



AGENDA
Logan County Board of Commissioners
Logan County Courthouse, 315 Main Street, Sterling, Colorado
Tuesday, October 18, 2022 - 9:30 a.m.

Call to Order
Pledge of Allegiance
Revisions to Agenda
Consent Agenda

Approval of the Minutes of the September 20, 2022 meeting.

Acknowledge the receipt of the Veteran's Service Officer's report and Certification of pay form for the month of September, 2022.

Acknowledge the receipt of the Treasurer's Report for the month of September, 2022.

Acknowledge the receipt of the Public Trustee's Quarterly Report Third Quarter Report for 2022.

Acknowledge the receipt of the Landfill Supervisor's Report for the month of September, 2022.

Acknowledge the receipt of the Clerk and Recorder's Report for the month of September, 2022.

Consideration of the appointment of Greg Larson as Logan County's appointee to the Republican River Water Conservation District Water District Board of Directors for a three-year term to expire on November 15, 2025.

Consideration of the appointment of Madison Bellendir, GIS Specialist/Sr. Appraisal Tech. as the Logan County Representative to the E911 Authority Board.

Unfinished Business

Consideration of the award of the proposal for materials and labor of construction of two sunshade covers and one concrete pad at the Logan County Shooting Sports Complex, 12515 Hwy 61, Sterling, Colorado.

New Business

Consideration of the approval of the following Logan County Lodging Tax Board Projects:

- Governor's Conference on Tourism 2023 - \$2,000.
- Miles Partnership 2023 – Advertising package with Colorado Tourism Office and colorado.com Plan B: \$16,621.50.

Consideration of the approval of an agreement between Logan County and the State of Colorado Department of Natural Resources Colorado Parks and Wildlife to administer grant funds for a federal grant to construct a firing line and shade shelter for the Logan County Shooting Range to accommodate recreational shooters during eastern plains summer conditions. Grant funds in the maximum amount of \$70,500.00 will be awarded for the work.

Consideration of the approval of an application for Colorado Parks and Wildlife Shooting Range Small Grant Program Federal Funds for Improving Shooting and Archery Facilities in Colorado to be used for shooting benches for the Logan County Shooting Sports Complex in the amount of \$3,712.50.

Consideration of the approval of the ticketing system contract between Logan County and Saffire, LLC for the Logan County Fair for a period of three years.

Consideration of the ratification of an online auction listing and marketing agreement between Logan County and Big Iron Auctions for the sale of a 2004 Caterpillar 963C Track Loader SN BBD00939.

Consideration of the approval of an Intergovernmental Agreement between Logan County and Yuma County, and their respective Sheriff's Offices, which provides for the housing of Yuma County jail inmates in the Logan County Adult Detention Facility.

Consideration of the approval of an Intergovernmental Agreement between Logan County and Phillips County, and their respective Sheriff's Offices, which provides for the housing of Phillips County jail inmates in the Logan County Adult Detention Facility.

Consideration of the approval of an Intergovernmental Agreement between Logan County and Sedgwick County, and their respective Sheriff's Offices, which provides for the housing of Sedgwick County jail inmates in the Logan County Adult Detention Facility.

Other Business

Miscellaneous Business/Announcements

The next regular meeting will be scheduled for Tuesday, November 1, 2022, at 9:30 a.m. at the Logan County Courthouse.

Executive Session as Needed

Adjournment

September 20, 2022

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

Byron H. Pelton	Chairman
Jane E. Bauder	Commissioner
Joseph A. McBride	Commissioner

Also present:

Alan Samber	Logan County Attorney
Pamela Bacon	Logan County Clerk & Recorder
Debbie Unrein	Logan County Finance
Faith Blankenship	Logan County Commissioner Office
Diana Korbe	Logan County Finance
Jennifer Crow	Logan County Commissioner Office
Dave Appelhans	Logan County Shooting Sports
Dave Conley	Logan County Lodging Tax
Jerry Sonnenberg	
Rebecca Curtis	American Modern Professionals for Tomorrow
Erin Mendenhall	American Modern Professionals for Tomorrow
Dennis Vierow	
Jeff Rice	Journal-Advocate

Chairman Pelton called the meeting to order at 9:30 a.m. and opened the meeting with the Pledge of Allegiance.

Chairman Pelton asked if there were any revisions for the agenda. Chairman McBride moved to approve the minutes from the September 6 meeting with a revision to adding Resolution 2022-27 which was approved unanimously by the board. Commissioner Bauder seconded, and the motion carried 3-0. Chairman Pelton continued with consent agenda.

The Board continued with the Consent Agenda items:

- Acknowledge the receipt of the Solid Waste Supervisor's Report for the month of August 2022.
- Acknowledge the receipt of the Sheriff's Fee Report for the month of August 2022.
- Acknowledge the receipt of the Treasurer's Report for the month of August 2022.

Commissioner Bauder moved to approve the Consent Agenda. Commissioner McBride seconded, and the motion carried 3-0.

Chairman Pelton continued with New Business:

The Board opened a public hearing for the application of Advancing Modern Professionals for Tomorrow (AMPT) for a Malt, Vinous and Spirituous Special Events Liquor License for the premises described as 3429 Timber Lane, Merino, Colorado for October 1, 2022.

- Rebecca Curtis gave details on the proposal to the board.
- Erin Mendenhall of AMPT explained and gave details to the board.

Hearing no public comment, Chairman Pelton closed the public hearing.

Commissioner McBride moved to approve the application of Advancing Modern Professionals for Tomorrow (AMPT) for a Malt, Vinous and Spirituous Special Events Liquor License for the premises described as 3429 Timber Lane, Merino, Colorado for October 1, 2022. Commissioner Bauder seconded, and the motion carried 3-0.

The Board will open proposals for materials and labor of construction of two sunshade covers and one concrete pad at the Logan County Shooting Sports Complex, 12515 Hwy 61, Sterling, Colorado.

- American Building Systems in the amount of \$36,464.00 option 1
- American Building Systems in the amount of \$39,998.00 option 2

Commissioner McBride moved to accept the bids and refer the proposals to Dave Appelhans for a recommendation. Commissioner Bauder seconded, and the motion carried 3-0.

Consideration of the approval of the following Logan County Lodging Tax Board Projects:

- Half of Billboard Lease in the amount of \$3,600.
- I80/I76 Travel Guide in the amount of \$1,990.
- Colorado Life Advertising 2023 in the amount of \$5,742.

Commissioner Bauder moved to approve the Logan County Lodging Tax Board Project of Half of a Billboard Lease in the amount of \$3,600. Commissioner McBride seconded, and the motion carried 3-0.

Commissioner McBride moved to approve the Logan County Lodging Tax Board Project of I80/I76 Travel Guide in the amount of \$1,990. Commissioner Bauder seconded, and the motion carried 3-0.

Commissioner Bauder moved to approve the Logan County Lodging Tax Board Project of Colorado Life Advertising 2023 in the amount of \$5,742. Commissioner McBride seconded, and the motion carried 3-0.

Commissioner McBride moved to approve an Employer Benefit Agreement between Logan County and Medical Transport Solutions Anywhere (MASA) for a payroll-deduct benefit to be offered to employees for out of pocket-expenses incurred as a result of an emergent transport situation and authorize the Chairman to sign. Commissioner Bauder seconded, and the motion carried 3-0.

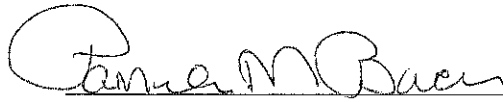
Commissioner Bauder moved to approve an agreement between Logan County and Sun Valley Rides, LLC for set up and operation of a complete carnival at the Logan County Fairgrounds during the 2023 Logan County Fair and Rodeo August 1 – August 6, 2023. Commissioner McBride seconded, and the motion carried 3-0.

Other Business

The next meeting will be scheduled for Tuesday, October 18, 2022, at 9:30 a.m. at the Logan County Courthouse.

There being no further business to come before the Board, the meeting adjourned at 9:50 a.m.

Submitted by:


Logan County Clerk

Approved: October 18, 2022

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(seal)

By: _____
Byron Pelton, Chairman

Attest:

Logan County Clerk & Recorder



Colorado Department of Military and Veterans Affairs
County Veterans Service Officers Monthly Report and Certification of Pay

County of Logan Month of September 2022

Telephone Calls	from vets \Rightarrow 80 about vets \Rightarrow 13 to vets \Rightarrow 78	Total calls \Rightarrow 171
Appointments	office \Rightarrow 45 home \Rightarrow 02	Total visits \Rightarrow 47
Outreach	16	Total \Rightarrow 16
emails	from vets \Rightarrow 16	Total Served \Rightarrow 234
Total Served	to vets \Rightarrow 15 > 31	

Surveys Submitted	-05-
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Certification by County Veterans Service Officer

I hereby certify that the above monthly report is true and accurate to the best of my knowledge and belief. I have been employed as a county veteran service officer at a rate of:

- ☐ 34 hours per week or fewer
☒ 35 hours per week or more

For the month of September 2022 from Logan county.

Signature of County Veterans Service Officer

Date

Certifications by County Commissioner or Designee

- ☒ In accordance with CRS 28-5-802, I hereby certify the appointment of our county veterans service officer.
☒ In accordance with CRS 28-5-707, I hereby certify the accuracy of the Report CVA-26 revised September 2021.

County Commissioner or Designee of

County

Date

This certification, submitted monthly, properly signed and executed is considered as application for the monetary benefits to the County General Fund in accordance with 28-5-804 (2002) Colorado Revised State Statute.

Submit this form no later than the 15th day the following month to:

*Colorado Division of Veterans Affairs
cdvainfo@dmva.state.co.us*

LOGAN COUNTY TREASURER'S MONTHLY REPORT
REPORT OF COUNTY FUNDS ONLY
SEPTEMBER 2022

COUNTY FUNDS	8/31/22 BALANCE	PROPERTY TAXES	SPECIFIC OWNERSHIP	MISC COLLECTIONS	TRANSFERS IN (OUT)	WARRANTS	TREAS FEES	9/30/22 BALANCE
COUNTY GENERAL	\$ 15,891,137.06	\$ 51,455.51	\$ 82,239.10	\$ 214,232.10	\$ -	\$ (886,188.08)	\$ (3,066.96)	\$ 15,349,808.73
ROAD & BRIDGE	\$ 8,131,865.44	\$ 6,924.19	\$ 12,697.12	\$ 457,955.42	\$ -	\$ (480,319.36)	\$ (5,557.35)	\$ 8,123,565.46
CONTINGENT	\$ 671,999.55	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 671,999.55
CAPITAL EXPENDITURES	\$ 1,226,091.92	\$ 2,648.00	\$ 4,232.39	\$ 36,644.35	\$ -	\$ (55,916.71)	\$ (52.96)	\$ 1,213,646.99
JUSTICE CENTER	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TELEVISION FUND	\$ 159,643.66	\$ 397.25	\$ 634.92	\$ -	\$ -	\$ (28,656.85)	\$ (7.94)	\$ 132,011.04
PEST CONTROL	\$ 340,895.71	\$ 1,949.27	\$ 1,660.92	\$ 285.77	\$ -	\$ (13,488.21)	\$ (38.99)	\$ 331,264.47
LODGING TAX	\$ 135,477.47	\$ -	\$ -	\$ 18,995.88	\$ -	\$ (6,263.49)	\$ -	\$ 148,209.86
SOLID WASTE	\$ 1,855,937.00	\$ 0.39	\$ -	\$ 90,674.23	\$ -	\$ (45,972.93)	\$ (0.01)	\$ 1,900,638.68
SOLID WASTE CLOSURE	\$ 724,247.76	\$ -	\$ -	\$ 7,991.49	\$ -	\$ -	\$ -	\$ 732,239.25
CONSERVATION TRUST	\$ 388,096.22	\$ -	\$ -	\$ 19,043.65	\$ -	\$ -	\$ -	\$ 407,139.87
FAIR FUND	\$ 408,014.68	\$ -	\$ -	\$ 68.00	\$ -	\$ (149,902.20)	\$ -	\$ 258,180.48
CAPITAL IMPROVEMENT	\$ 5,454,899.71	\$ 204,014.75	\$ -	\$ -	\$ -	\$ (554,972.51)	\$ (4,075.71)	\$ 5,099,866.24
AMBULANCE FUND	\$ 96,050.71	\$ -	\$ -	\$ 66,008.75	\$ -	\$ (66,633.08)	\$ -	\$ 95,426.38
% TAX COLLECTED TO DATE								99.99%
TOTALS	\$ 35,484,356.89	\$ 267,389.36	\$ 101,464.45	\$ 911,899.64	\$ -	\$ (2,288,313.42)	\$ (12,799.92)	\$ 34,463,997.00

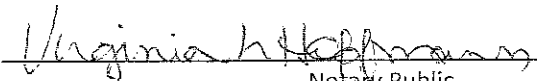
STATE OF COLORADO)
: ss.
COUNTY OF LOGAN)

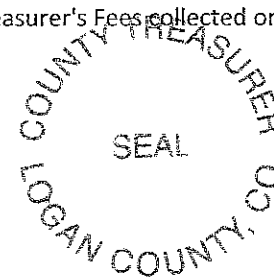
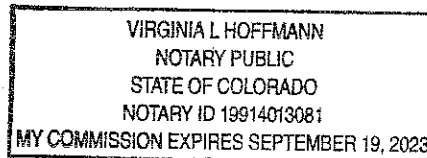
I hereby certify that the Logan County Treasurer's Office collected property taxes totaling \$ 243,835.18 for the month of SEPTEMBER 2022 which amount includes taxes for the County and all taxing authorities within the Treasurer's jurisdiction. The total Treasurer's Fees collected on all of said taxes for the month of SEPTEMBER 2022 is \$13,788.61 which includes fees for the County and all taxing authorities.


Patricia Bartlett, Logan County Treasurer

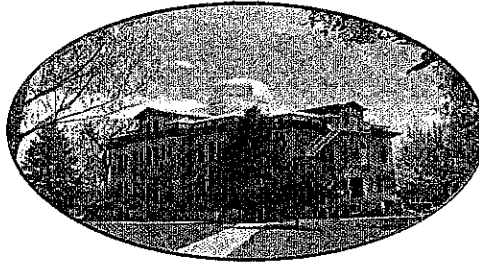
Subscribed and sworn to before me this 5th day of OCTOBER 2022, by Patricia Bartlett, Logan County Treasurer.
Witness my hand and official seal.

My Commission expires: September 19, 2023


Notary Public



PATRICIA BARTLETT
Logan County
Colorado
Treasurer and
Public Trustee



315 Main St., Ste. 4
Sterling, CO 80751
Phone (970) 522-2462
treasurer@logancountyco.gov
<http://logancounty.colorado.gov/>

October 3, 2022

The Honorable Board of County Commissioners
Courthouse
Sterling, CO 80751

Herewith attached is the Public Trustee's Third Quarter Report showing a total collected of \$3,905.00.

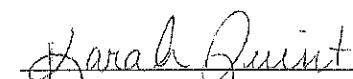

Patricia Bartlett, Logan County Public Trustee



STATE OF COLORADO)
 :SS.
COUNTY OF LOGAN)

The foregoing instrument was acknowledged before me this 3rd day of October, 2022, by Patricia Bartlett, Logan County Public Trustee. Witness my hand and official seal.

My commission expires: June 13, 2026


Karah Ashley Quint
Notary Public

KARAH ASHLEY QUINT
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224023185
MY COMMISSION EXPIRES JUNE 13, 2026

LOGAN COUNTY SOLID WASTE DEPARTMENT--MATT CHRISP, SUPERVISOR

315 Main Street Sterling, CO 80751

(970)522-8657 Fax---(970)522-1995

FOR SEPTEMBER 2022		TONS	PRICE	CHARGES
Area Town Clean-ups	CPC		@ \$1.17	\$0.00
City of Sterling Clean-up	SFCC		@ \$1.17	\$0.00
City of Sterling Packers	SF	526.56	@ \$23.17	\$12,200.40
City of Sterling Dump Trucks	CL	102.06	@ \$23.17	\$2,364.73
General Public		52.42	@ \$23.17	\$1,214.57
Commerial (Packers & Roll Offs)	C	843.58	@ \$23.17	\$19,545.75
>5 Tons on Free Certificates	XTON		@ \$23.17	\$0.00
Indust. Waste>5 Tons on Free Cert.	IDXTON		@ \$36.17	\$0.00
Industrial Waste	All other ID	366.85	@ \$36.17	\$13,268.96
Industrial Petroleum Contaminated Soil	IDPCS		@ \$36.17	\$0.00
Out of County	OC	89.75	@ \$46.34	\$4,159.02
Industrial Waste Out of County	IDOC	18.62	@ \$72.34	\$1,346.97
Rural Free Certificates	NC	79.65	NC	
All County Vehicles	NCC	2.33	NC	
TOTAL TONS		2081.82		
\$10.00 MINIMUM DIFFERENTIAL				\$709.60
\$20.00 MINIMUM DIFFERENTIAL				-\$0.12
E-Waste Recycling		18		\$114.00
E-Waste Recycling	NCEW		NC	
GEW (Government E-Waste)			LB. \$0.15	\$0.00
Outgoing Recycled Tires (Metal) Wood		5.24		
Car Tires (CHG)		51	@ \$5.00	\$255.00
Truck Tires (CHG)		4	@ \$8.00	\$32.00
Car/Truck Tires (NC)			NC	
Tractor Tires (CHG)			@ \$12.00	\$0.00
Earth Moving Tires (CHG)			@ \$20.00	\$0.00
Tractor/Earth Moving Tires (NC)			NC	
R & B Illegally Disposed Tires & Matts (RBT)		4	NC	
Appliances (CHG)		6	@ \$5.00	\$30.00
Appliances (NC)			NC	
Analytical Reviews	ARV		@ \$180.00	\$0.00
Unsecured/Unauthorized Loads	CHG		@ \$20.00	\$0.00
Total # of Vehicles		802		
TOTAL OC & IDOC				\$5,505.87
TOTAL IN COUNTY				\$49,735.01
GRAND TOTAL				\$55,240.88

SIGNED BY:

DATE:

April Welch
10/11/22

LOGAN COUNTY SOLID WASTE SUR-CHARGE REPORT

Sep-22	TONS	CPC (CLOSURE)	GRAND TOTAL
CASH	241.86	863.86	\$6,127.82
CHARGE	1211.34	2462.9	\$34,466.60
CITY OF STERLING	628.62	1265.48	\$14,646.46
TOTAL	2081.82	\$4,592.24	\$55,240.88
THESE TNS ARE SHIPPED OFF:			
GEW			
RECYCLED METAL (SWAN)	5.24		
RECYCLED METAL (BOHM)			
RECYCLED TIRES			
RECYCLED WOOD			
GRAND TOTAL TNS	2087.06		

