval of Buyer's Credit Information Deadline	N / A
18	§ 5	Existing Loan Deadline	N / A
19	§ 5	Existing Loan Termination Deadline	N / A
20	§ 5	Loan Transfer Approval Deadline	N / A
21	§ 4	Seller or Private Financing Deadline	N / A
		Appraisal	
22	§ 6	Appraisal Deadline	N / A
23	§ 6	Appraisal Objection Deadline	N / A
24	§ 6	Appraisal Resolution Deadline	N / A
		Survey	
25	§ 9	New ILC or New Survey Deadline	3
26	§ 9	New ILC or New Survey Objection Deadline	5
27	§ 9	New ILC or New Survey Resolution Deadline	6
		Inspection and Due Diligence	
28	§ 2	Water Rights Examination Deadline	N / A
29	§ 8	Mineral Rights Examination Deadline	N / A
30	§ 10	Inspection Termination Deadline	3 days from MEC
31	§ 10	Inspection Objection Deadline	5 days from MEC
32	§ 10	Inspection Resolution Deadline	6 days from MEC
33	§ 10	Property Insurance Termination Deadline	N / A

34	§ 10	Due Diligence Documents Delivery Deadline	3 days from MEC
35	§ 10	Due Diligence Documents Objection Deadline	5 days from MEC
36	§ 10	Due Diligence Documents Resolution Deadline	6 days from MEC
37	§ 10	Environmental Inspection Termination Deadline	N / A
38	§ 10	ADA Evaluation Termination Deadline	N / A
39	§ 10	Conditional Sale Deadline	N / A
40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	N / A
41	§ 11	Estoppel Statements Deadline	3 days from MEC
42	§ 11	Estoppel Statements Termination Deadline	5 days from MEC
		Closing and Possession	
43	§ 12	Closing Date	June 23, 2025
44	§ 17	Possession Date	Date of Closing
45	§ 17	Possession Time	Time of Closing and delivery of deed
46	§ 27	Acceptance Deadline Date	3 day from Date of Contract above
47	§ 27	Acceptance Deadline Time	5:00 PM MST

3.2. Applicability of Terms. If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or completed with “N/A”, or the word “Deleted,” such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of “None”, such provision means that “None” applies.

The abbreviation “MEC” (mutual execution of this Contract) means the date upon which both parties have signed this Contract. The abbreviation “N/A” as used in this Contract means not applicable.

3.3. Day; Computation of Period of Days; Deadlines.

3.3.1. Day. As used in this Contract, the term “day” means the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1. (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of Day Deadline** is left blank or “N/A” the deadlines will expire at 11:59 p.m., United States Mountain Time.

3.3.2. Computation of Period of Days. In computing a period of days (e.g., three days after MEC), when the ending date is not specified, the first day is excluded and the last day is included.

3.3.3. Deadlines. If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline ☒ **Will** ☐ **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

4. PURCHASE PRICE AND TERMS.

4.1. Price and Terms. The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1.	Purchase Price	\$ 1,114,890.95	
2	§ 4.3.	Earnest Money		\$ 0
3	§ 4.5.	New Loan		\$ N / A
4	§ 4.6.	Assumption Balance		\$ N / A
5	§ 4.7.	Private Financing		\$ N / A
6	§ 4.7.	Seller Financing		\$ N / A
7				
8				
9	§ 4.4.	Cash at Closing		\$ 1,114,890.95
10		TOTAL	\$ 1,114,890.95	\$ 1,114,890.95

4.2. Seller Concession. At Closing, Seller will credit to Buyer \$ N/A (Seller Concession). The Seller Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer’s lender and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller Concession include, but are not limited to: Buyer’s closing costs, loan discount points, loan origination fees, prepaid items and any other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract.

4.3. Earnest Money. The Earnest Money set forth in this Section, in the form of a wired funds, will be payable to and held by Buyer's Title Company (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.

4.3.1. Alternative Earnest Money Deadline. The deadline for delivering the Earnest Money, if other than at the time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

4.3.2. Disposition of Earnest Money. If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 24 and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three days of Seller's receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money Release form), within three days of Buyer's receipt.

4.3.2.1. Seller Failure to Timely Return Earnest Money. If Seller fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in **"If Seller is in Default", § 20.2. and § 21**, unless Seller is entitled to the Earnest Money due to a Buyer default.

4.3.2.2. Buyer Failure to Timely Release Earnest Money. If Buyer fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Buyer is in default and liable to Seller as set forth in **"If Buyer is in Default, § 20.1. and § 21**, unless Buyer is entitled to the Earnest Money due to a Seller Default.

4.4. Form of Funds; Time of Payment; Available Funds.

4.4.1. Good Funds. All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good Funds).

4.4.2. Time of Payment. All funds, including the Purchase Price to be paid by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT**.

4.4.3. Available Funds. Buyer represents that Buyer, as of the date of this Contract, ☒ **Does** ☐ **Does Not** have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

4.5. New Loan.

4.5.1. Buyer to Pay Loan Costs. Buyer, except as otherwise permitted in § 4.2. (Seller Concession), if applicable, must timely pay Buyer's loan costs, loan discount points, prepaid items and loan origination fees as required by lender.

4.5.2. Buyer May Select Financing. Buyer may pay in cash or select financing appropriate and acceptable to Buyer, including a different loan than initially sought, except as restricted in § 4.5.3. (Loan Limitations) or § 30 (Additional Provisions).

4.5.3. Loan Limitations. Buyer may purchase the Property using any of the following types of loans: ☐ **Conventional** ☐ **Other** N/A.

4.6. Assumption. Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption Balance set forth in § 4.1. (Price and Terms), presently payable at \$ N/A per N/A including principal and interest presently at the rate of N/A % per annum and also including escrow for the following as indicated: ☐ **Real Estate Taxes** ☐ **Property Insurance Premium** and ☐ N/A.

Buyer agrees to pay a loan transfer fee not to exceed \$ N/A. At the time of assumption, the new interest rate will not exceed N/A % per annum and the new payment will not exceed \$ N/A per N/A principal and interest, plus escrow, if any. If the actual principal balance of the existing loan at Closing is less than the Assumption Balance, which causes the amount of cash required from Buyer at Closing to be increased by more than \$ N/A, or if any other terms or provisions of the loan change, Buyer has the Right to Terminate under § 24.1. on or before **Closing Date**.

Seller ☐ **Will** ☐ **Will Not** be released from liability on said loan. If applicable, compliance with the requirements for release from liability will be evidenced by delivery ☐ on or before **Loan Transfer Approval Deadline** ☐ at **Closing** of an appropriate letter of commitment from lender. Any cost payable for release of liability will be paid by N/A in an amount not to exceed \$ N/A.

This Contract terminates if written consent from Seller's lender for Buyer's assumption of Seller's existing loan is not received by all parties and the Closing Company on or before Closing.

4.7. Seller or Private Financing.

WARNING: Unless the transaction is exempt, federal and state laws impose licensing, other requirements and restrictions on sellers and private financiers. Contract provisions on financing and financing documents, unless exempt, should be prepared by a licensed

Colorado attorney or licensed mortgage loan originator. Brokers should not prepare or advise the parties on the specifics of financing, including whether or not a party is exempt from the law.

4.7.1. Seller Financing. If Buyer is to pay all or any portion of the Purchase Price with Seller financing, ☐ **Buyer** ☐ **Seller** will deliver the proposed Seller financing documents to the other party on or before N/A days before **Seller or Private Financing Deadline**.

4.7.1.1. Seller May Terminate. If Seller is to provide Seller financing, this Contract is conditional upon Seller determining whether such financing is satisfactory to the Seller, including its payments, interest rate, terms, conditions, cost, and compliance with the law. Seller has the Right to Terminate under § 24.1., on or before **Seller or Private Financing Deadline**, if such Seller financing is not satisfactory to Seller, in Seller's sole subjective discretion.

4.7.2. Buyer May Terminate. If Buyer is to pay all or any portion of the Purchase Price with Seller or private financing, this Contract is conditional upon Buyer determining whether such financing is satisfactory to Buyer, including its availability, payments, interest rate, terms, conditions, and cost. Buyer has the Right to Terminate under § 24.1., on or before **Seller or Private Financing Deadline**, if such Seller or private financing is not satisfactory to Buyer, in Buyer's sole subjective discretion.

TRANSACTION PROVISIONS

5. FINANCING CONDITIONS AND OBLIGATIONS.

5.1. New Loan, Assumption Application. If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable by such lender, on or before **New Loan Application Deadline** and exercise reasonable efforts to obtain such loan or approval.

5.2. New Loan Terms; New Loan Availability.

5.2.1. New Loan Terms. If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the proposed New Loan's payments, interest rate, conditions and costs or any other loan terms (New Loan Terms) are satisfactory to Buyer. This condition is for the sole benefit of Buyer. Buyer has the Right to Terminate under § 24.1., on or before **New Loan Terms Deadline**, if the New Loan Terms are not satisfactory to Buyer, in Buyer's sole subjective discretion.

5.2.2. New Loan Availability. If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional upon Buyer's satisfaction with the availability of the New Loan based on the lender's review and underwriting of Buyer's New Loan Application (New Loan Availability). Buyer has the Right to Terminate under § 24.1., on or before the **New Loan Availability Deadline** if the New Loan Availability is not satisfactory to Buyer. Buyer does not have a Right to Terminate based on the New Loan Availability if the termination is based on the New Loan Terms, Appraised Value (defined below), the Lender Property Requirements (defined below), Insurability (§ 10.5. below) or the Conditional Upon Sale of Property (§ 10.7. below). **IF SELLER IS NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S EARNEST MONEY WILL BE NONREFUNDABLE**, except as otherwise provided in this Contract (e.g., Appraisal, Title, Survey).

5.3. Credit Information. This Contract is conditional (for the sole benefit of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be in Seller's sole subjective discretion. Accordingly: (1) Buyer must supply to Seller by **Buyer's Credit Information Deadline**, at Buyer's expense, information and documents (including a current credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information and documents received by Seller must be held by Seller in confidence and not released to others except to protect Seller's interest in this transaction. If the Cash at Closing is less than as set forth in § 4.1. of this Contract, Seller has the Right to Terminate under § 24.1., on or before Closing. If Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to Terminate under § 24.1., on or before **Disapproval of Buyer's Credit Information Deadline**.

5.4. Existing Loan Review. Seller must deliver copies of the loan documents (including note, deed of trust and any modifications) to Buyer by **Existing Loan Deadline**. For the sole benefit of Buyer, this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer has the Right to Terminate under § 24.1., on or before **Existing Loan Termination Deadline**, based on any unsatisfactory provision of such loan documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the Property is required, this Contract is conditional upon Buyer obtaining such approval without change in the terms of such loan, except as set forth in § 4.6. If lender's approval is not obtained by **Loan Transfer Approval Deadline**, this Contract will terminate on such deadline. Seller has the Right to Terminate under § 24.1., on or before Closing, in Seller's sole subjective discretion, if Seller is to be released from liability under such existing loan and Buyer does not obtain such compliance as set forth in § 4.6.

6. APPRAISAL PROVISIONS.

6.1. Appraisal Definition. An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth

certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be valued at the Appraised Value.

6.2. Appraised Value. The applicable appraisal provision set forth below applies to the respective loan type set forth in § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.

6.2.1. Conventional/Other. Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal Objection Deadline**:

6.2.1.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

6.2.1.2. Appraisal Objection. Deliver to Seller a written objection accompanied by either a copy of the Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

6.2.1.3. Appraisal Resolution. If an Appraisal Objection is received by Seller, on or before **Appraisal Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the Appraisal Objection before such termination, (i.e., on or before expiration of **Appraisal Resolution Deadline**).

6.3. Lender Property Requirements. If the lender imposes any written requirements, replacements, removals or repairs, including any specified in the Appraisal (Lender Property Requirements) to be made to the Property (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following Seller's receipt of the Lender Property Requirements, or Closing, unless prior to termination: (1) the parties enter into a written agreement to satisfy the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the satisfaction of the Lender Property Requirements is waived in writing by Buyer.

6.4. Cost of Appraisal. Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by ☐ Buyer ☐ Seller. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's agent or all three.

7. OWNERS' ASSOCIATIONS. This Section is applicable if the Property is located within one or more Common Interest Communities and subject to one or more declarations (Association).

7.1. Common Interest Community Disclosure. **THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.**

7.2. Association Documents to Buyer. Seller is obligated to provide to Buyer the Association Documents (defined below), at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the Association Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt of the Association Documents, regardless of who provides such documents.

7.3. Association Documents. Association documents (Association Documents) consist of the following:

7.3.1. All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements, rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5, C.R.S.;

7.3.2. Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings; such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding minutes exist, then the most recent minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and

7.3.3. List of all Association insurance policies as provided in the Association's last Annual Disclosure, including, but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed (Association Insurance Documents);

7.3.4. A list by unit type of the Association's assessments, including both regular and special assessments as disclosed in the Association's last Annual Disclosure;

7.3.5. The Association's most recent financial documents which consist of: (1) the Association's operating budget for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the Association's community association manager or Association will charge in connection with the Closing including, but not limited to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4. and 7.3.5., collectively, Financial Documents);

7.3.6. Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5, C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2. (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common elements or limited common elements of the Association property.

7.4. Conditional on Buyer's Review. Buyer has the right to review the Association Documents. Buyer has the Right to Terminate under § 24.1., on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right to Terminate under this provision, notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).

8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.

8.1. Evidence of Record Title.

☐ **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price, or if this box is checked, ☐ an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing.

☒ **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price. If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.

8.1.3. Owner's Extended Coverage (OEC). The Title Commitment ☒ **Will** ☐ **Will Not** contain Owner's Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by

☒ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other** ^{N/A} _____.
Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under § 8.7. (Right to Object to Title, Resolution).

8.1.4. Title Documents. Title Documents consist of the following: (1) copies of any plats, declarations, covenants, conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title Documents).

8.1.5. Copies of Title Documents. Buyer must receive, on or before **Record Title Deadline**, copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the party or parties obligated to pay for the owner's title insurance policy.

8.1.6. Existing Abstracts of Title. Seller must deliver to Buyer copies of any abstracts of title covering all or any portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

8.2. Record Title. Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's

objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection, pursuant to this § 8.2. (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1. (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.

8.3. Off-Record Title. Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2. (Record Title) and § 13 (Transfer of Title)), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.

8.4. Special Taxing and Metropolitan Districts. Intentionally Deleted.

8.5. Tax Certificate. A tax certificate paid for by ☒ **Seller** ☐ **Buyer**, for the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If the content of the Tax Certificate is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may terminate, on or before **Record Title Objection Deadline**. Should Buyer receive the Tax Certificate after **Record Title Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the content of the Tax Certificate as satisfactory and Buyer waives any Right to Terminate under this provision. If Buyer's loan specified in § 4.5.3. (Loan Limitations) prohibits Buyer from paying for the Tax Certificate, the Tax Certificate will be paid for by Seller.

8.6. Third Party Right to Purchase/Approve. If any third party has a right to purchase the Property (e.g., right of first refusal on the Property, right to purchase the Property under a lease or an option held by a third party to purchase the Property) or a right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the third-party holder of such right exercises its right this Contract will terminate. If the third party's right to purchase is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this Contract has not occurred on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will then terminate. Seller will supply to Buyer, in writing, details of any Third Party Right to Purchase the Property on or before the Record Title Deadline.

8.7. Right to Object to Title, Resolution. Buyer has a right to object or terminate, in Buyer's sole subjective discretion, based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Tax Certificate) and § 13 (Transfer of Title). If Buyer exercises Buyer's rights to object or terminate based on any such title matter, on or before the applicable deadline, Buyer has the following options:

8.7.1. Title Objection, Resolution. If Seller receives Buyer's written notice objecting to any title matter (Notice of Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record Title) the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or

8.7.2. Title Objection, Right to Terminate. Buyer may exercise the Right to Terminate under § 24.1., on or before the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

8.8. Title Advisory. The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations, unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various laws and governmental regulations concerning land use, development and environmental matters.

8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.

8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND RECORDER.

8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.

8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL AND GAS CONSERVATION COMMISSION.

8.8.5. Title Insurance Exclusions. Matters set forth in this Section and others, may be excepted, excluded from, or not covered by the owner's title insurance policy.

8.9. Mineral Rights Review. Buyer has a Right to Terminate if examination of the Mineral Rights is unsatisfactory to Buyer on or before the **Mineral Rights Examination Deadline**.

9. NEW ILC, NEW SURVEY.

9.1. New ILC or New Survey. If the box is checked, (1) ☐ **New Improvement Location Certificate (New ILC)**; or, (2) ☒ **New Survey** in the form of Seller to provide most recent survey of Property. Buyer shall have the right to update the survey if needed ; is required and the following will apply:

9.1.1. Ordering of New ILC or New Survey. ☐ **Seller** ☒ **Buyer** will order the New ILC or New Survey. The New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date after the date of this Contract.

9.1.2. Payment for New ILC or New Survey. The cost of the New ILC or New Survey will be paid, on or before Closing, by: ☐ **Seller** ☒ **Buyer** or:

N / A

9.1.3. Delivery of New ILC or New Survey. Buyer, Seller, the issuer of the Title Commitment (or the provider of the opinion of title if an Abstract of Title) and N/A will receive a New ILC or New Survey on or before **New ILC or New Survey Deadline**.

9.1.4. Certification of New ILC or New Survey. The New ILC or New Survey will be certified by the surveyor to all those who are to receive the New ILC or New Survey.

9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection. Buyer may select a New ILC or New Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New Survey Objection Deadline**. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to Seller incurring any cost for the same.

9.3. New ILC or New Survey Objection. Buyer has the right to review and object based on the New ILC or New Survey. If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3. or § 13:

9.3.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1, that this Contract is terminated; or

9.3.2. New ILC or New Survey Objection. Deliver to Seller a written description of any matter that was to be shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

9.3.3. New ILC or New Survey Resolution. If a **New ILC or New Survey Objection** is received by Seller, on or before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New Survey Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such termination (i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**).

DISCLOSURE, INSPECTION AND DUE DILIGENCE

10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF WATER.

10.1. Seller's Property Disclosure. On or before **Seller's Property Disclosure Deadline**, Seller agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller to Seller's actual knowledge and current as of the date of this Contract.

10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition. Seller must disclose to Buyer any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the Property and Inclusions to Buyer in an "**As Is**" condition, "**Where Is**" and "**With All Faults**."

10.3. Inspection. Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections (by one or more third parties, personally or both) of the Property, Leased Items, and Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased Items, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion, Buyer may:

10.3.1. Inspection Termination. On or before the **Inspection Termination Deadline**, notify Seller in writing, pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition, provided the Buyer did not previously deliver an Inspection Objection. Buyer's Right to Terminate under this provision expires upon delivery of an Inspection Objection to Seller pursuant to § 10.3.2.; or

10.3.2. Inspection Objection. On or before the **Inspection Objection Deadline**, deliver to Seller a written description of any unsatisfactory condition that Buyer requires Seller to correct.

10.3.3. Inspection Resolution. If an Inspection Objection is received by Seller, on or before **Inspection Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**, this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection Objection before such termination (i.e., on or before expiration of **Inspection Resolution Deadline**). Nothing in this provision prohibits the Buyer and the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by executing an Earnest Money Release.

10.4. Damage, Liens and Indemnity. Buyer, except as otherwise provided in this Contract or other written agreement between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and expenses. The provisions of this Section survive the termination of this Contract. This § 10.4. does not apply to items performed pursuant to an Inspection Resolution.

10.5. Insurability. Buyer has the Right to Terminate under § 24.1., on or before **Property Insurance Termination Deadline**, based on any unsatisfactory provision of the availability, terms and conditions and premium for property insurance (Property Insurance) on the Property, in Buyer's sole subjective discretion.

10.6. Due Diligence.

10.6.1. Due Diligence Documents. Seller agrees to deliver copies of the following documents and information pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery Deadline**:

10.6.1.1. Occupancy Agreements. All current leases, including any amendments or other occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):

Lease w/ Advocates for Recovery Colorado, signed 6/28/2023; Lease w/ Christy Weller, signed 9/21/2023; Lease w/ Denise Detrick, signed 11/1/2023; and any other leases in place as of date of contract.

10.6.1.2. Leased Items Documents. If any lease of personal property (§ 2.5.8., Leased Items) will be transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information pertaining to the personal property to Buyer on or before **Due Diligence Documents Delivery Deadline**.

10.6.1.3. Encumbered Inclusions Documents. If any Inclusions owned by Seller are encumbered pursuant to § 2.5.4. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other documents creating the encumbrance to Buyer on or before **Due Diligence Documents Delivery Deadline.**

10.6.1.4. Solar Power Plan. Copy of any Solar Power Plan not included in Leased Items (regardless of its name or title).

10.6.1.5. Septic Use Permit. If required by the local health department or other applicable government entity, on or before the local health department's applicable deadline, Seller must pay for and furnish to Buyer a Septic Use Permit.

10.6.1.6. Other Documents. If the respective box is checked, Seller agrees to additionally deliver copies of the following:

☐ **10.6.1.6.1.** All contracts relating to the operation, maintenance and management of the Property;

☐ **10.6.1.6.2.** Property tax bills for the last ³_____ years;

☐ **10.6.1.6.3.** As-built construction plans to the Property and the tenant improvements, including architectural, electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the extent now available;

☐ **10.6.1.6.4.** A list of all Inclusions to be conveyed to Buyer;

☐ **10.6.1.6.5.** Operating statements for the past ²_____ years;

☐ **10.6.1.6.6.** A rent roll accurate and correct to the date of this Contract;

☐ **10.6.1.6.7.** A schedule of any tenant improvement work Seller is obligated to complete but has not yet completed and capital improvement work either scheduled or in process on the date of this Contract;

☐ **10.6.1.6.8.** All insurance policies pertaining to the Property and copies of any claims which have been made for the past ²_____ years;

☐ **10.6.1.6.9.** Soils reports, surveys and engineering reports or data pertaining to the Property (if not delivered earlier under § 8.3.);

☐ **10.6.1.6.10.** Any and all existing documentation and reports regarding Phase I and II environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;

☐ **10.6.1.6.11.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the Property with said Act;

☐ **10.6.1.6.12.** All permits, licenses and other building or use authorizations issued by any governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and

☐ **10.6.1.6.13.** Other:

N / A

10.6.2. Due Diligence Documents Review and Objection. Buyer has the right to review and object based on the Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline:**

10.6.2.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

10.6.2.2. Due Diligence Documents Objection. Deliver to Seller a written description of any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

10.6.2.3. Due Diligence Documents Resolution. If a Due Diligence Documents Objection is received by Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such termination (i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**).

10.6.2.4. Automatic Due Diligence Extension. If a Due Diligence Document is not delivered on or before the Due Diligence Documents Deadline, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Due Diligence Document. If Buyer's right to review and object to such Due Diligence Document is extended due to such Due Diligence Document not being delivered on or before the Due Diligence Documents Deadline, the Due Diligence Document Resolution Deadline will also be extended to the earlier of Closing or fifteen days after Buyer's receipt of such Due Diligence Document.

10.6.3. Zoning. Buyer has the Right to Terminate under § 24.1., on or before Due Diligence Documents **Objection** Deadline, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over the Property, in Buyer's sole subjective discretion.

10.6.4. Due Diligence – Environmental. Buyer has the right to obtain environmental inspections of the Property including a Phase I Environmental Site Assessment. ☐ **Seller** ☐ **Buyer** will order or provide a current Phase I Environmental Site Assessment (compliant with the most current version of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or N/A, at the expense of ☐ **Seller** ☐ **Buyer** (Environmental Inspection).

If the Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental Inspection Termination Deadline** will be extended by N/A days (Extended Environmental Inspection Termination Deadline) and if such Extended Environmental Inspection Termination Deadline extends beyond the Closing **Date**, the **Closing Date** will be extended a like period of time. In such event, ☐ **Seller** ☐ **Buyer** must pay the cost for such Phase II Environmental Site Assessment.

Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4., Buyer has the Right to Terminate under § 24.1., on or before **Environmental Inspection Termination Deadline**, or if applicable, the Extended Environmental Inspection Termination Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole subjective discretion.

10.6.5. Due Diligence – ADA. Buyer, at Buyer's expense, may also conduct an evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants' business uses of the Property, if any.

Buyer has the Right to Terminate under § 24.1., on or before **ADA Evaluation Termination Deadline**, based on any unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

10.7. Conditional Upon Sale of Property. This Contract is conditional upon the sale and closing of that certain property owned by Buyer and commonly known as N/A. Buyer has the Right to Terminate under § 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this provision.

10.8. Source of Potable Water (Residential Land and Residential Improvements Only). [Intentionally Deleted - See Residential Addendum if applicable]

10.9. Existing Leases; Modification of Existing Leases; New Leases. Seller states that none of the Leases to be assigned to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld or delayed.

10.10. Lead-Based Paint. [Intentionally Deleted - See Residential Addendum if applicable]

10.11. Carbon Monoxide Alarms. [Intentionally Deleted - See Residential Addendum if applicable]

10.12. Methamphetamine Disclosure. [Intentionally Deleted - See Residential Addendum if applicable]

11. TENANT ESTOPPEL STATEMENTS.

11.1. Estoppel Statements Conditions. Buyer has the right to review and object to any Estoppel Statements. Seller must request from all tenants of the Property and if received by Seller, deliver to Buyer on or before **Estoppel Statements Deadline**, statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement) attached to a copy of the Lease stating:

11.1.1. The commencement date of the Lease and scheduled termination date of the Lease;

11.1.2. That said Lease is in full force and effect and that there have been no subsequent modifications or amendments;

11.1.3. The amount of any advance rentals paid, rent concessions given and deposits paid to Seller;

11.1.4. The amount of monthly (or other applicable period) rental paid to Seller;

11.1.5. That there is no default under the terms of said Lease by landlord or occupant; and

11.1.6. That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease demising the premises it describes.

11.2. Seller Estoppel Statement. In the event Seller does not receive from all tenants of the Property a completed signed Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents required in § 11.1. above and deliver the same to Buyer on or before **Estoppel Statements Deadline**.

11.3. Estoppel Statements Termination. Buyer has the Right to Terminate under § 24.1., on or before **Estoppel Statements Termination Deadline**, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if

670 Seller fails to deliver the Estoppel Statements on or before **Estoppel Statements Deadline**. Buyer also has the unilateral right to
 671 waive any unsatisfactory Estoppel Statement.

672 **CLOSING PROVISIONS**

673 **12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.**

674 **12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to enable
 675 the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is
 676 obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a
 677 timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any
 678 additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and
 679 Seller will sign and complete all customary or reasonably required documents at or before Closing.

680 **12.2. Closing Instructions.** Colorado Real Estate Commission's Closing Instructions ☐ **Are** ☒ **Are Not** executed with
 681 this Contract.

682 **12.3. Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as
 683 the **Closing Date** or by mutual agreement at an earlier date. At Closing, Seller must provide Buyer with the ability to access the
 684 Property (e.g. keys, access code, garage door opener). The hour and place of Closing will be as designated by
 685 June 23, 2025, unless mutually agreed otherwise by the parties.

686 **12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality and extent of service vary between
 687 different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

688 **12.5. Assignment of Leases.** Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer
 689 must assume Seller's obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such
 690 leases for the Leased Items accepted by Buyer pursuant to § 2.5.8. (Leased Items).

691 **13. TRANSFER OF TITLE.** Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender
 692 of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing: ☒
 693 special warranty deed ☐ general warranty deed ☐ bargain and sale deed ☐ quit claim deed ☐ personal representative's deed
 694 ☐ N/A deed. Seller, provided another deed is not selected, must execute and deliver a good and
 695 sufficient special warranty deed to Buyer, at Closing.

696 Unless otherwise specified in § 30 (Additional Provisions), if title will be conveyed using a special warranty deed or a general
 697 warranty deed, title will be conveyed "subject to statutory exceptions" as defined in §38-30-113(5)(a), C.R.S.

698 **14. PAYMENT OF LIENS AND ENCUMBRANCES.** Unless agreed to by Buyer in writing, any amounts owed on any liens
 699 or encumbrances securing a monetary sum against the Property and Inclusions, including any governmental liens for special
 700 improvements installed as of the date of Buyer's signature hereon, whether assessed or not, and previous years' taxes, will be paid
 701 at or before Closing by Seller from the proceeds of this transaction or from any other source.

702 **15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND**
 703 **WITHHOLDING.**

704 **15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required
 705 to be paid at Closing, except as otherwise provided herein.

706 **15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by ☒ **Buyer** ☐ **Seller**
 707 ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other** N/A.

708 **15.3. Association Fees and Required Disbursements.** At least fourteen days prior to **Closing Date**, Seller agrees to
 709 promptly request that the Closing Company or the Association deliver to Buyer a current Status Letter, if applicable. Any fees
 710 associated with or specified in the Status Letter will be paid as follows:

711 **15.3.1. Status Letter Fee.** Any fee incident to the issuance of Association's Status Letter must be paid by Seller.

712 **15.3.2. Record Change Fee.** Any Record Change Fee must be paid by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer**
 713 **and One-Half by Seller** ☒ **N/A.**

714 **15.3.3. Reserves or Working Capital.** Unless agreed to otherwise, all reserves or working capital due (or other
 715 similar cost not addressed in § 16.2. (Association Assessments)) at Closing must be paid by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by**
 716 **Buyer and One-Half by Seller** ☒ **N/A.**

717 **15.3.4. Other Fees.** Any other fee listed in the Status Letter as required to be paid at Closing will be paid by ☐
 718 **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☒ **N/A.**

719 **15.4. Local Transfer Tax.** Any Local Transfer Tax must be paid at Closing by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by**
 720 **Buyer and One-Half by Seller** ☒ **N/A.**

721 **15.5. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be paid when due by
 722 ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☒ **N/A.**

15.6. Private Transfer Fee. Any private transfer fees and other fees due to a transfer of the Property, payable at Closing, such as community association fees, developer fees and foundation fees, must be paid at Closing by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

15.7. Water Transfer Fees. Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed \$ _____ for:

☐ Water District/Municipality ☐ Water Stock
☐ Augmentation Membership ☐ Small Domestic Water Company ☒ N/A
 and must be paid at Closing by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

15.8. Utility Transfer Fees. Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be paid by ☒ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

15.9. FIRPTA and Colorado Withholding.

15.9.1. FIRPTA. The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller ☐ IS a foreign person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

15.9.2. Colorado Withholding. The Colorado Department of Revenue may require a portion of the Seller's proceeds be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

16. PRORATIONS AND ASSOCIATION ASSESSMENTS.

16.1. Prorations. The following will be prorated to the **Closing Date**, except as otherwise provided:

16.1.1. Taxes. Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the year of Closing, based on ☐ Taxes for the Calendar Year Immediately Preceding Closing ☒ Most Recent Mill Levy and Most Recent Assessed Valuation, adjusted by any applicable qualifying seniors property tax exemption, qualifying disabled veteran exemption or ☐ Other N/A _____.

16.1.2. Rents. Rents based on ☒ Rents Actually Received ☐ Accrued. At Closing, Seller will transfer or credit to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in writing of such transfer and of the transferee's name and address.

16.1.3. Other Prorations. Water and sewer charges, propane, interest on continuing loan and N/A _____.

16.1.4. Final Settlement. Unless otherwise specified in Additional Provisions, these prorations are final.

16.2. Association Assessments. Current regular Association assessments and dues (Association Assessments) paid in advance will be credited to Seller at Closing. All Association Assessments accrued before Closing must be paid by Seller and all Association Assessments accrued after Closing must be paid by Buyer. Cash reserves held out of the regular Association Assessments for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Any special assessment assessed prior to **Closing Date** by the Association will be the obligation of ☒ Buyer ☐ Seller. Except however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller unless otherwise specified in Additional Provisions. Seller represents there are no unpaid regular or special assessments against the Property except the current regular assessments and N/A _____. Association Assessments are subject to change as provided in the Governing Documents.

17. POSSESSION. Possession of the Property and Inclusions will be delivered to Buyer on **Possession Date** at **Possession Time**, subject to the Leases as set forth in § 10.6.1.1.

If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of \$ ^{1,000} _____ per day (or any part of a day notwithstanding § 3.3., Day) from **Possession Date** and **Possession Time** until possession is delivered. Additionally, Buyer may pursue a claim against Seller for any of Buyer's actual additional damages incurred by Buyer in excess of such amount.

GENERAL PROVISIONS

18. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND WALK-THROUGH. Except as otherwise provided in this Contract, the Property and Inclusions will be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.

18.1. Causes of Loss, Insurance. In the event the Property or Inclusions are damaged by fire, other perils or causes of loss prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

18.2. Damage, Inclusions and Services. Should any Inclusion or service (including utilities and communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive Closing.

18.3. Condemnation. In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, based on such condemnation action, in Buyer's sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or Inclusions, but such credit will not include relocation benefits or expenses or exceed the Purchase Price.

18.4. Walk-Through and Verification of Condition. Buyer, upon reasonable notice, has the right to walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

19. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this Contract, Buyer and Seller acknowledge that their respective broker has advised that this Contract has important legal consequences and has recommended: (1) legal examination of title; (2) consultation with legal and tax or other counsel before signing this Contract as this Contract may have important legal and tax implications; (3) to consult with their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded in the sale; and (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be engaged and consulted. Such consultations must be done timely as this Contract has strict time limits, including deadlines, that must be complied with.

20. TIME OF ESSENCE, DEFAULT AND REMEDIES. Time is of the essence for all dates and deadlines in this Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party has the following remedies:

20.1. If Buyer is in Default:

☐ **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the parties agree the amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

20.1.2. Liquidated Damages, Applicable. This § 20.1.2. applies unless the box in § 20.1.1. is checked. Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money amount specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

20.2. If Seller is in Default:

833 **20.2.1. Specific Performance, Damages or Both.** Buyer may elect to treat this Contract as canceled, in which case
 834 all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper.
 835 Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after
 836 Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance
 837 or damages, or both.

838 **20.2.2. Seller's Failure to Perform.** In the event Seller fails to perform Seller's obligations under this Contract, to
 839 include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or
 840 repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such
 841 failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this
 842 Contract are reserved and survive Closing.

843 **21. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event of any arbitration
 844 or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all
 845 reasonable costs and expenses, including attorney fees, legal fees and expenses.

846 **22. MEDIATION.** If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties
 847 must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps
 848 to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is
 849 binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator
 850 and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire
 851 dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that
 852 party's last known address (physical or electronic as provided in § 26). Nothing in this Section prohibits either party from filing a
 853 lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This
 854 Section will not alter any date in this Contract, unless otherwise agreed.

855 **23. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must release the Earnest
 856 Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding
 857 the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective
 858 discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest
 859 Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and
 860 legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of
 861 the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one
 862 hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest
 863 Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpleaded the monies at the time
 864 of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the
 865 obligation of § 22 (Mediation). This Section will survive cancellation or termination of this Contract.

866 **24. TERMINATION.**

867 **24.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the
 868 termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written
 869 notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or
 870 before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory
 871 and waives the Right to Terminate under such provision. Any Notice to Terminate delivered after the applicable deadline specified
 872 in the Contract is ineffective and does not terminate this Contract.

873 **24.2. Effect of Termination.** In the event this Contract is terminated, all Earnest Money received hereunder must be timely
 874 returned to Buyer and the parties are then relieved of all obligations hereunder, subject to §§ 10.4. and 21.

875 **25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and specified
 876 addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining
 877 thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms
 878 of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or
 879 obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same.
 880 Any successor to a party receives the predecessor's benefits and obligations of this Contract.

881 **26. NOTICE, DELIVERY AND CHOICE OF LAW.**

882 **26.1. Physical Delivery and Notice.** Any document or notice to Buyer or Seller must be in writing, except as provided in
 883 § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or
 884 notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing
 885 must be received by the party, not Broker or Brokerage Firm).

26.2. Electronic Notice. As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or N/A.

26.3. Electronic Delivery. Electronic Delivery of documents and notice may be delivered by: (1) email at the email address of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

26.4. Choice of Law. This Contract and all disputes arising hereunder are governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property located in Colorado.

27. NOTICE OF ACCEPTANCE, COUNTERPARTS. This proposal will expire unless accepted in writing, by Buyer and Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 26 on or before **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between Seller and Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such copies taken together are deemed to be a full and complete contract between the parties.

28. GOOD FAITH. Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations; Title Insurance, Record Title and Off-Record Title; New ILC, New Survey; and Property Disclosure, Inspection, Indemnity, Insurability and Due Diligence.**

29. BUYER'S BROKERAGE FIRM COMPENSATION. Buyer's brokerage firm's compensation will be paid, at Closing, as follows:

☐ **29.1.** N/A % of the Purchase Price or \$ N/A by Seller. Buyer's brokerage firm is an intended third-party beneficiary under this provision only. The amount paid by Seller under this provision is in addition to any other amounts Seller is paying on behalf of Buyer elsewhere in this Contract.

☐ **29.2.** N/A % of the Purchase Price or \$ N/A by Buyer pursuant to a separate agreement between Buyer and Buyer's brokerage firm. This amount may be modified between Buyer and Buyer's brokerage firm outside of this Contract.

☐ **29.3.** N/A % of the Purchase Price or \$ N/A by a separate agreement between Buyer's brokerage firm and Seller's brokerage firm.

ADDITIONAL PROVISIONS AND ATTACHMENTS

30. ADDITIONAL PROVISIONS. (The following additional provisions have not been approved by the Colorado Real Estate Commission.)

With respect to past due and current property taxes, the purchase by Buyer is conditioned upon: (1) Seller paying to the title company at closing sufficient funds to cover the 2024 past due property taxes and the 2025 prorated property taxes, including any interest and fees due; and (2) the City of Boulder paying to the title company at closing sufficient funds to cover the 2023 past due property taxes, including any interest and fees due.

This contract is specifically conditioned, for the benefit of Buyer, upon approval or ratification of this Contract by the Board of County Commissioners of Boulder County on or before June 30, 2025. In the event that the Board does not approve or ratify this Contract, Buyer shall have the right to terminate this Contract.

31. OTHER DOCUMENTS.

31.1. Documents Part of Contract. The following documents **are a part** of this Contract:
 Estoppel statements from current lessees.

31.2. Documents Not Part of Contract. The following documents have been provided but are **not** a part of this Contract:
 N / A

936

SIGNATURES

937

Buyer's Name: _____ Buyer's Name: _____

Buyer's Signature	Date	Buyer's Signature	Date
Address:	_____	Address:	_____
Phone No.:	_____	Phone No.:	_____
Fax No.:	_____	Fax No.:	_____
Email Address:	_____	Email Address:	_____

938 [NOTE: If this offer is being countered or rejected, do not sign this document.]

Seller's Name: _____ Seller's Name: _____

Seller's Signature	Date	Seller's Signature	Date
Address:	_____	Address:	_____
Phone No.:	_____	Phone No.:	_____
Fax No.:	_____	Fax No.:	_____
Email Address:	_____	Email Address:	_____

939

940 END OF CONTRACT TO BUY AND SELL REAL ESTATE

BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

A. Broker Working With Buyer

Broker ☐ Does ☐ Does Not acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Buyer as a ☐ Buyer's Agent ☐ Transaction-Broker in this transaction.

☐ Customer. Broker has no brokerage relationship with Buyer. See § B for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid as specified in §29 above.