SIGNED BY:

DATE:

April Welch
10/11/22

Monthly Vouchers and Warrants to Treasurer

September

2022

checked Initials

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Warrants

	48,520.56	Colorado Department of Revenue - Motor Vehicle Division State (Sales & Use Tax)
	1,175.80	Colorado Department of Revenue - RTA Rural Transit Authority (Sales & Use Tax)
	34,383.84	City of Sterling (Sales & Use Tax)
	2,672.28	Town of Fleming (Sales & Use Tax)
	187,144.47	Colorado Department of Revenue - Motor Vehicle Division (Fees Collected)
	66.00	Colorado Department of Health (Marriage/Civil Vital Records)
	440.00	Colorado Domestic Abuse Fund (Marriage/Civil Domestic Abuse)

Vouchers

	858.00	State of Colorado Electronic Transfer (2/3 Surcharge)	ACH
	3,659.04	Logan County Clerk (Road Fees \$1.50 Fees)	
	5,313.75	Logan County Clerk (Road Fees \$2.50 Fees)	
	17,978.75	Logan County Clerk (General Fund)	010-41600

3,020.00	Late Fees	Recording Retained
10,276.00	License Fees (Clerk Hire)	13,002.11
161.60	Permit Fees	MV Retained
103.17	Plate Fees (\$2.00)	327,820.39
107.90	POST Fees	
503.08	Refunds	
2,424.00	Title Fees	
1,383.00	County Special Purpose Fund	

	27,185.33	Logan County Clerk (Clerk Retained Fees)
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20.00	County Revenue
48.00	Duplicate Registration
266.50	Duplicate Title
2,845.00	Lien Fees
1,671.36	State Vendor Fee
1,809.69	Sterling Vendor Fee
3,477.28	2% SMM Rentals
5,181.78	MV Net Adjustments
13,002.11	Recording Retained
1,136.39	Recording Net Adjustments

930-41300
City of Sterling Deb Forbes 970-522-9700

Town of Fleming
Attn: Town Clerk
PO Box 468, Fleming, CO 80728

Co Dept of Revenue
Div of Motor Vehicles/BOC
PO Box 173350
Denver, CO 80217-3550

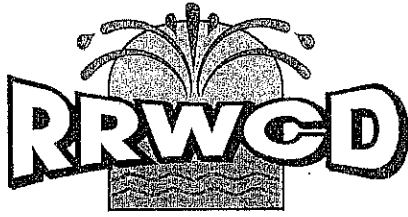
	0.00	Logan County Clerk (Uninsured Motorist)	931-41300
	187,927.88	Logan County Clerk (Ownership Tax)	430-40300
	41,119.58	you enter Logan County (County Sales & Use Tax) 41 & 42	

20,559.80	1/2 Sales/Use Cap Improvements	060-40700
10,279.89	1/4 General Fund	010-40700
10,279.89	1/4 Road & Bridge	020-40700
429.00	1/3 County Surcharge	End of Year

558,874.28

you enter

	1175.8	Logan County Clerk (RTA Sales & Use Tax) 48 & 49	740-41300
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Republican River Water Conservation District

Water Activity Enterprise

410 Main Street, Ste 8, Wray, Colorado 80758

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

October 3, 2022

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

This notice is to remind you that the term of office for the appointee from Logan County to the Board of Directors of the Republican River Water Conservation District (RRWCD) will expire on November 15, 2022. The term of office for the new appointee shall be for three years and will expire on the date of the regular quarterly meeting to be held the third Tuesday in November of 2025. Appointees for this position may serve for one or more terms. Term limits do not apply to this position.

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

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

Respectfully,

Deb Daniel
General Manager

Enclosure

APPOINTMENT

TO

THE REPUBLICAN RIVER WATER CONSERVATION DISTRICT
BOARD OF DIRECTORS

The Logan County Commissioners appoint the following person to serve on the Board of Directors of the Republican River Water Conservation District for a term that will expire on the date of the regular quarterly meeting to be held the third Tuesday in November of 2025.

Name: Greg Larson
Address: 14977 CR 97
City/St/Zip: Haxtun, CO 80731
Phone: 970-580-3119
FAX: _____
e-mail: glarsfarm@gmail.com

Signature

October 18, 2022
Date

Jennifer Crow

From: Dave Appelhans
Sent: Tuesday, September 20, 2022 3:08 PM
To: Byron Pelton; Jane Bauder; Joe McBride
Cc: Jennifer Crow
Subject: Bid for 2 shade structures LCSSC
Attachments: 2shadebid2022.pdf; 1Shadebid2022.pdf; 2021cpwshadestructures.xls

Logan County Board of Commissioners

Please accept my recommendation to accept the bid from American Building Systems for the construction of 2 shade structures and one concrete pad @ the shooting sports complex. County crews will be doing site prep and parking lot expansions as part of this project. This is for a grant we were awarded from CDOW to expand the rifle range and install a shade structure on the rimfire range. I am attaching a copy of the PO request I am routing for your consideration. Please feel free to contact me with any questions.

Thank You

Dave Appelhans

AMERICAN BUILDING SYSTEMS, LLC

PO Box 1792
Sterling, CO 80751
Mike Yarrington (970) 580-9481
Todd Curlee (970) 520-1437

www.americanbuildingsystems.net



American Building Systems LLC, hereafter referred to as "Contractor", proposes to sell such structures, equipment, foundation materials, and services as listed below to:

Date 09-16-2022

Name: Logan County Shooting Complex

Phone/ Cell: 970-580-2085

Billing Address:

Jobsite Address:

City: Sterling

State: Co

Zip: 80751

Hereafter referred to as "Owner", subject to Standard Terms of Agreement on attached sheet.

Description of Building, Options, Equipment and Services

One 10' wide x 100' long x 10' tall Post Frame Building complete with the following:

End Use: Storage		
Occupancy:		
Building Code: 2009		
Width: 10'	Length: 100'	Clear Height: 10'
Roof Live Load: 20lbs	Ceiling Load: 4lbs	Wind Load: 75mph
Exposure Rating: C		

- Three Ply Laminated Columns treated below grade complete with a 17" concrete footing. All Treated columns are a .6 pcf CCA treated material used below finished floor.
- Screw fasteners with neoprene backed washers for leak resistance
- 2 x 6 wall girds
- 2 x 6 roof purlins with fastener to prevent purlin roll
- One row of 2 x 6 treated splash plank treated to a .6pcf CCA
- Bottom cord truss bracing standard
- Full trim and flashing for corners, gable which provide an attractive finish, plus protection from blowing rain and snow
- Foam closures at eave and ridge
- Uni-rib walls and roof with long lasting siliconized polyester color coated sheeting with a 30-year warranty

Accessories Included

- One 10' wide x 100' long x 10' tall/Clear height.
- Open side walls and end walls
- Column wraps for each column
- Full ceiling and trims for liner
- This quote provides labor and equipment to unload building. Erect building on level site.

OPTION #1: To have a 12' wide x102' long x4" thick concrete pad under sun shade. Labor to form pour and clean up. Concrete will be a 4,000 PSI mix reinforced with fiber complete with a broom finish
ADD: \$5,676.00

BASE BUILDING TOTAL: \$34,322.00

TOTAL COST WITH ALL OPTIONS: \$ 39,998.00

Wall Color		Wainscot	
Roof Color		Slide Doors	
Soffit Color		Accent	
Gable Trim		OHD Door Trim	
Corner Trim		Slide Door Trim	

Inclusions/Exclusions		
Item	Includes	Excludes
Site preparation		X
Fill and preparation needed for concrete grade heights		X
Lester building material package	X	
Labor	X	
Delivery	X	
Builders risk insurance	X	
Signed engineered drawings		X
Architectural stamp		X
Local building permits		X
Concrete and placement of concrete	X	
Jobsite electricity		X
Final exterior landscaping - grading		X
Electrical hook-up of overhead doors		X
Interior finishing	X	
Dumpster		X
Complete construction project debris removal		X
Tax		X

EXCLUSIONS

1. Site conditions are assumed to be clear of all utilities, obstacles and anomalies.
2. Locating and protecting private and/ or public utilities is not included.
3. Additional works required by code review are not included.
4. Hidden damage and/ or undiscovered conditions are not included.
5. Factory mutual requirements are not included.
6. No air quality permits are included.
7. Performance and payment bonds are not included.
8. City, County and State building permits, fees and taxes are not included.
9. American Building Systems LLC is not responsible for any damages to landscaping, curbing, roadways or other facilities incurred during construction erection and/ or removal of wall panels.

Included in Proposal	YES	NO
Grading & Leveling of Site		X
Delivery to Job Site	X	
Turnkey Erection	X	
Fill Material for Site		X
Building Permit		X
Electrical Labor & Permits		X
Plumbing Work & Permits		X
Air Quality Permits		X

In accepting this contract, Owner creates a binding agreement between Owner and American Building Systems LLC, for sale of materials and services as signed and described above. It is agreed that this Contract will include all of the Standard Terms and Provisions as outlined on the following sheets.

TOTAL CONTRACT PRICE: \$0,000.00

Terms of Payments

10% ACCEPTANCE FEE: \$0,000.00

65% DELIVERY FEE: \$0,000.00

ALL OTHER BILLING WILL BE DONE AS A MONTHLY PROGRESSIVE BILLING WITH PAYMENTS DUE UPON RECEIPT

CONTRACT ACCEPTANCE BY:

American Building Systems, LLC Representative

Date

Owner

Date

STANDARD TERMS OF AGREEMENT BETWEEN CONTRACTOR AND OWNER

1. The Owner warrants to the Contractor that he has the legal right to build on the Owner designated Jobsite and that the Jobsite is properly zoned for the agreed upon Building construction and being the Work. The Owner is responsible for obtaining and paying for Building Permits for the Work if required by any governmental authority and providing good and sufficient access to the Jobsite with reasonable space for storage of materials for the Work.
2. The Contractor assumes no obligation to check Jobsite boundaries, including any required setbacks, The Contractor will be responsible for grading and constructing the Building on the designated Jobsite where indicated and accepted by the Owner on the Owner's plot plan.

3. Soil: All prices in this Agreement are based on dry soil with a minimum load bearing condition of at least 3,000 pounds/square feet or as required for the Building, whichever is greater. The Owner will be responsible for costs incurred by the Contractor in correcting deficient soil. The Owner will be consulted prior to the Contractor undertaking corrective work.
4. The Contractor will not be responsible for any sub-surface conditions or obstructions including water, utility lines and rock requiring heavy construction equipment or blasting to grade or remove. The Owner will be responsible for costs incurred by the Contractor in correcting subsurface conditions to enable it to properly perform the Work at the Jobsite. The Owner will be consulted prior to the Contractor undertaking the corrective work.
5. The Contractor warrants to replace or repair, within one year from the date of completion of the Building, the Work which requires repair or replacement due to a defect in the material or workmanship supplied or performed by the Contractor. The Contractor will not be responsible for any other damages in tort or contract of any kind. The Owner will notify the Contractor, in writing, of any defects in the Work within one month of discovery, and failure to do so shall cause this warranty to lapse with regard to the defect.
6. The Contractor may, at its own expense and from time to time, employ subcontractors as needed to complete any phase of the Work as it deems necessary.
7. No cost to Erect or Install any materials is included unless expressly shown on the Agreement.
8. Any specification, addition or extension errors or Agreement errors inconsistent with the specifications are subject to the right of correction by the Contractor.
9. It is agreed that this Agreement is not subject to cancellation by the Owner unless so agreed in writing by the Contractor and the termination provisions provided for in Paragraph 24 are paid for by the Owner.
10. When any part of the building is used or occupied by the Owner or the Work is completed, whichever event occurs first, All liability for the Building shall become the responsibility of the Owner, and the Contractor's a Builder's Risk Insurance shall no longer apply.
11. All construction materials shall remain the property of the Contractor until the Work is complete, and the Agreement is paid for in full. The Owner will, upon the request of the Contractor, execute and deliver a Uniform Commercial Code Security Agreement and Financing Statement to evidence this covenant.
12. The Building shall remain locked or inoperative or unoccupied until paid for by the Owner and the keys to the Building are turned over from the Contractor to the Owner.
13. The Owner shall not assign his rights in whole or in part to this Agreement without the previous written consent of the Contractor. The Contractor may assign this Agreement as collateral for construction financing.
14. This Agreement is binding on the parties hereto and their heirs, executors, successors and assigns.

15. Materials delivered to the Jobsite by the Contractor for use In the Work will remain the property of the Contractor until such time as the Work is completed, and any materials not used shall remain the property of the Contractor.
16. In the event of any litigation by the Contractor or the Owner for enforcement of any provision of this Agreement. The exclusive venue for the litigation, except mechanic lien actions, shall be the District or County Court, Logan County, Colorado, and none other and notwithstanding the location of the Work or execution of the Agreement. The Agreement progress payments and price shall be due and payable as set forth in the Agreement and final payment when the Work is complete. Warranty Work shall not delay final payment. Interest shall be earned, at the rate of 18% per annum, on all unpaid amounts from the date due and payable until paid in full.
17. Labor and/or materials supplied by the Owner shall not be allowed for credit against this Agreement unless terms are specifically agreed to in the Agreement or via a Change Order prior to use by the Contractor.
18. The Contractor shall be responsible for removing its excess materials and rubbish from the Jobsite. This Contract is for a building unit as described on the Sales Agreement. Excess materials on site will remain the sole property of the Contractor. If the Owner elects to keep the excess materials, the normal retail selling price will be charged.
19. The Contractor will maintain Builder's Risk Insurance and Workman's Compensation Insurance covering all workmen employed to perform the Work. Amounts and Certificates of Insurance will be made available to the Owner on written request.
20. The Owner shall be responsible for providing such Insurance as he deems necessary to protect him from any liability as may arise from this Work performed by the Contractor under this Agreement.
21. Except as set forth herein, the Owner agrees to not interfere with the progress of the Work and to not allow any occupation of the Building or Foundation by persons not directly employed on the Work by the Contractor. The Contractor will make reasonable effort to coordinate its Work with that of the Owner to minimize any conflicts with normal day to-day activities of the Owner and to Insure smooth operations for the Work performance.
22. The Owner may, prior to execution of the Agreement, order extra work or deduct from the original Building plans. Changes to the original Agreement shall thereafter be in writing on a Contractor Change order form, which will reflect the addition or deletion of materials or services and the respective costs. Change orders will not affect the Standard Terms of Agreement as outlined herein.
23. There are no promises, agreements or understandings outside of this Agreement. All terms expressed in this Agreement are not to be modified in any way except in written Change Orders and such Change Orders will be signed and agreed to by the Owner and the Contractor prior to becoming effective.
24. If the Owner shall direct the Contractor to stop the Work for any reason whatsoever before completion of the Work, he, if permitted by the Contractor, pursuant to Paragraph 9, shall pay immediately to the Contractor (a) the cost of all Work performed and materials delivered to the Jobsite; (b) all materials ordered and not cancelable; and (c) an amount equal to ten percent (10%) of the total amount of this Agreement as a liquidated damage/mobilization/termination/lost profit fee.

25. Any unauthorized occupancy or use of the Building shall constitute final acceptance of the Work to date and without regard to any stage of completion, and the entire unpaid balance of the Agreement price shall be immediately due and Payable.
26. Drawings, copies, specifications and manufacturer literature will remain the property of the contractor and are not to be used by the Owner on other work. All Contractor documentation used in unsuccessful bid situations is to be returned to the Contractor.
27. The Contractor shall not be liable for damages for failure to perform the Agreement as the result of any delay or failure resulting or caused directly or indirectly by Acts of God, labor disturbance or shortage, embargoes, inclement weather, delays in manufacturing or transportation of materials or any other delays beyond the reasonable control of the Contractor. The place of product fabrication and method of shipping shall be determined by the Contractor. Any delay in the Contractor's Work due to any of the above causes will be reason for the Contractor to extend the time period for completion of the Work and at no penalty to the Contractor.
28. The Owner may, upon written advice delivered to the Contractor, directly contract with other contractors for concurrent work (such as the removal or containment of asbestos, hydrocarbons and other Hazardous materials, fuel tank removal and installation of telephone and communication systems) on the Jobsite and outside of the scope of performance of the Contractor's Work pursuant to this Agreement. The Owner shall provide in any other contracts that such work shall not unreasonably interfere with the Work of the Contractor and the Contractor's Work performance shall have superior right in time and place to the use and occupation of the Jobsite. The Owner indemnifies and holds harmless the Contractor from all claims, damages, impositions and fines (such as OSHA determinations) imposed or attempted to be imposed upon the Contractor as the result of work performed by the Owner or others for the Owner on the Jobsite.

American Building Systems, LLC

OWNER.

By, _____ By, _____

AMERICAN BUILDING SYSTEMS, LLC

PO Box 1792
Sterling, CO 80751
Mike Yarrington (970) 580-9481
Todd Curlee (970) 520-1437

www.americanbuildingsystems.net



American Building Systems LLC, hereafter referred to as "Contractor", proposes to sell such structures, equipment, foundation materials, and services as listed below to:

Date: 09-16-2022

Name: Logan County Shooting Complex

Phone/ Cell: 970-580-2085

Billing Address:

Jobsite Address:

City: Sterling

State: Co

Zip: 80751

Hereafter referred to as "Owner", subject to Standard Terms of Agreement on attached sheet.

Description of Building, Options, Equipment and Services

One 10' wide x 100' long x 10' tall Post Frame Building complete with the following:

End Use: Storage		
Occupancy:		
Building Code: 2009		
Width: 10'	Length: 100'	Clear Height: 10'
RoofLiveLoad: 20lbs	Ceiling Load: 4lbs	Wind Load: 75mph
Exposure Rating: C		

- Three Ply Laminated Columns treated below grade complete with a 17" concrete footing. All Treated columns are a .6 pcf CCA treated material used below finished floor.
- Screw fasteners with neoprene backed washers for leak resistance
- 2 x 6 wall girds
- 2 x 6 roof purlins with fastener to prevent purlin roll
- One row of 2 x 6 treated splash plank treated to a .6pcf CCA
- Bottom cord truss bracing standard
- Full trim and flashing for corners, gable which provide an attractive finish, plus protection from blowing rain and snow
- Foam closures at eave and ridge
- Uni-rib walls and roof with long lasting siliconized polyester color coated sheeting with a 30-year warranty

Accessories Included

- One 10' wide x 100' long x 10' tall/Clear height.
- Open side walls and end walls
- Column wraps for each column
- Full ceiling and trims for liner
- This quote provides labor and equipment to unload building. Erect building on level site.

OPTION #1: To fill in block outs. From block outs, pour in block outs, edge and broom finish, comeback strip forms and clean up **ADD: \$2,142.00**

BASE BUILDING TOTAL: \$34,322.00

TOTAL COST WITH ALL OPTIONS: \$ 36,464.00

Wall Color		Wainscot	
Roof Color		Slide Doors	
Soffit Color		Accent	
Gable Trim		OHD Door Trim	
Corner Trim		Slide Door Trim	

Inclusions/Exclusions

Item	Includes	Excludes
Site preparation		X
Fill and preparation needed for concrete grade heights		X
Lester building material package	X	
Labor	X	
Delivery	X	
Builders risk insurance	X	
Signed engineered drawings		X
Architectural stamp		X
Local building permits		X
Concrete and placement of concrete	X	
Jobsite electricity		X
Final exterior landscaping - grading		X
Electrical hook-up of overhead doors		X
Interior finishing	X	
Dumpster		X
Complete construction project debris removal		X
Tax		X

EXCLUSIONS

1. Site conditions are assumed to be clear of all utilities, obstacles and anomalies.
2. Locating and protecting private and/ or public utilities is not included.
3. Additional works required by code review are not included.
4. Hidden damage and/ or undiscovered conditions are not included.
5. Factory mutual requirements are not included.
6. No air quality permits are included.
7. Performance and payment bonds are not included.
8. City, County and State building permits, fees and taxes are not included.
9. American Building Systems LLC is not responsible for any damages to landscaping, curbing, roadways or other facilities incurred during construction erection and/ or removal of wall panels.

Included in Proposal	YES	NO
----------------------	-----	----

Grading & Leveling of Site		X
Delivery to Job Site	X	
Turnkey Erection	X	
Fill Material for Site		X
Building Permit		X
Electrical Labor & Permits		X
Plumbing Work & Permits		X
Air Quality Permits		X

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CONTRACT ACCEPTANCE BY:

American Building Systems, LLC Representative

Date

Owner

Date

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American Building Systems, LLC

OWNER.

By, _____ By, _____

Colorado Parks and Wildlife

Shooting Range

SMALL GRANT PROGRAM

*Federal Funds for Improving Shooting & Archery
Facilities in Colorado*



2022

Grant Program Guidelines and Application Form

Colorado Parks and Wildlife
Hunter Education Shooting Range Small Grant Program
REQUEST FOR PROPOSALS



Each year Colorado Parks and Wildlife (CPW) offers an opportunity for third party entities across Colorado to apply for funding to make improvements at public and private shooting range facilities that allow hunter education classes, public sight-in days and youth and family involvement in the shooting sports. Please review the eligibility criteria listed (page 3) to determine if these funds may serve your efforts to provide improved amenities at your shooting range.

Funding for the Shooting Range Small Grant Program is generated by federal excise taxes collected on the purchase of hunting equipment. It is managed as a federal grant program to the states (Section 10 - Hunter Education) by the US Fish and Wildlife Service as a "User Pays - User Benefits" program. Therefore, this grant program will involve local communities and/or organizations in a three-way partnership with CPW and the US Fish and Wildlife Service (USFW).

Here's How It Works:

The Shooting Range Small Grant Program will serve as a cooperative effort between CPW (grantor) and other entities (grantees) to enhance Colorado's shooting ranges. CPW plans that approximately five to eight projects will be selected annually. Each project request should not be less than \$500 or more than \$5,000. Eligible applicants can apply and compete for financial assistance for specific projects as outlined in the following guidelines. Applicants **must match** a Small Shooting Range Grant award with non-federal cash or in-kind services (donated labor and/or supplies and equipment use). It is very important that proposed grant activities will produce improvements at shooting ranges that are readily available for public use (some private use is allowed). A project will be ranked primarily in terms of new and/or improved shooting range opportunities for the greatest number of users. Make sure to completely describe the project in the application, emphasizing how it benefits hunter education, hunter sight-in and practice, and youth participation in shooting sports.

We encourage you to review the enclosed program guidelines and invite you to work with us to develop a proposal for funds to improve your shooting range. On page 9 you will find a 2022-2024 Shooting Range Small Grant Program Calendar. The Application Form can be found on pages 10-16.

Please call with any questions you may have. *Good luck with your application!*

Sincerely,

Melissa Neal, *Hunter Education Assistant*
303-291-7470

Jordan Likes, *Hunter Education Coordinator*
303-291-7264

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PROGRAM GUIDELINES

The Shooting Range Small Grant Program provides federal matching funds to Colorado entities for the improvement and maintenance of Colorado's shooting ranges. The grants available through this program **REIMBURSE** project sponsors for up to 75 percent of approved expenses. Please carefully read the following guidelines to answer many of the questions you may have, including:

- Who May Apply
- Eligible Projects
- The Application Process (timetable, necessary components of the application, matching funds, etc.)
- Requirements for Federal Funds
- The Selection and Approval Process

WHO MAY APPLY

Local government agencies, parks and recreation departments, private shooting ranges that allow use by hunter education classes and allow public sight-in days, shooting associations or any other shooting facility that is open to the public may apply for a small shooting range grant. These grant funds are not meant for CPW shooting ranges. Commercial, for-profit ranges are not eligible. Please contact the Hunter Education Office if you have questions about eligibility.

Applicants may not participate in more than one project annually. Separate chapters or units of statewide organizations are considered as separate applicants. Two or more local agencies may form a partnership to conduct a project. It is important to note, however, that fund management is best facilitated when a county or municipality is the lead agency. *Federal dollars and/or donated labor from a federal agency cannot be used for match* (please see directions for proper match documentation). Likewise, CPW funding and/or labor cannot be used for the match requirement.

Applicants with open grants must demonstrate that the current project is significantly underway before another grant will be considered.

ELIGIBLE PROJECTS

The Shooting Range Small Grant Program is designed to improve shooting ranges across Colorado. The following are general requirements of all projects:

- The project will assist Colorado Parks and Wildlife in reaching its Strategic Plan goals of an increase in hunter recreation days and hunter satisfaction.
- Proposed improvements are substantial in nature.
- The project will improve access and/or amenities at a shooting range that is available for public use.
- The public access to the shooting range resource is assured for hunter education classes and use by hunters for sight-in and practice.
- The project is determined to be a cost-effective investment.
- The grant funded activities will be maintained for the life of the project for shooting range purposes, which is normally considered to be 15 years, if major construction work is involved.

Examples of Eligible Projects

Examples of eligible projects that meet the above goals, as well as the federal regulations for use of this funding, include: targets, benches, shelters, storage, parking lot and access road improvements, etc. Please call your local CPW Wildlife Officer (DWM) or the Hunter Education Office to discuss any other creative ideas.

Examples of Ineligible Projects

Grants will **NOT** be awarded for:

- Overhead, program administration, project planning or project research
- BBQ pits, community picnic areas, and other non-shooting related amenities
- Any projects that are not available to the general public or offer limited public access
- Contingency funds or unanticipated overages

Examples of Recent Projects

- Road base to improve access
 - Concrete walkway for ADA compliance
 - Compressed bales and 3D targets for archery range
 - Shade and rain canopy
 - Concrete shooting benches
 - ADA-compliant restroom
-

REQUIREMENTS FOR FEDERAL FUNDS

Match:

Each application must meet the minimum match requirements to be considered during the review and grant award process. It's important that the application show how much of the anticipated match is cash and how much is in-kind. While the maximum contribution CPW can contribute to a project is **75 percent** of the total project cost, the actual percentage for each project is dependent on how well the project results would meet the grant program goals. Higher ranking will be received in the selection process for projects that provide more than 25 percent of the cost share.

Match must be documented at the time a request for reimbursement is made to CPW Hunter Education office. In-kind labor must be documented using the proper form (which is part of the confirmation package) and must be shown to have occurred during the grant period.

Project Benefits:

In the selection process, additional weight will be given to projects that foster substantial increases in public shooting range use and/or open up new shooting ranges.

Useful Life:

In all cases, proponents will be responsible for operation and maintenance for the lifetime of the project. During useful life of the project annual updates may be requested about the operating status of the project. The following table lists the approved useful life for common types of shooting range improvements:

2022 CPW Small Shooting Range Grant Program

Grant Funded Activity	Useful Life (years)
Shooting Range supplies (e.g., targets, 3D archery targets, backers, holders, stands)	3
Gravel & blading (shooting range, access roads and/or trails)	5
Benches, seats	
Steel and/or Concrete	15
Wooden	5
Building & fencing repairs	10
Vault toilets	15
Canopies	5
Concrete pads	15
Fencing	15

Accepting a Hunter Education Small Shooting Range Grant from CPW/US Fish and Wildlife implies that for the defined life expectancy of the specific range grant project the range will be available for hunter education classes, hunter sight in, and youth event use without restrictions or requirements that the hunter education instructors, hunters, or youth participants be members of that facility.

A.D.A. (Americans with Disabilities Act):

It should be noted that all projects shall be designed and constructed so as to be accessible to the physically challenged and should meet current A.D.A. requirements where practical and economically feasible.

Project Income & Revenue Generating Projects:

Applicants should be aware that any income or revenue generated from a federal aid project must be returned to the project in the form of funds available for the regular operations and maintenance of the project. In other words, if the actual project receiving funding from this grant program will generate revenue then that program income must be documented, reported annually, and returned to the general operations and maintenance of the range facility only. Documentation should be retained for possible future Federal Assistance audits.

GRANT APPLICATION PREPARATION

Applications undergo a detailed review process by a review panel. Project sponsors may be contacted during this time for more information. Please follow the steps below in completing your application:

- 1) Begin by contacting your CPW Area staff (local office or wildlife officer) at least 3 weeks prior to application deadline to discuss the details of your proposed project. If you don't know who to contact call the Hunter Education Office (303-291-7470) or your CPW area office.
- 2) During this review period, applicants may be asked to explain, revise, or expand their application. It is important that any changes are made in a timely manner.
- 3) The application should then be forwarded to the Hunter Education office at the Denver Broadway location by 5 pm on **September 30, 2022**.

2022 CPW Small Shooting Range Grant Program

Mail: Hunter Education
Colorado Parks and Wildlife
6060 Broadway
Denver, CO 80216

Email: melissa.neal@state.co.us

APPLICATION RANKING AND SELECTION

Once projects have been submitted to the Hunter Education Office they go through a ranking and selection process by the Review Panel.

- Based on the results of Review Panel ranking, letters to applicants will be sent out that will notify them of conditional approval or disapproval of projects by **January 31, 2023**. Letters that notify of conditional approval will only signify that the grant application will be sent to USFW for further review. Only applications approved by the Review Panel will be sent to USFW.
 - Next the CPW Federal Aid Coordinator will prepare a grant for each proposed project that will be submitted to USFW for approval. Each grant must satisfy National Environmental Policy Act (NEPA), State Historical Policy Office (SHPO), Army Corps of Engineers, and other compliance requirements to meet guidelines for federal funding. Additional information from the grantee may be required to complete the grant materials. CPW Federal Assistance approvals will be complete by **May 15, 2023**.
 - Finally, after USFW approval, a specific Letter of Authority to Proceed will be provided to the sponsor.
- ✓ **STARTING ANY WORK BEFORE GRANT APPROVAL AND PRIOR TO RECEIVING THIS LETTER OF AUTHORITY TO PROCEED INVALIDATES THE FEDERAL GRANT!**
- Applicants may be required to submit semiannual status reports during the project. After completion, project sponsors should submit a final report of expenditures and photos of the completed project. All projects should be completed by **December 31, 2024**.
 - Field inspections may be made as projects are being constructed. Upon completion, the Program Coordinator, Area Manager, or District Wildlife Manager may inspect the project prior to approving final payment to the sponsor (all appropriate receipts will have been verified) and annually, thereafter, to insure compliance with maintaining the project for its useful life.

What Happens if Your Proposal is Not Selected?

The Shooting Range Small Grant Program is a highly competitive statewide assistance program. It should not be construed that a project is unworthy because it is not approved or not funded in its entirety. Proposals may be re-submitted in following years if they were not funded, but they must go through the same application process, be re-dated, and finally re-evaluated by the Review Panel for the next funding cycle. An application which circumvents this process will not be considered. The Hunter Education office will work with applicants to address issues and provide suggestions to insure the project has the best chance possible to receive funding in the future.

MATCHING FUNDS

What Qualifies As Matching Funds?

For an applicant, the determination for matching funds can be fairly complex. If questions arise during application preparations it may be advantageous to discuss your project with Melissa Neal, Hunter Education

2022 CPW Small Shooting Range Grant Program

Assistant, at melissa.neal@state.co.us or 303-291-7470 or the Hunter Education Coordinator, Jordan Likes, at jordan.likes@state.co.us or 303-291-7264.

Acceptance of justifiable matching funds and their value will be subject to approval by Colorado Parks and Wildlife's Federal Aid Coordinator.

Guidelines covering the determination and use of eligible matching funds are as follows:

- Total grant funds (federal) may not exceed 75 percent of the total project cost. Therefore, at least 25 percent of the total project costs must be justifiable in-kind and/or cash matching funds.
- In-kind and cash donations must come from non-federal and non-CPW sources.
- In-kind matching funds may be used in addition to, or in place of, cash donations.
- In-kind contributions may be in the form of volunteer labor (non-federal), materials, use of equipment or costs incurred by the contractor or subcontractors to complete the project. All in-kind match **MUST BE** documented correctly on the approved form and must have occurred during the approved grant period.
- To be eligible as an allowable cost, all in-kind contributions must be expressly determined by the state to be a necessary and integral part of the project. Third party in-kind contributions may count toward satisfying the matching requirement only if the participants receiving these in-kind contributions would otherwise have to pay for them to complete project requirements or necessities.
- In-kind match may not include costs that are borne by other federal grant agreements. This includes costs and third party in-kind contributions that have been used to satisfy matching or cost-sharing requirements of another federal grant/aid agreement or any other award of federal funds.
- In-kind matching funds must be specific to the approved work units of the project documented in the work plan of the application, and will be specified as a line item in the budget exhibit of the funding agreement.
- Indirect costs (such as overhead charges or contingency estimates) cannot be included as part of in-kind contributions. This also applies to non-expendable tools and equipment that have a use beyond the project.
- No in-kind donation or funds expended prior to the receipt of a Letter of Authority to Proceed will be eligible as match.
- The NRA Foundation also has grant monies available. Please check www.nrafoundation.org/grants/ for potential grant funds to match these federal funds.

How Is The Value Of In-Kind Matching Funds Determined?

The valuation of an in-kind contribution is dependent on whether the contribution is from volunteer labor, equipment use, or any other third party. The following rules apply to in-kind matching funds:

- Generally, contractor or third party in-kind contributions are valued at the rate the state would have to pay for similar services or property if purchased on the open market in that part of Colorado.

2022 CPW Small Shooting Range Grant Program

- Materials contributed by a third party will be assigned the market value at the time of the contribution.
- If the contractor or a third party contributes labor and/or equipment, the contribution will be valued at the fair labor or rental rate over the term of the project. Only labor and/or equipment, necessary and integral to the completion of the project, will be considered for evaluation as an in-kind contribution.
- Fair labor and/or equipment rates shall be determined by the documented prevailing rate at the project area.
- If not specified in the budget outline of the application, the value of donated labor will be computed at \$24/hour. The use of higher hourly figures must be justified by the type of work and qualifications of the worker. The correct form to document donated labor will be part of the confirmation package.

COMPLIANCE REQUIREMENTS

A number of federal requirements have to be addressed for all projects. These compliance issues are addressed as part of the federal aid application portion of the process, not during the initial application and panel review process. Depending on the nature of the projects, substantial delays - nine months or more - may occur as a result of these requirements, although lengthy delays are the exception. The following lists some compliance assurances that are typically required as part of the federal review process:

POTENTIAL COMPLIANCE REQUIREMENT	WHAT IT IS, WHO TAKES LEAD ON ADDRESSING
Historical and Cultural Preservation	<i>A written statement from the State Historical Preservation office clearing your project - CPW normally takes the lead on this. If the project requires a Cultural Resource Survey (CRS) additional costs and time will be required. A CRS may be required any time soil is disturbed—building berms, digging foundations, building roads, etc.</i>
Prime and Unique Farmland	<i>A written confirmation from the Natural Resources Conservation Service (previously SCS) clearing your project site from the unique or prime farmland restrictions - CPW normally takes the lead on this.</i>
Army Corps of Engineers 404 Permit	<i>A 404 Permit or clearance from the Corps of Engineers may be needed for projects that could affect jurisdictional wetlands - the project sponsor normally takes the lead on this, if applicable, through contact with the local Army Corps of Engineers Office.</i>
Endangered Species	<i>Each project must assess whether there will be an impact on any federally listed threatened or endangered species or how any impact will be mitigated - CPW personnel normally take the lead on assessing the presence of any listed species. Project sponsor may take the lead on determining course of action should endangered species issues arise.</i>
Environmental Assessments	<i>Projects that involve water depletions, wetlands or other environmental impacts may require an acceptable Environmental Assessments - Project sponsor will develop any required environmental assessments.</i>

APPLICATION CALENDAR

May 25, 2022

Program guidelines and applications available online:

<http://cpw.state.co.us/thingsstodo/Pages/RangeMaintenanceGrants.aspx>

September 30, 2022

Applications due at the CPW Hunter Education office, 6060 Broadway, Denver, 80216, by 5 pm.

December 10, 2022

Proposal review and ranking, which may require discussions with applicant.

January 31, 2023

Letters will be sent to applicants with results of review panel, either accepting or rejecting proposal.

February 1, 2023

Federal Assistance grants submitted to USFW. During this period applicants may be contacted for further information.

May 15, 2023

Letter of Authority to Proceed with project will be sent to successful applicants. This date will depend on receiving any additional requested information, *including* National Environmental Policy Act compliance issues, external compliance issues, routing and approval. (Note: Letters to Proceed may be sent earlier depending on USFW approval of grant.)

December 31, 2024

Project should be completed no later than December 31, 2024. If a situation arises where additional time is needed to complete a project the grant can be amended. Contact the Hunter Education office well before the grant expires. Once the grant has expired no additional funds will be available.

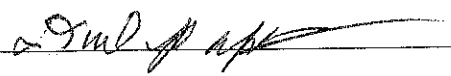
APPLICATION FORM AND INSTRUCTIONS

PLEASE USE THIS FORM ONLY AND FILL IN ALL SECTIONS!