This Broker's Acknowledgments and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name:	N / A
Brokerage Firm's License #:	N / A
Broker's Name:	N / A

Broker's License #:	N / A
Broker's Signature	Date
Address:	N / A
	N / A
Phone No.:	N / A
Fax No.:	N / A
Email Address:	N / A

B. Broker Working with Seller

Broker ☐ **Does** ☐ **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Seller as a ☐ **Seller's Agent** ☐ **Transaction-Broker** in this transaction.

☐ **Customer.** Broker has no brokerage relationship with Seller. See § A for Broker's brokerage relationship with Buyer.

Brokerage Firm's compensation or commission is to be paid by ☐ **Seller** ☐ **Buyer** ☐ **Other** N / A.

This Broker's Acknowledgments and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any agreement to pay compensation must be entered into separately and apart from this provision.

Brokerage Firm's Name:	N / A
Brokerage Firm's License #:	N / A
Broker's Name:	N / A
Broker's License #:	N / A
Broker's Signature	Date
Address:	N / A
Phone No.:	N / A
Fax No.:	N / A
Email Address:	N / A

941

Certificate Of Completion

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Other

Department/Office: Community Services

Source Envelope:

Document Pages: 31

Signatures: 0

Envelope Originator:

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Robin Bohannon

rbohannon@bouldercounty.gov

Director, Community Services

Boulder County Community Services

Security Level: Email, Account Authentication
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Matthew Ramos

38095@bouldercounty.org

Clerk to the Board

Boulder County

Security Level: Email, Account Authentication
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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:

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.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>VIEWED</div> Using IP Address: 161.97.235.7	Sent: 6/12/2025 12:00:48 PM Viewed: 6/12/2025 12:02:28 PM
Carbon Copy Events	Status	Timestamp
Jim Adams-Berger jadams-berger@bouldercounty.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Ryan Malarky rmalarky@bouldercounty.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps



Colorado Opioid Abatement Council (COAC) Infrastructure Evaluation Committee

To: Prospective Awardees of the Colorado Opioid Abatement Council
RE: Award Memorandum (5.14.2025) | COAC Round 3 Infrastructure Funding Opportunity
From: Colorado Opioid Abatement Council (correspondence via coac@coag.gov)

On May 14, 2025, the Colorado Opioid Abatement Council (COAC) voted to award \$5 million in Round 3 Infrastructure Share funding to 12 Awardees across the state of Colorado. Among the approved projects, the COAC voted to award \$500,000.00* in funding to Boulder County Regional Opioid Council, Broomfield County (Opioid Abatement Region 7), and Clinica Family Health and Wellness to support the project titled “On-ramp to Resilience Project.”

**Acceptance of funds indicates acceptance of the terms and conditions in this Award Letter and the approved Budget and Workplan. See Appendix A for a Glossary of Terms.*

Background on the Infrastructure Funding Opportunity

To assist in awarding Infrastructure Share funding, COAC assembled an Infrastructure Evaluation Committee, with administrative support from the Opioid Response Unit, to develop, solicit, review, and recommend applications for funding. The Round 3 Evaluation Committee, which represented 5 different opioid abatement regions of the state, was comprised of COAC members, community leaders, public officials, voices of lived experience, and a variety of subject matter experts.

46 eligible applications were received, totaling \$21 million in requested funds, and representing 90% of the opioid abatement regions of the state. The COAC voted to award 12 proposals, totaling \$5 million, for Infrastructure Share funding. 50% of the projects will serve rural regions and, in total, the Round 3 Awards will directly impact 13 of the 19 opioid abatement regions of the state.

Receipt of Award

Per the terms of the MOU, funds may only be transferred to appropriate state agencies, Regional Fiscal Agents (Fiscal Agent), or Participating Local Governments. Infrastructure Share funds may be held by either the State or third-party entities, often referred to as National Administrators, to be disbursed directly as a one-time, lump-sum transfer. After Awardees accept the terms of this Award Letter, the Administrator will gather additional financial information (if necessary) and notify the National Administrator to release funds. Round 3 Awards are expected to be disbursed Summer of 2025.

Note: Infrastructure Share funds cannot be used for expenses incurred by the Awardee prior to the issuance and acceptance of this Award Letter.

Budget Period

Awards must be spent within two years of the Award Date. Any use of funds beyond two years must be reviewed and approved by the COAC. The Administrator will encourage Awardees to follow a customized spending plan and commit to spending a certain percentage of funds by certain periods in the Award Cycle. Each Awardee’s spending plan will be unique. However, at a minimum, Awardees will be encouraged to align their spending plan with the following benchmarks:

- By month 6 of the Award Cycle, at least **25%** of the Award should be spent.
- By month 12 of the Award Cycle, at least **50%** of the Award should be spent.
- By month 18 of the Award Cycle, at least **75%** of the Award should be spent.
- By month 24 of the Award Cycle, **100%** of the Award should be spent.

In the spirit of ensuring funds are expended in a timely manner, a request to extend the Award Cycle shall be a discouraged practice for Awardees. However, if an Awardee is unable to reach the benchmarks described above or is at risk of spending funds unsustainably, it may be necessary to extend the Award Cycle. Please contact coac@coag.gov for questions related to Award Cycle extension.

Reporting Requirements

Awardees will be required to submit 2-3 annual Expenditure Reports, 7 quarterly progress reports, and 1 final report. All reports should align with the Awardee's approved Budget and Workplan. Unless otherwise notified by the COAC, Awardees are required to submit all of these reports, even if the Awardee expends their funds prior to the end of the Award Cycle. The COAC reserves the right to request audited profit and loss statements or additional financial documents at no additional cost to the COAC.

Expenditure Reports: Awardees are required to submit annual Expenditure Reports, using a format determined by COAC. On an annual basis, the COAC will publish (on the publicly available dashboard) all expenditure data from these Awards. The COAC may request additional information or virtual meetings as necessary to assist in reporting. Awardees are subject to any accounting as required by the COAC. A lack of response to such requests may be grounds for remedial action. The Awardee will be expected to comply with the terms of their approved Budget and Workplan.

Quarterly Progress Reports: Quarterly progress reports will be due to the COAC, using a format determined by the COAC, which may request additional information or virtual meetings as necessary to assist in reporting. A lack of response to such requests may be grounds for remedial action. The Awardee will be expected to comply with the terms of their approved Budget and Workplan. In quarterly progress reports, Awardees will be asked to provide a progress update on the Indicators listed in their application. If an Awardee wishes to make changes to the indicators listed in their application, please promptly notify the Administrator at coac@coag.gov. The precise schedule of quarterly progress reports will be determined and communicated to Awardees after funds have been received by all Awardees.

Final Report: In the final quarter of the Award Cycle, Awardees must submit one final report, using a template determined by COAC. The COAC reserves the right to request additional information, beyond the prompts contained in the template, including any necessary information to close out the Award.

Awardee Learning Forums

At least one representative from the Awardee's organization must attend quarterly (virtual) Awardee Learning Forums. Hosted by administrative staff at the Colorado Department of Law, these forums will cover a variety of relevant topics, including technical assistance, quarterly reporting, expenditure reporting, resource-sharing, Award management, and stories of success. Awardees will have the opportunity to raise questions, discuss challenges, receive support from Department of Law staff, and network with other Infrastructure and State Share recipients.

Please see below for the schedule of 2025-2026 Awardee Learning Forums:

- July 14, 2025, at 10:00AM
- October 14, 2025, at 1:00PM

- January 7, 2026, at 1:00PM
- April 8, 2026, at 1:00PM
- July 8, 2026, at 1:00PM
- October 7, 2026, at 1:00PM

Colorado Opioid Abatement Conference

Awardees are required to send at least one representative to attend the annual Colorado Opioid Abatement Conference. This Conference is held in-person and is a valuable opportunity to receive technical assistance, learn about statewide efforts to combat the opioid crisis, and participate in a community of practice with other funding recipients. Awardees may utilize funding from this Award to cover travel expenses for staff to attend the Conference. If your current Budget and Workplan does not include conference expenses, you may contact the Administrator at coac@coag.gov to request a budget amendment.

Budget Amendments

If an Awardee wishes to amend their Budget or Workplan at any point during the Award Cycle, a Budget and Workplan amendment must be submitted to coac@coag.gov. The updated amendment form will be made available to Awardees upon request. On behalf of COAC, DOL staff will review the requested amendment to ensure alignment with the terms of the original Award Letter, Approved Uses, and to prevent supplanting of funds. In the review process, DOL staff may request additional information to verify these components.

Interest

On December 18, 2024, the COAC issued its conclusion that, under the Colorado MOU and the national opioid settlement agreements, interest earned on Opioid Settlement Funds is considered “Opioid Funds” under the Colorado MOU. All Opioid Funds, including earned interest, must be used for opioid abatement Approved Purposes, found in [Exhibit E](#). All parties are expected to report on any earned interest and shall provide an explanation as to any expenditures of earned interest in the annual expenditure report.

Capital Assets

Consistent with the guidance of COAC and parameters of the MOU, Opioid Funds may be used to finance the purchase or renovation of capital assets so long as the assets are used for opioid abatement Approved Uses as described in [Exhibit E](#). Any capital asset financed with Opioid Settlement Funds shall be used for Approved Uses for seven (7) years from the Award Date. Awardees shall provide an annual report in a format determined by the COAC to the COAC regarding the status of the capital asset throughout the five-year period after the conclusion of the 2-year Award Cycle. If a capital asset is sold or is otherwise no longer used for Approved Uses within the seven-year window, the COAC may take remedial action per the COAC Remedial Procedures. The COAC recommends that capital assets financed with opioid settlement funds be used for Approved Uses for their asset life cycle beyond the seven-year monitoring period.

Remedial Procedures

Any remedial action taken against Awardees that misuse funds from the Infrastructure Share shall be in accordance with the [COAC Remedial Procedures – Statewide Infrastructure Funds](#). Please contact coac@coag.gov for further questions, or to request a PDF version of the COAC Remedial Procedures.

As the designated administrative support for the Colorado Opioid Abatement Council, the Opioid Response Unit

developed this document. Please email coac@coag.gov with questions regarding these materials and requirements.

Appendix A: Glossary of Terms

Term	Definition
Administrative Costs	Expenses associated with overseeing and administering Opioid Funds (including but not limited to legal expenses, procurement/contract administration, fiscal accounting/reporting, etc.). Administrative costs shall not exceed 10% of actual costs expended by the recipient or 10% of the amount received, whichever is less.
Approved Uses	<p>Approved Uses are forward-looking strategies, programming, and services to abate the opioid epidemic as identified in Exhibit E, Schedule B of the national opioid Settlements.</p> <p>Consistent with the terms of any Settlement, “Approved Uses” shall also include the reasonable administrative costs associated with overseeing and administering Opioid Funds.</p>
Awardee(s)	The entity or entities approved by COAC to receive Infrastructure Share funding.
Award Cycle	The 24-month period within which an Awardee must expend their funding. The Award Cycle will expire 24-months after the Award Date, unless otherwise determined by COAC.
Award Date	The date upon which the Award Letter is issued. Award Letters will be sent from coac@coag.gov to the prospective Awardees.
Award Letter	<p>The official letter sent from coac@coag.gov to Awardees detailing the terms of the award. The Award Letter will be generated after COAC has made its final determinations.</p> <p><i>Please note: Expenses incurred by the Awardee prior to the issuance of the Award Letter cannot be claimed under the terms of the award.</i></p>
Budget and Workplan	<p>The Budget and Workplan (available as a template on the COAC webpage) provides a comprehensive summary of an Applicant’s budget proposal, as well as their program/project goals, activities, deliverables, and data indicators/outcomes.</p> <p><i>Please note: The Budget and Workplan are housed within the same Excel document but separated by two distinct tabs.</i></p>
Colorado Opioid Settlement Memorandum of Understanding (MOU)	The Colorado Opioid Settlement Memorandum of Understanding (MOU) establishes the framework for distribution and oversight of Opioid Funds.
Colorado Opioid Abatement Council (COAC)	<p>The Colorado Opioid Abatement Council was created to ensure that the distribution of Opioid Funds complies with the terms of the MOU and of any Settlement, and to provide oversight and an accounting of all Opioid Funds in accordance with the terms of the MOU. The Council is responsible for oversight of Opioid Funds from the Regional Share, and for developing processes and procedures for the distribution and oversight of Opioid Funds from the Statewide Infrastructure Share, all in accordance with the terms of the MOU.</p> <p>The Council is made up of 13 members, 6 voting members appointed by local government representatives, 6 voting members appointed by the state, and a chair who may only vote in the event of a tie.</p>

COAC Remedial Procedures – Statewide Infrastructure Funds	Procedures adopted by the COAC to remediate any misuse of Opioid Funds from the Statewide Infrastructure Share. Available at https://coag.gov/app/uploads/2023/04/COAC-Infrastructure-Share-Remedial-Procedures-10.17.22-Adopted-11.10.22.pdf
Colorado Department of Law (DOL)	The Colorado Department of Law, also known as the Colorado Attorney General’s Office, provides administrative support to the Colorado Opioid Abatement Council (COAC), including administration of Infrastructure Share funding opportunities.
Expenditure Reports	According to Section (G)(5) of the MOU: “On an annual basis, as determined by the [COAC], any Party or Regional Council that receives funds from the Statewide Infrastructure Share shall provide all expenditure data, including administrative costs, related to any Opioid Funds it received from the Statewide Infrastructure Share and subject itself to an accounting as required by the Abatement Council. The Abatement Council shall publish all expenditure data from the Statewide Infrastructure Share in accordance with Section (C)(4)(c)(i). The Abatement Council may require the Parties or Regional Councils that receive funds from the Statewide Infrastructure Share to provide additional outcome related data in accordance with Section (C)(4)(c)(ii) and the Parties or Regional Councils shall comply with such requirements.”
Fiscal Agent	Per the terms of the MOU, each Regional Opioid Abatement Council must have a Fiscal Agent that is either a county or municipal government. For the purposes of the Infrastructure Share, ROACs may only receive funding via their designated Fiscal Agent.
Fiscal Contact	The individual primarily responsible for financial management of the award, including submission of annual expenditure reporting. The Awardee is responsible for promptly notifying the DOL should there be a change in Fiscal Contact.
Implementing Organizations	Entities other than the Applicant that are either supporting or part of a collaborative application. Nongovernmental entities, such as non-profit organizations, may be part of the collaborative partnership proposed in the application, so long as the primary Applicant is considered eligible to apply.
Indicators	Developed by the Johns Hopkins Bloomberg School of Public Health, these data Indicators (available in Appendix B) are measurement tools used to determine if a project/program is working as expected and achieving its intended outcomes.
National Administrators	Refers to the various third-party entities responsible for the direct disbursement of national opioid Settlement funds.
Opioid Settlement Funds (Opioid Funds)	Opioid Funds shall mean damage awards obtained through a Settlement.
Participating Local Governments (PLGs)	“[A]ll Local Governments that sign[ed the] MOU, and if required under terms of a particular Settlement, who have executed a release of claims with the Opioid Settlement Defendant(s)” [Section (A)(9) of the MOU]
Primary Contact	The individual primarily responsible for oversight of the program/project proposed in the application.

Regional Opioid Abatement Councils (ROACs)	The Regional Opioid Abatement Councils (ROACs) were formed by county and municipality governments to create a governing body to manage Opioid Funds at a regional level. There are 19 Regions in Colorado, each governed by its respective ROAC. Each Region may draft its own intra-regional agreements, bylaws, or other governing documents to determine how the ROAC will operate. All voting members of ROACs are either elected officials or employees of local governments.
Settlement	"[T]he negotiated resolution of legal or equitable claims against an Opioid Settling Defendant when that resolution has been jointly entered into by the State and the Participating Local Governments, or by any individual Party or collection of Parties that opt to subject their Settlement to this MOU. Unless otherwise directed by an order from a United States Bankruptcy Court, 'Settlement' shall also include distributions from any liquidation under Chapter 7 of the United States Bankruptcy Code or confirmed plan under Chapter 11 of the United States Bankruptcy Code that treats the claims of the State and Local Governments against an Opioid Settling Defendant." [Section (A)(13) of the MOU]



Section IV: Budget Template

Colorado Opioid Abatement Council
Round 3 Infrastructure Share Funding Opportunity (2024-25)

Name of Project/Program	On-ramp to Resilience Project	Principal Representative [Listed on Application] Name, Title, Phone and Email	Kelly Veit, Manager of Strategic Implementation, kveit@bouldercounty.gov
Name of Applicant (Organization)	Opioid Settlement Region 6, Boulder County	Primary Contact [Listed on Application] Name, Title, Phone and Email	Kelly Veit, Manager of Strategic Implementation, kveit@bouldercounty.gov
Applicant Type (Drop Down List)	Regional Opioid Abatement Council (ROAC)	Fiscal Contact [Listed on Application] Name, Title, Phone and Email	Emily McCluskey, Grants Specialist, emccluskey@bouldercounty.gov
Additional Implementing Organizations [If included in Application]	Opioid Settlement Region 7, Broomfield County Clinica Family Health and Wellness		

Instructions for Budget

List each planned expenditure	Select from the 6 official Budget Categories (see Tab 4 for more info): (1) Personnel services, (2) Contractual, (3) Materials & supplies, (4) Equipment, (5) Capital/construction, or (6) Administrative	Please select an Approved Use (Section and Sub-Section) for each budgeted item. All budgeted items must align with the list of Approved Uses (known as Exhibit E). To see the complete list of Approved Uses, please see Tab #3 of this Excel or visit https://coag.gov/app/uploads/2024/07/Exhibit-E-Schedule-B-Approved-Uses.pdf		Provide a description of how the budget line item will be purchased/sourced.	Provide a narrative description of the expenditure (if the budgeted item involves the purchase of materials/supplies, please provide an estimated quantity)	Estimated dollar amount
Budget Item	Budget Category (Drop Down List)	Approved Uses Section (Drop Down List) See Tab 3 for complete list of Approved Uses	Approved Uses Sub-Section (Drop Down List) See Tab 3 for complete list of Approved Uses	Vendor, Source, or Procurement Process (Optional)	Description of Item (See Tab 4 for further instructions based on the "Budget Category" selected)	Dollar Amount Requested
Remodel of clinical offices wing	Capital/Construction	A. Treat Opioid Use Disorder	Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment ("MAT") approved by the U.S. Food and Drug Administration.		Remodeling current area into SUD and behavioral health clinical offices, including for SUD IOP, MAT services, clinical assessment, individual and group therapeutic interventions, etc.	\$ 115,000.00
Remodel of centralized psychiatric nursing station	Capital/Construction	A. Treat Opioid Use Disorder	Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment ("MAT") approved by the		Remodeling current area into specialized psychiatric nursing station to facilitate safe and effective MAT services.	\$ 12,000.00
Remodel of bathrooms	Capital/Construction	A. Treat Opioid Use Disorder	Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment ("MAT") approved by the U.S. Food and Drug Administration.		The building space is being renovated from a former assisted living facility into behavioral health clinical care, thus removal of several bathrooms and conversion to other uses is necessary (e.g., group rooms, offices).	\$ 75,000.00
General remodel activities (e.g., demolition, electrical, plumbing, permitting)	Capital/Construction	A. Treat Opioid Use Disorder	Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment ("MAT") approved by the		Remodel of the space to facilitate service delivery in alignment with project goals and activities, and Exhibit E Approved Uses.	\$ 216,000.00
Remodel finishing activities (e.g., flooring, paint)	Capital/Construction	A. Treat Opioid Use Disorder	Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment ("MAT") approved by the U.S. Food and Drug Administration.		Remodel of the space to facilitate service delivery in alignment with project goals and activities, and Exhibit E Approved Uses.	\$ 57,000.00
SHIE	Personnel Services	C. Connect People Who Need Help To The Help They Need Connections To Care	Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.		Building interoperability between two platforms to ensure that the client's wrap-around service needs are met	\$ 25,000.00

TOTAL AMOUNT REQUESTED						\$ 500,000.00
Non-Required Budget Supplemental Question						
Q1: Is there additional information the COAC should consider when reviewing this budget? If yes, please detail below.						



Section IV: Workplan Template

Colorado Opioid Abatement Council
Round 3 Infrastructure Funding Opportunity (2024-25)

Instructions for Workplan

- 1) Select 3 high-level Goals for the project/program (some examples may include "Expand behavioral health services to 3 new counties" or "Establish a new facility" or "Expand access to opioid antagonists among high-risk populations")
- 2) For each Goal, list 1-5 Activities (some examples may include "Host quarterly calls with governmental partners" or "Expand staffing within the new facility" or "Stock naloxone kits in mobile kiosks")
- 3) For each Activity, identify the individual and/or organization responsible for completing the activity (this may be the primary Applicant, one of the implementing organizations, or one of the sub-contractors)
- 4) For each Activity, identify an Estimated Date of Completion (this must fall within 24 months of the Award Date; Round 3 Infrastructure Awards are estimated to be distributed in Summer/Fall of 2025)
- 5) For each Activity, include a Deliverable (some examples may include "Sign an intergovernmental agreement" or "hire 2 full-time staff members" or "Distribute 2000 naloxone kits")

Goals and Activities should be SMART: Specific, Measurable, Achievable, Realistic, and Timely.*

*Applicants are encouraged to choose Goals and Activities that closely align with their submitted Application. Applicants are also encouraged to reflect on the Approved Uses (see tab 3 of this Excel sheet) when developing these Goals/Activities.

Goal # 1:	Establish a new facility to increase access to a full spectrum of SUD services for vulnerable populations across 2 counties (e.g., co-occurring SUD and MH challenges, poverty and low income, housing insecurity, BIPOC, LGBTQIA+), creating a dignified space where community members want to engage in services and reducing stigma associated with behavioral health services.
Goal # 2:	Provide co-located, coordinated services at the renovated facility to approximately 650 individuals. Services will include acute, outpatient, intensive outpatient, MAT, and SUD residential programming for community members experiencing substance use disorders and those with co-occurring mental health challenges, in alignment with Exhibit E Approved Uses Section A and Core Strategy B ("MAT distribution and other opioid-related treatment").
Goal # 3:	Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

Goal #1	Establish a new facility to increase access to a full spectrum of SUD services for vulnerable populations across 2 counties (e.g., co-occurring SUD and MH challenges, poverty and low income, housing insecurity, BIPOC, LGBTQIA+), creating a dignified space where community members want to engage in services and reducing stigma associated with behavioral health services.			
Activities (Planned activities to accomplish the Goal)		Individual and/or Organization Responsible for Completion	Estimated Date of Completion	Deliverables [Description of what will be accomplished]
1	Remodel to create a trauma-informed space that is welcoming and facilitates improved privacy and confidentiality for clients.	Clinica Family Health & Wellness	March 31, 2026	Contractor selected, subcontractor bids received and approved (e.g., electrical, plumbing, flooring, etc.), and remodel work completed
2	Complete staff move-in, with a staffing model that facilitates co-location of services along the full spectrum of care, including initial acute services all the way to residential treatment.	Clinica Family Health & Wellness	April 1, 2026	Complete transition plan for moving services from existing sites to newly-remodeled site, execute move, provide staff with on-site orientation and training (e.g., training on updated site-specific disaster response plan, where emergency equipment is stored, etc.)
3	Conduct outreach and community partner education, including attending community events with information about the co-located services available onsite.	Clinica Family Health & Wellness, Boulder County, Broomfield County	April 1, 2026	Outreach events and activities are completed, such as announcements of services in Boulder and Broomfield local publications, social media outreach, announcements at community stakeholder meetings, attendance at local events and health fairs, and others as identified. Complete client and partner communications to notify of relevant service location changes, provide clients with orientation to the site where relevant (e.g., where to check in for appointments, local bus route information, etc.).
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5				

Goal #2	Provide co-located, coordinated services at the renovated facility to approximately 650 individuals. Services will include acute, outpatient, intensive outpatient, MAT, and SUD residential programming for community members experiencing substance use disorders and those with co-occurring mental health challenges, in alignment with Exhibit E Approved Uses Section A and Core Strategy B ("MAT distribution and other opioid-related treatment").			
Activities (Planned activities to accomplish the Goal)		Individual and/or Organization Responsible for Completion	Estimated Date of Completion	Deliverables [Description of what will be accomplished]

1	Implement on-site service delivery of MAT, Outpatient, SUD IOP, Crisis, withdrawal management, and SUD residential services. This activity directly supports Exhibit E Approved Use Numbers A 0-2 and A 6-8.	Clinica Family Health & Wellness	April 6, 2026	Provide services to approximately 650 unduplicated individuals in support of assessment results and client-centered care planning to inform treatment goals.
2	Conduct staff cross-training to facilitate effective co-location of services along the full spectrum of care, such as workflows and documentation standards, as well as certifications and evidence-based practices like QMAP, CAC/LAC, overdose prevention, harm reduction, Moral Reconation Therapy, Seeking Safety, and Dialectical Behavior Therapy (DBT).	Clinica Family Health & Wellness	April 6, 2026	Complete identified training activities in alignment with CFHW Training Plan and policies, targeting 5-10 staff participating in QMAP and CAC/LAC certification trainings quarterly, and 10-15 staff members completing clinical trainings (e.g., DBT, MRT, overdose prevention, etc.).
3				
4				
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Goal #3	Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.			
	Activities (Planned activities to accomplish the Goal)	Individual and/or Organization Responsible for Completion	Estimated Date of Completion	Deliverables [Description of what will be accomplished]
1	Establish the feasibility for a community-wide referral platform and SHIE.	Clinica Family Health & Wellness, Boulder County, Broomfield County		Develop an action plan identifying the steps necessary to implement the interoperability of the platform.
2	Enhance referral and health information exchange platform utilization by key partners by standardizing workflows and screening tools.	Clinica Family Health & Wellness, Boulder County, Broomfield County	April 1, 2026	Creating the standardized tools for use within the platform Training for staff in use of the standardized tools
3	Evaluate use and effectiveness of platform (e.g., UniteUs)	Clinica Family Health & Wellness, Boulder County, Broomfield County	June 1, 2026	Measure over time the number of referrals being made within the platform.
4	Participate in ongoing implementation efforts with Boulder and Broomfield County community partners, to develop and pilot an interoperability plan for integration between UniteUs and partner systems (ex -CFHW electronic health record, NextGen).	Clinica Family Health & Wellness, Boulder County, Broomfield County	July 1, 2026	Participation in collaborative community of practice meetings to ensure that all community organizations' needs are addressed in both Boulder and Broomfield.
5				

Approved Opioid Abatement Uses from Exhibit

Section Letter	Section Name	Approved Use Number	Short Name
A	Treat Opioid Use Disorder	0	Treatment of Opioid Use Disorder (OUD) - (general)
A	Treat Opioid Use Disorder	1	Treatment services adhering to ASAM continuum of care
A	Treat Opioid Use Disorder	2	Treatment, including Medications for Opioid Use Disorder (MOUD)
A	Treat Opioid Use Disorder	3	Telehealth services
A	Treat Opioid Use Disorder	4	Opioid treatment programs (OTP) oversight
A	Treat Opioid Use Disorder	5	Mobile intervention, treatment, and recovery services
A	Treat Opioid Use Disorder	6	Trauma-informed care
A	Treat Opioid Use Disorder	7	Withdrawal management services

A	Treat Opioid Use Disorder	8	Training on Medication Addiction Treatment (MAT)
A	Treat Opioid Use Disorder	9	Workforce development - addiction professionals
A	Treat Opioid Use Disorder	10	Fellowships for addiction medicine specialists
A	Treat Opioid Use Disorder	11	Workforce development - behavioral health workers
A	Treat Opioid Use Disorder	12	Waiver training to prescribe MAT for OUD
A	Treat Opioid Use Disorder	13	Web-based training curricula
A	Treat Opioid Use Disorder	14	Dissemination or development of provider curricula
B	Support People In Treatment And Recovery	0	Recovery services (general)
B	Support People In Treatment And Recovery	1	Full continuum of care of recovery services
B	Support People In Treatment And Recovery	2	Comprehensive wrap-around services

B	Support People In Treatment And Recovery	3	Counseling, peer-support, recovery case management, and residential treatment
B	Support People In Treatment And Recovery	4	Supportive/recovery housing and other housing assistance
B	Support People In Treatment And Recovery	5	Community support services, including social and legal services
B	Support People In Treatment And Recovery	6	Peer-recovery centers, and events
B	Support People In Treatment And Recovery	7	Transportation to treatment or recovery programs
B	Support People In Treatment And Recovery	8	Job services training
B	Support People In Treatment And Recovery	9	Recovery program expansion
B	Support People In Treatment And Recovery	10	Non-profit, community, and coalition - support for families
B	Support People In Treatment And Recovery	11	Stigma education - government staff
B	Support People In Treatment And Recovery	12	Community-wide stigma reduction

B	Support People In Treatment And Recovery	13	Culturally appropriate services
B	Support People In Treatment And Recovery	14	Recovery high schools
B	Support People In Treatment And Recovery	15	Hiring or training of behavioral health workers
C	Connect People Who Need Help To The Help They Need (Connections To Care)	0	Connection to care (General)
C	Connect People Who Need Help To The Help They Need (Connections To Care)	1	Substance use screening and referral
C	Connect People Who Need Help To The Help They Need (Connections To Care)	2	Screening, Brief Intervention and Referral to Treatment (SBIRT)
C	Connect People Who Need Help To The Help They Need (Connections To Care)	3	SBIRT for young adults in schools, criminal justice, probation etc.
C	Connect People Who Need Help To The Help They Need (Connections To Care)	4	SBIRT automation and technology
C	Connect People Who Need Help To The Help They Need (Connections To Care)	5	Emergency department navigators and on-call teams
C	Connect People Who Need Help To The Help They Need (Connections To Care)	6	Training for emergency room staff

C	Connect People Who Need Help To The Help They Need (Connections To Care)	7	Hospital linkage to care programs
C	Connect People Who Need Help To The Help They Need (Connections To Care)	8	Crisis stabilization centers
C	Connect People Who Need Help To The Help They Need (Connections To Care)	9	Post-overdose Emergency Medical Systems (EMS) and peer support
C	Connect People Who Need Help To The Help They Need (Connections To Care)	10	Peer support specialists and recovery coaches
C	Connect People Who Need Help To The Help They Need (Connections To Care)	11	Expand warm hand-off services to transition to recovery services
C	Connect People Who Need Help To The Help They Need (Connections To Care)	12	School-based supports for parents
C	Connect People Who Need Help To The Help They Need (Connections To Care)	13	Recovery-friendly workplaces
C	Connect People Who Need Help To The Help They Need (Connections To Care)	14	Employee assistance for healthcare workers with OUD
C	Connect People Who Need Help To The Help They Need (Connections To Care)	15	Non-profit and community - outreach for treatment
C	Connect People Who Need Help To The Help They Need (Connections To Care)	16	Centralized call centers

D	Address The Needs Of Criminal Justice-Involved Persons	0	Services for people involved in criminal justice system (general)
D	Address The Needs Of Criminal Justice-Involved Persons	1	Pre-arrest diversion strategies
D	Address The Needs Of Criminal Justice-Involved Persons	1.1	? Self-referral strategies such as Angel/PAARI
D	Address The Needs Of Criminal Justice-Involved Persons	1.2	Drug Abuse Response Team (DART) or Quick Response Teams (QRT)
D	Address The Needs Of Criminal Justice-Involved Persons	1.3	? “Naloxone Plus” strategies
D	Address The Needs Of Criminal Justice-Involved Persons	1.4	? Law Enforcement Assisted Diversion (LEAD)
D	Address The Needs Of Criminal Justice-Involved Persons	1.5	? Officer intervention strategies
D	Address The Needs Of Criminal Justice-Involved Persons	1.6	? Co-responder programs
D	Address The Needs Of Criminal Justice-Involved Persons	2	Pre-trial services
D	Address The Needs Of Criminal Justice-Involved Persons	3	Treatment and recovery courts with MAT

D	Address The Needs Of Criminal Justice-Involved Persons	4	Jail-based treatment, recovery or harm reduction services
D	Address The Needs Of Criminal Justice-Involved Persons	5	Re-entry from jail treatment, recovery or harm reduction services
D	Address The Needs Of Criminal Justice-Involved Persons	6	Critical time interventions
D	Address The Needs Of Criminal Justice-Involved Persons	7	Training on best practices for criminal justice involved persons
E	Address The Needs Of Pregnant Or Parenting Women and Their Families, Including Babies With Neonatal Abstinence Syndrome	0	Pregnant or parenting women support (general)
E	Address The Needs Of Pregnant Or Parenting Women and Their Families, Including Babies With Neonatal Abstinence Syndrome	1	Treatment, recovery, prevention for pregnant women
E	Address The Needs Of Pregnant Or Parenting Women and Their Families, Including Babies With Neonatal Abstinence Syndrome	2	Treatment and recovery for post-partum women
E	Address The Needs Of Pregnant Or Parenting Women and Their Families, Including Babies With Neonatal Abstinence Syndrome	3	Healthcare worker training on treatment for pregnant women with OUD
E	Address The Needs Of Pregnant Or Parenting Women and Their Families, Including Babies With Neonatal Abstinence Syndrome	4	Neonatal abstinence syndrome prevention, treatment, and care
E	Address The Needs Of Pregnant Or Parenting Women and Their Families, Including Babies With Neonatal Abstinence Syndrome	5	Training on NAS (Neonatal Abstinence Syndrome) and plans of safe care

E	Address The Needs Of Pregnant Or Parenting Women and Their Families, Including Babies With Neonatal Abstinence Syndrome	6	Child and family supports for women with Opioid Use Disorder (OUD)
E	Address The Needs Of Pregnant Or Parenting Women and Their Families, Including Babies With Neonatal Abstinence Syndrome	7	Child care services
E	Address The Needs Of Pregnant Or Parenting Women and Their Families, Including Babies With Neonatal Abstinence Syndrome	8	Trauma-informed behavioral health treatment
E	Address The Needs Of Pregnant Or Parenting Women and Their Families, Including Babies With Neonatal Abstinence Syndrome	9	Home-based wrap-around services
E	Address The Needs Of Pregnant Or Parenting Women and Their Families, Including Babies With Neonatal Abstinence Syndrome	10	Services for children impacted by caregiver use
F	Prevent Over-Prescribing And Ensure Appropriate Prescribing And Dispensing Of Opioids	0	Safe opioid prescribing (general)
F	Prevent Over-Prescribing And Ensure Appropriate Prescribing And Dispensing Of Opioids	1	Medical provider education on opioid prescribing
F	Prevent Over-Prescribing And Ensure Appropriate Prescribing And Dispensing Of Opioids	2	Provider education on safe opioid prescribing
F	Prevent Over-Prescribing And Ensure Appropriate Prescribing And Dispensing Of Opioids	3	Continuing medical education on safe opioid prescribing
F	Prevent Over-Prescribing And Ensure Appropriate Prescribing And Dispensing Of Opioids	4	Non-opioid pain treatment alternatives

F	Prevent Over-Prescribing And Ensure Appropriate Prescribing And Dispensing Of Opioids	5	Prescription Drug Monitoring Program (PDMP)
F	Prevent Over-Prescribing And Ensure Appropriate Prescribing And Dispensing Of Opioids	6	Prescription Drug Monitoring Program (PDMP) - overdose/naloxone data
F	Prevent Over-Prescribing And Ensure Appropriate Prescribing And Dispensing Of Opioids	7	Electronic prescribing
F	Prevent Over-Prescribing And Ensure Appropriate Prescribing And Dispensing Of Opioids	8	Pharmacy dispenser education
G	Prevent Misuse Of Opioids	0	Substance use prevention (general)
G	Prevent Misuse Of Opioids	1	Media prevention campaigns
G	Prevent Misuse Of Opioids	2	Evidence-based public education campaigns
G	Prevent Misuse Of Opioids	3	Education on safe drug disposal
G	Prevent Misuse Of Opioids	4	Drug take-back disposal programs
G	Prevent Misuse Of Opioids	5	Substance abuse prevention coalitions

G	Prevent Misuse Of Opioids	6	Community coalitions
G	Prevent Misuse Of Opioids	7	Non-profit and community - prevention support
G	Prevent Misuse Of Opioids	8	School and community prevention and education programs
G	Prevent Misuse Of Opioids	9	School-based or youth-focused programs to prevent drug misuse
G	Prevent Misuse Of Opioids	10	Community-based education or intervention services for at-risk youth & families
G	Prevent Misuse Of Opioids	11	Evidence-informed youth mental health curricula and programs
G	Prevent Misuse Of Opioids	12	Support greater access to mental health services and supports
H	Prevent Overdose Deaths And Other Harms (Harm Reduction)	0	Harm reduction programs or strategies (general)
H	Prevent Overdose Deaths And Other Harms (Harm Reduction)	1	Naloxone - distribution to targeted groups
H	Prevent Overdose Deaths And Other Harms (Harm Reduction)	2	Naloxone - distribution to communities

H	Prevent Overdose Deaths And Other Harms (Harm Reduction)	3	Naloxone - training and education
H	Prevent Overdose Deaths And Other Harms (Harm Reduction)	4	School staff naloxone training
H	Prevent Overdose Deaths And Other Harms (Harm Reduction)	5	Naloxone - data tracking
H	Prevent Overdose Deaths And Other Harms (Harm Reduction)	6	Public education for overdose prevention
H	Prevent Overdose Deaths And Other Harms (Harm Reduction)	7	Good samaritan laws - general public education
H	Prevent Overdose Deaths And Other Harms (Harm Reduction)	8	Good samaritan laws - first responder education
H	Prevent Overdose Deaths And Other Harms (Harm Reduction)	9	Syringe services and other harm reduction efforts for people who use drugs
H	Prevent Overdose Deaths And Other Harms (Harm Reduction)	10	Infection disease testing and treatment
H	Prevent Overdose Deaths And Other Harms (Harm Reduction)	11	Mobile harm reduction and referral services
H	Prevent Overdose Deaths And Other Harms (Harm Reduction)	12	Training in harm reduction strategies

H	Prevent Overdose Deaths And Other Harms (Harm Reduction)	13	Routine clinical toxicology screening and testing
I	First Responders	1	First responder education specific to fentanyl and other substances
I	First Responders	2	Wellness and trauma support for first responders
J	Leadership, Planning And Coordination	0	Leadership, planning, and coordination (general)
J	Leadership, Planning And Coordination	1	Statewide, regional, local, or community planning
J	Leadership, Planning And Coordination	2	Data dashboards
J	Leadership, Planning And Coordination	3	Infrastructure, staffing at government or not-for-profit agencies
J	Leadership, Planning And Coordination	4	Government oversight and management of opioid abatement programs
K	Training	0	Training on opioid abatement (general)
K	Training	1	Staff training and networking for opioid abatement

K	Training	2	Collaborative cross-systems coordination infrastructure and staffing
L	Research	0	Opioid abatement research (general)
L	Research	1	Monitoring, surveillance, data collection and evaluation
L	Research	2	Research non-opioid treatment of chronic pain
L	Research	3	Research on improved service delivery
L	Research	4	Research on novel harm reduction and prevention efforts
L	Research	5	Research on improved detection of mail-based synthetic opioids
L	Research	6	Research for swift/certain fair criminal justice models
L	Research	7	Epidemiological surveillance of OUD-related behaviors
L	Research	8	Qualitative and quantitative research regarding public health risks

E, Schedule B of the National Opioid Settlements

Approved Uses (Exhibit E, Schedule B)

Support treatment of Opioid Use Disorder (“OUD”) and any co-occurring Substance Use Disorder or Mental Health (“SUD/MH”) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (“MAT”) approved by the U.S. Food and Drug Administration.

Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“ASAM”) continuum of care for OUD and any co-occurring SUD/MH conditions.

Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

Improve oversight of Opioid Treatment Programs (“OTPs”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

Provide treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas

Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“DATA 2000”) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.

Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication– Assisted Treatment.

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.

Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

Create and/or support recovery high schools.

Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

Purchase automated versions of SBIRT and support ongoing costs of the technology

Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.

Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.

Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

Expand warm hand-off services to transition to recovery services.

Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

Develop and support best practices on addressing OUD in the workplace.

Support assistance programs for health care providers with OUD.

Engage non-profits and the faith community as a system to support outreach for treatment.

Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“PAARI”);

Active outreach strategies such as the Drug Abuse Response Team (“DART”) model;

“Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“LEAD”) model;

Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise

Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison

Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

Support critical time interventions (“CTI”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (“NAS”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH condition

Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.

Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.

Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.

Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.

Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).

Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

Continuing Medical Education (CME) on appropriate prescribing of opioids.

Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

including, but not limited to, improvements that: 1. Increase the number of prescribers using PDMPs; 2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or 3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT

Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

Increasing electronic prescribing to prevent diversion or forgery.

Educating dispensers on appropriate opioid dispensing.

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

Funding media campaigns to prevent opioid misuse.

Corrective advertising or affirmative public education campaigns based on evidence.

Public education relating to drug disposal.

Drug take-back disposal or destruction programs.

Funding community anti-drug coalitions that engage in drug prevention efforts.

access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).

Engaging non-profits and faith-based communities as systems to support prevention.

Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.

Public health entities providing free naloxone to anyone in the community.

Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.

Public education relating to emergency responses to overdoses.

Public education relating to immunity and Good Samaritan laws.

Educating first responders regarding the existence and operation of immunity and Good Samaritan laws. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

Supporting screening for fentanyl in routine clinical toxicology testing.

Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment E-14 intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.

system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

Provide resources to staff government oversight and management of opioid abatement programs.

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

Support opioid abatement research that may include, but is not limited to, the following

Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.

Research non-opioid treatment of chronic pain.

Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g., Hawaii HOPE and Dakota 24/7).

Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“ADAM”) system.

Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.



Section IV: Budget Template

Colorado Opioid Abatement Council
Round 3 Infrastructure Share Funding Opportunity (2024-25)

Name of Project/Program	On-ramp to Resilience Project	Kelly Veit, Manager of Strategic Implementation, kveit@bouldercounty.gov
Name of Applicant (Organization)	Opioid Settlement Region 6, Boulder County	Kelly Veit, Manager of Strategic Implementation, kveit@bouldercounty.gov
Applicant Type (Drop Down List)	Regional Opioid Abatement Council (ROAC)	Emily McCluskey, Grants Specialist, emccluskey@bouldercounty.gov
Additional Implementing Organizations [If included in Application]	Opioid Settlement Region 7, Broomfield County Clinica Family Health and Wellness	

Instructions for Budget

List each planned expenditure	Select from the 6 official Budget Categories (see Tab 4 for more info): (1) Personnel services, (2) Contractual, (3) Materials & supplies, (4) Equipment, (5) Capital/construction, or (6) Administrative	Provide a narrative description of the expenditure (if the budgeted item involves the purchase of materials/supplies, please provide an estimated quantity)	Estimated dollar amount
Budget Item	Budget Category	Description of Item	Dollar Amount
Remodel of clinical offices wing	Capital/Construction	Remodeling current area into SUD and behavioral health clinical offices, including for SUD IOP, MAT services, clinical assessment, individual and group therapeutic interventions, etc.	\$115,000.00
Remodel of centralized psychaitric nursing station	Capital/Construction	Remodeling current area into specialized psychiatric nursing station to facilitate safe and effective MAT services.	\$12,000.00
Remodel of bathrooms	Capital/Construction	The building space is being renovated from a former assisted living facility into behavioral health clinical care, thus removal of several bathrooms and conversion to other uses is necessary (e.g., group rooms, offices).	\$75,000.00
General remodel activities (e.g., demolition, electrical, plumbing, permit fees)	Capital/Construction	Remodel of the space to facilitate service delivery in alignment with project goals and activities, and Exhibit E Approved Uses.	\$216,000.00
Remodel finishing activities (e.g., flooring, paint)	Capital/Construction	Remodel of the space to facilitate service delivery in alignment with project goals and activities, and Exhibit E Approved Uses.	\$57,000.00
SHIE	Personnel Services	Building interoperability between two platforms to ensure that the client's wrap-around service needs are met	\$25,000.00
TOTAL AMOUNT REQUESTED			\$ 500,000.00

Non-Required Budget Supplemental Question

Q1: Is there additional information the COAC should consider when reviewing this budget? If yes, please detail below.

Expenditures Budget Categories for Infrastructure Fund Applications

Expenditure Categories	Description
Personnel Services	<p>List all salaried and hourly personnel to perform work for the project/program. Include proposed salaries (calculated as full-time equivalent or FTE). If the salary represents less than 1.0 FTE, please specify the percentage of the staff member's time that will be devoted to the project/program.*</p> <p>In the Attachments portion of the Application, Applicants must submit a List of Names and Qualifications of Key Staff. If the submitted Budget and Workplan proposes new personnel/staff, or expanded funding for existing staff members, please also describe the intended role and contributions of the prospective staff members in the attached materials.</p> <p>*If the proposed salary includes fringe benefits (i.e., insurance, paid time off, etc.), please specify how the fringe benefits were calculated, and what percentage of the proposed salary is allocated to fringe benefits.</p>
Contractual	<p>Include any subcontracts that are associated with this budget request. This may include, but is not limited to, subcontracts for consulting, construction, or facilitation services. Please note that Infrastructure Share funds may not be used to reimburse expenses from previous/historic contracts. Applicants are not able to "pre-pay" subcontractors for their services. Applicants shall wait until COAC has determined its awardees before enacting subcontracts related to this proposed budget.</p> <p>In the Workplan, please describe how subcontractors will be selected, the work they intend to perform, and how the costs were calculated.</p>
Materials & Supplies	<p>Provide estimated quantities of the materials & supplies that will be purchased. Please be as specific as possible.</p>
Equipment	<p>List any equipment that must be purchased to complete the proposed project/program. Equipment is defined as an item of property that has an acquisition cost of \$5,000 or more, and an expected service life of more than 1 year, unless the Applicant (Organization) has adopted other guidelines.</p>

Capital/Construction	List all expenses relating to development of long-term assets, including but not limited to building purchases, construction, expansion, renovation, and/or land acquisition.
Administrative (shall not exceed 10% of total request)	<p>Expenses associated with overseeing and administering Opioid Funds (including but not limited to legal expenses, procurement/contract administration, fiscal accounting/reporting, etc.).</p> <p>Administrative costs shall not exceed 10% of actual costs expended by the recipient or 10% of the amount received, whichever is less.</p>
Other	Expenses not under other categories. If you select the Other category, please explain why none of the other Budget Categories were sufficient.

**COLORADO OPIOIDS SETTLEMENT MEMORANDUM OF UNDERSTANDING
("MOU")**

Thursday, August 26, 2021

August 25, 2021 Attorney General version

A. Definitions

As used in this MOU:

1. "Approved Purpose(s)" shall mean forward-looking strategies, programming, and services to abate the opioid epidemic as identified by the terms of any Settlement. If a Settlement is silent on Approved Purpose(s), then Approved Purpose(s) shall mean those forward-looking strategies to abate the opioid epidemic identified in **Exhibit A** or any supplemental forward-looking abatement strategies added to **Exhibit A** by the Abatement Council. Consistent with the terms of any Settlement, "Approved Purposes" shall also include the reasonable administrative costs associated with overseeing and administering Opioid Funds from each of the four (4) Shares described in Section (B)(2). Reimbursement by the State or Local Governments for past expenses are not Approved Purpose(s). "Approved Purposes" shall include attorneys' fees and expenses incurred in the course of the opioid litigation that are paid through the process discussed below.
2. "County Area" shall mean a county in the State of Colorado plus the Local Governments, or portion of any Local Government, within that county.
3. "Effective Date" shall mean the date on which a court of competent jurisdiction, including any bankruptcy court, enters the first Settlement by order or consent decree. The Parties anticipate that more than one Settlement will be administered according to the terms of this MOU, but that the first entered Settlement will trigger the formation of the Abatement Council in Section (C) and the Regional Councils in Section (F)(5).¹
4. "General Abatement Fund Council," or "Abatement Council," shall have the meaning described in Section (C), below.

¹ For the avoidance of doubt, the McKinsey Settlement and any other Settlement that precedes the finalization of drafting this MOU are not considered a trigger for purposes of the calculation of "Effective Date."

5. “Local Government(s)” shall mean all counties in the State of Colorado and the municipalities, towns, and county and city municipal corporations that are listed in **Exhibit B**.
6. “National Opioid Settlement Administrative Fund” shall mean any fund identified by a Settlement for the national distribution of Opioid Funds.
7. “Opioid Funds” shall mean damage awards obtained through a Settlement.
8. “Opioid Settling Defendant” shall mean any person or entity, or its affiliates, that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of licit opioids.
9. “Participating Local Government(s)” shall mean all Local Governments that sign this MOU, and if required under terms of a particular Settlement, who have executed a release of claims with the Opioid Settlement Defendant(s). For the avoidance of doubt, a Local Government must sign this MOU to become a “Participating Local Government.” Local Governments may designate the appropriate individual from their entity to sign the MOU.
10. “Party” or “Parties” shall mean the State and/or Participating Local Government(s).
11. “Qualified Settlement Fund Account,” or “QSF Account,” shall mean an account set up as a qualified settlement fund, 468b fund, as authorized by Treasury Regulations 1.468B-1(c) (26 CFR §1.468B-1).
12. “Regional Council” shall have the meaning described in Section (F)(5), below.
13. “Settlement” shall mean the negotiated resolution of legal or equitable claims against an Opioid Settling Defendant when that resolution has been jointly entered into by the State and the Participating Local Governments, or by any individual Party or collection of Parties that opt to subject their Settlement to this MOU. Unless otherwise directed by an order from a United States Bankruptcy Court, “Settlement” shall also include distributions from any liquidation under Chapter 7 of the United States Bankruptcy Code or confirmed plan under Chapter 11 of the United States Bankruptcy Code that treats the claims of the State and Local Governments against an Opioid Settling Defendant.
14. “The State” shall mean the State of Colorado acting through its Attorney General and the Colorado Department of Law.

B. Allocation of Settlement Proceeds

1. All Opioid Funds shall be held in accordance with the terms of any Settlement. If a Settlement allows Opioid Funds to be held in a National Opioid Settlement Administrative Fund, then Opioid Funds shall be held in such National Opioid Settlement Administrative Fund. If a Settlement does not allow for Opioid Funds

to be held in a National Opioid Settlement Administrative Fund, Opioid Funds shall be held in a Colorado-specific QSF Account or, under the following limited circumstances, in the State's Custodial Account: 1) if at the time of a Settlement, a Colorado-specific QSF Account is not yet established, although in such case, the Opioid Funds shall be transferred to the Colorado-specific QSF Account once it is established or 2) where the Abatement Fund Council determines Opioids Funds cannot be legally held in a Colorado-specific QSF Account. Regardless of whether Opioid Funds are held in a National Administrative Fund, a Colorado-specific QSF Account, or in the State's Custodial Account, the Abatement Council shall appoint one of its members to serve as the point of contact in accordance Section (C)(4)(b)(i), below.

2. All Opioid Funds, at the time of a Settlement or at the time designated in the Settlement documents, shall be divided and distributed as follows:²
 - a. **10%** directly to the State ("State Share") for Approved Purposes in accordance with Section (D), below;
 - b. **20%** directly to Participating Local Governments ("LG Share") for Approved Purposes in accordance with Section (E), below;
 - c. **60%** directly to Regions ("Regional Share") for Approved Purposes in accordance with Section (F), below; and
 - d. **10%** to specific abatement infrastructure projects ("Statewide Infrastructure Share") for Approved Purposes in accordance with Section (G), below.
3. Distribution of the Shares in Section B(2)(a) – (d) shall be direct, meaning that funds held in accordance with Section B(1) shall be disbursed directly to the State, Participating Local Governments, Regions, and the Statewide Infrastructure Share according to the terms of this MOU.
4. All Opioid Funds, regardless of allocation, shall be used for Approved Purposes.
5. Participating Local Governments may elect to share, pool, or collaborate with their respective allocation of the LG or Regional Shares in any manner they choose, so long as such sharing, pooling, or collaboration is used for Approved Purposes and complies with the terms of this MOU and any Settlement.

C. General Abatement Fund Council

1. A General Abatement Fund Council (the "Abatement Council"), consisting of representatives appointed by the State and Participating Local Governments, shall

² This MOU treats multi-county health departments as county health departments for purposes of allocation and distribution of abatement proceeds and therefore multi-county health departments shall not receive any Opioid Funds directly. Third-Party Payors ("TPPs") are not Parties to this MOU.

be created to ensure the distribution of Opioid Funds complies with the terms of any Settlement and to provide oversight of the Opioid Funds in accordance with the terms of this MOU.

2. **Membership:** The Abatement Council shall consist of the following thirteen (13) members, who shall serve in their official capacity only.

a. **State Members:** Seven (7) members shall be appointed by the State, as authorized volunteers of the State, as follows:

- (i) A Chair to serve as a non-voting member, except in the event of a tie;
- (ii) Two (2) members who are licensed professionals with significant experience in substance use disorders;
- (iii) Three (3) members who are professionals with significant experience in prevention, education, recovery, treatment, criminal justice, rural public health issues, or government administration related to substance use disorders; and
- (iv) One (1) member or family member affected directly by the opioid crisis.

b. **Local Government Members:** Six (6) members shall be appointed by the Participating Local Governments. Local Government Members shall be a County Commissioner, Mayor, City or Town Council Member, or a professional with significant experience in prevention, education, recovery, treatment, criminal justice, rural public health issues, or governmental administration related to substance use disorders. A Participating Local Government may determine which Local Government Members are eligible (or ineligible) to serve on the General Abatement Fund Council. County Commissioners, City or Town Council Members, and/or Mayors from the Regions identified in **Exhibit C** shall collaborate to appoint Local Government Members as follows:

- (i) Two (2) Members from Regions 1, 5, 13, 14, 15, 17, 18;
- (ii) Two (2) Members from Regions 2, 6, 7, 8, 9, 10, 11, 12, 16; and
- (iii) Two (2) Members from Regions 3, 4, 19.

c. **Terms:** The Abatement Council shall be established within ninety (90) days of the Effective Date. In order to do so, within sixty (60) days of the Effective Date, the State shall appoint the State Members in accordance with Section (C)(2)(a), and after conferral with the Local Governments, CCI and CML shall jointly appoint six (6) Local Government Members for an initial term not to exceed one year. Thereafter, Members shall be

appointed in accordance with this Section and Sections (C)(2)(a) and (b) and may serve no more than two (2) consecutive two-year terms, for a total of four (4) consecutive years. Except that, beginning in the second year only, two (2) State Members and two (2) Local Government members shall be appointed for a three-year term and may serve one consecutive two-year term thereafter. The Chair shall have no term but may be replaced at the State's discretion.

- (i) If a State or Local Government Member resigns or is otherwise removed from the Abatement Council prior to the expiration of their term, a replacement Member shall be appointed within sixty (60) days in accordance with Sections (C)(2)(a) and (b).
- (ii) If a Local Government Member vacancy exists for more than sixty (60) days, the State shall appoint a replacement Local Government Member to serve until the vacancy is filled in accordance with Section (C)(2)(b).

3. **Duties:** The Abatement Council is primarily responsible for ensuring that the distribution of Opioid Funds complies with the terms of this MOU. The Abatement Council is also responsible for oversight of Opioid Funds from the Regional Share in accordance with Section (F), below, and for developing processes and procedures for the distribution and oversight of Opioid Funds from the Statewide Infrastructure Share in accordance with Section (G) below.

4. **Governance:** The Abatement Council shall draft its own bylaws or other governing documents, which must include appropriate conflict of interest and dispute resolution provisions, in accordance with the terms of this MOU and the following principles:

- a. **Authority:** The Abatement Council does not have rulemaking authority. The terms of this MOU and any Settlement, as entered by any court of competent jurisdiction, including any bankruptcy court, control the authority of the Abatement Council and the Abatement Council shall not stray outside the bounds of the authority and power vested by this MOU and any Settlement.
- b. **Administration:** The Abatement Council shall be responsible for an accounting of all Opioid Funds. The Abatement Council shall be responsible for releasing Opioid Funds in accordance with Section (B)(1) for the Regional and Statewide Infrastructure Shares in Sections (B)(2)(c) and (d) and shall develop policies and procedures for the release and oversight of such funds in accordance with Sections (F) and (G). Should the Abatement Council require assistance with providing an accounting of Opioid Funds, it may seek assistance from the State.

- (i) The Abatement Council shall appoint one of its members to serve as a point of contact for the purpose of communicating with the entity holding Opioid Funds in accordance with Section (B)(1) and in that role shall only act as directed by the Abatement Council.
- c. **Transparency:** The Abatement Council shall operate with all reasonable transparency and operate in a manner consistent with all Colorado laws relating to open records and meetings regardless of whether the Abatement Council is otherwise obligated to comply with them.
 - (i) The Abatement Council shall develop a centralized public dashboard or other repository for the publication of expenditure data from any Party or Regional Council that receives Opioid Funds in accordance with Sections (D)-(G).
 - (ii) The Abatement Council may also require outcome related data from any Party or Regional Council that receives Opioid Funds in accordance with Sections (D)-(G) and may publish such outcome related data in the centralized public dashboard or other repository described above. In determining which outcome related data may be required, the Abatement Council shall work with all Parties and Regional Councils to identify appropriate data sets and develop reasonable procedures for collecting such data sets so that the administrative burden does not outweigh the benefit of producing such outcome related data.
 - (iii) For purposes of funding the centralized public dashboard or other repository described above, the Abatement Council shall make good faith efforts to seek funding from outside sources first, otherwise the State shall provide such funding.
- d. **Collaboration:** The Abatement Council shall facilitate collaboration between the State, Participating Local Governments, Regional Councils, and other stakeholders for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado.
- e. **Decision Making:** The Abatement Council shall seek to make all decisions by consensus. In the event consensus cannot be achieved, unless otherwise required in this MOU, the Abatement Council shall make decisions by a majority vote of its Members. The Chair shall only vote in the event of a tie.
- f. **Due Process:** The Abatement Council shall develop the due process procedures required by Section (G)(3)(d) for Parties to dispute or challenge remedial actions taken by the Abatement Council for Opioid Funds from the Statewide Infrastructure Share. The Abatement Council

shall also abide by the due process principles required by Section (F)(12)-(13) for Regions to dispute or challenge remedial actions taken by the Abatement Council for Opioid Funds from the Regional Share.

- g. **Legal Status:** The Abatement Council shall not constitute a separate legal entity.
- h. **Legal Representation:** To the extent permitted by law, the State shall provide legal counsel to State Members for all legal issues arising from those State Members' work on the Abatement Council. At all times, Local Government Members of the Abatement Council are entitled to receive legal representation from their respective governmental entities. In the event of a conflict, the Abatement Council and its members may retain the services of other legal counsel.
- i. **Compensation:** No member of the Abatement Council shall be compensated for their work related to the Abatement Council.

D. State Share

- 1. In accordance with Sections (B)(1) and (B)(2)(a), and the terms of any Settlement, the State Share shall be paid directly to the State in accordance with the terms of this Section (D).
- 2. The State maintains full discretion over distribution of the State Share anywhere within the State of Colorado, however, the State Share shall be used for Approved Purposes only. The State will work to reduce administrative costs as much as practicable.
- 3. On an annual basis, as determined by the Abatement Council, the State shall provide all expenditure data, including administrative costs, from the State Share to the Abatement Council for purposes of maintaining transparency in accordance with Section (C)(4)(c)(i). The Abatement Council may require the State to provide additional outcome-related data in accordance with Section (C)(4)(c)(ii) and the State shall comply with such requirements.
- 4. If the State disputes the amount of Opioid Funds it receives from the State Share, the State shall alert the Abatement Council within sixty (60) days of discovering the information underlying the dispute. Failure to alert the Abatement Council within this time frame shall not constitute a waiver of the State's right to seek recoupment of any deficiency in its State Share.

E. LG Share

- 1. In accordance with Sections (B)(1) and (B)(2)(b), and the terms of any Settlement, the LG Share shall be paid directly to Participating Local Governments in accordance with the terms of this Section (E).

2. Allocations to Participating Local Governments from the LG Share shall first be determined using the percentages shown in **Exhibit D**.
3. The LG Share for each County Area shall then be allocated among the county and the other Participating Local Governments within it. **Exhibit E** reflects the default allocation that will apply unless the Participating Local Governments within a County Area enter into a written agreement providing for a different allocation. The Participating Local Governments may elect to modify the allocation for a County Area in **Exhibit E**, but such modification to the allocation in **Exhibit E** shall not change a County Area's total allocation under Section (E)(2).
4. A Local Government that chooses not to become a Participating Local Government will not receive a direct allocation from the LG Share. The portion of the LG Share that would have been allocated to a Local Government that is not a Participating Local Government will instead be re-allocated to the Regional Share for the Region where the Local Government is located, in accordance with Section (F), below.
5. In the event a Participating Local Government dissolves or ceases to exist during the term of any Settlement, the allocation for that Participating Local Government from the LG Share shall be re-allocated as directed by any Settlement, and if not specified, be re-allocated to the Regional Share for the Region in which the Participating Local Government was located, in accordance with Section (F). If a Participating Local Government merges with another Participating Local Government, the allocation for that Participating Local Government from the LG Share shall be re-allocated as directed by any Settlement, and if not specified, shall be re-allocated to the successor Participating Local Government's allocation of the LG Share. If a Participating Local Government merges with a Local Government that is not a Participating Local Government, the allocation for that Participating Local Government from the LG Share shall be re-allocated as directed by any Settlement, and if not specified, be re-allocated to the Region in which the merging Participating Local Government was located, in accordance with Section (F), below.
6. A Participating Local Government may forego its allocation of the LG Share and direct its allocation to the Regional Share for the Region where the Participating Local Government is located, in accordance with Section (F) below, by affirmatively notifying the Abatement Council on an annual basis of its decision to forego its allocation of the LG Share. A Participating Local Government's election to forego its allocation of the LG Share shall carry over to the following year unless the Participating Local Government notifies the Abatement Council otherwise. If a Participating Local Government elects to forego its allocation of the LG Share, the Participating Local Government shall be excused from the reporting requirements required by Section (E)(8).
7. Participating Local Governments maintain full discretion over the distribution of their allocation of the LG Share anywhere within the State of Colorado, however,

all Participating Local Governments shall use their allocation from the LG Share for Approved Purposes only. Reasonable administrative costs for a Participating Local Government to administer its allocation of the LG Share shall not exceed actual costs or 10% of the Participating Local Government's allocation of the LG Share, whichever is less.

8. On an annual basis, as determined by the Abatement Council, all Participating Local Governments shall provide all expenditure data, including administrative costs, from their allocation of the LG Share to the Abatement Council for purposes of maintaining transparency in accordance with Section (C)(4)(c)(i). The Abatement Council may require Participating Local Governments to provide additional outcome related data in accordance with Section (C)(4)(c)(ii) and all Participating Local Governments shall comply with such requirements.
9. If any Participating Local Government disputes the amount of Opioid Funds it receives from its allocation of the LG Share, the Participating Local Government shall alert the Abatement Council within sixty (60) days of discovering the information underlying the dispute. Failure to alert the Abatement Council within this time frame shall not constitute a waiver of the Participating Local Government's right to seek recoupment of any deficiency in its LG Share.

F. Regional Share

1. In accordance with Sections (B)(1) and (B)(2)(c), and the terms of any Settlement, the Regional Share shall be paid to the Regions in accordance with the terms of this Section (F).
2. Participating Local Governments shall organize themselves into the Regions depicted in **Exhibit C**. Municipalities located in multiple Regions may join all or some of the Regions in which they are located according to **Exhibit C**.
3. Allocations to Regions will be distributed according to **Exhibit F**. For multi-county Regions, each Region's share listed in **Exhibit F** is calculated by summing the individual percentage shares listed in **Exhibit D** for the counties within that Region. The percentages in **Exhibit F** are based on the assumption that every Local Government in each Region becomes a Participating Local Government.
4. In the event a city, town, or other municipality that is a Participating Local Government merges, dissolves, or ceases to exist during the term of any Settlement, the allocation of the Regional Share owed to the Region in which that Participating Local Government existed shall be re-allocated as directed by any Settlement, and if not specified, shall not be modified from **Exhibit F**. If a county that is a Participating Local Government merges with another county within its Region, the allocation of the Regional Share owed to the Region in which that county existed shall be re-allocated as directed by any Settlement, and if not specified, shall not be modified from **Exhibit F**. If a county that is a Participating Local Government merges with a county in a different Region during the term of

any Settlement, the allocation of the Regional Share owed to the Region in which that county existed shall be re-allocated as directed by any Settlement, and if not specified, shall be re-allocated to the Region in which that Participating Local Government merged in accordance with **Exhibit F**.

5. Each Region must create its own Regional Council while giving consideration to the regional governance models illustrated in **Exhibit G**. The Regional Council must be formed by the Participating Local Governments within the Region and each Regional Council shall designate a fiscal agent for the Region. Regional fiscal agents shall be county or municipal governments only. All funds from the Regional Share shall be distributed to the Regional Council's identified fiscal agent for the benefit of the entire Region.
 - a. Subject to this Section F(5), each Region may draft its own intra-regional agreements, bylaws, or other governing documents to determine how the Regional Council will operate. However, each voting member of a Regional Council shall be an employee or elected official of a Participating Local Government within the applicable Region. In the case of Denver, the voting members of its Regional Council shall be appointed by the Mayor. In the case of Broomfield, the voting members of its Regional Council shall be appointed by the Broomfield City and County Manager.
 - b. The Region shall not receive any Opioid Funds from the Regional Share until the Region certifies to the Abatement Council that its Regional Council has been formed and a fiscal agent has been designated. Such certification shall be in a simple form adopted by the Region and may be made via email, so long as it includes the names and affiliations of the Regional Council's members and the designated fiscal agent.
 - c. If a Region does not form and certify its Regional Council and designate its fiscal agent within one-hundred and eighty (180) days of the Effective Date, the Abatement Council shall appoint members to the Region's Regional Council. Regional Council members appointed by the Abatement Council shall serve until the Region certifies the formation of its Regional Council to the Abatement Council.
 - d. A Region shall submit a renewed certification required by Section (F)(5)(b), above, when its membership changes.
 - e. If a membership vacancy exists on a Regional Council for more than ninety (90) days and the Regional Council is unable to fill the vacancy by its regular procedures during that time, the Abatement Council shall appoint a replacement member to serve until the Region fills the vacancy.

6. A Local Government that chooses not to become a Participating Local Government shall not receive any Opioid Funds from the Regional Share or participate in the Regional Councils described in Section (F)(5) above.
7. Each Regional Council shall make requests to the Abatement Council for Opioid Funds from their allocation of the Regional Share. Each Regional Council's request for Opioid Funds from the Regional Share shall be accompanied by a 2-year plan identifying the Approved Purposes for which the requested funds will be used by the Region anywhere within the State of Colorado. A Regional Council's 2-year plan may be amended so long as such amendments comply with the terms of this MOU and any Settlement. Any Regional Council may seek assistance from the Abatement Council for purposes of developing its 2-year plan.
8. Reasonable administrative costs for a Regional Council to administer its Region's allocation of the Regional Share shall not exceed actual costs or 10% of the Region's allocation of the Regional Share, whichever is less.
9. The Abatement Council shall release funds requested by a Regional Council in accordance with Section (B)(1) if the Regional Council's 2-year plan complies with the Approved Purposes, the terms of this MOU, and the terms of any Settlement. The Abatement Council shall not deny any funding request from a Regional Council on the basis that the Abatement Council does not approve or agree with the Approved Purposes for which a Regional Council requests Opioid Funds from the Regional Share. Nor may the Abatement Council hold up, delay, or make unreasonable requests for additional or supporting information of the Regional Council prior to releasing the requested Opioid Funds. The purpose of this MOU is to facilitate Opioid Funds to their intended recipients quickly and efficiently with minimal administrative procedure.
10. On an annual basis, as determined by the Abatement Council, each Regional Council's fiscal agent shall provide to the Abatement Council the Regional Council's expenditure data, including administrative costs, from their allocation of the Regional Share and certify to the Abatement Council that the Regional Council's expenditures were for Approved Purposes and complied with its 2-year plan. The Regional Council shall subject itself to an accounting at the Abatement Council's discretion.
 - a. The Abatement Council shall review a Regional Council's expenditure data and certification to ensure compliance with the Regional Council's 2-year plan, the Approved Purposes, and the terms of this MOU and any Settlement.
 - b. The Abatement Council shall publish the Regional Council's expenditure data, including administrative costs, from the Regional Share in accordance with Section (C)(4)(c)(i). The Abatement Council may require Regional Councils to provide additional outcome related data in

accordance with Section (C)(4)(c)(ii) and all Regional Councils shall comply with such requirements.

11. If any Regional Council disputes the amount of Opioid Funds it receives from its allocation of the Regional Share, the Regional Council shall alert the Abatement Council within sixty (60) days of discovering the information underlying the dispute. Failure to alert the Abatement Council within this time frame shall not constitute a waiver of the Regional Council's right to seek recoupment of any deficiency in its Regional Share.
12. If the Abatement Council has reason to believe a Region's expenditure of its allocation of the Regional Share did not comply with the Region's 2-year Plan, the Approved Purposes, the terms of this MOU or any Settlement, as described in this Section (F), or that the Region otherwise misused its allocation of the Regional Share, the Abatement Council may take remedial action against the alleged offending Region. Such remedial action is left to the discretion of the Abatement Council and may include but not be limited to, withholding future Opioids Funds owed to the offending Region or requiring the offending Region to reimburse improperly expended Opioid Funds to the Regional Share.
13. Within one hundred and twenty (120) days of the Abatement Council being formed, in accordance with Section (C)(2)(c) above, the Abatement Council shall develop and publish due process procedures for allowing a Region to challenge or dispute any remedial action taken by the Abatement Council, including timelines during which the Region may engage in such a challenge or dispute. Such due process procedures shall reflect, at a minimum, the following principles:
 - a. Upon learning of any conduct that may warrant remedial action against a Region, the Abatement Council shall first provide notice to the Region of the conduct at issue, provide the Region an opportunity to respond, and, if appropriate, cure the alleged offending conduct. If after providing the Region such notice and opportunities to respond and cure, the Abatement Council continues to believe remedial action is warranted, the Abatement Council may take such remedial action.
 - b. If the Abatement Council decides to take remedial action against an alleged offending Region, such action may only occur by a two-thirds supermajority vote of the Abatement Council. Thus, an Abatement Council made up of twelve (12) voting members requires a vote of eight (8) Members prior to taking remedial action against an alleged offending Region.
 - c. Prior to taking any remedial action against an alleged offending Region, the Abatement Council shall first provide notice to the alleged offending Region of the remedial action to be taken and the facts underlying such remedial action. The Abatement Council shall then provide the alleged

offending Region an opportunity to challenge or dispute the remedial action in accordance with, at a minimum, the principles below:

- i. The alleged offending Region may request revisions or modifications to the proposed remedial action;
 - ii. The alleged offending Region may submit a written response to and/or request a hearing before the Abatement Council, or a third-party hearing officer,³ regarding the alleged offending conduct and proposed remedial action; and
 - iii. After such written responses are submitted and reviewed and/or a hearing is conducted, the alleged offending Region may submit an appeal to the Abatement Council of the decision to take remedial action.
- d. Remedial actions taken by the Abatement Council, in accordance with the due process principles detailed above, shall be considered final non-appealable orders and offending Regions may not seek judicial relief from remedial action taken by the Abatement Council, except as provided in Section (H), below.
- e. Subject to Section (H)(2), below, if any Party(ies) believes the Abatement Council violated the terms of this MOU, such Party(ies) may seek to enforce the terms of this MOU.

14. If the Abatement Council has reason to believe a Region's conduct, or the conduct of any Participating Local Government or individual in that Region, amounts to a violation of any criminal law, the Abatement Council shall refer such matters to the appropriate authorities and may consider such conduct in its determination of any remedial action to be taken.

15. If the Abatement Council has reason to believe that an individual involved in the receipt or administration of Opioid Funds from the Regional Share has violated any applicable ethics rules or codes, the Abatement Council shall not attempt to adjudicate such a violation. In such instances, the Abatement Council shall lodge a complaint with the appropriate forum for handling such ethical matters, such as a local home rule municipality's ethics board.

16. Costs associated with the Abatement Council's distribution and oversight of the Regional Share, as described above in this Section (F), including costs associated with any remedial action by the Abatement Council, shall be paid from the Statewide

³ Only an alleged offending Region may request the appointment of a third-party hearing officer to review any written responses and conduct any requested hearings. If an alleged offending Region makes such a request, the Abatement Council has sole discretion to appoint the third-party hearing officer and the alleged offending Region shall bear the cost of such review and/or hearing by the third-party hearing officer.

Infrastructure Share. The Abatement Council shall make all good faith efforts to limit such costs to the greatest extent possible.

G. Statewide Infrastructure Share

1. In accordance with Sections B(1) and (B)(2)(d), and the terms of any Settlement, the Statewide Infrastructure Share shall be paid to any Party or Regional Council in accordance with this Section (G).
2. The purpose of the Statewide Infrastructure Share is to promote capital improvements and provide operational assistance for developing or improving the infrastructure necessary to abate the opioid crisis anywhere within the State of Colorado. The Statewide Infrastructure Share is intended to supplement Opioid Funds received by any Party or Region.
3. Prior to distributing any Opioid Funds from the Statewide Infrastructure Share, the Abatement Council shall establish and publish policies and procedures for the distribution and oversight of the Statewide Infrastructure Share, including processes for Parties or Regions to apply for Opioid Funds from the Statewide Infrastructure Share. The Abatement Council's policies and procedures shall, at a minimum, reflect the following principles:
 - a. Opioid Funds from the Statewide Infrastructure Share shall be used for Approved Purposes only;
 - b. Opioid Funds from the Statewide Infrastructure Share shall be paid directly to the appropriate state agencies (including but not limited to the Colorado Department of Law), Regional fiscal agents, or Participating Local Governments only;
 - c. Distribution and oversight of the Statewide Infrastructure Share shall comply with the terms of this MOU and any Settlement;
 - d. Appropriate processes for remedial action will be taken against Parties or Regions that misuse Opioid Funds from the Statewide Infrastructure Share. Such processes shall include procedures for alleged offending Parties or Regions to challenge or dispute such remedial action; and
 - e. Limitations on administrative costs to be expended by recipients for administering Opioid Funds received from the Statewide Infrastructure Fund, not to exceed actual costs expended by the recipient or 10% of the amount received, whichever is less.
4. The distribution and oversight policies and procedures developed by the Abatement Council, in accordance with Section (G)(3), shall be non-appealable orders and no Party or Region may seek judicial relief related to the distribution and oversight of the Statewide Infrastructure Share.

5. On an annual basis, as determined by the Abatement Council, any Party or Regional Council that receives funds from the Statewide Infrastructure Share shall provide all expenditure data, including administrative costs, related to any Opioid Funds it received from the Statewide Infrastructure Share and subject itself to an accounting as required by the Abatement Council. The Abatement Council shall publish all expenditure data from the Statewide Infrastructure Share in accordance with Section (C)(4)(c)(i). The Abatement Council may require the Parties or Regional Councils that receive funds from the Statewide Infrastructure Share to provide additional outcome related data in accordance with Section (C)(4)(c)(ii) and the Parties or Regional Councils shall comply with such requirements.
6. Costs associated with the Abatement Council's distribution and oversight of the Statewide Infrastructure Share, as described in this Section (G), shall be paid for from the Statewide Infrastructure Share. The Abatement Council shall make all good faith efforts to limit such costs to the greatest extent possible.

H. General Terms

1. All Parties and Regional Councils shall maintain all records related to the receipt and expenditure of Opioid Funds for no less than five (5) years and shall make such records available for review by the Abatement Council, any other Party or Regional Council, or the public. Records requested by the public shall be produced in accordance with Colorado's open records laws. Records requested by the Abatement Council or another Party or a Regional Council shall be produced within twenty-one (21) days of the date the record request was received. This requirement does not supplant any Party or Regional Council's obligations under Colorado's open records laws.
2. If any Party(ies) believes the Abatement Council has violated the terms of this MOU, the alleging Party(ies) may seek to enforce the terms of this MOU, provided the alleging Party(ies) first provides notice to the Abatement Council of the alleged violation and a reasonable opportunity to cure the alleged violation. In such an enforcement action, the alleging Party(ies) may only seek to enforce the terms of the MOU against the State and the Participating Local Governments from which the Local Government Members of the Abatement Council were appointed and may only seek declaratory and/or injunctive relief. In defense of such an enforcement action, the State's Members of the Abatement Council shall be represented by the State and the Local Government Members shall be represented by the Participating Local Governments from which the Local Government Members were appointed. In the event of a conflict, the Abatement Council and its Members may seek outside representation to defend itself against such an enforcement action.
3. If any Party(ies) believes another Party(ies), not including the Abatement Council, violated the terms of this MOU, the alleging Party(ies) may seek to enforce the terms of this MOU in the court in which any applicable Settlement(s) was entered, provided the alleging Party(ies) first provide the alleged offending Party(ies)

notice of the alleged violation(s) and a reasonable opportunity to cure the alleged violation(s). In such an enforcement action, any alleging Party or alleged offending Party(ies) may be represented by their respective public entity in accordance with Colorado law.

4. Nothing in this MOU shall be interpreted to waive the right of any Party to seek judicial relief for conduct occurring outside the scope of this MOU that violates any Colorado law. In such an action, the alleged offending Party(ies), including the Abatement Council, may be represented by their respective public entities in accordance with Colorado law. In the event of a conflict, any Party, including the Abatement Council and its Members, may seek outside representation to defend itself against such an action.
5. If any Party(ies) believes another Party(ies), Region(s), or individual(s) involved in the receipt, distribution, or administration of Opioids Funds has violated any applicable ethics codes or rules, a complaint shall be lodged with the appropriate forum for handling such matters, such as a local home rule municipality's ethics board.
6. If any Party(ies) believes another Party(ies), Region(s), or individual(s) involved in the receipt, distribution, or administration of Opioid Funds violated any Colorado criminal law, such conduct shall be reported to the appropriate criminal authorities.
7. Venue for any legal action related to this MOU shall be in a court of competent jurisdiction where any applicable Settlement(s) is entered.
8. Because recovery under the terms of different Settlement(s) may vary depending on the number of Parties required to effectuate a Settlement, the Parties may conditionally agree to sign on to the MOU through a letter of intent, resolution or similar written statement, declaration or pronouncement declaring their intent to sign on to the MOU if the threshold for Party participation in a specific Settlement is achieved.⁴
9. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this MOU. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq.* The Parties agree not to deny the legal effect or enforceability of the MOU solely because it is in electronic form or

⁴ For instance, the July 21, 2021 "Distributor Settlement Agreement" includes a "Subdivision Settlement Agreement Form" that, once filled out and executed, is meant to indicate that Local Government's (or Subdivision's) election to participate in that Distributor Settlement and also, to require that Local Government to take steps to formally release any claim it may have against the Settling Distributors. With regard to the Distributor Settlement Agreement or any other Settlements that include a form similar to the Subdivision Settlement Agreement Form, the Parties may still conditionally agree to sign on to the MOU if, for instance, the threshold for Party participation in a specific Settlement is achieved.

because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the MOU in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

10. Each party represents that all procedures necessary to authorize such Party's execution of this MOU have been performed and that the person signing for such Party has been authorized to execute the MOU.