APPLICANT INFORMATION		
Applicant (Organization): Logan County		
Name of Range: Logan County Shooting Sports Complex		
Project Title: Shooting Benches		
Mailing Address: 315 Main St., Sterling, Colorado 80751		
Physical Address of Range or General Location, if different than mailing address: 12515 Hwy. 61		
County: Logan		
Project Legal Location--Township, Range, Section, ¼ Section (MUST BE INCLUDED): 3 and 4, Township 7 North, Range 52 West of the 6 th P.M., Logan County Colorado		
Total Project Cost: \$4950.00	Grant Amount Requested: \$3712.50	Matching Cash and/or In-Kind Provided: \$1237.50
Website of Organization: www.logancountyco.gov		
Contact Person (name): David Appelhans		Title: LCSSC Supervisor
Contact Mailing Address: 315 Main Street, Sterling, Colorado 80751		
Contact Phone Number: 970-580-2085	Contact Email: dappelhans@logancountyco.gov	
Organization Tax ID Number (must be included with application): 84-6000782		
Organization DUNS Number (must be included with application): 099908337		
Type of Organization: Local Government County		
Circle Available Facilities at the Range: <div style="text-align: center;"> <input type="checkbox"/> Archery <input type="checkbox"/> Shotgun <input type="checkbox"/> Small Bore (.22) <input type="checkbox"/> High Powered Rifle <input type="checkbox"/> Handgun </div>		

2022 CPW Small Shooting Range Grant Program

I certify that the information contained in this grant application is accurate. If awarded a grant, our organization will abide by the requirements of Colorado Parks and Wildlife. I acknowledge that failure to meet the requirements of the grant program will result in forfeiture of grant funds.

Signature of person who prepared grant application		DATE: 09-21-2023
Printed name of above individual	David Appelhans	
Signature of president or administrator of applicant organization		DATE:
Printed name of above individual	Byron Pelton	

PROJECT COSTS		
Amount of federal aid requested	\$3712.50	Percentage of total project: (no more than 75%)
Amount of local cash match	\$	Percentage of total project: (must total at least 25%)
Amount of local in-kind match	\$	Indicating how much match is cash and how much is in-kind is required.
Total match	\$1237.50	
Total Cost of Project	\$4950.00	Above percentages must total 100%
PROJECT DESCRIPTION		
Purpose (Existing condition of range and how project will improve it): New 300-yard rifle firing line being constructed with current 600 yard range adding additional shooter space.		
Need (Why project is needed and expected results of improvements): The need of this project is to have a safe shooting bench, for shooters to setup and shoot safely from.		
Objective(s): To provide shooting benches that are safe, stable and ease of use for shooters.		

Approach (Work Plan describing main activities):

The Logan County Shooting Sports Complex advisory board has been appointed and is in the process of identifying projects needing to be performed and funding to complete. Colorado Parks and Wildlife's Shooting Range Development Grant Program from 2014, 2016, 2017, 2020 SRDG's has provided funding for large scale project completions. Additional smaller projects that are needed, have been identified and in the process of completing. Shooting benches, made from iron and cement, for durability and very little maintenance to be placed under our current sunshades we have built with CPW SRDG funding.

Will any ground be disturbed as part of the proposed shooting range improvement activities? Has the area already been disturbed? Photos of the area to be improved must be included for submission to the State Historical Society for evaluation. A Cultural Resources Survey may be required. Applications without photos will be returned.

Please describe:

No. Yes, the area for shooting benches to be used has been previously prepped for construction in other grants. Development of that area is in the 2015, 2016, 2020, SRDG awarded for rifle ranges and sunshades.

Expected Results & Benefits (How will range benefit and benefit to the public):

With the funding assistance from Colorado Parks and Wildlife Small Range Maintenance Grant, Logan County Shooting Sports Complex advisory board expect to provide safe shooter use of new 300-yard rifle range. Photo provided of shooter benches replicating in this grant request.

Is Range Used for:

	Number of Days Currently?	Number of Days After Completion of Project?
Hunter Education	365	365
Hunter Sight-in Days	365	365
Youth Education	365	365
Youth Competition	365	365

Please list examples of youth groups or activities that the range will be available to after the project is completed:

The park benches will be used for, 4H disciplines, Hunter Safety Education classes, recreational, rimfire, pistol and rifle shooting ranges. Expected users will consist of general-public, 4H groups, boy scouts, girl scouts, The Well-Armed Women.

2022 CPW Small Shooting Range Grant Program

RANGE ACCESS INFORMATION

(Please fill in all that apply or note N/A if it does not apply)

Initiation Fee: \$0.00

Annual Membership dues: Family \$140.00, Individual \$100.00

Number of Members: 150 projected to 300

Cap on Membership Numbers: Unlimited

Fee for Guests: \$0.00, one-time use

Public Access Fees: \$10.00 a day per vehicle load, we have quite a few weekly

Number of Public Access Days per Month: Everyday

PUBLIC USE / PRIVATE USE / ADA USE

Present PUBLIC Shooting Range Use (%):	After completion (%):
100	100

Present PRIVATE Shooting Range Use (%):	After completion (%):
100	100

Present Handicapped Shooting Range Use (%):	After completion (%):
100	100

PROJECT BUDGET:

Work Item #	Work Activity Description	Unit of Measure	Quantity	Cost Unit	Total Cost	Local Share	Federal Share
1	Awarding of bid to purchase shooting benches	EA.	10	\$495.00	\$4950.00	\$1237.50	\$3712.50

2022 CPW Small Shooting Range Grant Program

ENGINEERING (if applicable)

Name:

Qualifications:

MAINTENANCE (Responsible Party)

Name: Logan County Commissioners

Contact Information: Logan County Commissioners, Byron Pelton, 315 Main Street, Sterling, Colorado 80751, 970-522-0888 Ext. 223

SITE PLAN

Please include a map to show the general location of the range, including the nearest community and access roads. Also include a diagram of the range that includes existing and proposed range features. The diagram may be hand drawn.

LAND OWNERSHIP

Property to be developed must be controlled by the local sponsor for the life of the project. A copy of the lease, easement, or title may need to be given to CPW to ensure public access to the property throughout the life of the project. Give the name of the landowner and the type of legal instrument guaranteeing public access for a minimum of the useful life of the project. If the project is selected the applicant may be required to furnish a copy of such document.

Property Owner:

Logan County

Legal Instrument:

General Warranty Deed

MAIN CPW CONTACT(S)

Name, title, phone number (e.g., District Wildlife Manager, Regional Manager, Area Wildlife Manager, Hunter Education Coordinator):

Accepting a Hunter Education Small Shooting Range Grant from Colorado Parks and Wildlife/US Fish and Wildlife implies that for the defined life expectancy of the specific range grant project the range will be available for hunter education classes, hunter sight in, and youth event use without restrictions or requirements that the hunter education instructors, hunters, or youth participants be members of that facility.

SIGNATURE PAGE

Organization Name: Logan County Shooting Sports Complex _____

Project Sponsor (name, title):

Date:

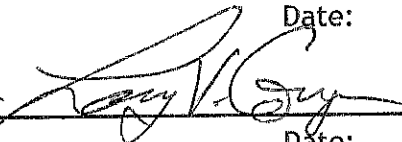
Byron Pelton, Logan County Commissioner

CPW District Wildlife Manager:

Date:

~~Mark Leslie~~

LARRY CONGER



10/7/22

Date:

CPW Area Wildlife Manager or CPW Regional Manager:

~~Larry Conger~~

MARK LESLIE

Region Comments:

Applications must have at least one Colorado Parks and Wildlife signature to be accepted.
Please contact the Hunter Education Office or your local area CPW office for contact information if needed. Applications sent without a completed signature page will be returned

APPLICANT CHECK LIST

Please make sure all of the following steps have been completed before your proposal is submitted to CPW.

- Application is specific to the Small Range Grant? ☐
- Application has been discussed with CPW staff? ☐
- Application is completely filled out? ☐
- Signature page has been completed? ☐
- Map is included? ☐
- Site plan or diagram is attached? ☐
- Photos of the area to be modified are included? ☐
- All applications MUST include the following! ☐
 - Organization Tax ID Number (a W-9 may be required)
 - Organization DUNS Number (required for ALL federal grants)
 - Type of Organization

**Incomplete applications will not be accepted and
will be returned to the applicant.**

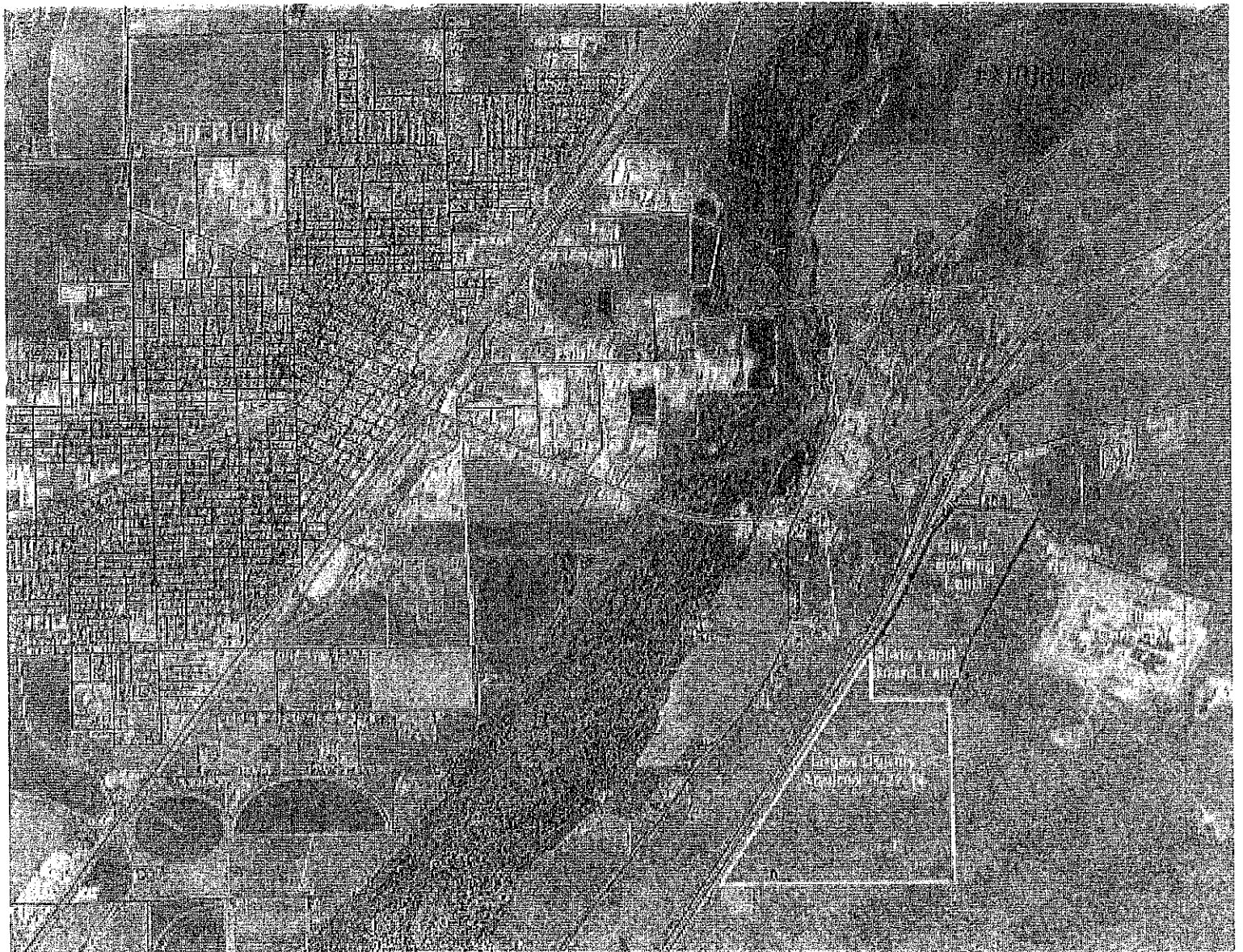
Contact information:
Colorado Parks and Wildlife
Shooting Range Small Grant Program
Hunter Education
6060 Broadway
Denver, CO 80216
303-291-7470
303-291-7113 (fax)

Colorado Parks and Wildlife receives
federal funds from
the U.S. Fish & Wildlife Service pursuant to the
Wildlife and Sport Fish Restoration Act (Pittman-Robertson Act).

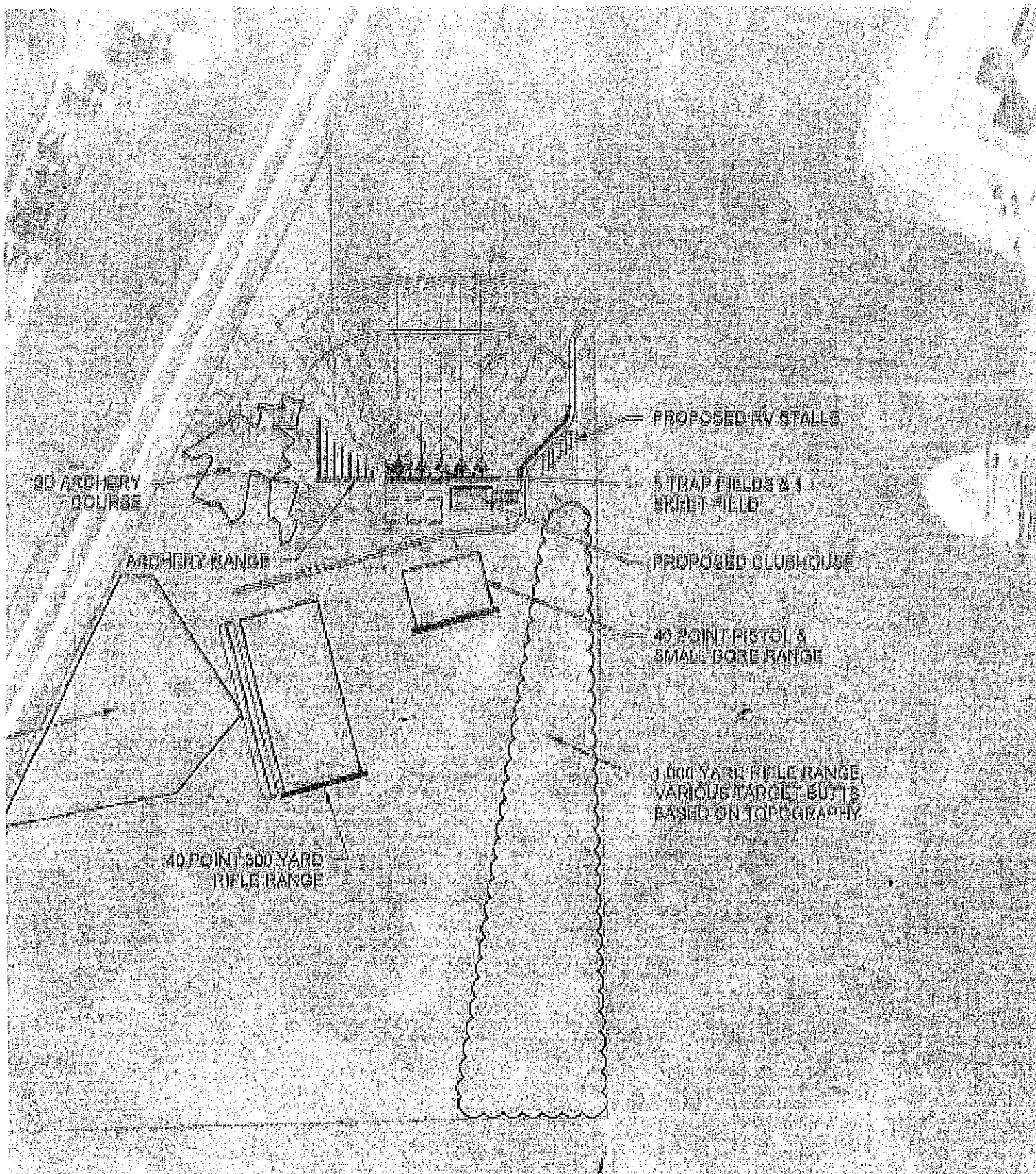
Under Title VI of the Civil Rights Act of 1964, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, or national origin. Any person who believes he or she has been discriminated against in any program, activity, or facility operated by a recipient of federal assistance should write to:

Chief, Office of Human Resources
U.S. Department of the Interior
Fish and Wildlife Service Washington,
DC 20240









30 ARCHERY
COURSE

ARCHERY RANGE

40 POINT 500 YARD
RIFLE RANGE

PROPOSED RV STALLS

5 TRAP FIELDS & 1
BIATHLON FIELD

PROPOSED CLUBHOUSE

40 POINT PISTOL &
SMALL BORE RANGE

1,000 YARD RIFLE RANGE,
VARIOUS TARGET BUTTS
BASED ON TOPOGRAPHY

dunrein@loganco.gov

To: dunrein@loganco.gov
Subject: Requested DUNS Number

THIS IS AN AUTOMATED MESSAGE GENERATED BY THE D&B CCR REGISTRATION PORTAL. PLEASE DO NOT REPLY TO THIS MESSAGE.

Thank you for your request for your company's existing DUNS Number.

Your D-U-N-S Number is 099908337

for

LOGAN, COUNTY OF

315 MAIN ST

STERLING, CO, 807514373

UNITED STATES OF AMERICA

If you have any questions about your DUNS Number, please contact us at govt@dnb.com.

3/18/2009

CERTIFICATE OF EXEMPTION FOR COLORADO STATE SALES/USE TAX ONLY

THIS LICENSE IS
NOT TRANSFERABLE

USE ACCOUNT NUMBER FOR ALL PURCHASES	LIABILITY INFORMATION		ISSUE DATE
98-04792-0000	13 206	N 019189	MAR 08 2006

915 MAIN ST

STERLING CO

COUNTY OF LOGAN
LOGAN COUNTY OF
915 MAIN ST
STERLING CO 80751-4357

M. Michael Cook

Executive Director
Department of Revenue

NEW AUTOMATED SERVICES FOR AND ABOUT BUSINESSES

The Colorado Department of Revenue Sales Tax Information System provides the following automated services:

- * Colorado Sales Tax Rates = find specific city, county and special district rates.
- * Verification of Sales Tax License Exemption Numbers = determine whether a Colorado sales tax license or exemption certificate is valid.
- * Tax Rates by Account Number = find sales tax rates and locations for specific sales tax accounts.

These services make it possible for taxpayers to help themselves to information 24 hours a day - without requiring the assistance of a customer service representative. In this way, more complicated or confidential tax information inquiries can be reserved for speaking to a live agent.

Listen and look for these services on the department's business tax information phone line at 303-238-FAST (3278) for specific account information, 303-238-SERV (7378) for general information or the DOR Web site at www.taxcolorado.com

Web users can try the new system online at www.taxview.state.co.us We are interested in your comments about the system. You can send us an e-mail with your comments through our Department of Revenue Web site.