I. Payment of Counsel and Litigation Expenses Through a Back-Stop Fund

1. Some Settlements, including the McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation ("Distributor") and Johnson & Johnson/Janssen ("J&J") settlements, may provide for the payment of all or a portion of the fees and litigation expenses owed by Participating Local Governments to counsel specifically retained to file suit in the opioid litigation. If any Settlement is insufficient to cover the fee obligations of the Participating Local Governments (as discussed and modified by Judge Polster's Order of August 6 regarding fees for the Distributor and J&J settlements), the deficiencies will be covered as set forth in further detail below.
2. The Parties also recognize that, as in the Distributor and J&J settlements, certain Opioid Settling Defendants may offer premiums benefiting the entire state of Colorado when Participating Local Governments agree to the Settlement(s), thereby settling their claims in their on-going lawsuits. For example, below is the chart illustrating how Incentive Payment B (a 25% premium to the entire state) works in the Distributor Settlement at Section IV.F.2.b (p. 20):

Percentage of Litigating Subdivision Population that is Incentive B Eligible Subdivision Population⁵	Incentive Payment B Eligibility Percentage
Up to 85%	0%
85%+	30%
86+	40%
91+	50%
95+	60%
99%+	95%
100%	100%

3. If the court in *In Re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio), or if a Settlement establishes a common benefit fund or similar device to compensate attorneys for services rendered and expenses incurred that have benefited plaintiffs generally in the litigation (the "Common Benefit Fund"),

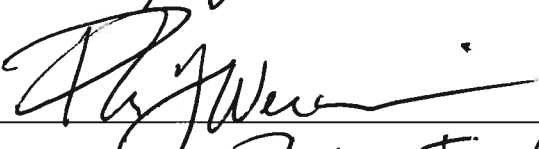
and/or requires certain governmental plaintiffs to pay a share of their recoveries from defendants into the Common Benefit Fund (“Court-Ordered Common Benefit Fund Assessment”), then the Participating Local Governments shall be required to first seek to have their attorneys’ fees and expenses paid through the Common Benefit Fund.

4. For the Distributor and J&J settlements only, counsel for Participating Local Governments shall have their expenses otherwise recoverable from Colorado Participating Local Governments compensated only through the Common Benefit Fund(s) established in those settlement(s). For the avoidance of doubt, counsel for Participating Local Governments may recover their attorneys’ fees through the Distributor and J&J settlements and through the other applicable provisions of this Section (I).
5. In addition, as a means of covering any deficiencies in paying counsel for Participating Local Governments, a supplemental Colorado Attorney Fee Back-Stop Fund shall be established. The Colorado Attorney Fee Back-Stop Fund is to be used to compensate counsel for Participating Local Governments that filed an initial complaint in the opioid litigation by September 1, 2020 (“Litigating Participating Local Governments”).
6. Payments out of the Colorado Attorney Fee Back-Stop Fund shall be determined by a committee (the “Opioid Fee and Expense Committee”). The Opioid Fee and Expense Committee shall consist of the following five (5) members:
 - a. One (1) member appointed by CCI from a litigating county or from a litigating county and city municipal corporation;
 - b. One (1) member appointed by CML from a litigating city;
 - c. One (1) member appointed jointly by CCI and CML from a non-litigating county or city;
 - d. One (1) member appointed by the Attorney General’s Office; and
 - e. One (1) neutral member jointly appointed by all of the other members listed above.
7. The Colorado Attorney Fee Back-Stop Fund shall be funded as follows from any Settlement, excluding settlements involving McKinsey and payments resulting from the Purdue or Mallinckrodt bankruptcy. For purposes only of calculating the funding of the Colorado Attorney Fee Back-Stop Fund, the Parties deem 58% of the total LG Share and Regional Share to be attributable to the Litigating Local Governments. The Colorado Attorney Fee Back-Stop Fund shall be funded by 8.7% of the total LG Share and 4.35% of the total Regional Share at the time such funds are actually received. No funds deposited into the Colorado Attorney Fee Back-Stop Fund will be taken from the Statewide Infrastructure Share or State Share.

8. Counsel for Litigating Participating Local Governments may apply to the Colorado Attorney Fee Back-Stop Fund only after applying to the Common Benefit Fund.
9. Counsel for Litigating Participating Local Governments may apply to the Colorado Attorney Fee Back-Stop Fund for only a shortfall – that is, the difference between what their fee agreements would entitle them to (as limited by this Section (I)) minus what they have already collected from the Common Benefit Fund (including both the “common benefit” and “contingency fee” calculations, if any). If they receive fees/costs for common benefit work in the national fee fund, these fees/costs will be allocated proportionately across all their local government opioid clients based on the allocation model used in the Negotiation Class website to allocate the appropriate portion to Colorado clients.
10. Counsel for Litigating Participating Local Governments are limited to being paid, at most, and assuming adequate funds are available in any Common Benefit Fund and Colorado Attorney Fee Back-Stop Fund, fees in an amount equal to 15% of the LG Share and 7.5% of the Regional Share attributable to their Colorado clients.
11. Any funds remaining in the Colorado Attorney Fee Back-Stop Fund in excess of the amounts needed to cover the fees and litigation expenses owed by Litigating Participating Local Governments to their respective counsel shall revert to the Participating Local Governments according to the allocations described in Sections (E) and (F). Every two years, the Opioid Fee and Expense Committee shall assess the amount remaining in the Colorado Attorney Fee Back-Stop Fund to determine if it is overfunded.
12. Despite the fact that a litigating entity bonus benefits the entire state, no portion of the State Share shall be used to fund the Colorado Attorney Fee Back-Stop Fund or in any other way to fund any Participating Local Government’s attorneys’ fees and expenses. Because the state did not hire outside counsel, any funds for attorneys fees that the state receives from the J&J and Distributor settlement will be deposited into the State Share.
13. To participate in the Colorado Attorney Fee Back-Stop Fund, counsel must follow the requirements of C.R.S. § 13-17-304.

This **Colorado Opioids Settlement Memorandum of Understanding** is signed

this 26 day of August, 2021 by:



Name & Title Philip J. Weiser, Attorney General
On behalf of State of Colorado

This **Colorado Opioids Settlement Memorandum of Understanding** is signed

this ____ day of _____, ____ by:

Colorado Attorney General Philip J. Weiser

NON-PROCUREMENT DOCUMENTS ONLY
ROUTE THROUGH DOCUSIGN – NOT ORACLE

ROUTING COVER SHEET

Document Details	
Document Type	Grant Agreement
Parties	
County Contact Information	
Boulder County Legal Entity	Boulder County
Department	Community Services Department
Division/Program	Community Services
Mailing Address	P.O. Box 471, Boulder, CO 80306
Contract Contact – Name, email	Kelly Veit, kveit@bouldercounty.gov / Tucker Eurman, teurman@bouldercounty.gov
Invoice Contact – Name, email	Kelly Veit, kveit@bouldercounty.gov / Tucker Eurman, teurman@bouldercounty.gov
Other Party Contact Information	
Name	Colorado Opioid Abatement Council (COAC)
Mailing Address	1300 Broadway, 10 th Floor, Denver, CO 80203
Contact 1 – Name, title, email	COAC@coag.gov
Contact 2 – Name, title, email	N/A
Term	
Start Date	7/1/2025
Expiration Date	7/1/2027
Brief Description of Work/Services Provided	
<p>This grant award is in partnership with Broomfield County and Clinica Family Health and Wellness. It has been vetted by the Boulder County Regional Opioid Council, chaired by Commissioner Levy, and facilitated by Community Services. The funding will aid in the buildout of an acute care substance use treatment center in Louisville. The main components of the grant are infrastructure buildout; launching a full continuum of treatment and recovery-based services within the space; and investigating integration of Clinica's Electronic Health Record system with the various referral platforms in use among Broomfield and Boulder Counties.</p>	
Revenue Contract/Lease Details	
Amount	\$500,000
Fixed Price or Not-to-Exceed?	Not-to-Exceed
Grant Details	
Award # (if any)	N/A
Signature Deadline	N/A
Project/Program Name	On-ramp to Resilience
Project/Program Start Date	7/1/25
Project/Program End Date	7/1/27
Capital or Operating?	Capital
Grant Funding	
Amount: Federal Funds	\$0.00
Amount: State Funds	\$500,000
Amount: Other (specify)	\$0.00
Amount: Match (dollars)	\$0.00
Amount: Match (in-kind)	\$0.00
Total Project Budget	\$500,000

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Account String	N/A
Federally Funded Grants	
Federal Program Name	N/A
CFDA #	N/A
Subrecipients	
Name(s)	City and County of Broomfield
Services to be Provided	Participation in planning and integrating Clinica's referral system. Broomfield will make referrals to the center once it has opened as it will serve both Broomfield and Boulder counties.
Subaward Amount	\$0.00
Subcontractors	
Name(s)	Clinica Family Health and Wellness
Services to be Provided	Funds will be used for remodeling the building which will be used for the treatment center. Start up costs and work on integrating their referral system with the two counties.
Subcontract Amount	\$500,000
File Net Contract Details - Details should precisely match search variables in File Net (Only required where Original Agreement is stored in File Net)	
Other Party Name	N/A
Start Date	N/A
End Date	N/A
Amount	N/A
Notes	
<i>Additional information not included above</i>	
The COAC has approved the workplan and budget and will be dispersing funds based on what was submitted in that proposal. They are utilizing the main Opioid MOU as their terms for use of infrastructure funds. I have included the workplan and budget that was approved, and the MOU for reference. The details of the Infrastructure Grant share are in Section G of the MOU.	

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

_____ **Paralegal** [ONLY FOR: Revenue Contracts]

Use email: CAParalegalsDTC@bouldercounty.org

VP

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

Use email: ca@bouldercounty.org

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

Use email: mtusinski@bouldercounty.org

JL

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

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RB

Use email: grants@bouldercounty.gov

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

Issued: 05/14/2025



Colorado Opioid Abatement Council (COAC) Infrastructure Evaluation Committee

To: Prospective Awardees of the Colorado Opioid Abatement Council
RE: Award Memorandum (5.14.2025) | COAC Round 3 Infrastructure Funding Opportunity
From: Colorado Opioid Abatement Council (correspondence via coac@coag.gov)

On May 14, 2025, the Colorado Opioid Abatement Council (COAC) voted to award \$5 million in Round 3 Infrastructure Share funding to 12 Awardees across the state of Colorado. Among the approved projects, the COAC voted to award \$500,000.00* in funding to Boulder County Regional Opioid Council, Broomfield County (Opioid Abatement Region 7), and Clinica Family Health and Wellness to support the project titled “On-ramp to Resilience Project.”

**Acceptance of funds indicates acceptance of the terms and conditions in this Award Letter and the approved Budget and Workplan. See Appendix A for a Glossary of Terms.*

Background on the Infrastructure Funding Opportunity

To assist in awarding Infrastructure Share funding, COAC assembled an Infrastructure Evaluation Committee, with administrative support from the Opioid Response Unit, to develop, solicit, review, and recommend applications for funding. The Round 3 Evaluation Committee, which represented 5 different opioid abatement regions of the state, was comprised of COAC members, community leaders, public officials, voices of lived experience, and a variety of subject matter experts.

46 eligible applications were received, totaling \$21 million in requested funds, and representing 90% of the opioid abatement regions of the state. The COAC voted to award 12 proposals, totaling \$5 million, for Infrastructure Share funding. 50% of the projects will serve rural regions and, in total, the Round 3 Awards will directly impact 13 of the 19 opioid abatement regions of the state.

Receipt of Award

Per the terms of the MOU, funds may only be transferred to appropriate state agencies, Regional Fiscal Agents (Fiscal Agent), or Participating Local Governments. Infrastructure Share funds may be held by either the State or third-party entities, often referred to as National Administrators, to be disbursed directly as a one-time, lump-sum transfer. After Awardees accept the terms of this Award Letter, the Administrator will gather additional financial information (if necessary) and notify the National Administrator to release funds. Round 3 Awards are expected to be disbursed Summer of 2025.

Note: Infrastructure Share funds cannot be used for expenses incurred by the Awardee prior to the issuance and acceptance of this Award Letter.

Budget Period

Awards must be spent within two years of the Award Date. Any use of funds beyond two years must be reviewed and approved by the COAC. The Administrator will encourage Awardees to follow a customized spending plan and commit to spending a certain percentage of funds by certain periods in the Award Cycle. Each Awardee’s spending plan will be unique. However, at a minimum, Awardees will be encouraged to align their spending plan with the following benchmarks:

- By month 6 of the Award Cycle, at least **25%** of the Award should be spent.
- By month 12 of the Award Cycle, at least **50%** of the Award should be spent.
- By month 18 of the Award Cycle, at least **75%** of the Award should be spent.
- By month 24 of the Award Cycle, **100%** of the Award should be spent.

In the spirit of ensuring funds are expended in a timely manner, a request to extend the Award Cycle shall be a discouraged practice for Awardees. However, if an Awardee is unable to reach the benchmarks described above or is at risk of spending funds unsustainably, it may be necessary to extend the Award Cycle. Please contact coac@coag.gov for questions related to Award Cycle extension.

Reporting Requirements

Awardees will be required to submit 2-3 annual Expenditure Reports, 7 quarterly progress reports, and 1 final report. All reports should align with the Awardee's approved Budget and Workplan. Unless otherwise notified by the COAC, Awardees are required to submit all of these reports, even if the Awardee expends their funds prior to the end of the Award Cycle. The COAC reserves the right to request audited profit and loss statements or additional financial documents at no additional cost to the COAC.

Expenditure Reports: Awardees are required to submit annual Expenditure Reports, using a format determined by COAC. On an annual basis, the COAC will publish (on the publicly available dashboard) all expenditure data from these Awards. The COAC may request additional information or virtual meetings as necessary to assist in reporting. Awardees are subject to any accounting as required by the COAC. A lack of response to such requests may be grounds for remedial action. The Awardee will be expected to comply with the terms of their approved Budget and Workplan.

Quarterly Progress Reports: Quarterly progress reports will be due to the COAC, using a format determined by the COAC, which may request additional information or virtual meetings as necessary to assist in reporting. A lack of response to such requests may be grounds for remedial action. The Awardee will be expected to comply with the terms of their approved Budget and Workplan. In quarterly progress reports, Awardees will be asked to provide a progress update on the Indicators listed in their application. If an Awardee wishes to make changes to the indicators listed in their application, please promptly notify the Administrator at coac@coag.gov. The precise schedule of quarterly progress reports will be determined and communicated to Awardees after funds have been received by all Awardees.

Final Report: In the final quarter of the Award Cycle, Awardees must submit one final report, using a template determined by COAC. The COAC reserves the right to request additional information, beyond the prompts contained in the template, including any necessary information to close out the Award.

Awardee Learning Forums

At least one representative from the Awardee's organization must attend quarterly (virtual) Awardee Learning Forums. Hosted by administrative staff at the Colorado Department of Law, these forums will cover a variety of relevant topics, including technical assistance, quarterly reporting, expenditure reporting, resource-sharing, Award management, and stories of success. Awardees will have the opportunity to raise questions, discuss challenges, receive support from Department of Law staff, and network with other Infrastructure and State Share recipients.

Please see below for the schedule of 2025-2026 Awardee Learning Forums:

- July 14, 2025, at 10:00AM
- October 14, 2025, at 1:00PM

- January 7, 2026, at 1:00PM
- April 8, 2026, at 1:00PM
- July 8, 2026, at 1:00PM
- October 7, 2026, at 1:00PM

Colorado Opioid Abatement Conference

Awardees are required to send at least one representative to attend the annual Colorado Opioid Abatement Conference. This Conference is held in-person and is a valuable opportunity to receive technical assistance, learn about statewide efforts to combat the opioid crisis, and participate in a community of practice with other funding recipients. Awardees may utilize funding from this Award to cover travel expenses for staff to attend the Conference. If your current Budget and Workplan does not include conference expenses, you may contact the Administrator at coac@coag.gov to request a budget amendment.

Budget Amendments

If an Awardee wishes to amend their Budget or Workplan at any point during the Award Cycle, a Budget and Workplan amendment must be submitted to coac@coag.gov. The updated amendment form will be made available to Awardees upon request. On behalf of COAC, DOL staff will review the requested amendment to ensure alignment with the terms of the original Award Letter, Approved Uses, and to prevent supplanting of funds. In the review process, DOL staff may request additional information to verify these components.

Interest

On December 18, 2024, the COAC issued its conclusion that, under the Colorado MOU and the national opioid settlement agreements, interest earned on Opioid Settlement Funds is considered “Opioid Funds” under the Colorado MOU. All Opioid Funds, including earned interest, must be used for opioid abatement Approved Purposes, found in [Exhibit E](#). All parties are expected to report on any earned interest and shall provide an explanation as to any expenditures of earned interest in the annual expenditure report.

Capital Assets

Consistent with the guidance of COAC and parameters of the MOU, Opioid Funds may be used to finance the purchase or renovation of capital assets so long as the assets are used for opioid abatement Approved Uses as described in [Exhibit E](#). Any capital asset financed with Opioid Settlement Funds shall be used for Approved Uses for seven (7) years from the Award Date. Awardees shall provide an annual report in a format determined by the COAC to the COAC regarding the status of the capital asset throughout the five-year period after the conclusion of the 2-year Award Cycle. If a capital asset is sold or is otherwise no longer used for Approved Uses within the seven-year window, the COAC may take remedial action per the COAC Remedial Procedures. The COAC recommends that capital assets financed with opioid settlement funds be used for Approved Uses for their asset life cycle beyond the seven-year monitoring period.

Remedial Procedures

Any remedial action taken against Awardees that misuse funds from the Infrastructure Share shall be in accordance with the [COAC Remedial Procedures – Statewide Infrastructure Funds](#). Please contact coac@coag.gov for further questions, or to request a PDF version of the COAC Remedial Procedures.

As the designated administrative support for the Colorado Opioid Abatement Council, the Opioid Response Unit

developed this document. Please email coac@coag.gov with questions regarding these materials and requirements.

Appendix A: Glossary of Terms

Term	Definition
Administrative Costs	Expenses associated with overseeing and administering Opioid Funds (including but not limited to legal expenses, procurement/contract administration, fiscal accounting/reporting, etc.). Administrative costs shall not exceed 10% of actual costs expended by the recipient or 10% of the amount received, whichever is less.
Approved Uses	Approved Uses are forward-looking strategies, programming, and services to abate the opioid epidemic as identified in Exhibit E, Schedule B of the national opioid Settlements. Consistent with the terms of any Settlement, "Approved Uses" shall also include the reasonable administrative costs associated with overseeing and administering Opioid Funds.
Awardee(s)	The entity or entities approved by COAC to receive Infrastructure Share funding.
Award Cycle	The 24-month period within which an Awardee must expend their funding. The Award Cycle will expire 24-months after the Award Date, unless otherwise determined by COAC.
Award Date	The date upon which the Award Letter is issued. Award Letters will be sent from coac@coag.gov to the prospective Awardees.
Award Letter	The official letter sent from coac@coag.gov to Awardees detailing the terms of the award. The Award Letter will be generated after COAC has made its final determinations. <i>Please note: Expenses incurred by the Awardee prior to the issuance of the Award Letter cannot be claimed under the terms of the award.</i>
Budget and Workplan	The Budget and Workplan (available as a template on the COAC webpage) provides a comprehensive summary of an Applicant's budget proposal, as well as their program/project goals, activities, deliverables, and data indicators/outcomes. <i>Please note: The Budget and Workplan are housed within the same Excel document but separated by two distinct tabs.</i>
Colorado Opioid Settlement Memorandum of Understanding (MOU)	The Colorado Opioid Settlement Memorandum of Understanding (MOU) establishes the framework for distribution and oversight of Opioid Funds.
Colorado Opioid Abatement Council (COAC)	The Colorado Opioid Abatement Council was created to ensure that the distribution of Opioid Funds complies with the terms of the MOU and of any Settlement, and to provide oversight and an accounting of all Opioid Funds in accordance with the terms of the MOU. The Council is responsible for oversight of Opioid Funds from the Regional Share, and for developing processes and procedures for the distribution and oversight of Opioid Funds from the Statewide Infrastructure Share, all in accordance with the terms of the MOU. The Council is made up of 13 members, 6 voting members appointed by local government representatives, 6 voting members appointed by the state, and a chair who may only vote in the event of a tie.

COAC Remedial Procedures – Statewide Infrastructure Funds	Procedures adopted by the COAC to remediate any misuse of Opioid Funds from the Statewide Infrastructure Share. Available at https://coag.gov/app/uploads/2023/04/COAC-Infrastructure-Share-Remedial-Procedures-10.17.22-Adopted-11.10.22.pdf
Colorado Department of Law (DOL)	The Colorado Department of Law, also known as the Colorado Attorney General’s Office, provides administrative support to the Colorado Opioid Abatement Council (COAC), including administration of Infrastructure Share funding opportunities.
Expenditure Reports	According to Section (G)(5) of the MOU: “On an annual basis, as determined by the [COAC], any Party or Regional Council that receives funds from the Statewide Infrastructure Share shall provide all expenditure data, including administrative costs, related to any Opioid Funds it received from the Statewide Infrastructure Share and subject itself to an accounting as required by the Abatement Council. The Abatement Council shall publish all expenditure data from the Statewide Infrastructure Share in accordance with Section (C)(4)(c)(i). The Abatement Council may require the Parties or Regional Councils that receive funds from the Statewide Infrastructure Share to provide additional outcome related data in accordance with Section (C)(4)(c)(ii) and the Parties or Regional Councils shall comply with such requirements.”
Fiscal Agent	Per the terms of the MOU, each Regional Opioid Abatement Council must have a Fiscal Agent that is either a county or municipal government. For the purposes of the Infrastructure Share, ROACs may only receive funding via their designated Fiscal Agent.
Fiscal Contact	The individual primarily responsible for financial management of the award, including submission of annual expenditure reporting. The Awardee is responsible for promptly notifying the DOL should there be a change in Fiscal Contact.
Implementing Organizations	Entities other than the Applicant that are either supporting or part of a collaborative application. Nongovernmental entities, such as non-profit organizations, may be part of the collaborative partnership proposed in the application, so long as the primary Applicant is considered eligible to apply.
Indicators	Developed by the Johns Hopkins Bloomberg School of Public Health, these data Indicators (available in Appendix B) are measurement tools used to determine if a project/program is working as expected and achieving its intended outcomes.
National Administrators	Refers to the various third-party entities responsible for the direct disbursement of national opioid Settlement funds.
Opioid Settlement Funds (Opioid Funds)	Opioid Funds shall mean damage awards obtained through a Settlement.
Participating Local Governments (PLGs)	“[A]ll Local Governments that sign[ed the] MOU, and if required under terms of a particular Settlement, who have executed a release of claims with the Opioid Settlement Defendant(s)” [Section (A)(9) of the MOU]
Primary Contact	The individual primarily responsible for oversight of the program/project proposed in the application.

Regional Opioid Abatement Councils (ROACs)	The Regional Opioid Abatement Councils (ROACs) were formed by county and municipality governments to create a governing body to manage Opioid Funds at a regional level. There are 19 Regions in Colorado, each governed by its respective ROAC. Each Region may draft its own intra-regional agreements, bylaws, or other governing documents to determine how the ROAC will operate. All voting members of ROACs are either elected officials or employees of local governments.
Settlement	"[T]he negotiated resolution of legal or equitable claims against an Opioid Settling Defendant when that resolution has been jointly entered into by the State and the Participating Local Governments, or by any individual Party or collection of Parties that opt to subject their Settlement to this MOU. Unless otherwise directed by an order from a United States Bankruptcy Court, 'Settlement' shall also include distributions from any liquidation under Chapter 7 of the United States Bankruptcy Code or confirmed plan under Chapter 11 of the United States Bankruptcy Code that treats the claims of the State and Local Governments against an Opioid Settling Defendant." [Section (A)(13) of the MOU]



Section IV: Budget Template

Colorado Opioid Abatement Council
Round 3 Infrastructure Share Funding Opportunity (2024-25)

Name of Project/Program	On-ramp to Resilience Project	Principal Representative [Listed on Application] Name, Title, Phone and Email	Kelly Veit, Manager of Strategic Implementation, kveit@bouldercounty.gov
Name of Applicant (Organization)	Opioid Settlement Region 6, Boulder County	Primary Contact [Listed on Application] Name, Title, Phone and Email	Kelly Veit, Manager of Strategic Implementation, kveit@bouldercounty.gov
Applicant Type (Drop Down List)	Regional Opioid Abatement Council (ROAC)	Fiscal Contact [Listed on Application] Name, Title, Phone and Email	Emily McCluskey, Grants Specialist, emccluskey@bouldercount
Additional Implementing Organizations [If included in Application]	Opioid Settlement Region 7, Broomfield County Clinica Family Health and Wellness		



Instructions for Budget

List each planned expenditure	Select from the 6 official Budget Categories (see Tab 4 for more info): (1) Personnel services, (2) Contractual, (3) Materials & supplies, (4) Equipment, (5) Capital/construction, or (6) Administrative	Please select an Approved Use (Section and Sub-Section) for each budgeted item. All budgeted items must align with the list of Approved Uses (known as Exhibit E). To see the complete list of Approved Uses, please see Tab #3 of this Excel or visit https://coag.gov/app/uploads/2024/07/Exhibit-E-Schedule-B-Approved-Uses.pdf		Provide a description of how the budget line item will be purchased/sourced.	Provide a narrative description of the expenditure (if the budgeted item involves the purchase of materials/supplies, please provide an estimated quantity)
Budget Item	Budget Category (Drop Down List)	Approved Uses Section (Drop Down List) See Tab 3 for complete list of Approved Uses	Approved Uses Sub-Section (Drop Down List) See Tab 3 for complete list of Approved Uses	Vendor, Source, or Procurement Process (Optional)	Description of Item (See Tab 4 for further instructions based on the "Budget Category" selected)
Remodel of clinical offices wing	Capital/Construction	A. Treat Opioid Use Disorder	Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment ("MAT") approved by the U.S. Food and Drug Administration.		Remodeling current area into SUD and behavioral health clinical offices, including for SUD IOP, MAT services, clinical assessment, individual and group therapeutic interventions, etc.
Remodel of centralized psychaitric nursing station	Capital/Construction	A. Treat Opioid Use Disorder	Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment ("MAT") approved by the U.S. Food and		Remodeling current area into specialized psychiatric nursing station to facilitate safe and effective MAT services.
Remodel of bathrooms	Capital/Construction	A. Treat Opioid Use Disorder	Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment ("MAT") approved by the U.S. Food and Drug Administration.		The building space is being renovated from a former assisted living facility into behavioral health clinical care, thus removal of several bathrooms and conversion to other uses is necessary (e.g., group rooms, offices).
General remodel activities (e.g., demolition, electrical, plumbing, permitting)	Capital/Construction	A. Treat Opioid Use Disorder	Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment ("MAT") approved by the U.S. Food and		Remodel of the space to facilitate service delivery in alignment with project goals and activities, and Exhibit E Approved Uses.
Remodel finishing activities (e.g., flooring, paint)	Capital/Construction	A. Treat Opioid Use Disorder	Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment ("MAT") approved by the U.S. Food and Drug Administration.		Remodel of the space to facilitate service delivery in alignment with project goals and activities, and Exhibit E Approved Uses.
SHIE	Personnel Services	C. Connect People Who Need Help To The Help They Need Connections To Care	Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.		Building interoperability between two platforms to ensure that the client's wrap-around service needs are met

y.gov
Estimated dollar amount
Dollar Amount Requested
\$ 115,000.00
\$ 12,000.00
\$ 75,000.00
\$ 216,000.00
\$ 57,000.00
\$ 25,000.00

TOTAL AMOUNT REQUESTED					
Non-Required Budget Supplemental Question					
Q1: Is there additional information the COAC should consider when reviewing this budget? If yes, please detail below.					



Section IV: Workplan Template

Colorado Opioid Abatement Council
Round 3 Infrastructure Funding Opportunity (2024-25)

Instructions for Workplan

- 1) Select 3 high-level Goals for the project/program (some examples may include "Expand behavioral health services to 3 new counties" or "Establish a new facility" or "Expand access to opioid antagonists among high-risk populations")
2) For each Goal, list 1-5 Activities (some examples may include "Host quarterly calls with governmental partners" or "Expand staffing within the new facility" or "Stock naloxone kits in mobile kiosks")
3) For each Activity, identify the individual and/or organization responsible for completing the activity (this may be the primary Applicant, one of the implementing organizations, or one of the sub-contractors)
4) For each Activity, identify an Estimated Date of Completion (this must fall within 24 months of the Award Date; Round 3 Infrastructure Awards are estimated to be distributed in Summer/Fall of 2025)
5) For each Activity, include a Deliverable (some examples may include "Sign an integovernmental agreement" or "hire 2 full-time staff members" or "Distribute 2000 naloxone kits")

Goals and Activities should be SMART: Specific, Measurable, Achievable, Realistic, and Timely.*

***Applicants are encouraged to choose Goals and Activities that closely align with their submitted Application. Applicants are also encouraged to reflect on the Approved Uses (see tab 3 of this Excel sheet) when developing these Goals/Activities.**

Goal # 1:	<i>Establish a new facility to increase access to a full spectrum of SUD services for vulnerable populations across 2 counties (e.g., co-occurring SUD and MH challenges, poverty and low income, housing insecurity, BIPOC, LGBTQIA+), creating a dignified space where community members want to engage in services and reducing stigma associated with behavioral health services.</i>
Goal # 2:	<i>Provide co-located, coordinated services at the renovated facility to approximately 650 individuals. Services will include acute, outpatient, intensive outpatient, MAT, and SUD residential programming for community members experiencing substance use disorders and those with co-occurring mental health challenges, in alignment with Exhibit E Approved Uses Section A and Core Strategy B ("MAT distribution and other opioid-related treatment").</i>
Goal # 3:	<i>Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.</i>

Goal #1	Establish a new facility to increase access to a full spectrum of SUD services for vulnerable populations across 2 counties (e.g., co-occurring SUD and MH challenges, poverty and low income, housing insecurity, BIPOC, LGBTQIA+), creating a dignified space where community members want to engage in services and reducing stigma associated with behavioral health services.			
Activities (Planned activities to accomplish the Goal)		Individual and/or Organization Responsible for Completion	Estimated Date of Completion	Deliverables [Description of what will be accomplished]
1	Remodel to create a trauma-informed space that is welcoming and facilitates improved privacy and confidentiality for clients.	Clinica Family Health & Wellness	March 31, 2026	Contractor selected, subcontractor bids received and approved (e.g., electrical, plumbing, flooring, etc.), and remodel work completed
2	Complete staff move-in, with a staffing model that facilitates co-location of services along the full spectrum of care, including initial acute services all the way to residential treatment.	Clinica Family Health & Wellness	April 1, 2026	Complete transition plan for moving services from existing sites to newly-remodeled site, execute move, provide staff with on-site orientation and training (e.g., training on updated site-specific disaster response plan, where emergency equipment is stored, etc.)
3	Conduct outreach and community partner education, including attending community events with information about the co-located services available onsite.	Clinica Family Health & Wellness, Boulder County, Broomfield County	April 1, 2026	Outreach events and activities are completed, such as announcements of services in Boulder and Broomfield local publications, social media outreach, announcements at community stakeholder meetings, attendance at local events and health fairs, and others as identified. Complete client and partner communications to notify of relevant service location changes, provide clients with orientation to the site where relevant (e.g., where to check in for appointments, local bus route information, etc.).
4				
5				

Goal #2	Provide co-located, coordinated services at the renovated facility to approximately 650 individuals. Services will include acute, outpatient, intensive outpatient, MAT, and SUD residential programming for community members experiencing substance use disorders and those with co-occurring mental health challenges, in alignment with Exhibit E Approved Uses Section A and Core Strategy B ("MAT distribution and other opioid-related treatment").			
Activities (Planned activities to accomplish the Goal)		Individual and/or Organization Responsible for Completion	Estimated Date of Completion	Deliverables [Description of what will be accomplished]

1	Implement on-site service delivery of MAT, Outpatient, SUD IOP, Crisis, withdrawal management, and SUD residential services. This activity directly supports Exhibit E Approved Use Numbers A 0-2 and A 6-8.	Clinica Family Health & Wellness	April 6, 2026	Provide services to approximately 650 unduplicated individuals in support of assessment results and client-centered care planning to inform treatment goals.
2	Conduct staff cross-training to facilitate effective co-location of services along the full spectrum of care, such as workflows and documentation standards, as well as certifications and evidence-based practices like QMAP, CAC/LAC, overdose prevention, harm reduction, Moral Reconation Therapy, Seeking Safety, and Dialectical Behavior Therapy (DBT).	Clinica Family Health & Wellness	April 6, 2026	Complete identified training activities in alignment with CFHW Training Plan and policies, targeting 5-10 staff participating in QMAP and CAC/LAC certification trainings quarterly, and 10-15 staff members completing clinical trainings (e.g., DBT, MRT, overdose prevention, etc.).
3				
4				
5				

Goal #3	Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.			
Activities (Planned activities to accomplish the Goal)		Individual and/or Organization Responsible for Completion	Estimated Date of Completion	Deliverables [Description of what will be accomplished]
1	Establish the feasibility for a community-wide referral platform and SHIE.	Clinica Family Health & Wellness, Boulder County, Broomfield County		Develop an action plan identifying the steps necessary to implement the interoperatbility of the platform.
2	Enhance referral and health information exchange platform utilization by key partners by standardizing workflows and screening tools.	Clinica Family Health & Wellness, Boulder County, Broomfield County	April 1, 2026	Creating the standardized tools for use within the platform Training for staff in use of the standardized tools
3	Evaluate use and effectiveness of platform (e.g., UniteUs)	Clinica Family Health & Wellness, Boulder County, Broomfield County	June 1, 2026	Measure over time the number of referrals being made within the platform.
4	Participate in ongoing implementation efforts with Boulder and Broomfield County community partners, to develop and pilot an interoperability plan for integration between UniteUs and partner systems (ex -CFHW electronic health record, NextGen).	Clinica Family Health & Wellness, Boulder County, Broomfield County	July 1, 2026	Participation in collaborative community of practice meetings to ensure that all community organizations' needs are addressed in both Boulder and Broomfield.
5				

Approved Opioid Abatement Uses from Exhibit			
Section Letter	Section Name	Approved Use Number	Short Name
A	Treat Opioid Use Disorder	0	Treatment of Opioid Use Disorder (OUD) - (general)
A	Treat Opioid Use Disorder	1	Treatment services adhering to ASAM continuum of care
A	Treat Opioid Use Disorder	2	Treatment, including Medications for Opioid Use Disorder (MOUD)
A	Treat Opioid Use Disorder	3	Telehealth services
A	Treat Opioid Use Disorder	4	Opioid treatment programs (OTP) oversight
A	Treat Opioid Use Disorder	5	Mobile intervention, treatment, and recovery services
A	Treat Opioid Use Disorder	6	Trauma-informed care
A	Treat Opioid Use Disorder	7	Withdrawal management services

A	Treat Opioid Use Disorder	8	Training on Medication Addiction Treatment (MAT)
A	Treat Opioid Use Disorder	9	Workforce development - addiction professionals
A	Treat Opioid Use Disorder	10	Fellowships for addiction medicine specialists
A	Treat Opioid Use Disorder	11	Workforce development - behavioral health workers
A	Treat Opioid Use Disorder	12	Waiver training to prescribe MAT for OUD
A	Treat Opioid Use Disorder	13	Web-based training curricula
A	Treat Opioid Use Disorder	14	Dissemination or development of provider curricula
B	Support People In Treatment And Recovery	0	Recovery services (general)
B	Support People In Treatment And Recovery	1	Full continuum of care of recovery services
B	Support People In Treatment And Recovery	2	Comprehensive wrap-around services

B	Support People In Treatment And Recovery	3	Counseling, peer-support, recovery case management, and residential treatment
B	Support People In Treatment And Recovery	4	Supportive/recovery housing and other housing assistance
B	Support People In Treatment And Recovery	5	Community support services, including social and legal services
B	Support People In Treatment And Recovery	6	Peer-recovery centers, and events
B	Support People In Treatment And Recovery	7	Transportation to treatment or recovery programs
B	Support People In Treatment And Recovery	8	Job services training
B	Support People In Treatment And Recovery	9	Recovery program expansion
B	Support People In Treatment And Recovery	10	Non-profit, community, and coalition - support for families
B	Support People In Treatment And Recovery	11	Stigma education - government staff
B	Support People In Treatment And Recovery	12	Community-wide stigma reduction

B	Support People In Treatment And Recovery	13	Culturally appropriate services
B	Support People In Treatment And Recovery	14	Recovery high schools
B	Support People In Treatment And Recovery	15	Hiring or training of behavioral health workers
C	Connect People Who Need Help To The Help They Need (Connections To Care)	0	Connection to care (General)
C	Connect People Who Need Help To The Help They Need (Connections To Care)	1	Substance use screening and referral
C	Connect People Who Need Help To The Help They Need (Connections To Care)	2	Screening, Brief Intervention and Referral to Treatment (SBIRT)
C	Connect People Who Need Help To The Help They Need (Connections To Care)	3	SBIRT for young adults in schools, criminal justice, probation etc.
C	Connect People Who Need Help To The Help They Need (Connections To Care)	4	SBIRT automation and technology
C	Connect People Who Need Help To The Help They Need (Connections To Care)	5	Emergency department navigators and on-call teams
C	Connect People Who Need Help To The Help They Need (Connections To Care)	6	Training for emergency room staff

C	Connect People Who Need Help To The Help They Need (Connections To Care)	7	Hospital linkage to care programs
C	Connect People Who Need Help To The Help They Need (Connections To Care)	8	Crisis stabilization centers
C	Connect People Who Need Help To The Help They Need (Connections To Care)	9	Post-overdose Emergency Medical Systems (EMS) and peer support
C	Connect People Who Need Help To The Help They Need (Connections To Care)	10	Peer support specialists and recovery coaches
C	Connect People Who Need Help To The Help They Need (Connections To Care)	11	Expand warm hand-off services to transition to recovery services
C	Connect People Who Need Help To The Help They Need (Connections To Care)	12	School-based supports for parents
C	Connect People Who Need Help To The Help They Need (Connections To Care)	13	Recovery-friendly workplaces
C	Connect People Who Need Help To The Help They Need (Connections To Care)	14	Employee assistance for healthcare workers with OUD
C	Connect People Who Need Help To The Help They Need (Connections To Care)	15	Non-profit and community - outreach for treatment
C	Connect People Who Need Help To The Help They Need (Connections To Care)	16	Centralized call centers

D	Address The Needs Of Criminal Justice-Involved Persons	0	Services for people involved in criminal justice system (general)
D	Address The Needs Of Criminal Justice-Involved Persons	1	Pre-arrest diversion strategies
D	Address The Needs Of Criminal Justice-Involved Persons	1.1	<div>?</div> Self-referral strategies such as Angel/PAARI
D	Address The Needs Of Criminal Justice-Involved Persons	1.2	Drug Abuse Response Team (DART) or Quick Response Teams (QRT)
D	Address The Needs Of Criminal Justice-Involved Persons	1.3	<div>?</div> "Naloxone Plus" strategies
D	Address The Needs Of Criminal Justice-Involved Persons	1.4	<div>?</div> Law Enforcement Assisted Diversion (LEAD)
D	Address The Needs Of Criminal Justice-Involved Persons	1.5	<div>?</div> Officer intervention strategies
D	Address The Needs Of Criminal Justice-Involved Persons	1.6	<div>?</div> Co-responder programs
D	Address The Needs Of Criminal Justice-Involved Persons	2	Pre-trial services
D	Address The Needs Of Criminal Justice-Involved Persons	3	Treatment and recovery courts with MAT