N

4 TRAP FIELDS & 1 SKEET FIELD

CLUBHOUSE

37 POINT PISTOL & SMALL BORE RANGE

10 SUBS KDC 20205 KDC

1,000 YARD RIFLE RANGE, VARIOUS TARGET BUTTS BASED ON TOPOGRAPHY

10 6,000 YARD RIFLE RANGE

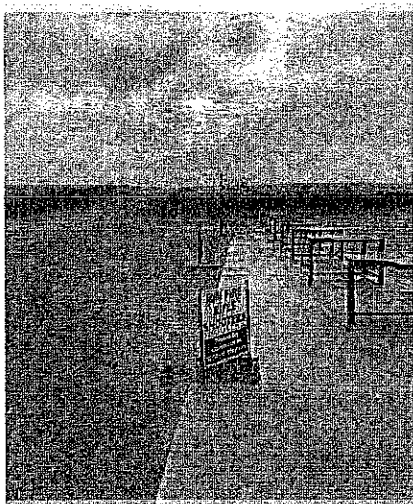
+ 10 - 300 YARD COMPANY 20205 KDC

C

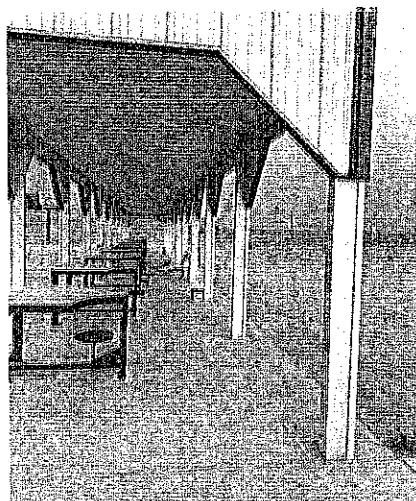
W

E

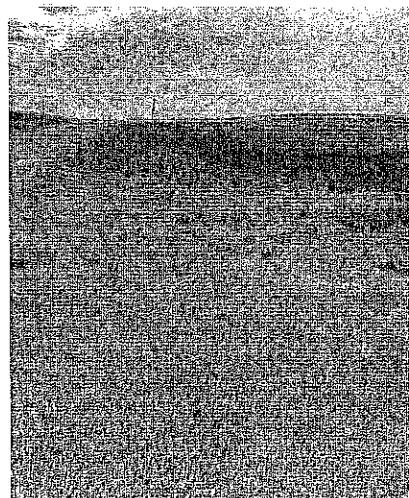
CPW2022 Small Maintenance Grant Site Plan



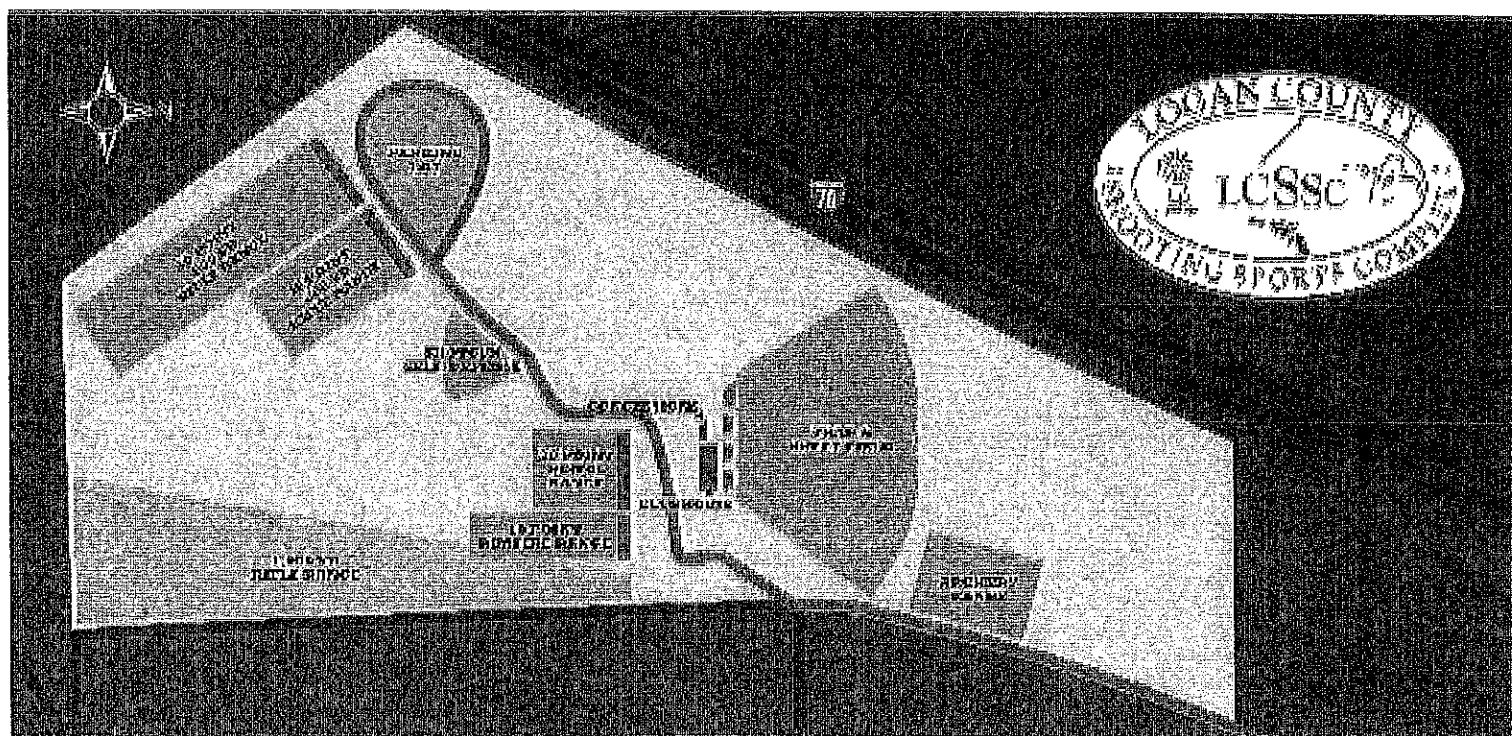
Rim Fire Shooting Bench Line
Sunshade to be Installed with 2020SRDG

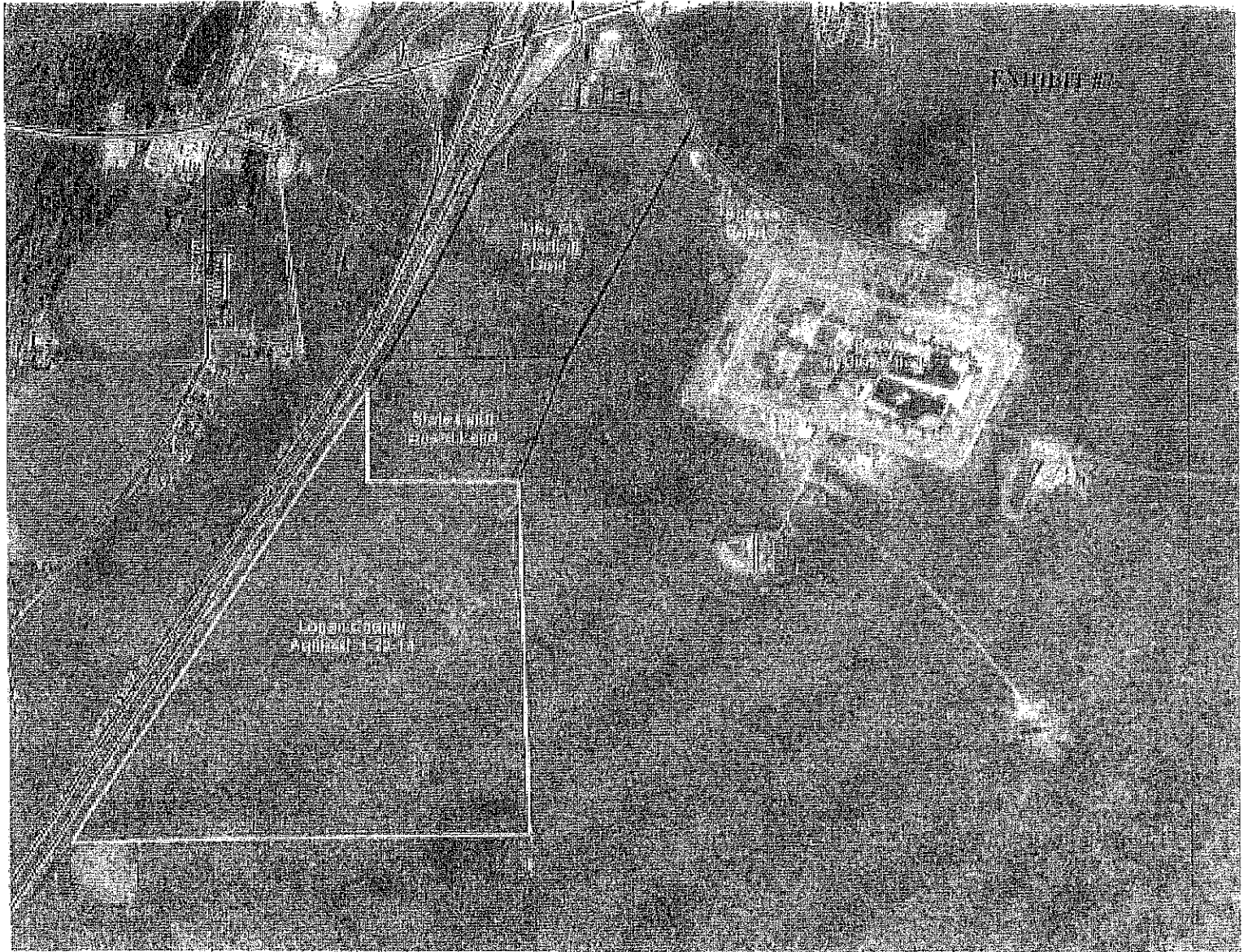



300 Yard Shooting Park Bench Line



300 Yard Shooting Park Bench Line
300 Yard Firing Line and Sunshade to be
installed with 2020 SRDG





 Department of the Treasury
Internal Revenue Service
Cincinnati, OH 45999

In reply refer to: 0231505566
Dec 13, 2011 LTR 147C
84-6000782

COUNTY OF LOGAN
315 MAIN STREET
STERLING CO 80751-4373 994

Taxpayer Identification Number: 84-6000782

Form(s):

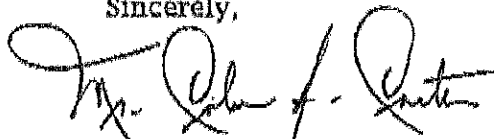
Dear Taxpayer:

This letter is in response to your telephone inquiry of December 13th, 2011.

Your Employer Identification Number (EIN) is 84-6000782. Please keep this number in your permanent records. You should enter your name and your EIN, exactly as shown above, on all business federal tax forms that require its use, and on any related correspondence documents.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 10:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,



MR. CALVIN A. CARTER
EMPLOYEE I.D.#:1000195766
ACCTS MGMT. REPRESENTATIVE

THIS DEED is made this 17 day of JANUARY, 2014 and is made between
William J. Pospisil and Joyce J. Pospisil

_____, one of more than one, the owner of the County of MASS. and State of MASS.

Board of County Commissioners of Logan County, Colorado

WHEREAS, the State of Colorado has enacted the Colorado State Liquor Control Act, which legalizes the sale of liquor in the State of Colorado; and

WITNESS, that the Grantor, for and in consideration of the sum of One Hundred Fifty Thousand Dollars and No Cents (\$150,000.00), the receipt and sufficiency of which is hereby acknowledged, hereby grants, conveys, sells, conveys and confirms unto the Grantor and the Grantee's heirs and assigns forever, all the real property, together with any improvements thereon, located in the County of Logan and State of Colorado described as follows:

See Exhibit "A" attached hereto and made a part hereof

also known by street address as: 3-4, 7N, 50W Vacant Land, Logan County, CO

TOGETHER with all and singular the persons, firms and corporations therein belonging, or in anywise participating, in the operations, transactions, terms, issues and profits thereof, and all the estate, right, title, interest, claim and demand, which shall be of the Grantor, either in law or equity, of, in and to the above enumerated premises, with the hereunto necessary appurtenances;

TO HAVE AND TO HOLD the said premises, together with the premises, with the appurtenances, unto the

The Grantor, for these reasons and reasons herein stated, does covenant, grant, bargain, and agree to and with the Grantee, and the Grantee's heirs and assigns that at the time of the making and delivery of these presents, the Grantor is well seized of the premises above described, has good, sole, perfect, absolute and indefeasible estate of inheritance, in fee simple, in law, and in fact, full power and lawful authority to grant, bargain, sell and convey the same in fee simple, and that the same are free and clear from all former and other grants, bargains, sales, leases, mortgages, encumbrances and restrictions of whatever kind or nature, except and subject to the following:

General taxes for the year 2013 and subsequent years; and those specific exceptions described by reference to recorded documents as reflected in the Title Documents executed by Grantor(s) in accordance with Section 8.1 (Record Title Matters) of the Contract to Buy and Sell Real Estate relating to the above described real property, distribution utility easements (including, cable TV); those specifically described rights of third parties not shown or claimed with Section 8.2 (Off Record Title Matters) and Section 9 (Current Survey Review) of the Contract to Buy and Sell Real Estate relating to the above described real property; inclusion of the Property within any special taxing district; the benefits and burdens and of any recorded declaration and party well agreements, if any.

And the Grantor shall and will WARRANT THE TITLE AND DEFEND the above described premises, but not any adjoining premises, against all and every person or persons lawfully claiming the whole or any part thereof.

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

Tamara Farris Tamara Farris
Tamara Farris, attorney in fact for William J. Poaplit Tamara Farris, attorney in fact for Joyce J. Poaplit

State of Rhode Island
County of Newport

The foregoing instrument was acknowledged before me this 17 day of January, 2014 by Tamara Ferrick, attorney in fact for William J. Pospisil and Joyce J. Pospisil.

Notary Public
My commission expires

STATE OF COLORADO GRANT AGREEMENT

COVER PAGE

State Agency Department of Natural Resources Colorado Parks and Wildlife ("CPW") 6060 Broadway Denver, CO 80216	Agreement Number CMS Number: 178873 Encumbrance Number: CTGG1 2023*2376
Grantee Logan County 315 Main Street Sterling, CO 80751	Agreement Performance Beginning Date July 22, 2022
	Initial Agreement Expiration Date December 31, 2023
Agreement Maximum Amount Total for All State Fiscal Years \$70,500.00	Agreement Authority A. Federal Authority Federal funds are provided by Catalog of Federal Domestic Assistance number 15.611. B. State Authority Authority to enter into this Contract exists in in C.R.S. 33-10-107(1)(e).
	Agreement Purpose The purpose of this agreement is to construct a firing line and shade shelter for the Logan County Shooting Range to accommodate recreational shooters during eastern plains summer conditions. The Contract is exempt from the procurement code under 24-101-105(1)(II.5) and Procurement Rule R-101-105-01.
Exhibits The following Exhibits and attachments are included with this Agreement: 1. Exhibit A, Statement of Work 2. Exhibit B, Budget 3. Exhibit C-1, Project Documentation Report 4. Exhibit C-2, Itemized Work Sheet 5. Exhibit C-3, Request For Reimbursement 6. Exhibit C-4, Performance Report 7. Exhibit D, Annual Report 8. Exhibit E, Volunteer Time Tracking Sheet 9. Exhibit F, Federal Provisions 10. Exhibit G, PII Certification	Order of Precedence In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority: 1. Colorado Special Provisions in §18 of the main body of this Agreement. 2. Exhibit F, Federal Provisions 3. The provisions of the other sections of the main body of this Agreement. 4. Exhibit A, Statement of Work 5. Exhibit B, Budget 6. Exhibit C-1, Project Documentation Report 7. Exhibit C-2, Itemized Work Sheet 8. Exhibit C-3, Request For Reimbursement 9. Exhibit C-4, Performance Report 10. Exhibit D, Annual Report 11. Exhibit E, Volunteer Time Tracking Sheet 12. Exhibit G, PII Certification
Principal Representatives For the State: David Porter Colorado Parks and Wildlife 6060 Broadway Denver, CO 80216 david.porter@state.co.us	For Grantee: Byron Pelton Logan County 315 Main Street Sterling, CO 80751 dappelhans@logancountyco.gov

SIGNATURE PAGE**THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT**

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

GRANTEE Logan County	STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Natural Resources Dan Gibbs, Executive Director Colorado Parks and Wildlife
_____ Signature	_____ Signature
_____ Printed Name	_____ Printed Name
_____ Signatory's Title	_____ Signatory's Title
Date: _____	Date: _____

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

Signature

Printed Name

Signatory's Title

Effective Date: _____

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1. PARTIES

This Agreement is entered into by and between Grantee named on the Cover Page for this Agreement (the "Grantee"), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Agreement (the "State"). Grantee and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Grantee for any Work performed or expense incurred before the Effective Date, except as described in §5.D, or after the Fund Expenditure End Date. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in Exhibit Insert Exhibit Number.

B. Initial Term

The Parties' respective performances under this Agreement shall commence on the Agreement Performance Beginning Date shown on the Cover Page for this Agreement and shall terminate on the Initial Agreement Expiration Date shown on the Cover Page for this Agreement (the "Initial Term") unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Extension Terms - State's Option

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in this Agreement (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Grantee in a form substantially equivalent to Sample Option Letter attached to this Agreement.

D. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Grantee as provided in §14, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an "End of Term Extension"), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.

E. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. A determination that this Agreement should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Agreement by the State for breach by Grantee, which shall be governed by 12.A.i.

i. Method and Content

The State shall notify Grantee of such termination in accordance with §14. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Grantee shall be subject to the rights and obligations set forth in §12.A.i.a.