D	Address The Needs Of Criminal Justice-Involved Persons	4	Jail-based treatment, recovery or harm reduction services
D	Address The Needs Of Criminal Justice-Involved Persons	5	Re-entry from jail treatment, recovery or harm reduction services
D	Address The Needs Of Criminal Justice-Involved Persons	6	Critical time interventions
D	Address The Needs Of Criminal Justice-Involved Persons	7	Training on best practices for criminal justice involved persons
E	Address The Needs Of Pregnant Or Parenting Women and Their Families, Including Babies With Neonatal Abstinence Syndrome	0	Pregnant or parenting women support (general)
E	Address The Needs Of Pregnant Or Parenting Women and Their Families, Including Babies With Neonatal Abstinence Syndrome	1	Treatment, recovery, prevention for pregnant women
E	Address The Needs Of Pregnant Or Parenting Women and Their Families, Including Babies With Neonatal Abstinence Syndrome	2	Treatment and recovery for post-partum women
E	Address The Needs Of Pregnant Or Parenting Women and Their Families, Including Babies With Neonatal Abstinence Syndrome	3	Healthcare worker training on treatment for pregnant women with OUD
E	Address The Needs Of Pregnant Or Parenting Women and Their Families, Including Babies With Neonatal Abstinence Syndrome	4	Neonatal abstinence syndrome prevention, treatment, and care
E	Address The Needs Of Pregnant Or Parenting Women and Their Families, Including Babies With Neonatal Abstinence Syndrome	5	Training on NAS (Neonatal Abstinence Syndrome) and plans of safe care

E	Address The Needs Of Pregnant Or Parenting Women and Their Families, Including Babies With Neonatal Abstinence Syndrome	6	Child and family supports for women with Opioid Use Disorder (OUD)
E	Address The Needs Of Pregnant Or Parenting Women and Their Families, Including Babies With Neonatal Abstinence Syndrome	7	Child care services
E	Address The Needs Of Pregnant Or Parenting Women and Their Families, Including Babies With Neonatal Abstinence Syndrome	8	Trauma-informed behavioral health treatment
E	Address The Needs Of Pregnant Or Parenting Women and Their Families, Including Babies With Neonatal Abstinence Syndrome	9	Home-based wrap-around services
E	Address The Needs Of Pregnant Or Parenting Women and Their Families, Including Babies With Neonatal Abstinence Syndrome	10	Services for children impacted by caregiver use
F	Prevent Over-Prescribing And Ensure Appropriate Prescribing And Dispensing Of Opioids	0	Safe opioid prescribing (general)
F	Prevent Over-Prescribing And Ensure Appropriate Prescribing And Dispensing Of Opioids	1	Medical provider education on opioid prescribing
F	Prevent Over-Prescribing And Ensure Appropriate Prescribing And Dispensing Of Opioids	2	Provider education on safe opioid prescribing
F	Prevent Over-Prescribing And Ensure Appropriate Prescribing And Dispensing Of Opioids	3	Continuing medical education on safe opioid prescribing
F	Prevent Over-Prescribing And Ensure Appropriate Prescribing And Dispensing Of Opioids	4	Non-opioid pain treatment alternatives

F	Prevent Over-Prescribing And Ensure Appropriate Prescribing And Dispensing Of Opioids	5	Prescription Drug Monitoring Program (PDMP)
F	Prevent Over-Prescribing And Ensure Appropriate Prescribing And Dispensing Of Opioids	6	Prescription Drug Monitoring Program (PDMP) - overdose/naloxone data
F	Prevent Over-Prescribing And Ensure Appropriate Prescribing And Dispensing Of Opioids	7	Electronic prescribing
F	Prevent Over-Prescribing And Ensure Appropriate Prescribing And Dispensing Of Opioids	8	Pharmacy dispenser education
G	Prevent Misuse Of Opioids	0	Substance use prevention (general)
G	Prevent Misuse Of Opioids	1	Media prevention campaigns
G	Prevent Misuse Of Opioids	2	Evidence-based public education campaigns
G	Prevent Misuse Of Opioids	3	Education on safe drug disposal
G	Prevent Misuse Of Opioids	4	Drug take-back disposal programs
G	Prevent Misuse Of Opioids	5	Substance abuse prevention coalitions

G	Prevent Misuse Of Opioids	6	Community coalitions
G	Prevent Misuse Of Opioids	7	Non-profit and community - prevention support
G	Prevent Misuse Of Opioids	8	School and community prevention and education programs
G	Prevent Misuse Of Opioids	9	School-based or youth-focused programs to prevent drug misuse
G	Prevent Misuse Of Opioids	10	Community-based education or intervention services for at-risk youth & families
G	Prevent Misuse Of Opioids	11	Evidence-informed youth mental health curricula and programs
G	Prevent Misuse Of Opioids	12	Support greater access to mental health services and supports
H	Prevent Overdose Deaths And Other Harms (Harm Reduction)	0	Harm reduction programs or strategies (general)
H	Prevent Overdose Deaths And Other Harms (Harm Reduction)	1	Naloxone - distribution to targeted groups
H	Prevent Overdose Deaths And Other Harms (Harm Reduction)	2	Naloxone - distribution to communities

H	Prevent Overdose Deaths And Other Harms (Harm Reduction)	3	Naloxone - training and education
H	Prevent Overdose Deaths And Other Harms (Harm Reduction)	4	School staff naloxone training
H	Prevent Overdose Deaths And Other Harms (Harm Reduction)	5	Naloxone - data tracking
H	Prevent Overdose Deaths And Other Harms (Harm Reduction)	6	Public education for overdose prevention
H	Prevent Overdose Deaths And Other Harms (Harm Reduction)	7	Good samaritan laws - general public education
H	Prevent Overdose Deaths And Other Harms (Harm Reduction)	8	Good samaritan laws - first responder education
H	Prevent Overdose Deaths And Other Harms (Harm Reduction)	9	Syringe services and other harm reduction efforts for people who use drugs
H	Prevent Overdose Deaths And Other Harms (Harm Reduction)	10	Infection disease testing and treatment
H	Prevent Overdose Deaths And Other Harms (Harm Reduction)	11	Mobile harm reduction and referral services
H	Prevent Overdose Deaths And Other Harms (Harm Reduction)	12	Training in harm reduction strategies

H	Prevent Overdose Deaths And Other Harms (Harm Reduction)	13	Routine clinical toxicology screening and testing
I	First Responders	1	First responder education specific to fentanyl and other substances
I	First Responders	2	Wellness and trauma support for first responders
J	Leadership, Planning And Coordination	0	Leadership, planning, and coordination (general)
J	Leadership, Planning And Coordination	1	Statewide, regional, local, or community planning
J	Leadership, Planning And Coordination	2	Data dashboards
J	Leadership, Planning And Coordination	3	Infrastructure, staffing at government or not-for-profit agencies
J	Leadership, Planning And Coordination	4	Government oversight and management of opioid abatement programs
K	Training	0	Training on opioid abatement (general)
K	Training	1	Staff training and networking for opioid abatement

K	Training	2	Collaborative cross-systems coordination infrastructure and staffing
L	Research	0	Opioid abatement research (general)
L	Research	1	Monitoring, surveillance, data collection and evaluation
L	Research	2	Research non-opioid treatment of chronic pain
L	Research	3	Research on improved service delivery
L	Research	4	Research on novel harm reduction and prevention efforts
L	Research	5	Research on improved detection of mail-based synthetic opioids
L	Research	6	Research for swift/certain fair criminal justice models
L	Research	7	Epidemiological surveillance of OUD-related behaviors
L	Research	8	Qualitative and quantitative research regarding public health risks

L	Research	9	Geospatial analysis of barriers to treatment
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E, Schedule B of the National Opioid Settlements

Approved Uses (Exhibit E, Schedule B)

Support treatment of Opioid Use Disorder (“OUD”) and any co-occurring Substance Use Disorder or Mental Health (“SUD/MH”) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (“MAT”) approved by the U.S. Food and Drug Administration.

Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“ASAM”) continuum of care for OUD and any co-occurring SUD/MH conditions.

Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

Improve oversight of Opioid Treatment Programs (“OTPs”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

Provide treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas

Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“DATA 2000”) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.

Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication– Assisted Treatment.

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.

Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

Create and/or support recovery high schools.

Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

Purchase automated versions of SBIRT and support ongoing costs of the technology

Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.

Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.

Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

Expand warm hand-off services to transition to recovery services.

Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

Develop and support best practices on addressing OUD in the workplace.

Support assistance programs for health care providers with OUD.

Engage non-profits and the faith community as a system to support outreach for treatment.

Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“PAARI”);

Active outreach strategies such as the Drug Abuse Response Team (“DART”) model;

“Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“LEAD”) model;

Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise

Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison

Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

Support critical time interventions (“CTI”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (“NAS”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH condition

Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.

Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.

Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.

Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.

Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).

Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

Continuing Medical Education (CME) on appropriate prescribing of opioids.

Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

including, but not limited to, improvements that: 1. Increase the number of prescribers using PDMPs; 2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or 3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT

Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

Increasing electronic prescribing to prevent diversion or forgery.

Educating dispensers on appropriate opioid dispensing.

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

Funding media campaigns to prevent opioid misuse.

Corrective advertising or affirmative public education campaigns based on evidence.

Public education relating to drug disposal.

Drug take-back disposal or destruction programs.

Funding community anti-drug coalitions that engage in drug prevention efforts.

access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).

Engaging non-profits and faith-based communities as systems to support prevention.

Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.

Public health entities providing free naloxone to anyone in the community.

Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.

Public education relating to emergency responses to overdoses.

Public education relating to immunity and Good Samaritan laws.

Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

Supporting screening for fentanyl in routine clinical toxicology testing.

Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment E-14 intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.

cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

Provide resources to staff government oversight and management of opioid abatement programs.

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

Support opioid abatement research that may include, but is not limited to, the following

Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.

Research non-opioid treatment of chronic pain.

Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

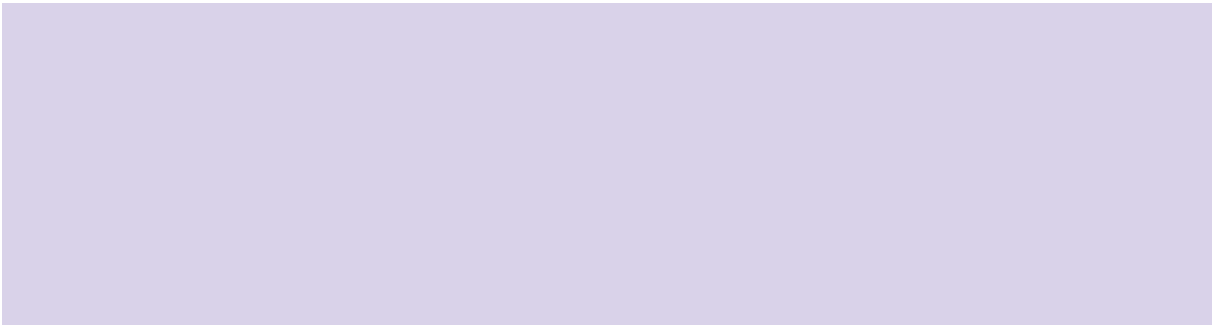
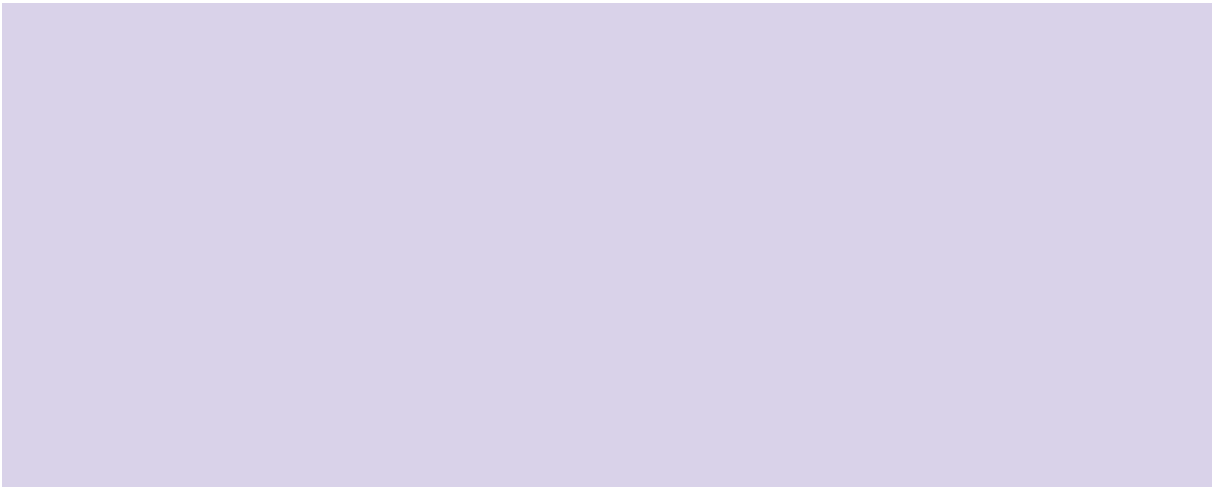
Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

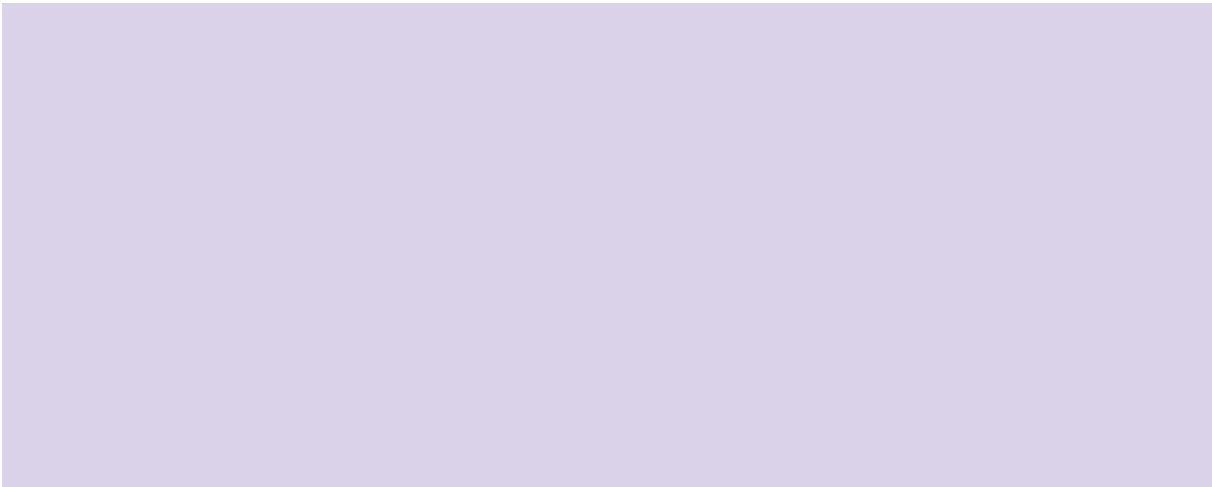
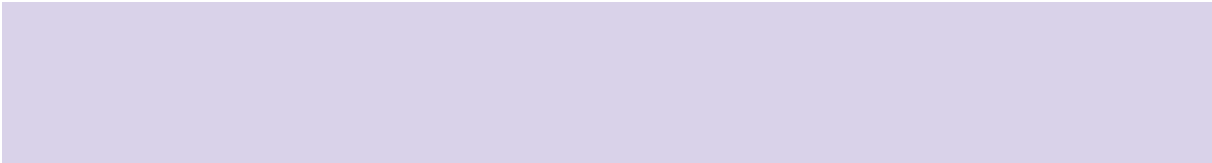
Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g., Hawaii HOPE and Dakota 24/7).

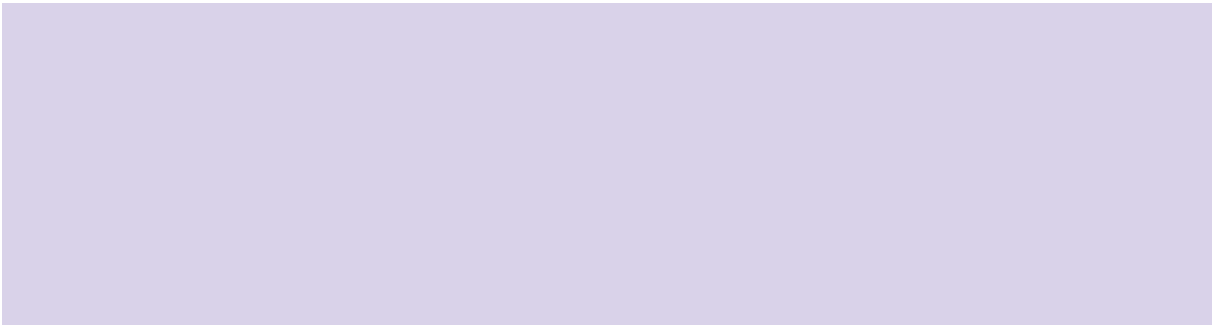
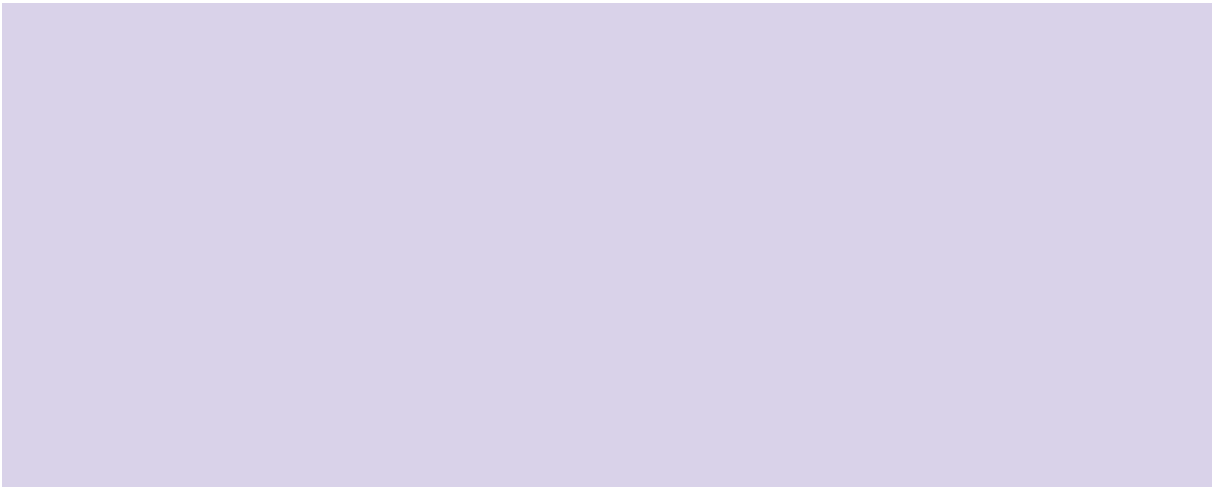
Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“ADAM”) system.

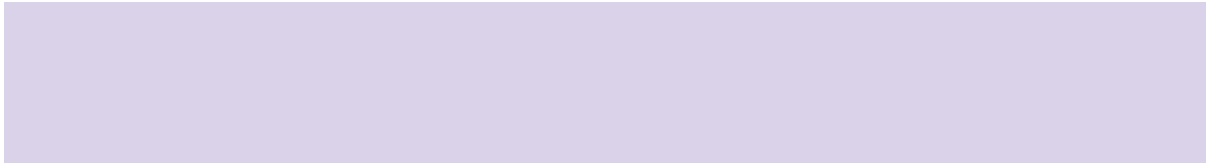
Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

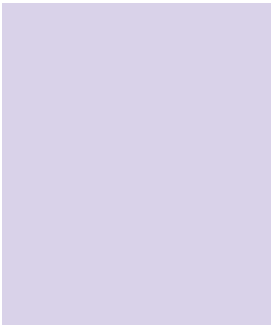
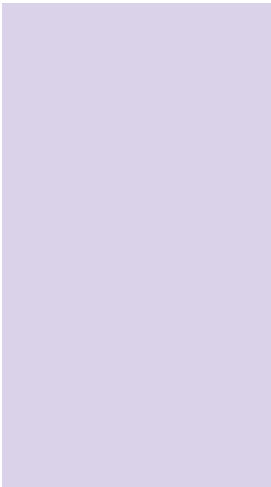
Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

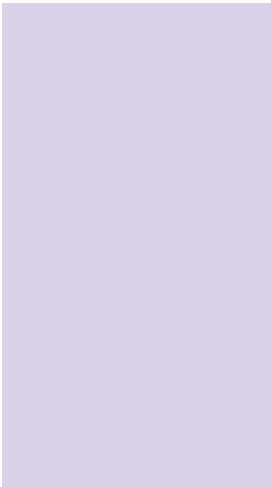
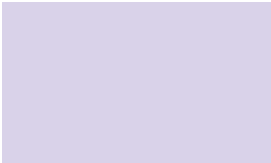














Section IV: Budget Template

Colorado Opioid Abatement Council

Round 3 Infrastructure Share Funding Opportunity (2024-25)

Name of Project/Program	On-ramp to Resilience Project	Kelly Veit, Manager of Strategic Implementation, kveit@bouldercounty.gov
Name of Applicant (Organization)	Opioid Settlement Region 6, Boulder County	Kelly Veit, Manager of Strategic Implementation, kveit@bouldercounty.gov
Applicant Type (Drop Down List)	Regional Opioid Abatement Council (ROAC)	Emily McCluskey, Grants Specialist, emcluskey@bouldercounty.gov
Additional Implementing Organizations [If included in Application]	Opioid Settlement Region 7, Broomfield County Clinica Family Health and Wellness	

Instructions for Budget

List each planned expenditure	Select from the 6 official Budget Categories (see Tab 4 for more info): (1) Personnel services, (2) Contractual, (3) Materials & supplies, (4) Equipment, (5) Capital/construction, or (6) Administrative	Provide a narrative description of the expenditure (if the budgeted item involves the purchase of materials/supplies, please provide an estimated quantity)	Estimated dollar amount
Budget Item	Budget Category	Description of Item	Dollar Amount
Remodel of clinical offices wing	Capital/Construction	Remodeling current area into SUD and behavioral health clinical offices, including for SUD IOP, MAT services, clinical assessment, individual and group therapeutic interventions, etc.	\$115,000.00
Remodel of centralized psychaitric nursing station	Capital/Construction	Remodeling current area into specialized psychiatric nursing station to facilitate safe and effective MAT services.	\$12,000.00
Remodel of bathrooms	Capital/Construction	The building space is being renovated from a former assisted living facility into behavioral health clinical care, thus removal of several bathrooms and conversion to other uses is necessary (e.g., group rooms, offices).	\$75,000.00
General remodel activities (e.g., demolition, electrical, plumbing, permitting)	Capital/Construction	Remodel of the space to facilitate service delivery in alignment with project goals and activities, and Exhibit E Approved Uses.	\$216,000.00
Remodel finishing activities (e.g., flooring, paint)	Capital/Construction	Remodel of the space to facilitate service delivery in alignment with project goals and activities, and Exhibit E Approved Uses.	\$57,000.00
SHIE	Personnel Services	Building interoperability between two platforms to ensure that the client's wrap-around service needs are met	\$25,000.00
TOTAL AMOUNT REQUESTED			\$ 500,000.00

Non-Required Budget Supplemental Question

Q1: Is there additional information the COAC should consider when reviewing this budget? If yes, please detail below.

Expenditures Budget Categories for Infrastructure Fund Applications	
Expenditure Categories	Description
Personnel Services	<p>List all salaried and hourly personnel to perform work for the project/program. Include proposed salaries (calculated as full-time equivalent or FTE). If the salary represents less than 1.0 FTE, please specify the percentage of the staff member's time that will be devoted to the project/program.*</p> <p>In the Attachments portion of the Application, Applicants must submit a List of Names and Qualifications of Key Staff. If the submitted Budget and Workplan proposes new personnel/staff, or expanded funding for existing staff members, please also describe the intended role and contributions of the prospective staff members in the attached materials.</p> <p>*If the proposed salary includes fringe benefits (i.e., insurance, paid time off, etc.), please specify how the fringe benefits were calculated, and what percentage of the proposed salary is allocated to fringe benefits.</p>
Contractual	<p>Include any subcontracts that are associated with this budget request. This may include, but is not limited to, subcontracts for consulting, construction, or facilitation services. Please note that Infrastructure Share funds may not be used to reimburse expenses from previous/historic contracts. Applicants are not able to "pre-pay" subcontractors for their services. Applicants shall wait until COAC has determined its awardees before enacting subcontracts related to this proposed budget.</p> <p>In the Workplan, please describe how subcontractors will be selected, the work they intend to perform, and how the costs were calculated.</p>
Materials & Supplies	Provide estimated quantities of the materials & supplies that will be purchased. Please be as specific as possible.
Equipment	List any equipment that must be purchased to complete the proposed project/program. Equipment is defined as an item of property that has an acquisition cost of \$5,000 or more, and an expected service life of more than 1 year, unless the Applicant (Organization) has adopted other guidelines.

Capital/Construction	List all expenses relating to development of long-term assets, including but not limited to building purchases, construction, expansion, renovation, and/or land acquisition.
Administrative (shall not exceed 10% of total request)	<p>Expenses associated with overseeing and administering Opioid Funds (including but not limited to legal expenses, procurement/contract administration, fiscal accounting/reporting, etc.).</p> <p>Administrative costs shall not exceed 10% of actual costs expended by the recipient or 10% of the amount received, whichever is less.</p>
Other	Expenses not under other categories. If you select the Other category, please explain why none of the other Budget Categories were sufficient.

COLORADO OPIOIDS SETTLEMENT MEMORANDUM OF UNDERSTANDING ("MOU")

Thursday, August 26, 2021

August 25, 2021 Attorney General version

A. Definitions

As used in this MOU:

1. "Approved Purpose(s)" shall mean forward-looking strategies, programming, and services to abate the opioid epidemic as identified by the terms of any Settlement. If a Settlement is silent on Approved Purpose(s), then Approved Purpose(s) shall mean those forward-looking strategies to abate the opioid epidemic identified in **Exhibit A** or any supplemental forward-looking abatement strategies added to **Exhibit A** by the Abatement Council. Consistent with the terms of any Settlement, "Approved Purposes" shall also include the reasonable administrative costs associated with overseeing and administering Opioid Funds from each of the four (4) Shares described in Section (B)(2). Reimbursement by the State or Local Governments for past expenses are not Approved Purpose(s). "Approved Purposes" shall include attorneys' fees and expenses incurred in the course of the opioid litigation that are paid through the process discussed below.
2. "County Area" shall mean a county in the State of Colorado plus the Local Governments, or portion of any Local Government, within that county.
3. "Effective Date" shall mean the date on which a court of competent jurisdiction, including any bankruptcy court, enters the first Settlement by order or consent decree. The Parties anticipate that more than one Settlement will be administered according to the terms of this MOU, but that the first entered Settlement will trigger the formation of the Abatement Council in Section (C) and the Regional Councils in Section (F)(5).¹
4. "General Abatement Fund Council," or "Abatement Council," shall have the meaning described in Section (C), below.

¹ For the avoidance of doubt, the McKinsey Settlement and any other Settlement that precedes the finalization of drafting this MOU are not considered a trigger for purposes of the calculation of "Effective Date."

5. “Local Government(s)” shall mean all counties in the State of Colorado and the municipalities, towns, and county and city municipal corporations that are listed in **Exhibit B**.
6. “National Opioid Settlement Administrative Fund” shall mean any fund identified by a Settlement for the national distribution of Opioid Funds.
7. “Opioid Funds” shall mean damage awards obtained through a Settlement.
8. “Opioid Settling Defendant” shall mean any person or entity, or its affiliates, that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of licit opioids.
9. “Participating Local Government(s)” shall mean all Local Governments that sign this MOU, and if required under terms of a particular Settlement, who have executed a release of claims with the Opioid Settlement Defendant(s). For the avoidance of doubt, a Local Government must sign this MOU to become a “Participating Local Government.” Local Governments may designate the appropriate individual from their entity to sign the MOU.
10. “Party” or “Parties” shall mean the State and/or Participating Local Government(s).
11. “Qualified Settlement Fund Account,” or “QSF Account,” shall mean an account set up as a qualified settlement fund, 468b fund, as authorized by Treasury Regulations 1.468B-1(c) (26 CFR §1.468B-1).
12. “Regional Council” shall have the meaning described in Section (F)(5), below.
13. “Settlement” shall mean the negotiated resolution of legal or equitable claims against an Opioid Settling Defendant when that resolution has been jointly entered into by the State and the Participating Local Governments, or by any individual Party or collection of Parties that opt to subject their Settlement to this MOU. Unless otherwise directed by an order from a United States Bankruptcy Court, “Settlement” shall also include distributions from any liquidation under Chapter 7 of the United States Bankruptcy Code or confirmed plan under Chapter 11 of the United States Bankruptcy Code that treats the claims of the State and Local Governments against an Opioid Settling Defendant.
14. “The State” shall mean the State of Colorado acting through its Attorney General and the Colorado Department of Law.

B. Allocation of Settlement Proceeds

1. All Opioid Funds shall be held in accordance with the terms of any Settlement. If a Settlement allows Opioid Funds to be held in a National Opioid Settlement Administrative Fund, then Opioid Funds shall be held in such National Opioid Settlement Administrative Fund. If a Settlement does not allow for Opioid Funds

to be held in a National Opioid Settlement Administrative Fund, Opioid Funds shall be held in a Colorado-specific QSF Account or, under the following limited circumstances, in the State's Custodial Account: 1) if at the time of a Settlement, a Colorado-specific QSF Account is not yet established, although in such case, the Opioid Funds shall be transferred to the Colorado-specific QSF Account once it is established or 2) where the Abatement Fund Council determines Opioids Funds cannot be legally held in a Colorado-specific QSF Account. Regardless of whether Opioid Funds are held in a National Administrative Fund, a Colorado-specific QSF Account, or in the State's Custodial Account, the Abatement Council shall appoint one of its members to serve as the point of contact in accordance Section (C)(4)(b)(i), below.

2. All Opioid Funds, at the time of a Settlement or at the time designated in the Settlement documents, shall be divided and distributed as follows:²
 - a. **10%** directly to the State ("State Share") for Approved Purposes in accordance with Section (D), below;
 - b. **20%** directly to Participating Local Governments ("LG Share") for Approved Purposes in accordance with Section (E), below;
 - c. **60%** directly to Regions ("Regional Share") for Approved Purposes in accordance with Section (F), below; and
 - d. **10%** to specific abatement infrastructure projects ("Statewide Infrastructure Share") for Approved Purposes in accordance with Section (G), below.
3. Distribution of the Shares in Section B(2)(a) – (d) shall be direct, meaning that funds held in accordance with Section B(1) shall be disbursed directly to the State, Participating Local Governments, Regions, and the Statewide Infrastructure Share according to the terms of this MOU.
4. All Opioid Funds, regardless of allocation, shall be used for Approved Purposes.
5. Participating Local Governments may elect to share, pool, or collaborate with their respective allocation of the LG or Regional Shares in any manner they choose, so long as such sharing, pooling, or collaboration is used for Approved Purposes and complies with the terms of this MOU and any Settlement.

C. General Abatement Fund Council

1. A General Abatement Fund Council (the "Abatement Council"), consisting of representatives appointed by the State and Participating Local Governments, shall

² This MOU treats multi-county health departments as county health departments for purposes of allocation and distribution of abatement proceeds and therefore multi-county health departments shall not receive any Opioid Funds directly. Third-Party Payors ("TPPs") are not Parties to this MOU.

be created to ensure the distribution of Opioid Funds complies with the terms of any Settlement and to provide oversight of the Opioid Funds in accordance with the terms of this MOU.

2. **Membership:** The Abatement Council shall consist of the following thirteen (13) members, who shall serve in their official capacity only.

a. **State Members:** Seven (7) members shall be appointed by the State, as authorized volunteers of the State, as follows:

- (i) A Chair to serve as a non-voting member, except in the event of a tie;
- (ii) Two (2) members who are licensed professionals with significant experience in substance use disorders;
- (iii) Three (3) members who are professionals with significant experience in prevention, education, recovery, treatment, criminal justice, rural public health issues, or government administration related to substance use disorders; and
- (iv) One (1) member or family member affected directly by the opioid crisis.

b. **Local Government Members:** Six (6) members shall be appointed by the Participating Local Governments. Local Government Members shall be a County Commissioner, Mayor, City or Town Council Member, or a professional with significant experience in prevention, education, recovery, treatment, criminal justice, rural public health issues, or governmental administration related to substance use disorders. A Participating Local Government may determine which Local Government Members are eligible (or ineligible) to serve on the General Abatement Fund Council. County Commissioners, City or Town Council Members, and/or Mayors from the Regions identified in **Exhibit C** shall collaborate to appoint Local Government Members as follows:

- (i) Two (2) Members from Regions 1, 5, 13, 14, 15, 17, 18;
- (ii) Two (2) Members from Regions 2, 6, 7, 8, 9, 10, 11, 12, 16; and
- (iii) Two (2) Members from Regions 3, 4, 19.

c. **Terms:** The Abatement Council shall be established within ninety (90) days of the Effective Date. In order to do so, within sixty (60) days of the Effective Date, the State shall appoint the State Members in accordance with Section (C)(2)(a), and after conferral with the Local Governments, CCI and CML shall jointly appoint six (6) Local Government Members for an initial term not to exceed one year. Thereafter, Members shall be

appointed in accordance with this Section and Sections (C)(2)(a) and (b) and may serve no more than two (2) consecutive two-year terms, for a total of four (4) consecutive years. Except that, beginning in the second year only, two (2) State Members and two (2) Local Government members shall be appointed for a three-year term and may serve one consecutive two-year term thereafter. The Chair shall have no term but may be replaced at the State's discretion.

- (i) If a State or Local Government Member resigns or is otherwise removed from the Abatement Council prior to the expiration of their term, a replacement Member shall be appointed within sixty (60) days in accordance with Sections (C)(2)(a) and (b).
- (ii) If a Local Government Member vacancy exists for more than sixty (60) days, the State shall appoint a replacement Local Government Member to serve until the vacancy is filled in accordance with Section (C)(2)(b).

3. **Duties:** The Abatement Council is primarily responsible for ensuring that the distribution of Opioid Funds complies with the terms of this MOU. The Abatement Council is also responsible for oversight of Opioid Funds from the Regional Share in accordance with Section (F), below, and for developing processes and procedures for the distribution and oversight of Opioid Funds from the Statewide Infrastructure Share in accordance with Section (G) below.

4. **Governance:** The Abatement Council shall draft its own bylaws or other governing documents, which must include appropriate conflict of interest and dispute resolution provisions, in accordance with the terms of this MOU and the following principles:

- a. **Authority:** The Abatement Council does not have rulemaking authority. The terms of this MOU and any Settlement, as entered by any court of competent jurisdiction, including any bankruptcy court, control the authority of the Abatement Council and the Abatement Council shall not stray outside the bounds of the authority and power vested by this MOU and any Settlement.
- b. **Administration:** The Abatement Council shall be responsible for an accounting of all Opioid Funds. The Abatement Council shall be responsible for releasing Opioid Funds in accordance with Section (B)(1) for the Regional and Statewide Infrastructure Shares in Sections (B)(2)(c) and (d) and shall develop policies and procedures for the release and oversight of such funds in accordance with Sections (F) and (G). Should the Abatement Council require assistance with providing an accounting of Opioid Funds, it may seek assistance from the State.

- (i) The Abatement Council shall appoint one of its members to serve as a point of contact for the purpose of communicating with the entity holding Opioid Funds in accordance with Section (B)(1) and in that role shall only act as directed by the Abatement Council.
- c. **Transparency:** The Abatement Council shall operate with all reasonable transparency and operate in a manner consistent with all Colorado laws relating to open records and meetings regardless of whether the Abatement Council is otherwise obligated to comply with them.
 - (i) The Abatement Council shall develop a centralized public dashboard or other repository for the publication of expenditure data from any Party or Regional Council that receives Opioid Funds in accordance with Sections (D)-(G).
 - (ii) The Abatement Council may also require outcome related data from any Party or Regional Council that receives Opioid Funds in accordance with Sections (D)-(G) and may publish such outcome related data in the centralized public dashboard or other repository described above. In determining which outcome related data may be required, the Abatement Council shall work with all Parties and Regional Councils to identify appropriate data sets and develop reasonable procedures for collecting such data sets so that the administrative burden does not outweigh the benefit of producing such outcome related data.
 - (iii) For purposes of funding the centralized public dashboard or other repository described above, the Abatement Council shall make good faith efforts to seek funding from outside sources first, otherwise the State shall provide such funding.
- d. **Collaboration:** The Abatement Council shall facilitate collaboration between the State, Participating Local Governments, Regional Councils, and other stakeholders for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado.
- e. **Decision Making:** The Abatement Council shall seek to make all decisions by consensus. In the event consensus cannot be achieved, unless otherwise required in this MOU, the Abatement Council shall make decisions by a majority vote of its Members. The Chair shall only vote in the event of a tie.
- f. **Due Process:** The Abatement Council shall develop the due process procedures required by Section (G)(3)(d) for Parties to dispute or challenge remedial actions taken by the Abatement Council for Opioid Funds from the Statewide Infrastructure Share. The Abatement Council

shall also abide by the due process principles required by Section (F)(12)-(13) for Regions to dispute or challenge remedial actions taken by the Abatement Council for Opioid Funds from the Regional Share.

- g. **Legal Status:** The Abatement Council shall not constitute a separate legal entity.
- h. **Legal Representation:** To the extent permitted by law, the State shall provide legal counsel to State Members for all legal issues arising from those State Members' work on the Abatement Council. At all times, Local Government Members of the Abatement Council are entitled to receive legal representation from their respective governmental entities. In the event of a conflict, the Abatement Council and its members may retain the services of other legal counsel.
- i. **Compensation:** No member of the Abatement Council shall be compensated for their work related to the Abatement Council.

D. State Share

- 1. In accordance with Sections (B)(1) and (B)(2)(a), and the terms of any Settlement, the State Share shall be paid directly to the State in accordance with the terms of this Section (D).
- 2. The State maintains full discretion over distribution of the State Share anywhere within the State of Colorado, however, the State Share shall be used for Approved Purposes only. The State will work to reduce administrative costs as much as practicable.
- 3. On an annual basis, as determined by the Abatement Council, the State shall provide all expenditure data, including administrative costs, from the State Share to the Abatement Council for purposes of maintaining transparency in accordance with Section (C)(4)(c)(i). The Abatement Council may require the State to provide additional outcome-related data in accordance with Section (C)(4)(c)(ii) and the State shall comply with such requirements.
- 4. If the State disputes the amount of Opioid Funds it receives from the State Share, the State shall alert the Abatement Council within sixty (60) days of discovering the information underlying the dispute. Failure to alert the Abatement Council within this time frame shall not constitute a waiver of the State's right to seek recoupment of any deficiency in its State Share.

E. LG Share

- 1. In accordance with Sections (B)(1) and (B)(2)(b), and the terms of any Settlement, the LG Share shall be paid directly to Participating Local Governments in accordance with the terms of this Section (E).