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Grantee for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

F. Grantee's Termination Under Federal Requirements

Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **"Agreement"** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. **"Award"** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- C. **"Breach of Agreement"** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.
- D. **"Budget"** means the budget for the Work described in Exhibit C.
- E. **"Business Day"** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- F. **"CJI"** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.
- G. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1, *et seq.*, C.R.S.
- H. **"Effective Date"** means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature for this Agreement.
- I. **"End of Term Extension"** means the time period defined in §2.D.
- J. **"Exhibits"** means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.
- K. **"Extension Term"** means the time period defined in §2.C.
- L. **"Federal Award"** means an award of Federal financial assistance or a cost-reimbursement contract, under the Federal Acquisition Regulations or by a formula or block grant, by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include

- payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- M. **"Federal Awarding Agency"** means a Federal agency providing a Federal Award to a Recipient. Insert Federal Awarding Agency's Full Legal Name and Acronym is the Federal Awarding Agency for the Federal Award which is the subject of this Agreement.
- N. **"Goods"** means any movable material acquired, produced, or delivered by Grantee as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- O. **"Grant Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- P. **"Incident"** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, *et seq.* C.R.S. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.
- Q. **"Initial Term"** means the time period defined in §2.B.
- R. **"Matching Funds"** means the funds provided Grantee as a match required to receive the Grant Funds.
- S. **"Party"** means the State or Grantee, and **"Parties"** means both the State and Grantee.
- T. **"PCI"** means payment card information including any data related to credit card holders' names, credit card numbers, or other credit card information as may be protected by state or federal law.
- U. **"PII"** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S. "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, *et. seq.*, C.R.S.
- V. **"Recipient"** means the State agency shown on the Signature and Cover Page of this Agreement, for the purposes of this Federal Award.
- W. **"Services"** means the services to be performed by Grantee as set forth in this Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.
- X. **"State Confidential Information"** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been

communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

- Y. **"State Fiscal Rules"** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- Z. **"State Fiscal Year"** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- AA. **"State Records"** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- BB. **"Subcontractor"** means third-parties, if any, engaged by Grantee to aid in performance of the Work. "Subcontractor" also includes sub-grantees of grant funds.
- CC. **"Subrecipient"** means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Agreement, Grantee is a Subrecipient.
- DD. **"Tax Information"** means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.
- EE. **"Uniform Guidance"** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- FF. **"Work"** means the Goods delivered and Services performed pursuant to this Agreement.
- GG. **"Work Product"** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

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

4. STATEMENT OF WORK

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

5. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Agreement Maximum for each State Fiscal Year shown on the Cover Page of this Agreement.

B. Payment Procedures

i. Invoices and Payment

- a. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in Exhibit A.
- b. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Grantee and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Grantee shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Agreement.

ii. Interest

Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Grantee shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Payment Disputes

If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other

non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §2.E.

v. Federal Recovery

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

C. Matching Funds

Grantee shall provide Matching Funds as provided in §5.A and Exhibit A. Grantee shall have raised the full amount of Matching Funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any matching funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" in Exhibit A has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

D. Reimbursement of Grantee Costs

Only with prior written approval, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in Exhibit A and §5.A for all allowable costs described in this Grant and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Agreement or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. The State shall reimburse Grantee for the federal share of properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and Exhibit A. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. Grantee's costs for Work performed after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are:

- i. Reasonable and necessary to accomplish the Work and for the Goods and Services provided; and
- ii. Equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

E. Close-Out

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

6. REPORTING - NOTIFICATION

A. Quarterly Reports

In addition to any reports required pursuant to §16 or pursuant to any other Exhibit, for any Agreement having a term longer than three months, Grantee shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than five Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within ten days after being served, notify the State of such action and deliver copies of such pleading or document to the State's Principal Representative identified on the Cover Page for this Agreement.

C. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the State, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

D. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. GRANTEE RECORDS

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records for a period (the "Record Retention Period") of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection

Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State will monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by that governmental entity. Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee and this Agreement. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

D. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee or a third party. Additionally, if Grantee is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law or approved in writing by the State. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: (i) the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Agreement as an Exhibit, if applicable; (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI; (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI. Grantee shall immediately forward any request or demand for State Records to the State's Principal Representative.

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

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

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish that none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to,

developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable costs thereof.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, *et. seq.*, C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification attached hereto as Exhibit G on an annual basis Contractor's duty and obligation to certify as set forth in Exhibit G shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Agreement. Such a conflict of interest would arise when a Grantee or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

B. Apparent Conflicts of Interest

Grantee acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

D. Contractor acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Contractor further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Contract.

10. INSURANCE

Grantee shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any one fire.

C. Automobile Liability

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

D. Cyber/Network Security and Privacy Liability

Liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation, or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$2,000,000 general aggregate.

E. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

F. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

G. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Grantee and Subcontractors.

H. Primacy of Coverage

Coverage required of Grantee and each Subcontractor shall be primary and noncontributory over any insurance or self-insurance program carried by Grantee or the State.

I. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Grantee and Grantee shall forward such notice to the State in accordance with §14 within seven days of Grantee's receipt of such notice.

J. Subrogation Waiver

All commercial insurance policies secured or maintained by Grantee or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

K. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §§24-10-101, *et seq.*, C.R.S. (the "GIA"), Grantee shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Grantee shall ensure that the Subcontractor maintain at all times during the terms of this Grantee, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

L. Certificates

For each commercial insurance plan provided by Grantee under this Agreement, Grantee shall provide to the State certificates evidencing Grantee's insurance coverage required in this Agreement within seven Business Days following the Effective Date. Grantee shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within seven Business Days following the Effective Date, except that, if Grantee's subcontract is not in effect as of the Effective Date, Grantee shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven Business Days following Grantee's execution of the subcontract. No later than 15 days before the expiration date of Grantee's or any Subcontractor's coverage, Grantee shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Grantee shall, within seven Business

Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

11. BREACH OF AGREEMENT

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of Breach of Agreement to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Grantee is debarred or suspended under §24-109-105, C.R.S. the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

12. REMEDIES

A. State's Remedies

If Grantee is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Grantee's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Additionally, if Grantee fails to comply with any terms of the Federal Award, then the State may, in its discretion or at the direction of a Federal Awarding Agency, terminate this entire Agreement or any part of this Agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not canceled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under §2.E.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

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

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Grantee's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Grantee shall, as approved by the State (i) secure that right to use

such Work for the State and Grantee; (ii) replace the Work with non-infringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

13. DISPUTE RESOLUTION

A. Initial Resolution

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

B. Resolution of Controversies

If the initial resolution described in §13.A fails to resolve the dispute within ten Business Days, Grantee shall submit any alleged breach of this Agreement by the State to the Procurement Official of the State Agency named on the Cover Page of this Agreement as described in §24-101-301(30), C.R.S. for resolution following the same resolution of controversies process as described in §§24-106-109, and 24-109-101.1 through 24-109-505, C.R.S. (the "Resolution Statutes"), except that if Grantee wishes to challenge any decision rendered by the Procurement Official, Grantee's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Grantee pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

14. NOTICES AND REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party's principal representative at the address set forth below or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Agreement. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION**A. Work Product****i. Copyrights**

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Grantee hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Grantee cannot make any of the assignments required by this section, Grantee hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

In addition, Grantee grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Grantee that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

iii. Assignments and Assistance

Whether or not Grantee is under contract with the State at the time, Grantee shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. Grantee assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, "State Materials"). Grantee shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Grantee's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Grantee shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Grantee

Grantee retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Grantee under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

16. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Grantee under this Agreement is \$100,000 or greater, either on the Effective Date or at any time thereafter, this section shall apply. Grantee agrees to be governed by and comply with the provisions of §§24-106-103, 24-102-206, 24-106-106, and 24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of Agreement performance information in the State's Agreement management system ("Contract Management System" or "CMS"). Grantee's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Agreement, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

17. GENERAL PROVISIONS

A. Assignment

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

B. Subcontracts

Grantee shall not enter into any subgrant or subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each such subgrant or subcontract upon request by the State. All subgrants and subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement. If the entity with whom Grantee enters into a subcontract or subgrant would also be considered a Subrecipient, then the subcontract or subgrant entered into by Grantee shall also contain provisions permitting both Grantee and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

C. Binding Effect

Except as otherwise provided in §17.A, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

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

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

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

H. Digital Signatures

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

I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

K. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

L. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full

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

M. Survival of Certain Agreement Terms

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

N. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Grantee. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in § 17.A, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

P. Waiver

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

Q. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Grantee's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations

Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

T. Indemnification

i. General Indemnification

Grantee shall indemnify, save, and hold harmless the State, its employees, agents and assignees (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 any act or omission by Grantee, or its employees, agents, Subcontractors, or assignees in connection with this Agreement.

ii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Grantee in violation of §8 may be cause for legal action by third parties against Grantee, the State, or their respective agents. Grantee shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) incurred by the State in relation to any act or omission by Grantee, or its employees, agents, assigns, or Subcontractors in violation of §8.

iii. Intellectual Property Indemnification

Grantee shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

U. Compliance with State and Federal Law, Regulations, and Executive Orders

Grantee shall comply with all State and Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Grant.

V. Accessibility

i. Grantee shall comply with and the Work Product provided under this Agreement 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 the Governor's Office of Information Technology (OIT), pursuant to Section §24-85-103 (2.5), C.R.S. Grantee 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.

ii. Grantee 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 Grantee'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.

iii. The State may require Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee'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.

18. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all agreements except where noted in italics.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

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

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR.

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

E. COMPLIANCE WITH LAW.

Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109, C.R.S.

H. SOFTWARE PIRACY PROHIBITION.

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

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

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

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

[*Not applicable to intergovernmental agreements*] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

Exhibit A- SCOPE OF WORK

STATE:	Colorado
FBMS NUMBER:	F16AF01210 (Mod #7)
STATE IDENTIFIER:	W-255-E
PROJECT TITLE:	Logan County Shooting Range – Shade Shelters
GRANT PERIOD:	September 1, 2016 – December 31, 2023
PROJECT PERIOD:	July 22, 2022 – December 31, 2023

This Scope of Work is an amendment to an existing grant, W-255-E. It allocates existing funding within F16AF01210 to a specific project – Logan County Shooting Range Shade Shelters. No new funding is allocated to the overall grant.

PURPOSE:

Improve recreational shooting opportunities in Colorado.

NEED:

The Logan County Shooting Range in Sterling Colorado is a public shooting range located just south of the town. The range has been developed incrementally over the last 5 years. The proposed project will construct a firing line and shade shelter for the 300 yard range and a shade shelter for the 100 yard range to accommodate recreational shooters during eastern plains summer conditions.

OBJECTIVE:

By December 31, 2023, complete the following:

- Construct concrete firing line and shade shelter for the 300 yard range.
- Construct shade shelter for 100 yard range.

EXPECTED BENEFITS:

The proposed improvements will address heat and sun issues at the 300 yard and 100 yard ranges, particularly during summer months at the range. The improvements will improve recreational shooter satisfaction at heavily used ranges at the public shooting range.

APPROACH:

Logan County intends to use county work crews and contracted labor to make the following improvements –

1. Construct concrete firing line and shade shelter for the 300 yard range. The firing line and shade shelter will be approximately 10'w X 100'l X 10'h. The firing line will have 10 firing positions.
2. Construct shade shelter for 100 yard range. The shade shelter will be approximately 10'w X 100'l X 10'h. A concrete firing line is already in place. The firing line will have 10 firing positions.

Both shade structures will be poste frame structure, sheeted and wrapped in uni-rib steel sheeting.

The shooting range is open to the public 365 days/year. Daily fees are \$10/vehicle. Annual memberships are available at \$140 for a family of 4. There is no initiation fee for an annual membership. The county will operate the range under comparable conditions and terms for the useful life of the improvements made under this grant.

LOCATION:

The Logan County Shooting Range is located southeast of the city of Sterling, on the south side of I-76. A map showing the location of the range is attached.

ESTIMATED PROJECT COSTS:

Total project costs are estimated to be \$94,000. Local matching funds will cover \$23,500 (25% of project costs). The remaining \$70,500 (75% of project costs) is requested in Hunter Education – Section 4 funds previous awarded to this grant. **No additional funds are requested as part of this amendment.** A more detailed budget for the reallocated funds is attached.

PROGRAM INCOME:

There is no program income associated with this project.

USEFUL LIFE OF CAPITAL IMPROVEMENTS:

The useful life of improvements funded through this project has been established to be 20 years. A contract will be signed between the Colorado Parks and Wildlife and the project sponsor which will include a provision committing the project sponsor to maintain the project for its useful life, and describing a process to handle a failure to do so.

PERSONNEL:

Jim Guthrie	Colorado Parks and Wildlife	303-291-7621
Todd Schmidt	Colorado Parks and Wildlife, AWM	970-842-6311
Dave Appelhans	Logan County Supervisor	970-580-2085

SCHEDULE:

July 2022 – December 31 2023 Construction of extended firing line and shade shelters.

MAINTENANCE:

Improvements made through this grant will be maintained by the project sponsor.

LAND CONTROL:

No land control issues are associated with this project. The property is owned in fee title by the project sponsor.

**Exhibit B-
Budget
Logan County Shooting Range Firing Lines**

ITEM	MATCHING FUNDS	HUNTER ED SECTION 4 FUNDS	TOTAL
300 yard range firing line and shelter. Rimfire range shelter.	-----	\$70,500	\$70,500
Construction and site prep	\$23,500	-----	\$23,500
Total	\$23,500	\$70,500	\$94,000

No new funds are added to the existing grant through this amendment. All funds are allocated from existing funds in the grant.

Budget Justification

Budget Class Category	Cost
Personnel (salaries)	
Fringe Benefits	
Travel	
Equipment	
Supplies	
Contractual	
Construction	\$94,000
Other	
Total Direct Costs	\$94,000
Indirect Costs	
Total Direct/Indirect	\$94,000
Program Income (additive)	
Overall Total	\$94,000

EXHIBIT C-1
PROJECT DOCUMENTATION REPORT

TYPES OF DOCUMENTATION REQUIRED FOR REIMBURSEMENT REQUESTS:

1. One fully itemized expenditure work sheet (see Exhibit C-2 for an example) to which the following certification must be included and signed:
 "This itemization reflects only those items eligible for reimbursement as described in the Subgrant Agreement."
2. Copies of purchase order, invoices, receipts, etc. for all expenditures listed on the itemized work sheet. Invoices must indicate the items and amounts that apply to the project. This is particularly important for invoices that include items or work for projects outside the scope of the CPW Shooting Range project.
3. Copies of cancelled checks (front and back) for the invoices. The CPW Shooting Range program is a reimbursement program, so the program coordinator needs to be able to document that payment has been made for the items used as match and for which reimbursement is requested.
4. A signed copy of the Request for Reimbursement form (Exhibit C-3).
5. If subcontractors are used in the performance of the project, all related documentation of a competitive bid process to include, but not necessarily limited to, copies of bid notices, requests for proposals, bid tabulation sheet, etc.
 - a. For municipalities, in place of the above, a certification is required that verifies use and compliance with its own bid process and rules.
6. If the project involves labor and equipment provided from in-house sources (e.g. county road crews, public works department crews), documentation of the normal hourly wage or usage rates is required. The times in which the labor and/or equipment was used on the CPW Shooting Range project should be clearly noted.
7. When requesting **PARTIAL** reimbursement, documentation must be provided for in-kind, donated or cash match at the overall cost share rate of the project.
8. For the **FINAL** reimbursement request, include one copy of the as-built site plan with the following features:
 - a. Location and identification of all facilities which were installed or constructed under the CPW Shooting Range project.
 - b. Project title and number and date of preparation of the site plan.
 - c. Project boundaries. In most cases the project boundary is the same as the property boundary.
 - d. Identification and location of all overhead utility and/or telephone lines and any other known outstanding rights, easements or other interests in the property which are held by others. If there are none, then the following statement should be printed on the site plan:
 "There are no known outstanding rights, easements or other interests in the property which are held by others."

PROJECT NAME:

Contract Encumbrance No. CTGG1 PMAA *

Subgrant Agreement No.

	LOCAL MATCH (Cash & In-kind) Expended	Payment Request from Subgrant	LOCAL MATCH (Cash & In-kind) Expended	Payment Request from Subgrant	CHECK NO.	DATE PAID
TOTAL						
TOTAL COST						

Signed

Date _____

Certification:

This itemization reflects only those items eligible for reimbursement as described in Subgrant Agreement.

EXHIBIT C-3
REQUEST FOR REIMBURSEMENT

Project Name: _____		Subgrant Agreement No. _____	
		Encumbrance No. <u>CTGG1 PMAA</u>	
Subgrantee: _____		Address _____	
Date Prepared _____			
Request No. _____	Subgrant Amount \$ _____ / % of total project _____		
	Match Amount \$ _____ / % of total project _____		
Work Period: _____ to _____		Total Contract \$ _____	

Description of Reimbursable Amounts by Work Item	Previously Requested	This Request	To Date
1)			
2)			
3)			
4)			
5)			
6)			
7)			
8)			
9)			
10)			
11)			

Net Earned Payment	\$ _____	\$ _____	\$ _____	
Less Previous Payment			\$ _____	
Net Payment This Request			\$ _____	

% Time Elapsed	% Work Completed
----------------	------------------

Project Status:

Notice to Proceed Date: _____

Original Project Completion Date: _____

Amended Project Completion Date: _____

(if applicable)

<p><u>PROJECT SPONSOR USE</u></p> <p>Prepared by (Signature) _____</p> <p>Project Coordinator Phone: _____</p> <p>Project Coordinator email: _____</p>	<p><u>DPW USE ONLY</u></p> <p>Administrative Review _____</p> <p><u>Verified amounts:</u></p> <p>Reimbursable expenses _____</p> <p>Matching expenses _____</p>
--	---

<p>Approved by: (Person with financial responsibility)</p> <p>_____ (Signature and Title)</p> <p>OR</p> <p>Subgrantee: (Same as signature on Subgrant Agreement)</p>	<p><u>DPW USE ONLY</u></p> <p>Approved by</p> <p>_____ (Signature and Title)</p>
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EXHIBIT C-4
REPORT OF
SUBGRANT AGREEMENT PERFORMANCE

[illegible]

Exhibit D

Annual Report

Project Name _____		Subgrant Agreement No. _____		
Sponsor _____		Notice to Proceed Date: _____		
Address _____		Final Inspection Acceptance Date: _____		
Telephone _____		Useful Life Date: _____ (20 years beyond Final Inspection Acceptance Date)		
* = Satisfactory ** = Unsatisfactory				
Description of Contract Features (attach separate sheet if necessary)	Operating Condition * or **	Maintenance Needed (List)	Replacement Needed (List)	Credit Signage * or **

Submitted by: _____
Signature/Title

Date: _____

Regional Approval: _____
Signature/Title

Date Verified: _____

Project Name or Location: _____

Date: _____

[illegible]

Exhibit E -- Page 1 of 2

EXHIBIT E

Volunteer Time Tracking Sheet Instructions –

Accurate recording of volunteer hours for Division of Parks and Wildlife-funded projects is an important part of administering a grant. Inadequate tracking of volunteer labor will reduce the amount of match the project sponsor can be credited for in a project, and can reduce the amount of funding the Division of Parks and Wildlife can provide. The result could be that a project sponsor has to pay for portions of a project that they were not planning on. It is strongly recommended that volunteer information be collected at the time of the work; collecting the information weeks or months is very difficult, if not impossible, to do.

The attached Volunteer Time Tracking Sheet can be used by project leaders to track volunteer time. Project leaders can use their own sign-in sheets, but they should be sure that any alternatives include the main information included in the attached sheet – name and signature of volunteer, hours worked, project identification, date and supervisor signature certifying accuracy of information.

The attached sheet is largely self-explanatory. The following addresses specific information items requested on the sheet –

- 1) Project Name or Location – This is the common name of the project which helps identify it – e.g. Clear Creek habitat improvement, Blue Lake Fishing Pier.
- 2) Type of Work Done – very short description of the work done by the volunteer – e.g. revegetation, trail construction
- 3) Rate – the hourly rate at which the volunteer labor is valued for the project. This figure can be obtained from the project contact or the Federal Assistance coordinator in the Division of Parks and Wildlife. As an example, for 2009, general labor contributed to a project is normally valued at \$20/hour. That figure may vary depending on special skills that may be donated, or reflecting a change in the value of general labor. This figure can be obtained after the work is done, and entered on the form by the project leader at that time.
- 4) Project Leader and Signature – This is the name and signature of the on-site project leader that certifies that the listed work was done.

EXHIBIT F, FEDERAL PROVISIONS

1. APPLICABILITY OF PROVISIONS.

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

2. DEFINITIONS.

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
 - 2.1.1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
 - 2.1.1.1. Awards may be in the form of:
 - 2.1.1.1.1. Grants;
 - 2.1.1.1.2. Contracts;
 - 2.1.1.1.3. Cooperative Contracts, which do not include cooperative research and development Contracts (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
 - 2.1.1.1.4. Loans;
 - 2.1.1.1.5. Loan Guarantees;
 - 2.1.1.1.6. Subsidies;
 - 2.1.1.1.7. Insurance;
 - 2.1.1.1.8. Food commodities;
 - 2.1.1.1.9. Direct appropriations;
 - 2.1.1.1.10. Assessed and voluntary contributions; and
 - 2.1.1.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.
 - 2.1.1.1.12. Any other items specified by OMB in policy memoranda available at the OMB website or other source posted by the OMB.
 - 2.1.1.2. Award **does not** include:
 - 2.1.1.2.1. Technical assistance, which provides services in lieu of money;
 - 2.1.1.2.2. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
 - 2.1.1.2.3. Any award classified for security purposes; or
 - 2.1.1.2.4. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).

- 2.1.2. "Data Universal Numbering System (DUNS) Number" means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet's website may be found at: <http://fedgov.dnb.com/webform>.
- 2.1.3. "Entity" means all of the following as defined at 2 CFR part 25, subpart C;
- 2.1.3.1. A governmental organization, which is a State, local government, or Indian Tribe;
 - 2.1.3.2. A foreign public entity;
 - 2.1.3.3. A domestic or foreign non-profit organization;
 - 2.1.3.4. A domestic or foreign for-profit organization; and
 - 2.1.3.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 2.1.4. "Executive" means an officer, managing partner or any other employee in a management position.
- 2.1.5. "Federal Award Identification Number (FAIN)" means an Award number assigned by a Federal agency to a Prime Recipient.
- 2.1.6. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR §200.37
- 2.1.7. "FFATA" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the "Transparency Act."
- 2.1.8. "Federal Provisions" means these Federal Provisions subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.
- 2.1.9. "Grant" means the Grant to which these Federal Provisions are attached and includes all Award types in §2.1.1.1 of this Exhibit.
- 2.1.10. "Grantee" means the party or parties to a Grant funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Grantee does not include Vendors.
- 2.1.11. "OMB" means the Executive Office of the President, Office of Management and Budget.
- 2.1.12. "Prime Recipient" means a Colorado State agency or institution of higher education that receives an Award.
- 2.1.13. "Subaward" means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR §200.38. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

- 2.1.14. “Subrecipient” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee. The term does not include an individual who is a beneficiary of a federal program.
- 2.1.15. “Subrecipient Parent DUNS Number” means the subrecipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
- 2.1.16. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 2.1.17. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year and includes the following:
- 2.1.17.1. Salary and bonus;
 - 2.1.17.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 2.1.17.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 2.1.17.4. Change in present value of defined benefit and actuarial pension plans;
 - 2.1.17.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 2.1.17.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.18. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.
- 2.1.19. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 2.1.20. “Vendor” means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

3. COMPLIANCE.

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

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENTS.

- 4.1. SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 4.2. DUNS. Grantee shall provide its DUNS number to its Prime Recipient, and shall update Grantee's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Grantee's information.

5. TOTAL COMPENSATION.

- 5.1. Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
- 5.1.1. The total Federal funding authorized to date under the Award is \$25,000 or more; and
- 5.1.2. In the preceding fiscal year, Grantee received:
- 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 5.1.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 5.1.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING.

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

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

- 8.1. If Grantee is a Subrecipient, Grantee shall report as set forth below.
 - 8.1.1. **To SAM.** A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:
 - 8.1.1.1. Subrecipient DUNS Number;
 - 8.1.1.2. Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;
 - 8.1.1.3. Subrecipient Parent DUNS Number;
 - 8.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
 - 8.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
 - 8.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.
 - 8.1.2. **To Prime Recipient.** A Subrecipient shall report to its Prime Recipient, upon the effective date of the Grant, the following data elements:
 - 8.1.2.1. Subrecipient's DUNS Number as registered in SAM.
 - 8.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

9. PROCUREMENT STANDARDS.

- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.

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

10. ACCESS TO RECORDS

- 10.1. A Subrecipient shall permit Recipient and auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass-through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).

11. SINGLE AUDIT REQUIREMENTS

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

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

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

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

12. GRANT PROVISIONS FOR SUBRECIPIENT CONTRACTS

12.1. If Grantee is a Subrecipient, then it shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Grant.

12.1.1. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Grant Compliance Programs, Equal Employment Opportunity, Department of Labor.

12.1.1.1. During the performance of this contract, the contractor agrees as follows:

12.1.1.1.1. Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

12.1.1.1.2. Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

12.1.1.1.3. Grantee will send to each labor union or representative of workers with which he has a collective bargaining Grant or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

12.1.1.1.4. Grantee will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

12.1.1.1.5. Grantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- 12.1.1.1.6. In the event of Grantee's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 12.1.1.1.7. Grantee will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Grantee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States."
- 12.1.2. **Davis-Bacon Act.** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. ~~The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.~~
- 12.1.3. **Rights to Inventions Made Under a Grant or Grant.** If the Federal Award meets the definition of "funding Grant" under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Grant," Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts," and any implementing regulations issued by the awarding agency.

- 12.1.4. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5. **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 12.1.6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

13. CERTIFICATIONS.

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

14. EXEMPTIONS.

- 14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 14.2. A Grantee with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.
- 14.3. There are no Transparency Act reporting requirements for Vendors.

15. EVENT OF DEFAULT.

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

EXHIBIT G-PH CERTIFICATION

STATE OF COLORADO

THIRD PARTY ENTITY / ORGANIZATION CERTIFICATION FOR ACCESS TO PH THROUGH A DATABASE OR AUTOMATED NETWORK

Pursuant to § 24-74-105, C.R.S., I, _____, on behalf of _____ (legal name of entity / organization) (the "Organization"), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.

Signature: _____
Printed Name: _____
Title: _____
Date: _____

THIS FORM HAS CHANGED – PLEASE READ CAREFULLY

Logan County Lodging Tax Board Funding Request Form

***** Please print and review all 3 pages and bring to the meeting *****

Date: 10/3/22

Event / Project: Governor's Conference on Tourism 2023

Responsible Party: (Signature) Marilee Johnson

Funds Payable to: (Organization) Various

Mailing Address:

Date(s) of Activity: 2023 Tourism Conference in Snowmass, Sept. 20-23, Marilee Johnson and Tanna Prince

Amount requested: \$2,000

Complete attached application form.

Focus shall be to attract visitors/attendees from outside Logan County or to enhance the experience of visitors. Priority will be given to events or marketing projects that encourage overnight lodging stays in Logan County.

1. Applications for funding shall be in writing with estimates or bids attached, and shall include a brief description of project and its impact on Logan County. Please provide 12 copies of the completed application, one for each Board member.
2. A presentation must be made in person at a Board meeting by the requesting person, business or organization and will be considered for approval at the following month's meeting.
3. Allocations will be made on a case by case basis and are not automatic. Funds for event advertising are scaled according to number of days of event, and final approval is at the discretion of the Lodging Tax Board and the Board of County Commissioners.
4. Funds allocated are NOT paid up-front. Reimbursement will be made for actual expenses via receipts or invoices submitted to Logan County Finance Office and approved by LTB Treasurer. Proof of expenses must be presented for payment within 90 days of the completion of the event.
5. **At least 50% of the granted advertising funds must be spent to reach an audience outside of Logan County.**
6. Funded events and marketing must recognize the contribution of the LCLTB and Logan County Tourism by prominently using the official tourism logo on all materials produced. Radio ads must include "FUNDS PROVIDED BY LOGAN COUNTY LODGING TAX BOARD." A link to the Logan County Tourism website www.exploresterling.com must also be displayed on the website of the grant recipient when applicable.
7. The Board requires in-person or written follow-up report within 90 days after the event.
8. **FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD AFFECT FUTURE FUNDING.**

Guidelines for Requesting Funds From the Logan County Lodging Tax Board

The Logan County Lodging Tax Board's funding and the use of its funds were established by Colorado House Bill 1476, and concern the promotion of tourism and its funding. This house bill was enacted by the General Assembly of the State of Colorado and later approved by the voters of Logan County. In general, "revenues collected from Logan County Lodging Tax (1.9% bed tax), shall be used only to advertise, market or promote tourism for Logan County"

Funding for advertising, marketing or promoting an event intended to bring tourism to Logan County may be requested by completing the request form and application, and submitting the request before the Lodging Tax Board at their next monthly meeting. The Board meets the first Monday of each month at noon. For location call the Logan County Commissioners Office at 970-522-0888. Please provide 12 copies of the completed proposal (one for each Board member). Please keep presentation to a maximum of ten minutes. The Board will consider the approval of your request at the monthly meeting following your presentation.

Funding will be scaled according to the number of consecutive days of event. Final approval is at the discretion of the Lodging Tax Board and the Board of County Commissioners.

Requests approved by the Lodging Tax Board will then go to the County Commissioners for their approval at a regular open meeting. **If possible please plan to attend the County Commissioners' meeting to answer questions.** Check with their office for time and date of the next Commissioners meeting. This is also announced at the Lodging Tax Board meeting.

Funds are not allocated up-front. They are allocated as reimbursement of actual expenses by submitting proof of the expenses (invoice) to the finance department at the Logan County Courthouse. Proof of expenses must be presented for payment within 90 days of completion of the event.

THANK YOU!!

THIS PART OF FORM TO BE COMPLETED BY LODGING TAX BOARD

The Logan County Lodging Tax Board requests approval from the County Commissioners in the amount of \$ 2000.00 for the activity outlined in this request with the understanding that the funds will be used as described.

LCLTB Endorsement:

Date: 10/2/22

LCLTB Treasurer's Endorsement

Date: 10/2/22

Logan County Commissioners approve the amount of \$ _____

Commissioners Endorsement _____

Date: _____

REVISED October 2021

THIS FORM HAS CHANGED – PLEASE READ CAREFULLY

Logan County Lodging Tax Board Funding Request Form

***** Please print and review all 3 pages and bring to the meeting *****

Date: 9/9/22

Event / Project: Miles Partnership 2023

Responsible Party: (Signature) Marilee Johnson

Funds Payable to: (Organization) Miles Partnership

Mailing Address: PO Box 669418, Dallas TX 75266-9418

Date(s) of Activity: 2023 – Advertising package with Colorado Tourism Office and colorado.com

Amount requested: Plan A: \$9,972 or Plan B: \$16,621.50

Complete attached application form.

Focus shall be to attract visitors/attendees from outside Logan County or to enhance the experience of visitors. Priority will be given to events or marketing projects that encourage overnight lodging stays in Logan County.

1. Applications for funding shall be in writing with estimates or bids attached, and shall include a brief description of project and its impact on Logan County. Please provide 12 copies of the completed application, one for each Board member.
2. A presentation must be made in person at a Board meeting by the requesting person, business or organization and will be considered for approval at the following month's meeting.
3. Allocations will be made on a case by case basis and are not automatic. Funds for event advertising are scaled according to number of days of event, and final approval is at the discretion of the Lodging Tax Board and the Board of County Commissioners.
4. Funds allocated are NOT paid up-front. Reimbursement will be made for actual expenses via receipts or invoices submitted to Logan County Finance Office and approved by LTB Treasurer. Proof of expenses must be presented for payment within 90 days of the completion of the event.
5. **At least 50% of the granted advertising funds must be spent to reach an audience outside of Logan County.**
6. Funded events and marketing must recognize the contribution of the LCLTB and Logan County Tourism by prominently using the official tourism logo on all materials produced. Radio ads must include "FUNDS PROVIDED BY LOGAN COUNTY LODGING TAX BOARD." A link to the Logan County Tourism website www.exploresterling.com must also be displayed on the website of the grant recipient when applicable.
7. The Board requires in-person or written follow-up report within 90 days after the event.
8. **FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD AFFECT FUTURE FUNDING.**

Guidelines for Requesting Funds From the Logan County Lodging Tax Board

The Logan County Lodging Tax Board's funding and the use of its funds were established by Colorado House Bill 1476, and concern the promotion of tourism and its funding. This house bill was enacted by the General Assembly of the State of Colorado and later approved by the voters of Logan County. In general, "revenues collected from Logan County Lodging Tax (1.9% bed tax), shall be used only to advertise, market or promote tourism for Logan County"

Funding for advertising, marketing or promoting an event intended to bring tourism to Logan County may be requested by completing the request form and application, and submitting the request before the Lodging Tax Board at their next monthly meeting. The Board meets the first Monday of each month at noon. For location call the Logan County Commissioners Office at 970-522-0888. Please provide **12** copies of the completed proposal (one for each Board member). Please keep presentation to a maximum of ten minutes. The Board will consider the approval of your request at the monthly meeting following your presentation.

Funding will be scaled according to the number of consecutive days of event. Final approval is at the discretion of the Lodging Tax Board and the Board of County Commissioners.

Requests approved by the Lodging Tax Board will then go to the County Commissioners for their approval at a regular open meeting. **If possible please plan to attend the County Commissioners' meeting to answer questions.** Check with their office for time and date of the next Commissioners meeting. This is also announced at the Lodging Tax Board meeting.

Funds are not allocated up-front. They are allocated as reimbursement of actual expenses by submitting proof of the expenses (invoice) to the finance department at the Logan County Courthouse. Proof of expenses must be presented for payment within 90 days of completion of the event.

THANK YOU!!

THIS PART OF FORM TO BE COMPLETED BY LODGING TAX BOARD

The Logan County Lodging Tax Board requests approval from the County Commissioners in the amount of \$ 16,621.50 for the activity outlined in this request with the understanding that the funds will be used as described.

LCLTB Endorsement: [Signature] Date: 10/2/22

LCLTB Treasurer's Endorsement [Signature] Date: 10/2/22

Logan County Commissioners approve the amount of \$ _____

Commissioners Endorsement _____ Date: _____

LOGAN COUNTY LODGING TAX BOARD

FUNDING APPLICATION

1. EVENT / PROJECT: Miles Partnership 2023

2. DATE(S) OF EVENT: 2023

3. BRIEFLY DESCRIBE YOUR EVENT / PROJECT:

Plan A: 1/2 page ad + reduced city page sponsorthsip schdule (9 months) - \$9,972

Plan B: 1/2 page ad +full city page sponsorship + leads + custom email + sponsored article - \$16,621

4. WHERE WILL EVENT BE HELD? _____

5. IS THIS EVENT ONE-TIME OR ANNUAL? _____

6. BRIEFLY DESCRIBE YOUR MARKETING PLAN AND HOW YOUR EVENT WILL BE MARKETING TO AUDIENCES OUTSIDE OF LOGAN COUNTY?

7. WHAT IS YOUR PROJECTED ATTENDANCE OF EVENT? _____

8. PROJECTED ESTIMATE OF OVERNIGHT HOTEL STAYS THIS EVENT WILL GENERATE? _____

9. HOW WILL YOUR EVENT / PROJECT POSITIVELY IMPACT LOGAN COUNTY (economically, culturally, etc.)?

10. EVENT BUDGET (PLEASE ATTACH)

Marilee Johnson

10/03/22

Signature

Date

THIS PART OF FORM TO BE COMPLETD BY LODGING TAX BOARD

☐

Previous funding?

☐

Follow-up report?



Service Order Form

		Event Dates: 7/28-8/7		Expires: 11/01/2025	
Fees		Term: 3 Years		Order Date: September, 2022	
Description	Quantity	Billing	Price/Ticket (Item)	Subtotal	
Online Ticket Sales: priced \$0.01 - \$5.00	NA	30 days after Invoice	\$ 0.75		
Online Ticket Sales: priced \$5.01 - \$10.00	NA	30 days after Invoice	\$ 1.00		
Online Ticket Sales: priced \$10.01 - \$15.00	NA	30 days after Invoice	\$ 1.50		
Online Ticket Sales: priced \$15.01 - \$30.00	NA	30 days after Invoice	\$ 2.00		
Online Ticket Sales: priced \$30.01 - \$40.00	NA	30 days after Invoice	\$ 3.00		
Online Ticket Sales: priced \$40.01 - \$50.00	NA	30 days after Invoice	\$ 4.00		
Online Ticket Sales: priced \$50.01 +	NA	30 days after Invoice	\$ 5.00		
General Admission - Box Office Ticket - Paid	NA	30 days after Invoice	\$ 0.25		
General Admission - Box Office Ticket - Comp	NA	30 days after Invoice	\$ 0.07		
General Admission - Pre-Printed Ticket - Paid (Redeemed)	NA	30 days after Invoice	\$ 0.25		
General Admission - Pre-Printed Ticket - Comp (Redeemed)	NA	30 days after Invoice	\$ 0.07		
Reserved Seat - Box Office Ticket - Paid	NA	30 days after Invoice	\$ 0.50		
Reserved Seat - Box Office Ticket - Comp	NA	30 days after Invoice	\$ 0.10		
Non-scanned items sold using built in SaffireCommerce™ (Merchandise, Registrations, etc.)	NA	Semi-Annually	\$ 0.50		

*With a 3-year agreement, the client will be charged a minimum of \$10,000/yr, or the sum of all ticketing fees as shown above, whichever amount is higher.
If a Call Center is utilized, an additional \$2.50 per ticket will be added to the online fees for all ticket sold through the Call Center service.