2. Allocations to Participating Local Governments from the LG Share shall first be determined using the percentages shown in **Exhibit D**.
3. The LG Share for each County Area shall then be allocated among the county and the other Participating Local Governments within it. **Exhibit E** reflects the default allocation that will apply unless the Participating Local Governments within a County Area enter into a written agreement providing for a different allocation. The Participating Local Governments may elect to modify the allocation for a County Area in **Exhibit E**, but such modification to the allocation in **Exhibit E** shall not change a County Area's total allocation under Section (E)(2).
4. A Local Government that chooses not to become a Participating Local Government will not receive a direct allocation from the LG Share. The portion of the LG Share that would have been allocated to a Local Government that is not a Participating Local Government will instead be re-allocated to the Regional Share for the Region where the Local Government is located, in accordance with Section (F), below.
5. In the event a Participating Local Government dissolves or ceases to exist during the term of any Settlement, the allocation for that Participating Local Government from the LG Share shall be re-allocated as directed by any Settlement, and if not specified, be re-allocated to the Regional Share for the Region in which the Participating Local Government was located, in accordance with Section (F). If a Participating Local Government merges with another Participating Local Government, the allocation for that Participating Local Government from the LG Share shall be re-allocated as directed by any Settlement, and if not specified, shall be re-allocated to the successor Participating Local Government's allocation of the LG Share. If a Participating Local Government merges with a Local Government that is not a Participating Local Government, the allocation for that Participating Local Government from the LG Share shall be re-allocated as directed by any Settlement, and if not specified, be re-allocated to the Region in which the merging Participating Local Government was located, in accordance with Section (F), below.
6. A Participating Local Government may forego its allocation of the LG Share and direct its allocation to the Regional Share for the Region where the Participating Local Government is located, in accordance with Section (F) below, by affirmatively notifying the Abatement Council on an annual basis of its decision to forego its allocation of the LG Share. A Participating Local Government's election to forego its allocation of the LG Share shall carry over to the following year unless the Participating Local Government notifies the Abatement Council otherwise. If a Participating Local Government elects to forego its allocation of the LG Share, the Participating Local Government shall be excused from the reporting requirements required by Section (E)(8).
7. Participating Local Governments maintain full discretion over the distribution of their allocation of the LG Share anywhere within the State of Colorado, however,

all Participating Local Governments shall use their allocation from the LG Share for Approved Purposes only. Reasonable administrative costs for a Participating Local Government to administer its allocation of the LG Share shall not exceed actual costs or 10% of the Participating Local Government's allocation of the LG Share, whichever is less.

8. On an annual basis, as determined by the Abatement Council, all Participating Local Governments shall provide all expenditure data, including administrative costs, from their allocation of the LG Share to the Abatement Council for purposes of maintaining transparency in accordance with Section (C)(4)(c)(i). The Abatement Council may require Participating Local Governments to provide additional outcome related data in accordance with Section (C)(4)(c)(ii) and all Participating Local Governments shall comply with such requirements.
9. If any Participating Local Government disputes the amount of Opioid Funds it receives from its allocation of the LG Share, the Participating Local Government shall alert the Abatement Council within sixty (60) days of discovering the information underlying the dispute. Failure to alert the Abatement Council within this time frame shall not constitute a waiver of the Participating Local Government's right to seek recoupment of any deficiency in its LG Share.

F. Regional Share

1. In accordance with Sections (B)(1) and (B)(2)(c), and the terms of any Settlement, the Regional Share shall be paid to the Regions in accordance with the terms of this Section (F).
2. Participating Local Governments shall organize themselves into the Regions depicted in **Exhibit C**. Municipalities located in multiple Regions may join all or some of the Regions in which they are located according to **Exhibit C**.
3. Allocations to Regions will be distributed according to **Exhibit F**. For multi-county Regions, each Region's share listed in **Exhibit F** is calculated by summing the individual percentage shares listed in **Exhibit D** for the counties within that Region. The percentages in **Exhibit F** are based on the assumption that every Local Government in each Region becomes a Participating Local Government.
4. In the event a city, town, or other municipality that is a Participating Local Government merges, dissolves, or ceases to exist during the term of any Settlement, the allocation of the Regional Share owed to the Region in which that Participating Local Government existed shall be re-allocated as directed by any Settlement, and if not specified, shall not be modified from **Exhibit F**. If a county that is a Participating Local Government merges with another county within its Region, the allocation of the Regional Share owed to the Region in which that county existed shall be re-allocated as directed by any Settlement, and if not specified, shall not be modified from **Exhibit F**. If a county that is a Participating Local Government merges with a county in a different Region during the term of

any Settlement, the allocation of the Regional Share owed to the Region in which that county existed shall be re-allocated as directed by any Settlement, and if not specified, shall be re-allocated to the Region in which that Participating Local Government merged in accordance with **Exhibit F**.

5. Each Region must create its own Regional Council while giving consideration to the regional governance models illustrated in **Exhibit G**. The Regional Council must be formed by the Participating Local Governments within the Region and each Regional Council shall designate a fiscal agent for the Region. Regional fiscal agents shall be county or municipal governments only. All funds from the Regional Share shall be distributed to the Regional Council's identified fiscal agent for the benefit of the entire Region.
 - a. Subject to this Section F(5), each Region may draft its own intra-regional agreements, bylaws, or other governing documents to determine how the Regional Council will operate. However, each voting member of a Regional Council shall be an employee or elected official of a Participating Local Government within the applicable Region. In the case of Denver, the voting members of its Regional Council shall be appointed by the Mayor. In the case of Broomfield, the voting members of its Regional Council shall be appointed by the Broomfield City and County Manager.
 - b. The Region shall not receive any Opioid Funds from the Regional Share until the Region certifies to the Abatement Council that its Regional Council has been formed and a fiscal agent has been designated. Such certification shall be in a simple form adopted by the Region and may be made via email, so long as it includes the names and affiliations of the Regional Council's members and the designated fiscal agent.
 - c. If a Region does not form and certify its Regional Council and designate its fiscal agent within one-hundred and eighty (180) days of the Effective Date, the Abatement Council shall appoint members to the Region's Regional Council. Regional Council members appointed by the Abatement Council shall serve until the Region certifies the formation of its Regional Council to the Abatement Council.
 - d. A Region shall submit a renewed certification required by Section (F)(5)(b), above, when its membership changes.
 - e. If a membership vacancy exists on a Regional Council for more than ninety (90) days and the Regional Council is unable to fill the vacancy by its regular procedures during that time, the Abatement Council shall appoint a replacement member to serve until the Region fills the vacancy.

6. A Local Government that chooses not to become a Participating Local Government shall not receive any Opioid Funds from the Regional Share or participate in the Regional Councils described in Section (F)(5) above.
7. Each Regional Council shall make requests to the Abatement Council for Opioid Funds from their allocation of the Regional Share. Each Regional Council's request for Opioid Funds from the Regional Share shall be accompanied by a 2-year plan identifying the Approved Purposes for which the requested funds will be used by the Region anywhere within the State of Colorado. A Regional Council's 2-year plan may be amended so long as such amendments comply with the terms of this MOU and any Settlement. Any Regional Council may seek assistance from the Abatement Council for purposes of developing its 2-year plan.
8. Reasonable administrative costs for a Regional Council to administer its Region's allocation of the Regional Share shall not exceed actual costs or 10% of the Region's allocation of the Regional Share, whichever is less.
9. The Abatement Council shall release funds requested by a Regional Council in accordance with Section (B)(1) if the Regional Council's 2-year plan complies with the Approved Purposes, the terms of this MOU, and the terms of any Settlement. The Abatement Council shall not deny any funding request from a Regional Council on the basis that the Abatement Council does not approve or agree with the Approved Purposes for which a Regional Council requests Opioid Funds from the Regional Share. Nor may the Abatement Council hold up, delay, or make unreasonable requests for additional or supporting information of the Regional Council prior to releasing the requested Opioid Funds. The purpose of this MOU is to facilitate Opioid Funds to their intended recipients quickly and efficiently with minimal administrative procedure.
10. On an annual basis, as determined by the Abatement Council, each Regional Council's fiscal agent shall provide to the Abatement Council the Regional Council's expenditure data, including administrative costs, from their allocation of the Regional Share and certify to the Abatement Council that the Regional Council's expenditures were for Approved Purposes and complied with its 2-year plan. The Regional Council shall subject itself to an accounting at the Abatement Council's discretion.
 - a. The Abatement Council shall review a Regional Council's expenditure data and certification to ensure compliance with the Regional Council's 2-year plan, the Approved Purposes, and the terms of this MOU and any Settlement.
 - b. The Abatement Council shall publish the Regional Council's expenditure data, including administrative costs, from the Regional Share in accordance with Section (C)(4)(c)(i). The Abatement Council may require Regional Councils to provide additional outcome related data in

accordance with Section (C)(4)(c)(ii) and all Regional Councils shall comply with such requirements.

11. If any Regional Council disputes the amount of Opioid Funds it receives from its allocation of the Regional Share, the Regional Council shall alert the Abatement Council within sixty (60) days of discovering the information underlying the dispute. Failure to alert the Abatement Council within this time frame shall not constitute a waiver of the Regional Council's right to seek recoupment of any deficiency in its Regional Share.
12. If the Abatement Council has reason to believe a Region's expenditure of its allocation of the Regional Share did not comply with the Region's 2-year Plan, the Approved Purposes, the terms of this MOU or any Settlement, as described in this Section (F), or that the Region otherwise misused its allocation of the Regional Share, the Abatement Council may take remedial action against the alleged offending Region. Such remedial action is left to the discretion of the Abatement Council and may include but not be limited to, withholding future Opioids Funds owed to the offending Region or requiring the offending Region to reimburse improperly expended Opioid Funds to the Regional Share.
13. Within one hundred and twenty (120) days of the Abatement Council being formed, in accordance with Section (C)(2)(c) above, the Abatement Council shall develop and publish due process procedures for allowing a Region to challenge or dispute any remedial action taken by the Abatement Council, including timelines during which the Region may engage in such a challenge or dispute. Such due process procedures shall reflect, at a minimum, the following principles:
 - a. Upon learning of any conduct that may warrant remedial action against a Region, the Abatement Council shall first provide notice to the Region of the conduct at issue, provide the Region an opportunity to respond, and, if appropriate, cure the alleged offending conduct. If after providing the Region such notice and opportunities to respond and cure, the Abatement Council continues to believe remedial action is warranted, the Abatement Council may take such remedial action.
 - b. If the Abatement Council decides to take remedial action against an alleged offending Region, such action may only occur by a two-thirds supermajority vote of the Abatement Council. Thus, an Abatement Council made up of twelve (12) voting members requires a vote of eight (8) Members prior to taking remedial action against an alleged offending Region.
 - c. Prior to taking any remedial action against an alleged offending Region, the Abatement Council shall first provide notice to the alleged offending Region of the remedial action to be taken and the facts underlying such remedial action. The Abatement Council shall then provide the alleged

offending Region an opportunity to challenge or dispute the remedial action in accordance with, at a minimum, the principles below:

- i. The alleged offending Region may request revisions or modifications to the proposed remedial action;
 - ii. The alleged offending Region may submit a written response to and/or request a hearing before the Abatement Council, or a third-party hearing officer,³ regarding the alleged offending conduct and proposed remedial action; and
 - iii. After such written responses are submitted and reviewed and/or a hearing is conducted, the alleged offending Region may submit an appeal to the Abatement Council of the decision to take remedial action.
- d. Remedial actions taken by the Abatement Council, in accordance with the due process principles detailed above, shall be considered final non-appealable orders and offending Regions may not seek judicial relief from remedial action taken by the Abatement Council, except as provided in Section (H), below.
 - e. Subject to Section (H)(2), below, if any Party(ies) believes the Abatement Council violated the terms of this MOU, such Party(ies) may seek to enforce the terms of this MOU.

14. If the Abatement Council has reason to believe a Region's conduct, or the conduct of any Participating Local Government or individual in that Region, amounts to a violation of any criminal law, the Abatement Council shall refer such matters to the appropriate authorities and may consider such conduct in its determination of any remedial action to be taken.

15. If the Abatement Council has reason to believe that an individual involved in the receipt or administration of Opioid Funds from the Regional Share has violated any applicable ethics rules or codes, the Abatement Council shall not attempt to adjudicate such a violation. In such instances, the Abatement Council shall lodge a complaint with the appropriate forum for handling such ethical matters, such as a local home rule municipality's ethics board.

16. Costs associated with the Abatement Council's distribution and oversight of the Regional Share, as described above in this Section (F), including costs associated with any remedial action by the Abatement Council, shall be paid from the Statewide

³ Only an alleged offending Region may request the appointment of a third-party hearing officer to review any written responses and conduct any requested hearings. If an alleged offending Region makes such a request, the Abatement Council has sole discretion to appoint the third-party hearing officer and the alleged offending Region shall bear the cost of such review and/or hearing by the third-party hearing officer.

Infrastructure Share. The Abatement Council shall make all good faith efforts to limit such costs to the greatest extent possible.

G. Statewide Infrastructure Share

1. In accordance with Sections B(1) and (B)(2)(d), and the terms of any Settlement, the Statewide Infrastructure Share shall be paid to any Party or Regional Council in accordance with this Section (G).
2. The purpose of the Statewide Infrastructure Share is to promote capital improvements and provide operational assistance for developing or improving the infrastructure necessary to abate the opioid crisis anywhere within the State of Colorado. The Statewide Infrastructure Share is intended to supplement Opioid Funds received by any Party or Region.
3. Prior to distributing any Opioid Funds from the Statewide Infrastructure Share, the Abatement Council shall establish and publish policies and procedures for the distribution and oversight of the Statewide Infrastructure Share, including processes for Parties or Regions to apply for Opioid Funds from the Statewide Infrastructure Share. The Abatement Council's policies and procedures shall, at a minimum, reflect the following principles:
 - a. Opioid Funds from the Statewide Infrastructure Share shall be used for Approved Purposes only;
 - b. Opioid Funds from the Statewide Infrastructure Share shall be paid directly to the appropriate state agencies (including but not limited to the Colorado Department of Law), Regional fiscal agents, or Participating Local Governments only;
 - c. Distribution and oversight of the Statewide Infrastructure Share shall comply with the terms of this MOU and any Settlement;
 - d. Appropriate processes for remedial action will be taken against Parties or Regions that misuse Opioid Funds from the Statewide Infrastructure Share. Such processes shall include procedures for alleged offending Parties or Regions to challenge or dispute such remedial action; and
 - e. Limitations on administrative costs to be expended by recipients for administering Opioid Funds received from the Statewide Infrastructure Fund, not to exceed actual costs expended by the recipient or 10% of the amount received, whichever is less.
4. The distribution and oversight policies and procedures developed by the Abatement Council, in accordance with Section (G)(3), shall be non-appealable orders and no Party or Region may seek judicial relief related to the distribution and oversight of the Statewide Infrastructure Share.

5. On an annual basis, as determined by the Abatement Council, any Party or Regional Council that receives funds from the Statewide Infrastructure Share shall provide all expenditure data, including administrative costs, related to any Opioid Funds it received from the Statewide Infrastructure Share and subject itself to an accounting as required by the Abatement Council. The Abatement Council shall publish all expenditure data from the Statewide Infrastructure Share in accordance with Section (C)(4)(c)(i). The Abatement Council may require the Parties or Regional Councils that receive funds from the Statewide Infrastructure Share to provide additional outcome related data in accordance with Section (C)(4)(c)(ii) and the Parties or Regional Councils shall comply with such requirements.
6. Costs associated with the Abatement Council's distribution and oversight of the Statewide Infrastructure Share, as described in this Section (G), shall be paid for from the Statewide Infrastructure Share. The Abatement Council shall make all good faith efforts to limit such costs to the greatest extent possible.

H. General Terms

1. All Parties and Regional Councils shall maintain all records related to the receipt and expenditure of Opioid Funds for no less than five (5) years and shall make such records available for review by the Abatement Council, any other Party or Regional Council, or the public. Records requested by the public shall be produced in accordance with Colorado's open records laws. Records requested by the Abatement Council or another Party or a Regional Council shall be produced within twenty-one (21) days of the date the record request was received. This requirement does not supplant any Party or Regional Council's obligations under Colorado's open records laws.
2. If any Party(ies) believes the Abatement Council has violated the terms of this MOU, the alleging Party(ies) may seek to enforce the terms of this MOU, provided the alleging Party(ies) first provides notice to the Abatement Council of the alleged violation and a reasonable opportunity to cure the alleged violation. In such an enforcement action, the alleging Party(ies) may only seek to enforce the terms of the MOU against the State and the Participating Local Governments from which the Local Government Members of the Abatement Council were appointed and may only seek declaratory and/or injunctive relief. In defense of such an enforcement action, the State's Members of the Abatement Council shall be represented by the State and the Local Government Members shall be represented by the Participating Local Governments from which the Local Government Members were appointed. In the event of a conflict, the Abatement Council and its Members may seek outside representation to defend itself against such an enforcement action.
3. If any Party(ies) believes another Party(ies), not including the Abatement Council, violated the terms of this MOU, the alleging Party(ies) may seek to enforce the terms of this MOU in the court in which any applicable Settlement(s) was entered, provided the alleging Party(ies) first provide the alleged offending Party(ies)

notice of the alleged violation(s) and a reasonable opportunity to cure the alleged violation(s). In such an enforcement action, any alleging Party or alleged offending Party(ies) may be represented by their respective public entity in accordance with Colorado law.

4. Nothing in this MOU shall be interpreted to waive the right of any Party to seek judicial relief for conduct occurring outside the scope of this MOU that violates any Colorado law. In such an action, the alleged offending Party(ies), including the Abatement Council, may be represented by their respective public entities in accordance with Colorado law. In the event of a conflict, any Party, including the Abatement Council and its Members, may seek outside representation to defend itself against such an action.
5. If any Party(ies) believes another Party(ies), Region(s), or individual(s) involved in the receipt, distribution, or administration of Opioids Funds has violated any applicable ethics codes or rules, a complaint shall be lodged with the appropriate forum for handling such matters, such as a local home rule municipality's ethics board.
6. If any Party(ies) believes another Party(ies), Region(s), or individual(s) involved in the receipt, distribution, or administration of Opioid Funds violated any Colorado criminal law, such conduct shall be reported to the appropriate criminal authorities.
7. Venue for any legal action related to this MOU shall be in a court of competent jurisdiction where any applicable Settlement(s) is entered.
8. Because recovery under the terms of different Settlement(s) may vary depending on the number of Parties required to effectuate a Settlement, the Parties may conditionally agree to sign on to the MOU through a letter of intent, resolution or similar written statement, declaration or pronouncement declaring their intent to sign on to the MOU if the threshold for Party participation in a specific Settlement is achieved.⁴
9. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this MOU. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq.* The Parties agree not to deny the legal effect or enforceability of the MOU solely because it is in electronic form or

⁴ For instance, the July 21, 2021 "Distributor Settlement Agreement" includes a "Subdivision Settlement Agreement Form" that, once filled out and executed, is meant to indicate that Local Government's (or Subdivision's) election to participate in that Distributor Settlement and also, to require that Local Government to take steps to formally release any claim it may have against the Settling Distributors. With regard to the Distributor Settlement Agreement or any other Settlements that include a form similar to the Subdivision Settlement Agreement Form, the Parties may still conditionally agree to sign on to the MOU if, for instance, the threshold for Party participation in a specific Settlement is achieved.

because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the MOU in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

10. Each party represents that all procedures necessary to authorize such Party's execution of this MOU have been performed and that the person signing for such Party has been authorized to execute the MOU.

I. Payment of Counsel and Litigation Expenses Through a Back-Stop Fund

1. Some Settlements, including the McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation ("Distributor") and Johnson & Johnson/Janssen ("J&J") settlements, may provide for the payment of all or a portion of the fees and litigation expenses owed by Participating Local Governments to counsel specifically retained to file suit in the opioid litigation. If any Settlement is insufficient to cover the fee obligations of the Participating Local Governments (as discussed and modified by Judge Polster's Order of August 6 regarding fees for the Distributor and J&J settlements), the deficiencies will be covered as set forth in further detail below.
2. The Parties also recognize that, as in the Distributor and J&J settlements, certain Opioid Settling Defendants may offer premiums benefiting the entire state of Colorado when Participating Local Governments agree to the Settlement(s), thereby settling their claims in their on-going lawsuits. For example, below is the chart illustrating how Incentive Payment B (a 25% premium to the entire state) works in the Distributor Settlement at Section IV.F.2.b (p. 20):

Percentage of Litigating Subdivision Population that is Incentive B Eligible Subdivision Population⁵	Incentive Payment B Eligibility Percentage
Up to 85%	0%
85%+	30%
86+	40%
91+	50%
95+	60%
99%+	95%
100%	100%

3. If the court in *In Re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio), or if a Settlement establishes a common benefit fund or similar device to compensate attorneys for services rendered and expenses incurred that have benefited plaintiffs generally in the litigation (the "Common Benefit Fund"),

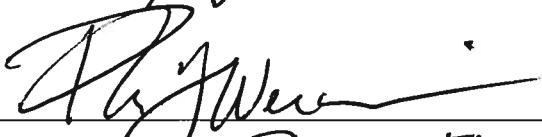
and/or requires certain governmental plaintiffs to pay a share of their recoveries from defendants into the Common Benefit Fund (“Court-Ordered Common Benefit Fund Assessment”), then the Participating Local Governments shall be required to first seek to have their attorneys’ fees and expenses paid through the Common Benefit Fund.

4. For the Distributor and J&J settlements only, counsel for Participating Local Governments shall have their expenses otherwise recoverable from Colorado Participating Local Governments compensated only through the Common Benefit Fund(s) established in those settlement(s). For the avoidance of doubt, counsel for Participating Local Governments may recover their attorneys’ fees through the Distributor and J&J settlements and through the other applicable provisions of this Section (I).
5. In addition, as a means of covering any deficiencies in paying counsel for Participating Local Governments, a supplemental Colorado Attorney Fee Back-Stop Fund shall be established. The Colorado Attorney Fee Back-Stop Fund is to be used to compensate counsel for Participating Local Governments that filed an initial complaint in the opioid litigation by September 1, 2020 (“Litigating Participating Local Governments”).
6. Payments out of the Colorado Attorney Fee Back-Stop Fund shall be determined by a committee (the “Opioid Fee and Expense Committee”). The Opioid Fee and Expense Committee shall consist of the following five (5) members:
 - a. One (1) member appointed by CCI from a litigating county or from a litigating county and city municipal corporation;
 - b. One (1) member appointed by CML from a litigating city;
 - c. One (1) member appointed jointly by CCI and CML from a non-litigating county or city;
 - d. One (1) member appointed by the Attorney General’s Office; and
 - e. One (1) neutral member jointly appointed by all of the other members listed above.
7. The Colorado Attorney Fee Back-Stop Fund shall be funded as follows from any Settlement, excluding settlements involving McKinsey and payments resulting from the Purdue or Mallinckrodt bankruptcy. For purposes only of calculating the funding of the Colorado Attorney Fee Back-Stop Fund, the Parties deem 58% of the total LG Share and Regional Share to be attributable to the Litigating Local Governments. The Colorado Attorney Fee Back-Stop Fund shall be funded by 8.7% of the total LG Share and 4.35% of the total Regional Share at the time such funds are actually received. No funds deposited into the Colorado Attorney Fee Back-Stop Fund will be taken from the Statewide Infrastructure Share or State Share.

8. Counsel for Litigating Participating Local Governments may apply to the Colorado Attorney Fee Back-Stop Fund only after applying to the Common Benefit Fund.
9. Counsel for Litigating Participating Local Governments may apply to the Colorado Attorney Fee Back-Stop Fund for only a shortfall – that is, the difference between what their fee agreements would entitle them to (as limited by this Section (I)) minus what they have already collected from the Common Benefit Fund (including both the “common benefit” and “contingency fee” calculations, if any). If they receive fees/costs for common benefit work in the national fee fund, these fees/costs will be allocated proportionately across all their local government opioid clients based on the allocation model used in the Negotiation Class website to allocate the appropriate portion to Colorado clients.
10. Counsel for Litigating Participating Local Governments are limited to being paid, at most, and assuming adequate funds are available in any Common Benefit Fund and Colorado Attorney Fee Back-Stop Fund, fees in an amount equal to 15% of the LG Share and 7.5% of the Regional Share attributable to their Colorado clients.
11. Any funds remaining in the Colorado Attorney Fee Back-Stop Fund in excess of the amounts needed to cover the fees and litigation expenses owed by Litigating Participating Local Governments to their respective counsel shall revert to the Participating Local Governments according to the allocations described in Sections (E) and (F). Every two years, the Opioid Fee and Expense Committee shall assess the amount remaining in the Colorado Attorney Fee Back-Stop Fund to determine if it is overfunded.
12. Despite the fact that a litigating entity bonus benefits the entire state, no portion of the State Share shall be used to fund the Colorado Attorney Fee Back-Stop Fund or in any other way to fund any Participating Local Government’s attorneys’ fees and expenses. Because the state did not hire outside counsel, any funds for attorneys fees that the state receives from the J&J and Distributor settlement will be deposited into the State Share.
13. To participate in the Colorado Attorney Fee Back-Stop Fund, counsel must follow the requirements of C.R.S. § 13-17-304.

This **Colorado Opioids Settlement Memorandum of Understanding** is signed

this 26 day of August, 2021 by:

A handwritten signature in black ink, appearing to read "Philip J. Weiser", written over a horizontal line.

Name & Title

Philip J. Weiser, Attorney General

On behalf of

State of Colorado

This **Colorado Opioids Settlement Memorandum of Understanding** is signed

this ____ day of _____, ____ by:

Colorado Attorney General Philip J. Weiser

Certificate Of Completion

Envelope Id: 62DA1F1B-5CD4-4123-A01C-53F8BE4DB758

Status: Completed

Subject: Colorado Opioid Abatement Council (COAC) - CSD - Grant Award for On-ramp to Resilience \$500,000

Type of Document:

Grant Agreement

Department/Office: Community Services

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Signatures: 0

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Boulder, CO 80302

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37988@bouldercounty.org

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Signature

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Robin Bohannon

rbhannon@bouldercounty.org

Director of Community Services

Boulder County

Security Level: Email, Account Authentication
(None)

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Signed: 6/12/2025 11:30:54 AM

Signature Adoption: Pre-selected Style

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Signed using mobile

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Tanisha Locke

grants@bouldercounty.org

Security Level: Email, Account Authentication
(None)

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Viewed: 6/13/2025 7:27:55 AM

Signed: 6/13/2025 7:33:26 AM

Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

Not Offered via Docusign

Vladimir Ryazanov

ca@bouldercounty.org

Boulder County

Security Level: Email, Account Authentication
(None)

Sent: 6/12/2025 11:25:27 AM

Resent: 6/16/2025 8:34:08 AM

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Signed: 6/16/2025 2:28:53 PM

Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

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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
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/12/2025 11:25:27 AM
Certified Delivered	Security Checked	6/16/2025 2:25:46 PM
Signing Complete	Security Checked	6/16/2025 2:28:53 PM
Completed	Security Checked	6/16/2025 2:28:53 PM
Payment Events	Status	Timestamps

RESOLUTION 2025 – 028

A resolution dissolving the Boulder County Clean Energy Options Local Improvement District

Recitals

- A. In Resolution 2008-132, amended and approved on October 16, 2008, the Board of County Commissioners for Boulder County (“Board”) created the Boulder County Clean Energy Options Local Improvement District (the “District”) as authorized by § 30-20-603(11.5), Colorado Revised Statutes (“C.R.S.”) for the purpose of encouraging, accommodating, and financing Renewable Energy Improvements and Energy Efficiency Improvements (collectively the “Improvements”) as those terms are defined in Part 6 of Article 20 of Title 30, C.R.S.
- B. At an election held on November 4, 2008, the electors of the county approved issuance of special assessment bonds (the “Bonds”) in a principal amount up to \$40,000,000, with a maximum repayment cost of up to \$96,800,000 for the purposes of financing the cost of the improvements for property owners that consented to be included in the District and any costs necessary or incidental thereto, including without limitation to the cost of establishing reserves to secure the payment of such Bonds, which Bonds were allowed to be issued in one or more series and would be payable from special assessments imposed against benefitted properties for which the owners thereof had consented to be included within the District and from other funds which may be lawfully pledged to the payment of such bonds.
- C. The County issued six series of bonds to fund improvements in the District:
 - a. Via Resolution No. 2009-57, dated May 28, 2009, the County authorized issuance of Boulder County Clean Energy Options Local Improvement District Special Assessment Bonds Series 2009A and Series 2009B, in the aggregate principal amount of \$7,700,000 for the purpose of financing certain improvements on the benefitted properties within the District that are set forth on the assessment roll attached as Exhibit A to the County’s Resolution No. 2009-58 as amended in Exhibit A to Resolution No. 2009-78, which Bonds were payable from assessments imposed by the County on such properties pursuant to such Resolutions.
 - b. Via Resolution No. 2009-139, dated October 27, 2009, the County issued Boulder County Clean Energy Options Local Improvement District, Special Assessment Bonds, Taxable Series 2009C and 2009D, in the aggregate principal amount of \$3,540,000 for the purposes of financing certain improvements on the benefitted properties within the District that are set forth on the assessment roll attached as Exhibit A to the County’s Resolution No. 2009-139, as revised in Resolution No.

2009-166, which Bonds were payable from assessments imposed by the County on such properties pursuant to such Resolutions.

- c. Via Resolution Nos. 2010-133 and 2010-134 dated October 28, 2010, the County issued Boulder County Clean Energy Options Local Improvement District Special Assessment Bonds, Taxable Series 2010A and 2010B and 2010C, in the aggregate principal amount of \$1,545,000 for the purpose of financing certain improvements on the benefited commercial properties within the District that are set forth on the assessment roll attached as Exhibit A to the County's Resolution 2010-133, as revised in Resolution No. 2010-149, which Bonds were payable from assessments imposed by the County on such properties pursuant to such resolutions.
- D. As of March 7, 2016, all improvements specified in the resolutions creating the District were completed.
- E. All contracts related to District construction work have now expired or terminated.
- F. As of March 7, 2016, the costs of the improvements have been fully paid and the six series of bonds have been repaid.
- G. All assessments for the District have ceased as of January 1, 2023, and no more assessments will be collected.
- H. Liens on District members' property as described in Exhibit A to Resolutions 2009-56, 2009-78, 2009-139, and 2009-166 have been released as of via the Release of Lien dated July 12, 2023 and recorded at Reception No. 0404144.
- I. Liens on District members' property as described in Exhibit A to Resolution 2010-149 have been released via the Release of Lien dated June 11, 2025 and recorded at Reception No. 04090989.
- J. Pursuant to § 30-20-627, C.R.S., when the improvements specified in the resolution creating a local improvement district are complete and any debt incurred has been paid, the District may be dissolved.
- K. Also under § 30-20-627, C.R.S., any moneys remaining to the credit of a district upon its dissolution may be used for any county purpose as determined by the Board.
- L. As of May 1, 2024, the balance in the District account was \$994,140.00 (the "District Funds").

- M. Because all District improvements specified in the resolutions creating the District are complete and any debt incurred has been paid off, staff recommends the District be dissolved per section 30-20-627, C.R.S.
- N. The remaining amount of funds associated with the commercial reserve for the 2010 commercial series will be made available to the Boulder County Office of Sustainability, Climate Action and Resilience (OSCAR) for future use towards residential energy efficiency purposes, which benefits the County as a whole.
- O. Staff also recommends that, after all District members who were assessed for bond repayment after March 3, 2016 have been repaid the amount of those assessments from the District Funds, the remaining balance, other than that described in Paragraph N, above, should be made available to the Boulder County General fund to benefit the County as a whole.

Therefore, the Board resolves:

1. As permitted by Section 30-20-627, C.R.S., all necessary steps have been taken to dissolve the District and the District shall be deemed dissolved as of January 1, 2023.
2. Staff is directed to use District Funds to repay District Members who were assessed for bond repayments after March 3, 2016 the amount they were assessed after that date.
3. Because the purpose of the District was to provide options for to install clean energy upgrades to homes and businesses, the use of the remaining District Funds associated with the commercial reserve for the 2010 commercial series remaining after the repayment discussed in Paragraph 2 is dedicated for ongoing work by the OSCAR to help improve energy efficiency and clean energy is a beneficial county purpose as set forth in Section 30-20-627, C.R.S. Those remaining District Funds shall be transferred to OSCAR for budgeting to be used in this manner. All other remaining District Funds shall be transferred to the General Fund.
4. Upon dissolution of the District, staff is directed to record in the real estate records maintained by the Boulder County Clerk and Recorder an executed copy of this Resolution authorizing the dissolution of the District; and (b) any and all other documents that may be necessary to release the District assessment liens created by the Resolutions listed above.
5. Staff is directed to take all further actions necessary to effectuate the intent of this Resolution. The Chair or any Commissioner of the Board is hereby authorized and directed to execute and deliver any documents necessary to carry out the intent of this Resolution.

Adopted as a final decision of the Board on this ____ day of _____, 2025.

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

Marta Loachamin, Chair

Claire Levy, Vice Chair

Ashley Stolzmann, Commissioner

ATTEST:

Clerk to the Board



Grant Number: CO0134L8T032409
Recipient's Name: Boulder County Housing Authority
Tax ID Number: 84-0742772
Unique Entity Identifier [SAM]: MAFLKJ7D4GZ7
Federal Award Date: 5/30/2025

CONTINUUM OF CARE PROGRAM (Assistance Listing# 14.267)
GRANT AGREEMENT

This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and Boulder County Housing Authority (the “Recipient”).

This Agreement, the Recipient’s use of funds provided under this Agreement (the “Grant” or “Grant Funds”), and the Recipient’s operation of projects assisted with Grant Funds are governed by

1. The Consolidated Appropriations Act, 2024 (Public Law 118-42, approved March 9, 2024);
2. title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”);
3. the Continuum of Care Program rule at 24 CFR part 578 (the “Rule”), as amended from time to time;
4. the Notice of Funding Opportunity for FY 2024 and FY 2025 Continuum of Care Competition and Renewal or Replacement of Youth Homeless Demonstration Program (NOFO) except for references in the NOFO to Executive Orders that have since been repealed;
5. all current Executive Orders; and
6. the Recipient’s application submissions on the basis of which these Grant Funds were approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition (collectively, the “Application”).

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed below are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control. Capitalized terms that are not defined in this agreement shall have the meanings given in the Rule.

HUD’s total funding obligation authorized by this grant agreement is \$914,306, allocated between the project(s) listed below (each identified by a separate grant number) and, within those projects, between budget line items, as shown below. The Grant Funds an individual project will receive are as shown in the Application on the final HUD-approved Summary Budget for the project. Recipient shall use the Grant Funds provided for the projects listed below, during the budget period(s) period stated below.

Grant No. (FAIN)	Grant Term	Performance Period	Budget Period	Total Amount
CO0134L8T032409	12 months	01-01-2026 - 12-31-2026	01-01-2026 - 12-31-2026	\$914,306

allocated between budget line items as follows:

a. Continuum of Care Planning Activities	\$0
b. Acquisition	\$0
c. Rehabilitation	\$0
d. New construction	\$0
e. Leasing	\$0
f. Rental assistance	\$773,664
g. Supportive services	\$135,642
h. Operating costs	\$0
i. Homeless Management Information System	\$0
j. Administrative costs	\$5,000
k. Relocation costs	\$0
l. VAWA Costs	\$0
m. Rural Costs	\$0
n. HPC homelessness prevention activities:	
Housing relocation and stabilization services	\$0
Short-term and medium-term rental assistance	\$0

Pre-award Costs for Continuum of Care Planning

The Recipient may, at its own risk, incur pre-award costs for continuum of care planning awards, after the date of the HUD selection notice and prior to the effective date of this Agreement, if such costs: a) are consistent with 2 CFR 200.458; and b) would be allowable as a post-award cost; and c) do not exceed 10 percent of the total funds obligated to this award. The incurrence of pre-award costs in anticipation of an award imposes no obligation on HUD either to make the award, or to increase the amount of the approved budget, if the award is made for less than the amount anticipated and is inadequate to cover the pre-award costs incurred.

These provisions apply to all Recipients:

The Recipient:

(1) shall not use grant funds to promote “gender ideology,” as defined in E.O. 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;

(2) agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government’s payment decisions for purposes of section 3729(b)(4) of title 31, United States Code;

(3) certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964;

(4) shall not use any Grant Funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment; and

(5) Notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.

The recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Center for Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.

No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or abets policies that seek to shield illegal aliens from deportation.

Subject to the exceptions provided by PRWORA, the recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

HUD will not enforce provisions of the Grant Agreement to the extent that they require the project to use a housing first program model.

As stated in Section III.A.2 of the NOFO, Faith-based organizations may be recipients or subrecipients for funds under this agreement on the same basis as any other organization. Recipients may not, in the selection of subrecipients, discriminate against an organization based on the organization's religious character, affiliation, or exercise.

If any new projects funded under this Agreement are for project-based rental assistance for a term of fifteen (15) years, the funding provided under this Agreement is for the performance period stated herein only. Additional funding is subject to the availability of annual appropriations.

The budget period and performance period of renewal projects funded by this Agreement will begin immediately at the end of the budget period and performance period of the grant being renewed. Eligible costs incurred between the end of Recipient's budget period and performance period under the grant being renewed and the date this Agreement is executed by both parties may be reimbursed with Grants Funds from this Agreement. No Grant Funds for renewal projects may be drawn down by Recipient before the end date of the project's budget period and performance period under the grant that has been renewed.

For any transition project funded under this Agreement the budget period and performance period of the transition project(s) will begin immediately at the end of the Recipient's final operating year under the grant being transitioned. Eligible costs, as defined by the Act and the Rule, incurred between the end of Recipient's final operating year under the grant being transitioned and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

HUD designations of Continuums of Care as High-performing Communities (HPCS) are published on HUD.gov in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for the grant was designated an HPC for the applicable fiscal year.

The Recipient must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices), as may be amended from time to time. The Recipient's indirect cost rate information is as provided in Addendum #1 to this Agreement. The Recipient must immediately notify HUD upon any change in the Recipient's indirect cost rate, so that HUD can amend the Agreement to reflect the change if necessary.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Recipient's applicant profile in e-snaps. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Recipient must comply with the applicable requirements in 2 CFR part 200, as may be amended from time to time.

Build America, Buy America Act. The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

Waste, Fraud, Abuse, and Whistleblower Protections. Any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form. You must comply with 41 U.S.C. § 4712, which includes informing your employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, grantee, and subgrantee—as well as a personal services contractor—who make a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of:

1. Gross mismanagement of a Federal contract or grant;
2. Waste of Federal funds;
3. Abuse of authority relating to a Federal contract or grant;
4. Substantial and specific danger to public health and safety; or
5. Violations of law, rule, or regulation related to a Federal contract or grant.

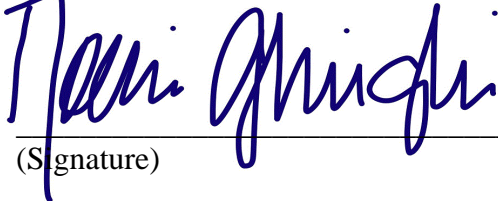
HUD may terminate all or a portion of the Grant in accordance with the Act, the Rule and 2 CFR 200.340. The Agreement constitutes the entire agreement between the parties and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By:



(Signature)

Noemi Ghirghi, Director

(Typed Name and Title)

May 30, 2025

(Date)

RECIPIENT

Boulder County Housing Authority

(Name of Organization)

By:

(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

Indirect Cost Information for Award Applicant/Recipient			
1. Federal Program/Assistance Listing Program Title: CONTINUUM OF CARE PROGRAM/Assistance Listing# 14.267			
2. Legal Name of Applicant/Recipient: Boulder County Housing Authority			
3. Indirect Cost Rate Information for the Applicant/Recipient: Please check the box that applies to the Applicant/Recipient and complete the table only as provided by the instructions accompanying this form. <div style="margin-left: 20px;"> <input type="checkbox"/> The Applicant/Recipient will not charge indirect costs using an indirect cost rate. <input type="checkbox"/> The Applicant/Recipient will calculate and charge indirect costs under the award by applying a de minimis rate as provided by 2 CFR 200.414(f), as may be amended from time to time. <input type="checkbox"/> The Applicant/Recipient will calculate and charge indirect costs under the award using the indirect cost rate(s) in the table below, and each rate in this table is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 CFR part 200 and, if required, has been approved by the cognizant agency for indirect costs. </div>			
Agency/department/ major function	Indirect cost rate	Type of Direct Cost Base	Type of Rate
4. Submission Type (check only one): <input checked="" type="checkbox"/> Initial submission <input type="checkbox"/> Update		5. Effective date(s):	
6. Certification of Authorized Representative for the Applicant/Recipient: **Under penalty of perjury, I certify on behalf of the Applicant/Recipient that (1) all information provided on this form is true, complete, and accurate, and (2) the Applicant/Recipient will provide HUD with an update to this form immediately upon learning of any change in the information provided on this form, and (3) I am authorized to speak for the Applicant/Recipient regarding all information provided on this form. Signature: _____ Date: _____ Name: Title:			

****Warning:** Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties (18 U.S.C §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. § 3729, 3802; 24 CFR § 28.10(b)(iii)).

Public Reporting Burden Statement: This collection of information is estimated to average 0.25 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of the requested information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to: U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R, 451 7th St SW, Room 8210, Washington, DC 20410-5000. Do not send completed forms to this address. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid OMB control number. This agency is authorized to collect this information under Section 102 of the Department of Housing and Urban Development Reform Act of 1989. The information you provide will enable HUD to carry out its responsibilities under this Act and ensure greater accountability and integrity in the provision of certain types of assistance administered by HUD. This information is required to obtain the benefit sought in the grant program. Failure to provide any required information may delay the processing of your application and may result in sanctions and penalties including of the administrative and civil money penalties specified under 24 CFR §4.38. This information will not be held confidential and may be made available to the public in accordance with the Freedom of Information Act (5 U.S.C. §552). The information contained on the form is not retrieved by a personal identifier, therefore it does not meet the threshold for a Privacy Act Statement.

Instructions for Completing the Indirect Cost Information for the Award Applicant/Recipient

Number	Item	Instructions
1	Federal Program/ Assistance Listing Program Title	Enter the title of the program as listed in the applicable funding announcement or notice of funding availability.
2	Legal Name of Applicant/ Recipient	Enter the legal name of the entity that will serve as the recipient of the award from HUD.
3	Indirect Cost Rate Information for the Applicant/ Recipient	<p>Mark the one (and only one) checkbox that best reflects how the indirect costs of the Applicant/Recipient will be calculated and charged under the award. Do not include indirect cost rate information for subrecipients.</p> <p>The table following the third checkbox must be completed only if that checkbox is checked. When listing a rate in the table, enter the percentage amount (for example, "15%"), the type of direct cost base to be used (for example, "MTDC"), and the type of rate ("predetermined," "final," "fixed," or "provisional").</p> <p>If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.</p> <p>If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the award, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.</p> <p>If the Applicant/Recipient is a government and more than one agency or department will carry out activities under the award, enter each agency or department that will carry out activities under the award, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.</p>
4	Submission Type	Check the appropriate box to identify whether this is the first submission of this form for the award or an update to a previous submission of this form for the award.
5	Effective date(s)	Enter the date(s) for which the information on this form applies.
6	Certification of Authorized Representative for the Applicant/ Recipient	An employee or officer of the Applicant/Recipient with the capacity and authority to make this certification for the Applicant/Recipient must make the certification by signing as provided. They must also provide the date of their signature, full name, and position title.

COVER SHEET

Document Details	
Document Type	Grant Agreement
New or Continuing?	Continuing
Parties	
County Contact Information	
Boulder County Legal Entity	Boulder County Housing Authority
Mailing Address	P.O. Box 471, Boulder, CO 80306
Contact Name and Title	Gwendolyn Mossman, Supportive Housing Unit Manager
Contact Email	gmossman@bouldercounty.org
Other Party Contact Information	
Name	U.S. Department of Housing and Urban Development (HUD)
Mailing Address	1670 Broadway, Denver, CO 80202
Contact Name and Title	Noemi Ghirghi, Director
Contact Email	Noemi.ghirghi@hud.gov
Term	
Start Date	January 1, 2026
Expiration Date	December 31, 2026
Brief Description of Work/Services Provided	
Revenue Contract/Lease Details	
Amount	\$914,306 Fixed Price
COVID-19	No
Grant Details	
Project/Program Name	Continuum of Care Rapid Re-housing (CoC RRH) Program
Capital or Operating?	Operating
Federal Funds	\$914,306
State Funds	\$0
Match (dollars)	\$228,577
Match (in-kind)	\$0
Total Project Budget	\$1,142,883
Federally-Funded Grants	
Federal Program Name	Continuum of Care Rapid Re-housing (CoC RRH) Program
CFDA #	14.267
Notes	
<p>Renewal agreement for the Continuum of Care Rapid Re-housing (CoC RRH) Program in the amount of \$914,306. There is a 25% match allocation (\$228,577); we will use our Housing Stabilization Program Affordable and Attainable Housing Tax (Fund 152) dollars to meet this match requirement. The CoC RRH program fills the gap in Boulder County's current housing continuum by offering a Housing First resource for two targeted vulnerable populations: (1) families experiencing literal homelessness and (2) transition-aged youth experiencing literal homelessness. We partner with the Metro Denver Housing Initiative (MDHI) and use their coordinated entry system – OneHome – to prioritize support. The goal of this program is: (1) to stabilize housing for these populations for at least 6 months after program exit; (2) ensure enrollment in high level programs like SNAP, Medicaid, and TANF; and (3) ensure linkages to job training and education opportunity with the goal of increasing household income.</p>	

NON-PROCUREMENT DOCUMENTS ONLY

All approvals below will be obtained by HHS Finance.

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

Finance

EO/DH

BOCC

BOCC Clerk (>\$300k)



Housing Department

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

www.BoulderCountyHousing.org

MEMO

TO: Boulder County Board of County Commissioners
 FROM: Gwen Mossman, Supportive Housing Unit Manager
 RE: BCHA/Boulder County Housing Department Submission to HUD for Fiscal Year (FY) 2024 Continuum of Care Rapid Rehousing Grant Renewal
 DATE: September 4, 2024

BCHA in partnership with the Housing Department (BCHD) is requesting approval to submit a grant renewal application to HUD for Fiscal Year (FY) 2024 Continuum of Care Rapid Rehousing Grant (program link: [CoC Program Competition | HUD.gov / U.S. Department of Housing and Urban Development \(HUD\)](https://www.hud.gov/programs/cofcr)).

BCHA/BCHD will be applying for renewal funding for the following program:

- **BCHA/BCHD FY 2024 Continuum of Care Rapid Rehousing (CoC RRH)**
- **Grant Request: \$850,270 (amount set by HUD)**
- **Required Match: \$212,568**
- **Program Total: \$1,062,838**
- **Funding Cycle: 10/1/2025 – 9/30/2026**

Program Overview:

Since October 2016, Boulder County's Continuum of Care Rapid Re-Housing (CoC - RRH) program has filled a gap in Boulder County's housing continuum by offering a Housing First resource for two targeted vulnerable populations: Families and Transition-Aged Youth (TAY) experiencing literal homelessness. CoC RRH serves approximately 40 households a year with up to 24 months of rental assistance and supportive case management. These households are primarily referred from Family and Child Services (FCS), local domestic violence agencies, EFAA's 90-day family shelter, and the runaway and homeless youth shelter..

Upon selection for the RRH assistance, households are connected to our Housing Navigator whose primary focus is to help the homeless family/youth secure a rental unit. The Housing Navigator does this by maintaining and growing a list of landlords willing to work with the program, advocating on the household's behalf, assisting in completing applications, providing access to rental application fees, and helping to eliminate and/or address barriers to leasing up.

While the Housing Navigator works with the participant households to secure safe, affordable housing, they also begin working with their Housing Support Specialist to help them first stabilize and ultimately work towards an exit plan, including a Housing Choice Voucher, Permanent Supportive Housing, Family Self-Sufficiency Program, or self-sufficiency in a market rate unit. Boulder County's network of care providers and case managers creates a strong safety net that contributes to long-term stability of RRH program participants. Additional supportive services included in this project are immediate, consistent, and comprehensive enrollment in public benefits including Medicaid, SNAP, TANF and childcare assistance; providing linkage to financial resources; provide intensive 1:1 financial coaching for budgeting, saving and credit repair; and close collaboration with Workforce Boulder County to ensure improved job skills, training, and placement.

Projected Outcomes:

- 1) Maintain Stable Housing: 80% of formerly homeless households maintain stable housing for six months or longer post-program exit.
- 2) Access to Benefits: Of qualifying households, 90% or greater are enrolled in mainstream benefits.
- 4) Education, Skill, and Employment Growth: To provide access to Job Readiness Training and/or Certification programs for 100% of all willing households, and among these households, 50% will increase earned income, and 70% of households will increase their income overall, including access to benefits, SSI/SSDI, etc.

Match:

The HUD contract requires each recipient to provide a 25% match; this match can either be cash match or in-kind services. BCDHHS meets this match requirement by identifying cash spending in other areas of the department where households meeting literally homeless requirements are assisted with housing supports utilizing Human Services Safety Net funds rather than HUD CoC RRH funding. **It is expected that our contracted relationship with the local domestic violence agencies to provide HSSN funded rental assistance will suffice to meet the required match as it has in years past.**



Board of County Commissioners

July 1, 2025

Via Certified Mail, Return Receipt Requested and Hand Delivery

Reginald V. Golden, Manager
Golden Land Company LLC
7899 Saint Vrain Road
Longmont, CO 805013

Manager
Golden Land Company, LLC
21 South Sunset and P.O. Box 328
Longmont, CO 80502

Lyons Gaddis
515 Kimbark Street, Second Floor
Longmont, CO 80501

Grant, Bernard, Lyons & Gaddis, P.C.
Attn: Wallace H. Grant
P.O. Box 978
Longmont, CO 80502-0978

Greetings,

This letter shall serve as notice that Boulder County is exercising its option to acquire real property, together with all water and ditch rights, and mineral rights as defined in that certain Option to Purchase Agreement dated June 22, 1995, recorded with the Boulder County Clerk & Recorder on August 25, 1995, at Reception Number 01542494 (the "Option Agreement"). A copy of the Option Agreement is included with this letter.

Paragraph 3.1.c of the Option Agreement specifies that, "The date for exercise of the option shall be either: (1) on or before 90 days after Seller [Golden land Company, LLC] has given the County written notice that it has completed mining and reclamation of the Property or (2) July 1, 2025, whichever occurs earlier." Because Seller did not mine the Property, the County is exercising its option at this time.

Pursuant to Paragraphs 3.1.b and 3.2 of the Option Agreement, the price for the real property, water, and mineral rights is \$1,347,567.58.

The County is ready to pay the full price, subject to closing adjustments, by within 60 days of this exercise letter or at another mutually agreeable date. Please be aware that the Option Agreement requires Seller to provide the County with a title insurance commitment for the real property at least 30 days prior to closing, in the amount of the purchase price. The commitment must be in a form acceptable to the County and issued by a title insurance company authorize to do business in Colorado. Please review the Option Agreement closely for other terms and conditions.

The County is also ready to acquire Gift Parcel 1 and Gift Parcel 4, together with all appurtenant water and ditch rights, as defined in that certain Agreement to Make Gifts

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.gov • commissioners@bouldercounty.gov

dated August 22, 1995, recorded with the Boulder County Clerk & Recorder on August 25, 1995, at Reception Number 01542495 ("Gift Agreement"). The Gift Agreement specifies that these parcels must be transferred to the County by Seller on or before the County purchases the Property under the Option Agreement.

Under the Second Amendment to the Agreement to Make Gifts, dated December 20, 2001, Seller retained the water rights appurtenant to Gift Parcels 2 and 3 were retained by Seller when Seller conveyed Gift Parcels 2 and 3 to the County. The Second Amendment provides that Seller will convey the water rights within 90 days of receiving notice that mining and reclamation activity has been completed, or on December 31, 2025, whichever occurs first. Because mining and reclamation has never occurred on the property, the County proposes to close on the water rights at the same time as the conveyance of Gift Parcels 1 and 4. A copy of the Gift Agreement and subsequent amendments is included with this letter.

Please contact Aaron Clark, Land Officer, at Parks and Open Space, (303) 441-4553 or aaclark@bouldercounty.gov, to accomplish the closing. Aaron would like to get started working on closing details as soon as possible.

If it would be helpful, your legal counsel may also reach out to Assistant County Attorney Ryan Malarky at (970) 708-1358 or rmalarky@bouldercounty.gov.

Thank you very much.

COUNTY OF BOULDER, a body corporate and politic

By: _____

Printed Name: _____

Title: _____
of the Board of County Commissioners

Copies to:

Aaron Clark, aaclark@bouldercounty.gov

Ryan Malarky, rmalarky@bouldercounty.gov

Boulder County aims to ensure all digital content and documents are accessible. While efforts have been made to maximize accessibility, some types of content have inherent technical limitations. For alternate formats or accommodations, please submit an ADA Web Accommodation Request Form at https://bouldercounty.formstack.com/forms/boulder_county_ada_web_accommodation_request_form or email ada@bouldercounty.gov, or call 303-441-1386.

OPTION TO PURCHASE

1. **PARTIES.** This Agreement, made and entered into this 22nd day of June, 1995, by and between the **COUNTY OF BOULDER**, a body corporate and politic ("County"), and **GOLDEN LAND COMPANY**, a Limited Liability Company, ("Seller").

2. **RECITALS.**

2.1 The County desires to obtain an option to purchase from Seller and Seller desires to grant an option to the County to purchase that certain real property within the County of Boulder, State of Colorado, more particularly described in Exhibit A, attached hereto and incorporated herein by this reference and hereinafter referred to as the "Property".

2.2 The Property consists of approximately 147 acres of land and includes the following water rights (hereinafter referred to as the "water rights"):

80% of 5/12ths interest in the Zweck and Turner Ditch.

The parties understand that a subdivision exemption may be necessary to divide the Property into three lots, if any of the lots is less than 35 acres in size. The Parties further acknowledge that a Site Plan Review will be required prior to construction of dwellings on those lots.

2.3 Sellers, through Boulder County Dockets SU-94-22, 23, 24 and SD 94-28 and SE-95-20 are requesting recognition of certain use by right residential development units associated with the Sellers' property. If so recognized, Seller intends to include three development units as part of the Property to be conveyed. In the event the County does not exercise its option to purchase, the parties understand that a subdivision exemption may be necessary to divide the Property into three lots, if any of the lots is less than 35 acres in size. The Parties further acknowledge that a Site Plan Review will be required prior to construction of dwellings on those lots.

NOW, THEREFORE, in consideration of the recitals, promises, payments, covenants and undertakings hereinafter set forth, and other good and valuable consideration, which is hereby acknowledged and receipted for, the County and Seller agree as follows:

3. **OPTION PROVISIONS.**

3.1 **Option.**

- a. **Grant of Option.** In accordance with the terms and conditions herein contained, and in consideration of the payment of the sum of **ONE HUNDRED DOLLARS (\$100.00)**, hereinafter referred to as the "Option Payment", Seller hereby grants to County an option to purchase the Property and the Water Rights for the purchase price described in Paragraph 3.2. The option shall extend to and include June 30, 1996.

- b. **Renewal of Option.** The County may extend the Option for one year at a time by paying to Seller the sum of \$25,000 (hereinafter referred to as the "option renewal payment") on or before July 1 of each year, beginning July 1, 1996 ("Option Renewal Date"). All option renewal payments shall apply against the purchase price at closing, if the County exercises its Option to purchase and closing occurs.
 - c. **Option Exercise Date.** The date for exercise of the option shall be either: (1) on or before 90 days after Seller has given the County written notice that it has completed mining and reclamation of the Property or (2) July 1, 2025, whichever occurs earlier. The parties may consummate the sale and purchase of the Property and the water rights earlier by mutual agreement and written amendment to this Agreement.
- 3.2 **Purchase Price.** The purchase price for the Property together with the water rights shall be ONE MILLION DOLLARS (\$1,000,000.00). The purchase price shall be adjusted upward at the rate of 2 1/4 % per annum from the date of this Agreement to the date of closing.
 - 3.3 **Reservations.** The Seller expressly reserves all sand, gravel and associated materials and minerals in, on or under the Property and the right to use the water rights described in Paragraph 2.2 for augmentation of or use in connection with mining, reclamation, ponds, or wetlands. After mining and reclamation are completed, Seller shall convey all mineral rights to County by Quit Claim Deed.
 - 3.4 **Exercise/Renewal and Failure to Exercise/Failure to Renew.** If the County elects to exercise its option to purchase the Property, it shall do so by giving written notice to Seller on or before the Option Exercise Date as said date is determined pursuant to Paragraph 3.1(c). Said notice of election is to be signed by the Chair of the Board of County Commissioners or by the County Attorney. Seller agrees that if the County: (a) fails to give notice of its exercise of the option herein granted to it on or before the Option Exercise Date, or b) fails to pay the option renewal payment on or before July 1 of any year, Seller shall not declare the County in default unless and until the Seller first gives the County written notice of the fact that the Option Exercise or Renewal Date has passed without action by the County and that the County will be in default unless it gives notice of the exercise of the option or payment for renewal of the option within 15 calendar days after receipt of said notice. If the County fails so to give notice of the exercise of the option or payment for renewal of the option within said 15 calendar days, the County shall be in default in the giving of notice of the exercise of the option or the renewal of the option, and the County shall forfeit and lose said option right.

3.5 Survey. Seller shall provide a copy of any engineering and/or survey work of the Property, if available. If none is available, the County at its sole option and sole expense may contract for a survey of the Property, and the legal description for the Property shall be furnished to the Seller on or before the closing.

3.6 Title.

- a. On or Before June 1, 1996, Seller shall furnish to County a copy of Seller's title insurance commitment or policy on the Property showing merchantable title vested in the Seller, and subject to the conditions and requirements of this paragraph, Paragraph 3.6(a-d). The commitment or policy shall be current to within 30 days of delivery to the County.
- b. During the Option period, Seller agrees not to encumber the property without the County's written consent which consent shall not be unreasonably withheld. Written consent by the County to an encumbrance during the option period shall constitute a Permitted Exception to title, as set forth in Paragraph 3.6(d)(3).
- c. Provided the County exercises its option to purchase, the Seller shall furnish to the County at least 30 days prior to closing a title insurance commitment on the Property (except the water rights), on a form acceptable to the County and issued by a title insurance company authorized to do business in Colorado, in the amount of the purchase price, subject to the conditions and requirements of this paragraph. Seller shall be solely responsible for the cost of said title commitment and the policy.
- d. Title to the Property shall be merchantable in Seller, and the title commitments referred to in Paragraphs 3.6(a) and 3.6(c) shall contain no exceptions other than:
 - 1) Taxes and assessments of the year of closing, which shall be adjusted and pro-rated to the date of delivery of the Deed; and
 - 2) Rights-of-way, easements, restrictions, covenants and mineral reservations of record, acceptable to County. Sellers shall execute an affidavit and take all steps necessary to obtain the deletion of standard printed exception number 4.
 - 3) Permitted Exceptions. "Permitted Exceptions" as used herein shall mean and refer to all exceptions set forth on the title commitment delivered on or before June 1, 1996, pursuant to Paragraph 3.6(a) which the County does not object to as provided in Paragraph 3.7 and

all subsequent matters affecting the Property approved by or consented to in writing by the County.

3.7 Merchantability of Title. Should title as indicated by the title commitments/policy furnished to the County pursuant to Paragraphs 3.6(a) and 3.6(c) not be merchantable as aforesaid, or if either title commitment includes additional exceptions which have not been consented to by the County pursuant Paragraph 3.6(b) and which are not acceptable to the County (even though such additional exceptions would not make the title unmerchantable), a written notice of the defects shall be given to the Seller by the County within 30 days after receipt of the title commitment. Seller agrees to attempt to correct such defects at Seller's expense within 120 days from receipt of said notice of defects, and if necessary the closing shall be postponed for said 120 days. If Seller has not corrected such defects within said 120 days, the County, at its option, may complete the transaction notwithstanding the defects or may, upon notice to Seller in recordable form, declare this Agreement terminated, whereupon all payments made by County to Seller together with interest at the rate of 5% per annum (compounded annually), shall be returned to County and both parties shall be released herefrom.

3.8 Conveyance of Water Rights. Title to the Water Rights shall be merchantable in Seller at the time of closing.

- a. Seller at closing shall deliver to the County a properly executed and acknowledged special warranty deed conveying the unincorporated ditch and water rights, TOGETHER WITH all ditch and ditch rights, well and well rights, water and water rights appurtenant to the Property being purchased, free and clear of all liens, encumbrances and assessments except taxes and assessments for the current year, which shall be adjusted and prorated to the dates of delivery of the deeds for each parcel.
- b. At the time of closing Seller shall deliver to the County a properly executed and acknowledged Transfer Request in the form set forth in Exhibit B requesting conveyance of shares in incorporated ditch companies, along with the stock certificate reflecting ownership of the shares.
- c. In the event Seller is unable to surrender to County its stock certificates reflecting ownership of the appropriate amount of the Water Rights at the time these water rights are to be conveyed, Seller shall take all steps necessary and required by the appropriate ditch company to complete the transfer of the Water Rights.
- d. County shall pay for all usual costs and fees imposed by the appropriate ditch company to transfer the Water Rights.

e. Seller hereby represents and warrants to County that as of the date of the signing of this Agreement:

- 1) Seller has received no notice of and has no other knowledge of any litigation, claim or proceeding pending or currently threatened, which in any manner affects the Water Rights; and
- 2) Seller has the full right, power and authority to sell and convey the Water Rights to County as provided in this Agreement and to carry out its obligations under this Agreement; and
- 3) Seller has not and shall not enter into any agreement with any private person or entity or with any governmental or quasi-governmental entity with respect to the Water Rights that may result in liability or expense to the County upon the County's acquisition of the Water Rights without the written consent of the County which consent shall not be unreasonably withheld; and
- 4) The execution and delivery of this Agreement and the performance of all of the obligations of Seller hereunder, will not result in a breach of or constitute a default under any agreement entered into by Seller or under any covenant or restriction affecting the Water Rights.

Seller shall, three weeks prior to each option renewal date and at time of closing, certify to County in writing that the above and foregoing representations and warranties remain true and correct.

3.9 Closing. Closing and delivery of deed shall take place at a mutually convenient time within 60 days after the County's exercise of the option in the office of the title company which provides the title commitment described in Paragraph 3.6(c) of this Agreement, or at a time and place agreed to by the County and the Seller. Settlement sheets for the closing shall be furnished to the County at least 5 business days before the closing.

a. At the closing the Sellers shall deliver to the County the following:

- 1) A fully good and sufficient executed and acknowledged Special Warranty Deed conveying to the County good and marketable title to the Property, free and clear of all liens, tenancies and encumbrances except the Permitted Exceptions set forth in Paragraph 3.6(d)(3).
- 2) Possession of the Property, free and clear of all liens, encumbrances and leases except for liens, encumbrances and leases which constitute Permitted Exceptions pursuant to Paragraph 3.6(d)(3).

- 3) Documents acceptable to County and the title company evidencing the authority of Seller to convey the Property and the Water Rights;
- 4) All instruments, certificates, affidavits, and other documents necessary to satisfy the Requirements listed on Schedule B-1 of the title commitment;
- 5) A certificate that the representations and warranties of Seller pursuant to Paragraph 3.8(e) and 3.11 hereof continue to be true and correct as of the date of closing.
- 6) A current updated title commitment, at Seller's expense, showing title subject only to the Permitted Exceptions determined by Paragraph 3.6(d)(3) and Seller shall cause the title company to issue to County its standard form Owner's Policy of Title Insurance insuring good and marketable title to the Property, with the standard printed exceptions deleted, and subject only to the Permitted Exceptions as determined in Paragraph 3.6(d)(3);
- 7) Seller's closing costs which include Seller's portion of all incidental costs and fees customarily paid by Seller in Boulder County land transactions and one-half of the cost of any closing fee. Seller shall pay all real and personal property taxes and assessments to the date of closing.
- 8) An affidavit as contemplated by the Internal Revenue Code Section 1445 as to the non-foreign person status of Seller;
- 9) All documents necessary for conveyance of the Water Rights including Special Warranty Deeds for unincorporated water and ditch rights pursuant to Paragraph 3.8;
- 10) An affidavit as contemplated by Paragraph 3.13(c), if applicable; and,
- 11) Any other documents required by this Agreement to be delivered by Seller to title company or reasonably required by County or title company in connection herewith.

b. At closing the County shall:

- 1) Deliver to Seller the applicable Purchase Price, by certified funds or County Warrant or other good funds;

2) The County shall pay for all usual costs and fees imposed by the appropriate ditch or reservoir company or other entity to transfer the Water Rights;

3) Pay its closing costs which include all incidental costs and fees customarily paid by purchaser in Boulder County and one-half of the cost of any closing fee;

c. Prior to the closing, Seller agrees to remove from the Property all equipment, vehicles, salvage and other personal property not included in the sale.

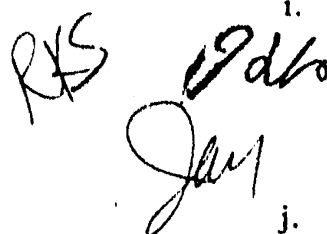
3.10 Time of the Essence. Except as provided in Paragraph 3.4, it is agreed that time is of the essence hereof. If after the execution of this Agreement, the County should fail or default in prompt payment of any payment required according to the terms and conditions of this Agreement, and such failure is not attributable to any failure by Seller to timely and fully perform all of Seller's obligations hereunder, Seller, at Seller's option may in writing declare this Agreement terminated and retain all monies paid to Seller. It is agreed that retention of all payments made by the County are the Seller's sole and only remedy for County's failure to perform the obligations of this Agreement. Seller expressly waives the remedies of specific performance and additional damages. If Seller is in default and fails to cure the default within 120 days after written notice of the default has been delivered to the Seller, (a) County may elect to treat this Agreement as terminated, and shall have the right to have payments returned together with interest at the rate of 5% per annum (compounded annually), or (b) County may elect to treat this Agreement as being in full force and effect, and County shall have the right to an action of specific performance.

3.11 Seller's Representation and Warranties. Seller hereby represents and warrants to the County that as of the date of the signing of this Agreement:

a. Seller has received no notice of, and has no other knowledge of, any litigation, claim or proceeding, pending or currently threatened, which in any manner affects the Property other than Boulder County Dockets SU-94-22, 23, 24 and SD-94-28 and SE-95-20; and

b. Seller has received no notice, and has no other knowledge of, any current, existing violations of any federal, state or local law, code, ordinance, rule, regulation, or requirement affecting the Property; and

c. Seller has the full right, power and authority to transfer and convey the Property to the County as provided in this Agreement and to carry out the Seller's obligations under this Agreement; and

- d. To the best of Seller's knowledge, each and every document, schedule, item and other information delivered or to be delivered by the Seller to the County hereunder, or made available to the County for inspection hereunder, shall be true, accurate and correct; and
- e. Seller has not entered into any agreements with any private persons or entity or with any governmental or quasi-governmental entity with respect to the Property that may result in liability or expenses to County upon the County's acquisition of all or any portion of the Property; and
- f. There are no special assessments which now burden or encumber the Property and there are no special assessments currently proposed as to the Property; and
- g. The execution and delivery of this Agreement and the performance of all of the obligations of the Sellers hereunder will not result in a breach of or constitute a default under any agreement entered into by the Seller or under any covenant or restriction affecting the Property; and
- h. There are no leases, tenancies or rental agreements relating to the Property, or to any part thereof, except for leases and/or agreements that affect the Property on the date of this Agreement as described in Paragraph 3.8 3.6(d)(3).
- i. Seller has not granted or created, and has no knowledge of any third parties who may have the right to claim or assert any easement, right-of-way or claim of possession not shown by record, whether by grant, prescription, adverse possession or otherwise, as to any part of the Property, ~~except as described in Exhibit B; and~~ 
- j. To the best of Seller's knowledge, no part of the Property has ever been used as a sanitary landfill, and no materials have ever been stored or deposited upon the Property which would under any applicable governmental law or regulation require that the Property be treated or materials removed from the Property prior to the use of the Property for any purpose which would be permitted by law but for the existence of said materials on the Property; and
- k. To the best of Seller's knowledge, no underground storage tank, as that term is defined by federal statute or Colorado statute, is located on the Property which under applicable governmental law or regulation require such underground storage tank to be upgraded, modified, replaced, closed or removed; and

1. To the best of Seller's knowledge, Seller has not caused or permitted the release of any hazardous substance on the Property. The terms "hazardous substance" and "release" as used herein shall have the same meaning and definition as set forth in Paragraphs (14), (22) and (23), respectively, of Title 42 U.S.C. Section 9601; provided, however that the term "hazardous substance" as used herein also shall include "hazardous waste", as defined in Paragraph (5) of 42 U.S.C. Section 6903, but shall expressly exclude chemicals and fertilizers approved for use in agricultural operations.

Seller shall, three weeks prior to each option renewal date and at the time of closing, certify to the County in writing that the above and foregoing representations and warranties remain true and correct.

3.12 Breach. In the event Seller: (a) breaches a representation or warranty contained in Paragraph 3.8(e) or 3.11; or is unable to make the representations and warranties described in Paragraph 3.8(e) or 3.11 as of closing; or (b) allows an additional lien, encumbrance or title exception to attach to the Property after execution of this Agreement without the written consent of the County, or (c) is unable to satisfy the requirements of Schedule B-2 of the title commitments and the County terminates this Agreement, in the event Seller is unable to cure or elects not to cure within 120 days of written notice of the Breach from the County to the Seller, the County shall have the right to return of all payments together with interest at the rate of 5% per annum (compounded annually) made pursuant to this Agreement.

3.13 Inspection & Environmental Audit. County, at all times during the term of this Agreement, shall have access to the Property for the purpose of conducting tests, studies and surveys thereon, including, without limitation, soil and subsoil tests.

- a. County may have performed at its option and/or expense the following inspections:
 - 1) Soil and percolation tests;
 - 2) Inspections for asbestos, PCB's, underground tanks, or other hazardous substances;
 - 3) Any other tests and/or studies deemed necessary by County which do not materially damage the Property.
- b. County shall promptly provide to Seller copies of the results of all such tests, inspections, and studies following the receipt of same by County. Any inspections conducted by County shall not mitigate or otherwise affect Seller's representations and warranties, above. County may at its sole expense, obtain a Phase I environmental audit of the Property: (1) prior to July 1, 1996

("First Phase I"), and (2) prior to closing on purchase of the Property ("Second Phase I"). Each Phase I environmental audit shall certify that environmental condition of the Property complies with then existing federal, state and local laws, regulations and standards. If, based upon the First Phase I or the Second Phase I, the environmental condition of the Property does not meet the above described standards County shall, within 15 days of the receipt of the Phase I, give Seller written notice of the environmental defects. Seller agrees to attempt to correct such defects at Seller's expense within 120 days from the receipt of said notice, or within a time agreed to, in writing, by both parties. If necessary, any closing shall be postponed for 120 days. If Seller has not corrected such defects within said 120 days, the County, at its option, may complete the transaction notwithstanding the defects or may, upon notice to Seller in recordable form, declare this Agreement terminated, whereupon all payments made by County to Seller together with interest at the rate of 5% per annum (compounded annually), shall be returned to County and both parties released herefrom.

- c. If the results of the First Phase I or the Second Phase I reveal underground tanks located upon the premises, County shall notify Seller of the presence of the tanks within 15 days of the receipt of the Phase I. Seller shall, at the Seller's sole expense, have the tanks removed within 120 days of said notice. Seller shall also provide, within 120 days of said notice, an affidavit, subscribed and sworn to by a registered professional engineer licensed in the State of Colorado and approved by the County, certifying that the Property meets all applicable federal, state and local laws, regulations, and standards regarding such sites. If the then existing federal, state and local laws, regulations, and standards are not met, the County in addition to any other remedies provided under this contract or the law, may elect to cancel this contract, and all sums paid hereunder by County to Seller together with interest at the rate of 5% per annum (compounded annually), shall be returned to County.

4. MISCELLANEOUS AGREEMENTS.

- 4.1 **Land Use Regulations.** It is the intent of both the Seller and the County that all resolutions, decisions, conditions and restrictions which pertain to, or result from, Boulder County Dockets SU-94-22, 23, and SD-94-28 and SE-95-20, (or additional dockets which reference the dockets described herein) shall be in conformity with the terms of this Option to Purchase. In the event that any term of this Option to Purchase conflicts with any aspect of the above described (or related) Land Use Dockets, any decision by the Board of County Commissioners regarding the above described dockets shall control and the remaining unaffected provisions of this Option to Purchase shall remain in full force and effect.

4.2 **Identification and Information About the Property.** Golden's may, at its discretion, name the Property, subject to the County's reasonable right to accept such name. Once accepted, the County may not change the name designated by Golden's. The County, at Golden's election and expense, shall erect and maintain signs on the Property carrying the name designated by Golden's for such Property. Golden's shall also have the right, at its sole election and expense, to erect and maintain an informational kiosk on the Property describing the Gift, the mining and reclamation operations which were or are conducted on the Property or in the vicinity by Golden's, and any other information related to the Property. The County shall have the right to approve the location, content and design of such kiosk.

4.3 **Golden's Rights.** Golden's hereby reserves and retains all wetlands mitigation banking rights associated with the Property which result from wetlands created with the County's consent.

RAS *Jim* *2d/6*
4.4 **Maintenance of the Property.** In the event the Property is purchased by the County, ^{upon conveyance} ~~a bond conveyance~~, the County shall maintain the Property in its reclaimed condition and, during the ten years immediately following the completion of the reclamation of the Property, shall not make any significant changes in its condition without the prior written approval of Golden's. Thereafter, the County shall maintain the Property and limit uses to those commonly associated with County open space.

4.5 **Real Estate Commission.** Any real estate commission due to any broker upon the sale of the Property to the County shall be paid by Seller. The County represents and warrants to the Seller that the County is not a party to a contract which requires the payment of any real estate commission upon sale of the Property to the County.

4.6 **Condemnation.**

- a. If a portion of the Property is condemned or if proceedings for such condemnation are commenced or notice of such condemnation is received by Seller from a condemning authority prior to the date of closing on any parcel of the Property, County, in addition to all other rights and remedies as set forth and provided in this Agreement, shall have the right to terminate this Agreement and make the same of no further force and effect, or proceed with the purchase of the portion of the Property not so condemned, pursuant to subparagraph (b) below.
- b. The County agrees that if another governmental entity or agency, having powers of eminent domain, acquires title to any of the real Property as to which the County has the right and option to purchase pursuant to the terms and conditions of this document, the County shall, in such event, release its

rights and option to purchase as to the parcel so condemned and shall make no claim as to the monies paid for the Property so taken by the condemning authority. In the event of such a condemnation, the money so paid by the condemning authority for the parcel so taken shall be and become the sole and separate property of the Seller. The provisions of this paragraph shall not be construed, however, as precluding or preventing the County from so condemning the real Property as to which the County has a right and option to purchase hereunder. Such condemnation proceedings shall not affect the rights and options herein granted unto the County as to such of the Property described in Exhibit A not so taken and, in such event County may either: (1) terminate this Agreement pursuant to subparagraph (a) above, or (2) continue with the option to purchase, or purchase, of the Property not condemned, pursuant to the terms of this Agreement, except that, the purchase price of the parcel shall be determined in the proportion that the acreage acquired by the County bears to the total acreage of the parcel prior to the taking under and pursuant to such condemnation proceedings. In such event, all option payments or renewal payments shall be applied to the Purchase price at closing in the proportion that the payments relate to the acreage acquired by the County compared to the total acreage of the Property prior to the taking pursuant to such condemnation proceedings.

- 4.7 **Assignment.** Seller shall not assign its rights and obligations hereunder unless County first consents thereto in writing, which consent shall not be unreasonably withheld. Seller agrees that, so long as County is not in default hereunder, Seller shall not sell or convey any of the Property except to the County pursuant to this Agreement.
- 4.8 **Tax Consequences.** It is acknowledged that the Seller believes the sale price of the Property to the County is less than the fair market value as determined by a certified appraisal and considers the reduction to constitute a bargain sale or partial donation for a public purpose to the extent that fair market value exceeds the sales proceeds. Seller acknowledges that neither County, nor any of its agents or attorneys have made any representations as to the tax treatment to be accorded to this Agreement or to any proceeds thereof by the Internal Revenue Service under the Internal Revenue Code or by the tax officials of the state of Colorado under Colorado tax law.
- 4.9 **Release of Option Rights.** If this Agreement expires for any reason before the County exercises its option to purchase, the County will execute promptly and deliver to Seller a Quit Claim Deed or other instrument which will release the Property from the provisions of this Agreement.
- 4.10 **Agreement to Survive Closing.** The parties hereto agree that this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns,

and that, except for such of the terms, conditions, covenants and Agreement hereof which are, by their very nature fully and completely performed upon the closing of the purchase-sale transactions herein provided for, all of the terms, conditions, representations, warranties, covenants and Agreements herein set forth and contained shall survive the closing of any purchase-sale transaction herein provided for and shall continue after said closing to be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

- 4.11 Notices.** Whenever notice or consent is required to be given hereunder, it shall be in writing and delivered to the party entitled thereto or mailing to the party entitled thereto, by registered or certified mail, return receipt requested. If delivered, said notice shall be effective and complete upon delivery. If mailed, said notice shall be effective and complete upon mailing. Unless changed by notice in writing, notice shall be given as follows:

To the County: Boulder County Parks and Open Space Director
P.O. Box 471
Boulder, Colorado 80306

With Copies to: Boulder County Attorney
P.O. Box 471
Boulder, Colorado 80306

To the Seller: Manager
Golden Land Company, LLC
21 South Sunset
P.O. Box 328
Longmont, Colorado 80502

With Copies To: Grant, Bernard, Lyons & Gaddis, P.C.
Attn: Wallace H. Grant
P. O. Box 978
Longmont, Colorado 80502-0978

- 4.12 Severability.** If any part of this Agreement is found, decreed or held to be void or unenforceable such finding, decree or holding shall not affect the other remaining provisions of this Agreement which shall remain in full force and unaffected.

- 4.13 Recording.** This Agreement shall be recorded in the Boulder County Real Estate records at the expense of the County.

4.14 Counterparts. This Agreement may be executed in counterparts, each one constituting an original.

5. RECORDING. This Agreement shall be recorded in the office of the Clerk and Recorder of Boulder County, Colorado.

IN WITNESS WHEREOF, Seller and County have executed this Agreement as of this 22nd day of AUGUST, 1995.

COUNTY OF BOULDER, a body corporate and politic

By Homer Page
Homer Page, Chair

By Jana L. Mendez
Jana L. Mendez, Commissioner

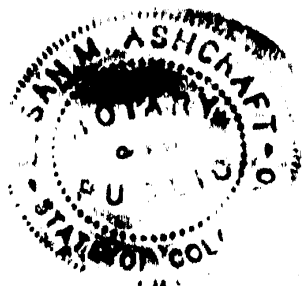
By Ronald K. Stewart
Ronald K. Stewart, Vice-Chair

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 22nd day of August, 1995, by Homer Page, Chair; Ronald K. Stewart, Vice-Chair; and Jana L. Mendez, Commissioner, County Commissioners of Boulder County, a body corporate and politic.

Witness my hand and official seal.

My commission expires: 10-17-97.



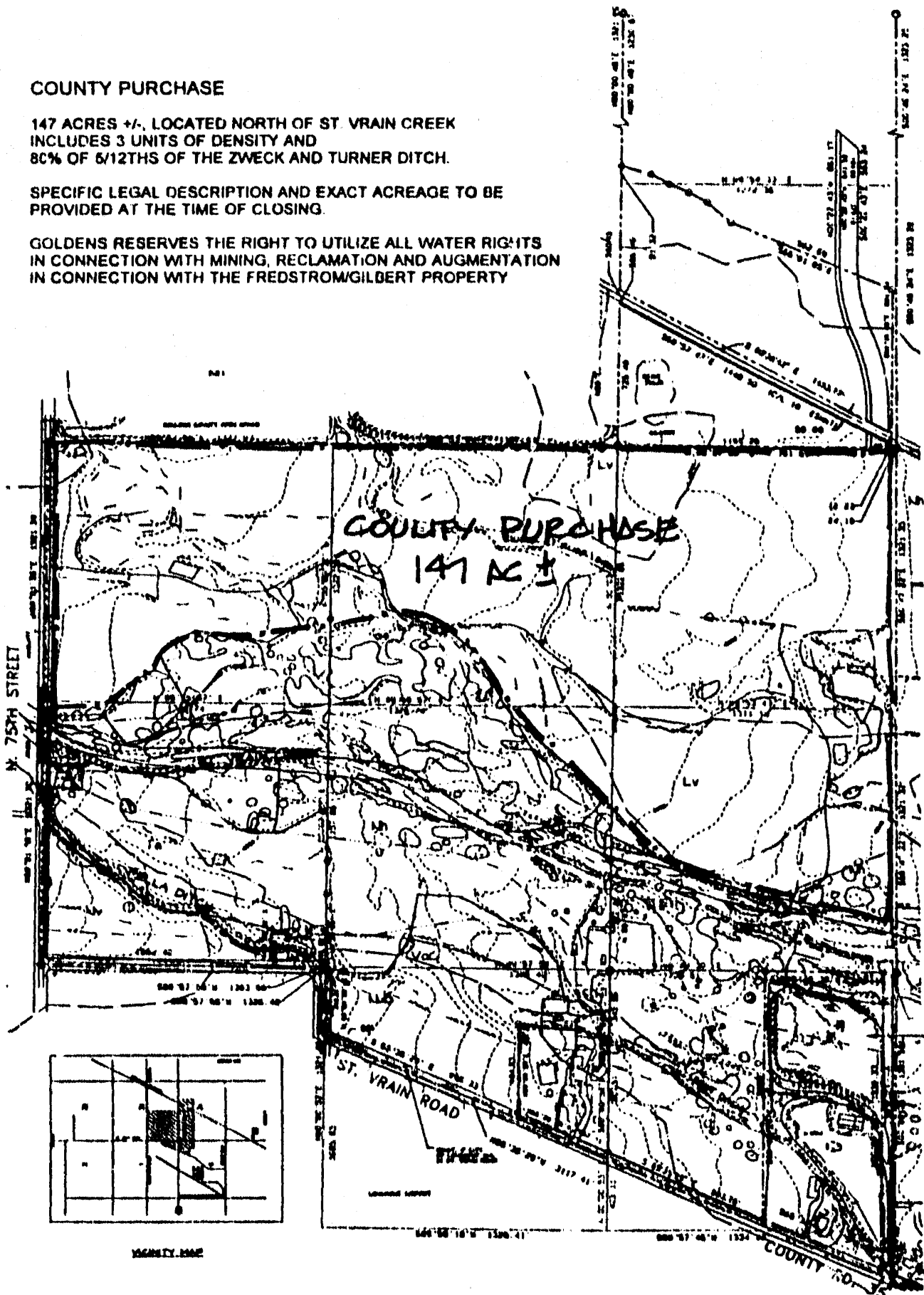
Susan M. Ashcraft
Notary Public

COUNTY PURCHASE

147 ACRES +/-, LOCATED NORTH OF ST. VRAIN CREEK
INCLUDES 3 UNITS OF DENSITY AND
80% OF 5/12THS OF THE ZWECK AND TURNER DITCH.

SPECIFIC LEGAL DESCRIPTION AND EXACT ACREAGE TO BE
PROVIDED AT THE TIME OF CLOSING.

GOLDENS RESERVES THE RIGHT TO UTILIZE ALL WATER RIGHTS
IN CONNECTION WITH MINING, RECLAMATION AND AUGMENTATION
IN CONNECTION WITH THE FREDSTROM/GILBERT PROPERTY



17-17

EXHIBIT B

TRANSFER REQUEST FORM

WATER STOCK TRANSFER REQUEST

Boulder, Colorado, _____, 1995

SALE

TO THE SECRETARY, [name of ditch company]

FOR VALUE RECEIVED, there is hereby assigned, transferred and set over to (and you are directed to transfer on the books of said company to)

County of Boulder, a body corporate and politic
P.O. Box 471, Boulder, CO 80306

ABSOLUTELY, XX SHARES of the capital stock of said company.

[TRANSFEROR/SELLER SIGNATURE]

BY: _____

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this _____ day of _____, 1995, by _____.

Witness my hand and official seal.

(S E A L)

Notary Public

My commission expires: _____.

PURCHASE AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into on _____, by and between the **COUNTY OF BOULDER**, a body corporate and politic (“County”) and **TENNIS CENTER OF THE ROCKIES LLC** (“Seller”).

RECITALS

County desires to purchase from Seller and Seller desires to sell to County that certain real property within the County of Boulder, State of Colorado, consisting of approximately 19.73 acres, and which is legally described on Exhibit A, attached hereto and incorporated herein by this reference (the “Property”).

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and the promises, payments, covenants, and undertakings hereinafter set forth, and other good and valuable consideration, which is hereby acknowledged and receipted for, County and Seller agree as follows:

PURCHASE PROVISIONS

1. In consideration of the payment of TEN THOUSAND DOLLARS (\$10,000.00) as Earnest Money, which must be paid within twenty (20) days of execution of this Agreement and held by the title company described in Paragraph 4 below, Seller hereby agrees to sell, and County hereby agrees to purchase the Property. Seller will provide a copy of any available engineering and/or survey work of the Property to County. Additionally, County may at its sole expense contract for an ALTA engineering survey of the Property sufficient to satisfy the requirements of the title company to delete the standard pre-printed exceptions from County’s title policy, as set forth in Paragraph 4 below. Any survey must be certified to County and the title company and the legal description for the Property must be furnished to Seller on or before the closing of the Property, said legal descriptions to include a certificate of the acreage therein as determined by the surveyor. Any survey must be acceptable to County, in County’s sole discretion. Closing may be postponed for as long as is reasonably necessary for County to receive and approve the survey identified in this paragraph.

2. The purchase price for the Property will be ONE MILLION EIGHT HUNDRED THOUSAND DOLLARS (\$1,800,000.00), payable in good funds at closing. The Earnest Money will be applied to the purchase price for the Property. Additionally, Seller agrees to convey to County, at no extra cost, any quitclaim deeds requested by County to ensure that County receives title to the Property as historically described or to ensure that County receives Seller’s right, title,

and interest to any additional property adjacent to the Property for which Seller may have a claim by adverse possession or disputed boundary.

3. The purchase price for the Property includes all surface and subsurface water and water rights, ditches and ditch rights, ponds and pond rights, springs and spring rights, wells and well rights, whether decreed or not, if any, attached or appurtenant to or used in connection with the Property and owned by Seller. The purchase price will also include all minerals appurtenant to the Property. The purchase of the Property will also include any existing access to the Property to which Seller has title or in which Seller has an interest. If requested by County, Seller will convey to County access to the Property over any additional land owned by Seller.

4. Within three weeks after the execution of this Agreement by the Board of County Commissioners of Boulder County, Seller must furnish to County a title insurance commitment on all the Property, to insure County's ownership of a fee simple interest in the Property, in the amount of the purchase price. The title commitment will include copies of all exception documents identified in the commitment. The title insurance commitment must be on a form acceptable to County and issued by a title insurance company acceptable to County, which maintains an office in Boulder County, and is authorized to do business in the State of Colorado ("Title Company"). Seller will be solely responsible for the cost of said title commitment and an owner's policy of title insurance issued pursuant to the commitment.

5. Title to the Property must be merchantable in Seller, and the title commitment must contain no exceptions other than:

5.1. taxes and assessments for the current year, which will be adjusted and prorated to the date of delivery of the deed; and

5.2. rights-of-way, easements, restrictions, covenants, and mineral reservations, which are acceptable to County.

Seller must execute an affidavit concerning mechanic's liens and other reasonable documentation required by the Title Company to delete the standard pre-printed exceptions related to liens and rights of parties in possession.

6. Should title not be merchantable as aforesaid, or if the title commitment includes additional exceptions which are not acceptable to County (even though such additional exceptions would not make the title unmerchantable), a written notice of the defects must be given to Seller by County within 30 days after receipt of the title commitment and all exception documents as set forth in Paragraph 4 of this Agreement. If Seller provides County with a title commitment and exception documents before the execution of this Agreement by the Board of Commissioners, County will have 30 days from the date of the execution of the Agreement by the Board of Commissioners within which to provide Seller with a written notice of title defects. Seller agrees to attempt to correct such defects at Seller's expense within 120 days from receipt of said notice

of defects, and the closing will be postponed for said 120 days. If Seller has not corrected such defects within said 120 days, County, at its option, may complete the transaction notwithstanding the defects or may, upon notice to Seller in recordable form, declare this Agreement terminated, whereupon all payment made by County to Seller must be returned to County and both parties will be released herefrom.

7. Unless postponed pursuant to the provisions of this Agreement, closing will take place no later than July 30, 2025, at a mutually agreeable time, or closing may be done virtually, or as may otherwise be mutually agreed to by the Parties. The closing will be handled by the title company issuing a title policy to the County. Seller will have the title company provide County with settlement sheets for both County and Seller at least 10 days before the closing.

7.1. At the closing of the sale of the Property to County, Seller must deliver to County the following:

- a. A fully good and sufficient executed and acknowledged General Warranty Deed conveying to County good and merchantable title to the Property being purchased, free and clear of all liens, tenancies, and encumbrances except those set forth in Paragraphs 5.1 and 5.2 above;
- b. Possession of the Property, free and clear of all existing leases and tenancies; except for those leases described in Paragraph 9.8 below, if any;
- c. Documents acceptable to County and the Title Company evidencing the authority of Seller to execute this Agreement and to convey the Property being purchased to County;
- d. All instruments, certificates, affidavits, and other documents necessary to satisfy the Requirements listed on Schedule B-1 of the title commitment;
- e. A current update of the title commitment, at Seller's expense, showing title subject only to the permitted exceptions determined by Paragraph 5 of this Agreement. Seller will cause the Title Company to issue to County its standard form owner's policy of title insurance insuring good and merchantable title to the Property in County, with the standard printed exceptions concerning liens and rights of parties in possession deleted, and subject only to the permitted exceptions as determined in Paragraph 5 of this Agreement;
- f. A certification that the representations and warranties of Seller pursuant to Paragraph 9 hereof continue to be true and correct as of the date of closing;

g. Seller's closing costs, which include Seller's portion of the prorated taxes and other assessments affecting the Property, all incidental costs and fees customarily paid by Seller in Boulder County land transactions, the cost of providing Owner's extended title coverage, and one-half of the cost of any closing fee;

h. If applicable, an affidavit by a professional engineer as described in Paragraph 12;

i. Any other documents required by this Agreement to be delivered by Seller to the title company or reasonably required by County or the Title Company in connection herewith; and

j. Any quitclaim deeds as described in Paragraph 2 of this Agreement, or documents required by Paragraph 3.

7.2. At the closing of the sale of the Property to County, County will deliver to Seller the following:

a. The applicable purchase price by County warrant, or other good funds for the Property; and

b. County's closing costs, which include all incidental costs and fees customarily paid by purchasers in Boulder County and one-half of the cost of any settlement or closing fee charged by the Title Company.

7.3. Prior to the closing of the sale of the Property to County, and except for the hay bales and picnic tables that are currently on the Property, Seller must remove all equipment, vehicles, salvage, rubbish, and other personal property from the Property. Closing may be postponed by County if equipment, vehicles, salvage, rubbish, and other personal property have not been removed prior to the scheduled closing date.

8. It is agreed that time is of the essence hereof. If County should fail or default in prompt payment of the purchase price for the Property according to the terms and conditions of this Agreement, and such failure is not attributable to any failure by Seller to timely and fully perform all of Seller's obligations hereunder, Seller, at Seller's option, may in writing declare this Agreement terminated and retain all monies paid to Seller as liquidated damages. It is agreed that such payments are Seller's sole and only remedy for County's failure to perform the obligations of this Agreement. Seller expressly waives the remedies of specific performance and additional damages. If Seller is in default: (1) County may elect to treat this Agreement as terminated, in which case all payments and things of value received hereunder must be returned to County; or (2) County may elect to treat this Agreement as being in full force and effect, and County will have the right to an action for specific performance or damages, or both.

REPRESENTATIONS AND WARRANTIES

9. Seller hereby represents and warrants to County that as of the date of the signing of this Agreement:

9.1. Seller has received no notice of and has no other knowledge of any litigation, claim or proceeding pending or currently threatened which in any manner affects the Property; and

9.2. Seller has received no notice and has no other knowledge of any current, existing violations of, or pending investigations into possible violations of, any federal, state or local law, code, ordinance, rule, regulation or requirement affecting the Property; and

9.3. Seller has the full right, power, and authority to transfer and convey the Property to County as provided in this Agreement and to carry out Seller's obligations under this Agreement; and

9.4. Each and every document, schedule, item, and other information delivered or to be delivered by Seller to County hereunder, or made available to County for inspection hereunder, must be true, accurate, and correct to the best of Seller's knowledge; and

9.5. Seller has not entered into any agreement with any private person or entity or with any governmental or quasi-governmental entity with respect to the Property that may result in liability or expenses to County upon County's acquisition of all or any portion of the Property; and

9.6. There are no special assessments which now burden or encumber the Property and there are no special assessments currently proposed as to the Property; and

9.7. The execution and delivery of this Agreement and the performance of all of the obligations of Seller hereunder will not result in a breach of or constitute a default under any agreement entered into by Seller or under any covenant or restriction affecting the Property; and

9.8. There are no leases, tenancies or rental agreements relating to the Property, or to any part thereof, which cannot be terminated by Seller on or prior to the date of closing of the transactions provided in the Agreement; and

9.9. Seller has not granted or created, and has no knowledge of any third parties who may have the right to claim or assert any easement, right-of-way or claim of possession

not shown by record, whether by grant, prescription, adverse possession or otherwise, as to any part of the Property, except as to the leases, if any, as described above; and

9.10. To the best of Seller's knowledge, no part of the Property has ever been used as a landfill, and no materials have ever been stored or deposited upon the Property which under any applicable governmental law or regulation would require that the Property be treated or such materials removed from the Property prior to the use of the Property for any purpose which would be permitted by law, but for the existence of said materials on the Property; and

9.11. To the best of Seller's knowledge, no underground storage tank, as that term is defined by federal statute or Colorado statute, is located on the Property which under applicable governmental law or regulation would require such underground storage tank to be upgraded, modified, replaced, closed or removed; and

9.12. To the best of Seller's knowledge, Seller has not caused or permitted the release of any hazardous substance on the Property. The terms "hazardous substance" and "release" as used herein will have the same meaning and definition as set forth in Paragraphs (14), (22) and (23), respectively, of Title 42 U.S.C. Section 9601; provided, however, that the term "hazardous substance" as used herein also will include "hazardous waste", as defined in Paragraph (5) of 42 U.S.C. Section 6903; and

9.13. Seller has received no actual notice from any oil company or related business of any intention to conduct operations for the drilling of any oil or gas well on the Property, whether such notice is in the form of a "thirty-day notice" under the rules of the Energy and Carbon Management Conservation Commission of the State of Colorado, a notice to commence earthwork for drilling operations, a notice for the location of access roads, or any other notice of any kind related to the conduct of operations for such drilling; and

9.14. Seller has no knowledge of any claims or purported claims of adverse possession pertaining to the Property and/or any land adjacent thereto by reason of the location of any exterior boundary fence lines, or otherwise.

Seller must, at the time of closing, certify to County in writing that the above and foregoing representations and warranties remain true and correct as of the date of closing. Seller agrees that if, at any time, it is discovered that any of the foregoing representations and warranties were not true and correct at the time they were made, Seller will indemnify County and hold it harmless from and against claims for any and all liabilities, costs or damages, including, but not limited to, attorney fees, suffered by or claimed against County as a result of the breach. This indemnity will survive the closing of the Property.

10. In addition to all other rights and remedies of County and Seller as set forth and provided in this Agreement, Seller agrees that County will have the right to terminate this Agreement and to make the same of no further force and effect:

10.1. If the representations and warranties of Seller as set forth and provided for in Paragraph 9 herein are not true and correct as of the date of the closing of the Property; or

10.2. If Seller fails or refuses to provide the title insurance commitment and title insurance policy to County within the time period and in the form and content required under the provisions of this Agreement; or

10.3. If any part of the Property is condemned, or if proceedings for such condemnation are commenced or notice of condemnation is received by Seller from a condemning authority prior to the date of closing of the Property; or

10.4. If any of the standards provided for in Paragraph 11 and/or 12 are not satisfied as of the date of closing of the Property; or

If County terminates this Agreement pursuant to this provision all sums paid hereunder by County to Seller must be returned to County.

INSPECTION AND ENVIRONMENTAL AUDIT

11. At all reasonable times during the term of this Agreement, County will have access to the Property for the purpose of conducting tests, studies, and surveys thereon, including, without limitation, environmental audits, soil and subsoil tests. County may perform or have performed at its option and/or expense the following inspections:

11.1. Soil and percolation tests;

11.2. Inspections for asbestos, PCBs, underground tanks, or other hazardous substances;

11.3. Any other inspections, tests, and/or studies deemed necessary by County, which do not materially damage the Property.

County will promptly provide to Seller copies of the results of all such tests, inspections, and studies following the receipt of same by County. Any inspections conducted by County will not mitigate or otherwise affect Seller's representations and warranties above. Prior to closing of the sale of the Property to County, County may, at its sole expense, obtain a Phase I environmental audit of the Property. The Phase I environmental audit and any follow up testing must be

satisfactory to County, in the County's sole discretion. If the Phase I, or any other tests or inspections received by or performed by County, is/are not satisfactory to County, County will give Seller written notice of the defects. Seller agrees to attempt to correct such defects at Seller's expense within 120 days of said notice, or within a time agreed to, in writing, by both parties. If necessary, the closing set forth in Paragraph 7 of this Agreement, may be postponed for 120 days. If Seller has not corrected such defects within said 120 days, County, at its option, may complete the transaction notwithstanding the defects or may, upon notice to Seller in recordable form, declare this Agreement terminated, whereupon all payments made by County to Seller must be returned to County, and both parties released herefrom.

12. If any underground tank/s is/are located on the Property, said tank/s must be removed by Seller at Seller's expense prior to the closing of the Property. If any underground tank/s is/are removed prior to closing pursuant to this Paragraph, Seller will provide at the time of closing of the Property an affidavit, subscribed and sworn to by a registered professional engineer licensed in the State of Colorado and approved by County, stating that the Property meets all applicable federal, state and local laws, regulations, and standards regarding such sites, including without limitation, the following standards:

12.1. No more than 75 parts per million total petroleum hydrocarbons in the soil using an analytical test/s which are standard in the industry for the detection of specific compound mentioned herein.

12.2. No more than 10 parts per million total petroleum hydrocarbons in ground water, other than drinking water, using an analytical test/s which are standard in the industry for the detection of the specific compound mentioned herein.

12.3. The BTEX (benzene, toluene, ethyl benzene and xylene) and the petroleum contaminants in the ground water must not exceed the maximum contaminant levels for these components in the ground water as set forth by the state water quality provisions in effect at the time of the execution of this contract.

13. This contract is not intended and will not be deemed to create, expand, diminish or in any way affect any liability or responsibility of Seller or County for any hazardous materials or other environmental matters on or relating in any way to the Property. "Hazardous materials" as used herein will mean and include any pollutant, contaminants or hazardous or toxic materials, wastes or materials as defined, listed or regulated by any federal, state or local law, regulation, order or decree. "Environmental matters" will mean and include any condition, claim, cost, order, demand, requirement or liability either (1) regulated or arising under any federal, state or local laws or regulations governing or relating to the environment, including without limitation RCRA, 42 U.S.C. Sec. 6901 et seq., and CERCLA, 42 U.S.C. Sec. 9601 et seq., as amended, or (2) caused by or relating to the presence or release of any hazardous materials in or to the air, soil, surface waters or groundwater.

REAL ESTATE COMMISSION

14. Any real estate commission due to any broker upon sale of the Property to County must be paid by Seller. County represents to Seller that County is not a party to a contract which requires the payment of any real estate commission upon sale of a fee simple interest in the Property to County.

PROPERTY TO REMAIN UNENCUMBERED

15. Seller agrees that Seller will not, so long as this Agreement is in effect, encumber or burden the Property or any part thereof without County's consent. Seller further agrees that during the term of this Agreement and through the date of delivery of possession of the Property to County, Seller must not develop the Property in any manner, including without limitation, constructing any improvements or erecting any structures on the Property, leasing mineral rights for the Property, or disturbing the surface of the Property.

ASSIGNMENT

16. Seller must not assign Seller's rights and obligations hereunder unless County first consents thereto in writing, which consent will not be unreasonably withheld.

County does, however, consent to Seller assigning Seller's rights hereunder in furtherance of an IRC Section 1031 tax-deferred exchange so long as County incurs no increased expense, delay of closing, or liability exposure and so long as the assignee complies with all the provisions of this Agreement. Said consent does not give Seller the right to impose any responsibilities on County that are not set forth in this Agreement other than the consent to the assignment. Seller agrees that so long as County is not in default hereunder, Seller must not sell or convey any of the Property except to County pursuant to this Agreement. County may assign its rights to purchase all or a portion of the Property or any interest in the Property, without the consent of Seller and Seller will cooperate in executing appropriate documentation for the transfer of all or part of the Property, or any interest in the Property, to any assignee of County, so long as Seller incurs no increased expense or liability exposure and so long as the assignee complies with all of the provisions of this agreement.

CONDEMNATION

17.1. Condemnation of the Entire Property Which is the Subject of This Agreement

If another governmental entity or agency exercises its powers of eminent domain to acquire title to the Property, County will, in such event, release its rights and option to purchase as to the Property so condemned and will make no claim as to the monies paid for the Property so taken by the condemning authority. In the event of such a condemnation,

the money paid by the condemning authority for the Property so taken will be and become the sole and separate Property of Seller. The provisions of this Paragraph will not be construed, however, as precluding or preventing County from condemning any property which it is statutorily authorized to condemn.

17.2. Condemnation of a Portion of the Property Which is The Subject of This Agreement

If another governmental entity or agency exercises its powers of eminent domain to acquire title to a portion of the Property which is the subject of this Agreement, County will still retain the rights granted under this Agreement as to such of the Property described in Exhibit A which is not taken by the condemnation. In such event, the portion of the Property which is not condemned will remain subject to the terms of the Agreement. The purchase price of the portion of the Property remaining subject to this Agreement will be determined on a per acre basis, by dividing the total purchase price for the Property by the total acreage of the Property to determine a per acre price.

TAX CONSEQUENCES

18. Seller acknowledges that neither the County, nor any of its agents or attorneys, has made any representations as to the tax treatment to be accorded to this sale or to any proceeds thereof by the Internal Revenue Service under the Internal Revenue Code or by the officials of the State of Colorado under Colorado law. Seller acknowledges they are solely responsible for meeting any and all Internal Revenue Service and/or State of Colorado statutes, rules, and regulations related to this transaction and that the County has encouraged Seller to obtain her own legal, tax, and financial advice.

AGREEMENT TO SURVIVE CLOSING

19. The parties hereto agree that, except for such of the terms, conditions, covenants, and agreements hereof which are, by their very nature fully and completely performed upon the closing of the purchase-sale transactions herein provided for, all of the terms, conditions, representations, warranties, covenants, and agreements herein set forth and contained will survive the closing of any purchase-sale transaction herein provided for and will continue after said closing to be binding upon and inure to the benefit of the parties hereto, their successors, and assigns.

ENTIRE AGREEMENT

20. This Agreement, including exhibits, contains the entire contract, understanding, and agreement between the parties and supersedes all prior understandings, warranties, representations, letters of intent, all of which are by execution hereof rendered null and void.

NOTICE

21. Within sixty (60) days after a change to a party's address, that party must provide written notice of any change of address to all other parties. Whenever notice is required to be given hereunder, it will be in writing and may be mailed, or hand delivered to the party entitled thereto, and if mailed, it will be done by registered or certified mail, return receipt requested. If mailed, said notice will be effective and complete as of the date of mailing. If hand delivered, said notice will be effective and complete upon completion of the hand delivery. Notice may also be accomplished by email, if emailed to a current email address specified in writing by the receiving party. Until changed by notice in writing, each party's mailing addresses are as follows:

To County:	Real Estate Division Boulder County Parks & Open Space Administration Building 5201 St. Vrain Road Longmont, Colorado 80503
With copy to:	The Boulder County Attorney's Office P.O. Box 471 Boulder, Colorado 80306
To Seller:	Tennis Center of the Rockies LLC <u>924 Hawthorne Ave</u> <u>Boulder, CO 80304</u>

GOVERNING LAW

22. The validity and effect of this Agreement will be determined in accordance with the laws of the State of Colorado.

COUNTERPARTS

23. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and all of which will constitute one and the same agreement. Digital signatures conforming with the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101 through 24-71.3-121 will be acceptable to and binding upon all Parties.

RECORDING

24. This Agreement will be recorded in the office of the Clerk and Recorder of Boulder County, Colorado.

SEVERABILITY

25. If any part of this Agreement is found, decreed or held to be void or unenforceable, such finding, decree or holding will not affect the other remaining provisions of this Agreement which will remain in full force and effect.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

COUNTY OF BOULDER,
a body corporate and politic

By: _____
Marta Loachamin, Chair of the Board of
County Commissioners of Boulder County,
Colorado.

TENNIS CENTER OF THE ROCKIES LLC:

Tracy Woodward

By

Tennis Center of the Rockies, LLC
By: Tracy Woodward, Managing Member, CFO

Title

EXHIBIT A

Legal Description

That certain real estate situated in the County of Boulder, State of Colorado, and legally described as:

A tract of land located in the Southeast Quarter of Section 1, Township 1 North, Range 70 West of the 6th P.M., County of Boulder, State of Colorado; said tract being more particularly described as follows:

Beginning at the East Quarter corner (a 1 1/2 inch aluminum cap) of Section 1 from whence the Southeast corner (an aluminum cap) of said Section 1 bears South 00°21'43" West and with all other bearings contained herein relative thereto; thence South 00°21'43" West, 1315.59 feet along the centerline of North 79th Street; thence North 89°41'30" West, 670.00 feet; thence North 00°21'43" East, 1315.72 feet to a point on the North line of said Southeast Quarter, Section 1; thence South 89°40'49" East, 670.00 feet to the point of beginning,

Except the Easterly 20 feet as conveyed to The County of Boulder by Quit Claim Deed recorded April 30, 1984 as Reception No. 617910, County of Boulder, State of Colorado.

Also known by street address as: 5701 North 79th Street, Longmont, CO 80503
APN: 146301400013

BOULDER COUNTY CONTRACT

SUMMARY		
Contract Identification		
Oracle Contract Number	304162	
Contract Name	High Desert Irrigation, LLC - POS - New Irrigation System Installations	
County Information		
Office or Department	Parks and Open Space	
Division/Program	Agricultural Division	
Mailing Address	PO BOX 471, Boulder, CO 80306	
Project Manager Name and Email	Jason Sauer jsauer@bouldercounty.gov	
Contact Name and Email	Brigitte Klaube bklaube@bouldercounty.gov	
Office or Department Accounting Email	pospayables@bouldercounty.gov	
Vendor Information		
Vendor Legal Name	High Desert Irrigation, LLC	
Vendor Other Name		<input type="checkbox"/> COI <input type="checkbox"/> DBA <input checked="" type="checkbox"/> W-9
Vendor Business Address	206 Hill Street, Kersey, CO 80644	
Vendor Mailing ("Remit to") Address	PO Box 643, Kersey, CO 80644	
Vendor Signer Name and Email	Mario Gomez mario@hd-irrigation.com	
Vendor Contact Name and Email	Destiny Gomez destiny@hd-irrigation.com	
Vendor Invoicing Email	destiny@hd-irrigation.com	
Contract Dates		
Authorization to Start Work	Informal Project Bid May be Required	
End Date	12/31/2029	
Contract Amount		
Contract Not to Exceed	\$ 5,000,000.00	
Highest Annual Amount	\$ 1,000,000.00	
<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 – <i>County Internal Use Only</i>	
Procurement Process	Formal Procurement Number Provided (award info attached in supporting documents)
Formal Procurement Number	SOQ-127-25
Award Date	5/16/2025
Does this include new FTE's or require additional budget approval?	No
Accounting Details – <i>County Internal Use Only</i>	
Account String will be assigned on a project-by-project basis	

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 Parks and Open Space ("County") and High Desert Irrigation, LLC ("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 acknowledges that this Contract does not constitute a guarantee that Contractor will be awarded any projects or work of any kind. County may enter into agreements with other contractors who may compete with Contractor to receive individual projects. If Contractor is selected, whether through an informal bid process, quotes, or otherwise, County will assign work to Contractor through a written task order. The task order may be a purchase order or purchase orders. The task order will list which of the services set forth in Exhibit B – Scope of Work are to be provided by Contractor at that time. County will provide notice of the task order to Contractor at the Vendor Contact Name and Email.

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:
↓↓ For Board-signed documents only ↓↓		
Attest:	Initial of EO/DH	
Attestor Name:		
Attestor Title:		



Risk Management

1325 Pearl Street • Boulder, Colorado 80302 • 303.441.3801

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

EXHIBIT A Insurance Requirements

Contract Name: Center Pivot Irrigation Installation SOQ

Oracle Number (Amendments): [Click or tap here to enter text.](#)

Insurance: Prior to commencing the **Work**, Contractor will provide a Certificate of Insurance to the County demonstrating adequate insurance coverage as required by this 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**.

a. **Boulder County as Additional Insured:** Boulder County shall be named as an additional insured for General Liability, Umbrella/Excess Liability, and Pollution Liability, as designated in this Contract. Additional insured shall be endorsed to the policy.

THE ADDITIONAL INSURED WORDING SHOULD BE AS FOLLOWS: *County of Boulder, State of Colorado, a body corporate and politic, is named as Additional Insured.*

b. **Notice of Cancellation:** Each insurance policy required by this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days' prior written notice has been given to the County except when cancellation is for non-payment of premium, then ten (10) days' prior notice may be given. If any insurance company refuses to provide the required notice, Contractor or its insurance broker shall notify the County any cancellation, suspension, or nonrenewal of any insurance policy within seven (7) days of receipt of insurers' notification to that effect.

c. **Insurance Obligations of County:** County is not required to maintain or procure any insurance coverage beyond the coverage maintained by the County in its standard course of business. Any insurance obligations placed on the County in any of the **Contract Documents** shall be null and void.

d. **Deductible:** Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of Contractor.

e. **Primacy of Coverage:** Coverage required of Contractor and its subcontractors, if any, shall be primary over any insurance or self-insurance program carried by the County.

f. **Subrogation Waiver:** All insurance policies in any way related to this Contract secured or maintained by Contractor as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against County, its organizations, officers, agents, employees, and volunteers.

g. **Requirements:** For the entire duration of this Contract including any extended or renewed terms, and longer as may be required by this Contract, Contractor shall procure and maintain at its own expense, and without cost to the County, the following kinds and minimum amounts of insurance to insure the liability risks that Contractor has assumed under this Contract:

Commercial General Liability

Coverage should be provided on an Occurrence form, ISO CG0001 or equivalent. The policy shall be endorsed to include Additional Insured Owners, Lessees or Contractors endorsements CG 2038 (or equivalent), Designated Construction Project(s) General Aggregate Endorsement CG2503 (or equivalent) and Additional Insured Completed Operations for Owners, Lessees or Contractors CG 2037 (or equivalent). Minimum limits required of \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products/Completed Operations Aggregate. The County requires the Products/Completed Operations coverage to be provided 3 years after completion of construction. An endorsement must be included with the certificate.

Workers' Compensation and Employer's Liability

Workers' Compensation must be maintained with the statutory limits. Employer's Liability is required for minimum limits of \$100,000 Each Accident/\$500,000 Disease Policy Limit/\$100,000 Disease-Each Employee.

Professional Liability (Errors and Omissions)

Professional liability coverage with minimum limits of \$1,000,000 Per Loss and \$1,000,000 Aggregate. Professional Liability provisions indemnifying for loss and expense resulting from errors, omission, mistakes or malpractice is acceptable and may be written on a claims-made basis. The contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

Pollution Liability

Coverage pay for those sums the Contractor becomes legally obligated to pay as damages because of Bodily Injury, Property Damage or environmental Damage arising out of a pollution incident caused by the Contractor's work including Completed Operations. Coverage shall include emergency response expenses, pollution liability during transportation (if applicable) and at Non-Owned Waste Disposal Site (if applicable). The Minimum limits required are \$1,000,000 Per Occurrence/Loss and \$1,000,000 Policy Aggregate. If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed. County shall be named as an additional insured for ongoing operations and completed operations.

Entry ID 701

Exhibit B
Scope of Work and Fee Schedule

SPECIFICATIONS:

Contractor will work under the direction of the designated BCPOS Project Manager. Approval by the Project Manager and a Notice to Proceed is required prior to any work commencing. Selected contractor will be required to adhere to Boulder County Purchasing Policies and Procedures.

CONTRACTOR RESPONSIBILITIES:

1. Contractors will be responsible for the following;
 - a. Overseeing awarded projects, coordinating contractor's staff and the county or performing installation and/or general repair of systems which may include, but is not limited to:
 - i. Plumbing (pipelines, water supply lines, etc.)
 1. Includes installation, repair, etc
 - ii. Electrical
 - iii. System alignment issues
 - iv. GPS Issues
 - v. Gear boxes
 - vi. Drive motors, drive shafts, wheels/tires
 - vii. Bridging,
 - viii. Drops and nozzles
 - ix. End guns and booster pumps
 - x. Ponds, pumps in ponds
 - xi. Putting an irrigation system back together that has flipped over
2. Contractor must be able to respond to emergency and after hour repair services as needed. Emergency service must be completed within a 6-hour window. After hour services is defined as 6:00 p.m. through 12:00 a.m.
 - a. Projects and repairs must be completed in a timely, cost-effective, and quality workmanship manner.
3. Contractor must possess a current Boulder County Community Planning and Permitting Department Contractor's License, and work performed must be in compliance with any state and local building/land use codes.
4. Contractor will be required to provide service on additional properties that the County may acquire in the future that could have irrigation system's already in place or the potential to install new systems.
5. Responsible for any and all building permits for the entire project.
6. Responsible for working with the utility company that will be used to supply power to the project.
7. Responsible for securing bonds if applicable.

BOULDER COUNTY RESPONSIBILITIES:

1. Coordinating with current property tenant.

2. Being available by phone, text or email to selected contractor.
3. Allow access to property during working hours.

DELIVERABLES:

Each awarded project will have the Deliverables specifically stated.

PAYMENT FOR SERVICES:

Payment is subject to the terms of each individual Project awarded.

BOULDER COUNTY CONTRACT

SUMMARY		
Contract Identification		
Oracle Contract Number	304232	
Contract Name	Blueprint Skilled Services- PW - BCBS - Temporary	
County Information		
Office or Department	Public Works	
Division/Program	Building Services	
Mailing Address	PO BOX 471, Boulder, CO 80306	
Project Manager Name and Email	Marc Dominguez mdominguez@boulderc	
Contact Name and Email	Laura Konersman lkonersman@boulderco	
Office or Department Accounting Email	pwinvoices@bouldercounty.gov	
Vendor Information		
Vendor Legal Name	Blueprint Skilled Services LLC	
Vendor Other Name	<input type="checkbox"/> COI <input type="checkbox"/> DBA <input type="checkbox"/> W-9	
Vendor Business Address	1075 South Yukon Street #150, Lakewood, CO	
Vendor Mailing ("Remit to") Address	1075 South Yukon Street #150, Lakewood, CO	
Vendor Signer Name and Email	Wade Christianson wade@blueprint-inc.com	
Vendor Contact Name and Email	Wade Christianson wade@blueprint-inc.com	
Vendor Invoicing Email	wade@blueprint-inc.com	
Contract Dates		
Authorization to Start Work	Informal Project Bid May be Required	
End Date	4/30/2027	
Contract Amount		
Contract Not to Exceed	1000000	
Highest Annual Amount	500000	
<i>Pricing details, including annual limits, if any, detailed in Exhibit B</i>		
Contract Documents		
<div style="margin-bottom: 5px;"><input checked="" type="checkbox"/> Exhibit A: Insurance Requirements</div> <div style="margin-bottom: 5px;"><input checked="" type="checkbox"/> Exhibit B: Scope of Work and Pricing Details</div> <div style="margin-bottom: 5px;"><input type="checkbox"/> Exhibit C: Boulder County Data and Cyber Security Requirements</div> <div style="margin-bottom: 5px;"><input type="checkbox"/> Exhibit D: _____</div> <div style="margin-bottom: 5px;"><input type="checkbox"/> Exhibit E: _____</div> <div style="margin-bottom: 5px;"><input type="checkbox"/> Exhibit F: _____</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	Formal Procurement Number Provided (award info attached in supporting documents)
Formal Procurement Number	SOQ 7330-22
Award Date	4/19/2022
Does this include new FTE's or require additional budget approval?	No
Accounting Details – County Internal Use Only	

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 Public Works ("County") and Blueprint Skilled Services LLC ("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 acknowledges that this Contract does not constitute a guarantee that Contractor will be awarded any projects or work of any kind. County may enter into agreements with other contractors who may compete with Contractor to receive individual projects. If Contractor is selected, whether through an informal bid process, quotes, or otherwise, County will assign work to Contractor through a written task order. The task order may be a purchase order or purchase orders. The task order will list which of the services set forth in Exhibit B – Scope of Work are to be provided by Contractor at that time. County will provide notice of the task order to Contractor at the Vendor Contact Name and Email.

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:
- a. Execution of this Contract and performance thereof is within Contractor's duly authorized powers;
 - b. The individual executing this Contract is authorized to do so by Contractor;
 - c. 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
 - d. 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:	
↓↓For Board-signed documents only↓↓			
Attest:	Initial of EO/DH		
Attestor Name:			
Attestor Title:			