Equipment Pricing as of July 2022

iOS Devices Rental: iPhones or until iPads --- \$90 per device for 1-week rental, or \$25 per device for each additional week -- includes unlimited data plan	TBD	30 days after Invoice	\$ 90.00	
Complete POS Rental: Laptop, Microcom Printer, OR Hlp Printer and Credit Card Reader --- \$150 per setup for 1-week rental, or \$50 per setup for each additional week	TBD	30 days after Invoice	\$ 150.00	
Contactless Kiosk System : Touchscreen Monitor (15 inches), minicomputer to operate system, Microcom Printer with cutter, and Credit Card Reader, --- \$300 per setup for 1-week rental, or \$100 per setup for each additional week	TBD	30 days after Invoice	\$ 300.00	
Printer Rentals: Microcom 520 --- \$50 per printer for a 1-week rental, or \$25 per printer for each additional week	TBD	30 days after Invoice	\$ 50.00	
Printer Rentals: Microcom 485 (cutter) --- \$90 per printer for a 1-week rental, or \$25 per printer for each additional week	TBD	30 days after Invoice	\$ 90.00	
Printer Rentals: Hlp Printer --- \$60 per printer for a 1-week rental, or \$25 per printer for each additional week	TBD	30 days after Invoice	\$ 60.00	
Credit Card Readers Rental: Magtek (stand alone credit card readers for laptop) \$15 per reader for 1-week rental, or \$5 per reader for each additional week	TBD	30 days after Invoice	\$ 15.00	
Credit Card Readers Rental: Unimug/Imag (Unimug plug in reader for Authorize.net or PayPal) \$15 per reader for 1-week rental, or \$5 per reader for each additional week; Imag (PayPal CHIP Bluetooth) \$30 per reader for 1-week rental, or \$5 per reader for each additional week	TBD	30 days after Invoice	\$ 15.00	
MIFI Rental: \$85 per device for 1-week rental, or \$25 per device for each additional week	TBD	30 days after Invoice	\$ 85.00	
On Site Support Fee (excludes travel expenses**) - \$500/day		30 days after Invoice	\$ 500.00	
Initial Setup of SaffireTix Site (Spark Platform) - If not a current website client		At Time of Signature of agreement	\$ 1,000.00	

*Device rentals and purchase prices do not include shipping. Shipping fees for rentals will be added to the post-event invoice. Shipping fees for purchased items will be added to the purchase invoice.

**Travel expenses include: airfare, hotel & car rental. If applicable, travel expenses will be added to the post-event invoice.

RENEWALS: This order renews for additional 1-year periods, unless either party provides the other with written (including email) notice of non-renewal at least 30 days prior to the renewal date (which is determined by order date plus term listed above).

TERMS: This order is governed by the terms of the Subscription Services Agreement (<https://www.saffire.com/sas>) between the parties, which terms are incorporated into this order for all purposes. If there is a conflict between the terms of this order and the agreement, this order governs. This order and the agreement are the entire agreement between the parties, and they supersede and replace all prior and contemporaneous negotiations, agreements, representations and discussions regarding this subject matter. Only a signed writing of the parties may amend this order.

MINIMUMS: Client will be charged a minimum \$10,000 annually or the sum of all ticketing fees, whichever amount is higher.

CREDIT CARD PROCESSING FEES: If the Client uses Saffire's payment processor, an additional credit card processing fee of 4% per transaction will be deducted from the settlement payments. These do not apply to ticketing fee minimums. A retainer of 10% of the settlement or \$1,000, whichever amount is higher, will be held for up to 60 days after the event has ended, and will be utilized to cover any customer chargeback disputes and fees that may arise after the event. Saffire will defend the purchases through the credit card company, but any chargeback disputes awarded in the customers' favor will be deducted from the chargeback retainer. The remaining amount will be paid to the Client after the 60 day window has passed.

LATE FEES: If device rental return is not post-marked within 2-days after the event, a \$10/device/day fee will be invoiced.

Customer: Logan County Fair & Rodeo - CO	Saffire, LLC
Name: Byron Polton	Name: Aaron Pederson
Title: Chairman	Title: President
Billing Email: tkankenship@logancountyco.gov	Email: aaron@saffire.com
Address: 315 Main St., Sterling, CO 80751	Address: 248 Addle Roy Road, Suite D-106, Austin, TX 78746
Phone: 970-522-0888 x222	Phone: 512.430.1123
Signature:	Signature:
Date:	Date:

Online Auction Listing & Marketing Agreement

This Auction Listing Agreement ("Agreement") is by and between the Seller (including but not limited to its directors, officers, employees, agents, members, parents, successors, heirs, designees, predecessors, affiliates and related companies), identified below, and Big Iron Auction Company ("BigIron"). BigIron and the Seller may be referred to collectively herein as ("the Parties"). The Seller authorizes BigIron to sell Seller's Equipment on the following online auction ("Auction")

Seller Legal Name Section**Preferred Auction Date:** Oct 19, 2022 - Equipment Auction**Name (if Company / Entity):** Logan County Landfill

Seller Representative Name (if Company / Entity): Matt Chrisp

Title: Supervisor

OR

Name (if Individual) First:**Middle Initial:****Last:**To Verify identity of the **Individual seller**, the following form of identification was used (circle one):

Driver's License

Passport

Government Issued ID

Other

Co-Owner (if Applicable) First:**Middle Initial:****Last:**To Verify identity of the **Co-Owner**, the following form of identification was used (circle one):

Driver's License

Passport

Government Issued ID

Other

Name to appear on public website: Logan County Landfill**Seller Information:****Physical Address:** 24235 East US Highway 6**City:** Sterling**State:** CO**Zip Code:** 80751**County:** Logan**Primary phone:** 970-522-8657**Home phone:****Cell phone:****Fax:****Email:** matto@logancountyco.gov**Bidder #:****Contact Name:** Rick Cullip**Contact Phone:** 970-520-9473**Seller Payee Information:**

This information is mandatory. Payee information can only be changed after agreement has been signed by the BigIron Finance Department.

Name to appear on settlement check²: Logan County Landfill**Mailing address:** 315 Main**City:** Sterling**State:** CO**Zip:** 80751

¹Seller's name must be as it appears on all documentation of ownership. In the event that Seller is selling Equipment on a third-party owner's behalf, legal documentation authorizing Seller to do so on behalf of the owner(s) must be provided to BigIron. If Seller uses a registered or unregistered trade name, please provide both Seller's legal name and trade name. In the event that there are one or more additional Sellers or other parties which hold an interest in the Equipment, their name(s) must appear as a co-owner on the agreement.

²See Section 11 of BigIron Terms and Conditions regarding indemnification for failing to disclose security interests in Equipment and secured parties.

BigIron Terms and Conditions

The following Terms and Conditions apply to any online auction Listing Agreement ("Agreement") between you, the Seller (as defined in the Listing Agreement, and referred to herein as "you" and "your"), and Big Iron Auction Company ("BigIron").

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.

1. **Services.** You authorize BigIron to sell the equipment, machinery, tools, vehicles, and other items (the "Equipment") as described in Schedule A of the Listing Agreement, on the BigIron Online Unreserved Timed Equipment Auction (the "Auction") during the Listing Period (defined below). In consideration for your use of the Auction for the listing and advertising of Equipment for sale, the fees, and commissions pursuant to Section 19, will be deducted from auction proceeds. BigIron does not guarantee that the Equipment will sell or that you will receive the purchase price from a buyer bidding for the Equipment.
2. **Listing Period.** You authorize BigIron to list and advertise the Equipment to potential buyers on the Auction, for the duration of the listing period. The "Listing Period" shall be from the date of execution of the Agreement until the Buyer takes delivery of the Equipment from your location.
3. **Exclusive Listing.** The Equipment will be listed for sale exclusively and solely with BigIron. You agree that once the Agreement is signed, you shall not withdraw the Equipment or sell the Equipment in any other manner and that you will withdraw the Equipment from any other selling services at your sole cost and expense.
4. **Commitment to Sell, Unreserved Auction Terms.** You understand that all auctions of Equipment are absolute auctions, with no minimums, no reserves, no one bidding for you, and no buybacks. You acknowledge that you are extending an irrevocable offer to sell the Equipment to the highest bidder at the end of the Auction. You are required to make the Equipment available to the Buyer of the Equipment in accordance with the terms and conditions of the Agreement. You acknowledge that BigIron shall have no obligation or duty to withdraw the Equipment or any part thereof from the Auction or to cancel the sale.
5. **Shill Bidding.** You will not use an alias or collude with others to make an offer directly or indirectly, or place bids on your Equipment. Others include, but are not limited to your employees, family members, friends or acquaintances, entities in your direct or indirect control, or the employees or agents thereof. You understand it is only upon these terms that BigIron will agree to list the Equipment and further understand and agree that these restrictions are necessary to protect the integrity of the "unreserved auction" or "absolute auction" process and the reputation of BigIron when it conducts the same. In the event of price manipulation, shill bidding, or a buyback, as determined in BigIron's absolute and sole discretion, BigIron may, at its option, apply liquidated damages defined in paragraph 21, and/or ban you from future use of the Auction.
6. **Auction Advertising.** The Auction will be exclusively promoted, advertised, and marketed by BigIron, through one or more of the following: internet, Newspaper, Radio, Trade Shows, Bulk Mailing/Emailing, and Major Trade Publications. BigIron shall have the authority to determine the method and extent of such marketing and advertising, at its sole discretion. You may purchase additional targeted marketing to draw attention to your items from BigIron. See attached Marketing Agreement for selections.
7. **Listing Content.** You may not list Equipment that is illegal to use or possess under any applicable law, rule, or regulation. Equipment must remain at the location disclosed in the Listing Agreement, unless otherwise agreed to by the Parties in writing. BigIron reserves the right, in its sole discretion to (i) refuse to list any piece of Equipment for any reason, (ii) withdraw any Equipment from the Auction, (iii) review and verify any Equipment's information and description, (iv) amend any Listing at any time, and (v) cancel any transaction that BigIron deems to be suspicious or fraudulent and report it to applicable authorities. You waive any and all claims you may have against BigIron as a result of BigIron's actions pursuant to this Section.
8. **Preparation of Equipment.**
 - a) In getting the Equipment presentable for listing and for inspection by potential buyers, you agree to do the following:
 - Wash the Equipment, clean the engine compartment & operator's station, remove mud, dirt, grease, and all hazardous materials.
 - Have all attachments and accessories being sold with the Equipment at the same location, ready for inspection.
 - Have the Equipment keys available. Machines shall be in operable condition and must crank, start, and operate, unless advertised and disclosed in the Listing that the machine is not operational.
 - Ensure the Equipment has adequate fuel, with a minimum of twenty (20) gallons, as applicable.
 - If available, provide a copy of maintenance records and details or invoices of major repairs performed on the Equipment.
 - b) In getting the Equipment presentable for listing and for inspection by potential buyers, you may do the following optional items:
 - Perform all necessary maintenance and repairs on the Equipment, fix leaks, and replace broken windows, broken or worn parts on the Equipment.
 - Paint, if necessary, and apply new decals to the Equipment.
9. **Descriptions.** You are solely responsible for the content of all descriptions of the Equipment that will be posted on the Auction, BigIron sale brochures, website or any other printed or electronically available material. You agree to completely and accurately disclose all information relating to the Equipment (including brand name, or other indications of origin or manufacture) that you are aware of and that BigIron deems necessary to complete the Listing. It shall be your responsibility to verify that the Equipment's description, year of manufacture, Serial or VIN is correct and to review and proofread any text descriptions, maintenance records, graphics or pictures that depict or describe the Equipment, to ensure the Equipment has been categorized and described accurately. You shall be solely responsible for any inaccuracies, errors, or omissions. BigIron takes no responsibility for mis-listing or mis-categorizing the Equipment. All of your answers to questions from BigIron shall be truthful, accurate and complete, and shall accurately

represent the condition of the Equipment until removed from your location by the Buyer of the Equipment. If at any time prior to or during the Listing Period the Equipment is altered or modified in any way which might affect the accuracy of the description or Listing, you shall contact Biglron immediately.

10. **Search Results.** Biglron cannot guarantee that your Listing will appear in any specific order in search results on the Auction

11. **Representations and Warranties.**

- a) **Seller:** As a Seller, you represent and warrant that: (i) the Equipment is in a safe condition, free of hazardous materials and in compliance with applicable US EPA and OSHA requirements; Seller hereby represents and warrants that all information provided regarding the Equipment: (ii) is true and accurate; (iii) is not fraudulent, stolen or counterfeit; (iv) does not infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (v) does not violate any applicable law, statute, ordinance or regulation.
- b) **Information:** You agree to allow Biglron to use your name and phone number, as set forth in the Listing Agreement, in all advertising by Biglron, related to the Equipment. You, and your contact, if applicable, agree to accurately and to the best of your knowledge, answer questions from potential buyers regarding the Equipment's repair history and condition.
- c) **Restrictions on Use:** During the Listing Period (Section 2), and unless noted otherwise in the Listing and Listing Agreement, you shall not operate, use, lease, rent, modify, damage, or alter the Equipment in any way. It is understood that a reasonable & limited number of additional usage hours may be incurred by potential buyers as they inspect the Equipment.
- d) **Insurance:** You agree to carry insurance on and maintain sold item(s) in the same condition as when listed, for fourteen (14) calendar days after the date of the auction.
- e) **Biglron:** Unless otherwise expressly set forth herein, Biglron's sole duty shall be to use commercially reasonable efforts to affect a sale of the Equipment during term of the Agreement, with the understanding that Biglron makes no warranty or guarantee in connection with whether or not the Equipment will be sold hereunder.
- f) **To the fullest extent permitted by law, Biglron does not warrant that the functions contained on the Biglron website, including the auction, or any materials or content contained therein will be uninterrupted or error free.**

12. **Titles.** Before any Equipment subject to a certificate of title will be listed on the Auction, you agree to deliver to Biglron the endorsed and transferrable Department of Motor Vehicle Title, Manufacturer's Certificate of Origin and any other documents required to transfer title of the Equipment to any Buyer. Prior to delivery, you will endorse titles and documents by your signature or power of attorney, as required, so that the Buyer may properly register and license the Equipment sold. If said title is not received before the Title Department deadline, the titled item will be relisted and sold on the next available Auction, in accordance with the Title Department deadlines as set by Biglron at its sole discretion. For any titled Equipment where the title is not in your legal name as written on the Listing Agreement, your signature, as listed on the title, must be entered in Schedule A of the Listing Agreement next to the corresponding titled Equipment. You agree to warrant and defend, at your expense, title to any Equipment sold.

13. **Ownership Certification, Lien Searches and Encumbrances.** You confirm that you have the legal right and/or authority to sell the Equipment. You are responsible for making full disclosure to Biglron of all Encumbrances and third-party interests that may exist on or pertain to the Equipment. You will, at your own expense, warrant and defend title to the Equipment on behalf of the Buyer, and its successors and assigns, against the claims and demands of all persons. You acknowledge and agree that Biglron shall not be responsible for any costs, expenses or fees associated with providing or obtaining clear title to the Equipment, and that you are responsible for, and shall timely pay, any such costs, expenses, or fees. You grant Biglron permission to carry out lien and title searches at Biglron's sole discretion, and any other investigative acts to determine the existence of any UCC financing statements filed with respect to or any other liens on the Equipment, at your sole and exclusive expense. You agree to pay Biglron an ownership verification, lien search, and documentation fee for the lien search(es) completed. Biglron shall not be responsible for the results of such title and lien searches. In the event that the Equipment is subject to an Encumbrance, you agree that (i) you will execute an Authorization for Release of Payoff Information in the form provided by Biglron in order to authorize the lien holder to release information to Biglron; and (ii) Biglron may at its discretion deduct the balance due on said Encumbrance from the proceeds of the Equipment sold, in accordance with Section 16, unless such lien holders provide Biglron with written release(s) with respect to the Equipment sold or to be sold. Under no circumstances will Biglron be responsible for paying Encumbrances, and Biglron's option to deduct Encumbrances from proceeds shall not relieve any of your duties herein.

14. **Release of Item(s); Transportation.** You are solely responsible for preparing the Equipment for transportation, and all associated expenses therewith. The Buyer is solely responsible for all transportation costs. You shall not release any Equipment to the Buyer unless you are presented with a Biglron invoice marked "PAID IN FULL" by the Buyer or the Buyer's agent. Once presented with an invoice marked "PAID IN FULL," you must release the Equipment to the Buyer. You can also confirm that the item has been paid for by reviewing your online seller settlement statement. You understand and acknowledge that Biglron is not involved in the delivery process, and that you should confirm delivery and risk of loss information with the Buyer.

15. **Accepting Bids.** You agree not to offer to sell, or sell, any of the Equipment when in contact with any potential bidders, buyers, or other interested parties. When fielding bidding and buying questions, you will refer them to your Biglron sales representative for additional information or direct them to the Biglron website at www.biglron.com to submit their bids.

16. **Closing of Transaction; Disbursement of Funds.** After the winning bid for the Equipment has been established by Biglron, and the transaction closes and all other conditions of sale have been met, as determined in Biglron's sole discretion, you will be notified of such acceptance of sale by an email or other notification. Biglron will generate and issue a Buyer Invoice. **The Buyer is responsible for paying the purchase price for the Equipment to Biglron.** You agree that no monies shall be payable to you until paid by the Buyer. Once received by Biglron, any monies due to you,

net of any Service Fees and other fees and expenses due to BigIron as detailed in the Agreement, shall be disbursed within 14 business days after the date of sale, on such terms and conditions as provided herein. You acknowledge that the Buyer may fail to perform or pay on a timely basis and that BigIron shall not have any liability to you for any act or omission of the Buyer.

You hereby consent to BigIron's right to offset the Service Fees and any other fees, expenses and/ or liquidated damages specified in the Agreement from the aggregate gross proceeds of the Equipment sold on the given Auction date, in the following order: (i) any liquidated damages pursuant to Section 23, (ii) Service Fees, (iii) advertising fees pursuant to the Marketing Agreement, (iv) storage fees, (v) Equipment preparation costs, (vi) setup fees, (vii) costs of ownership certification and lien searches as provided for under Sections 8 and 10 hereof, (viii) Encumbrances and amounts due to third parties which have an interest in the Equipment sold (specifically including but not limited to any amounts owed to your secured creditors or lienholders), and (ix) any other costs and expenses incurred by BigIron related to the sale of Equipment on the Auction. In the event there is a resulting deficiency after offsetting the payment of such fees, costs and expenses from the proceeds from the sale of Equipment, you shall immediately pay to BigIron, in cash or certified funds (or by wire transfer if consented to by BigIron, and you bear any and all costs associated with such transfer), the total amount of the deficiency balance.

In the event that you do not or are unable, for any reason, to make such deficiency payment, BigIron, in its sole and exclusive discretion, may do any of the following:

- Collapse the sale as permitted under the Agreement.
- Honor the transaction but hold and refuse to finalize the sale of the Equipment until such payment is made.
- Take any other action BigIron deems reasonable and appropriate

17. **Buyer Default.** If the Buyer does not make timely payment to BigIron for the Equipment purchased, the Buyer shall be considered to be in default, and you will be notified. If the Buyer of any piece of Equipment is in default, you shall have the following options: (i) BigIron will offer to sell the Equipment to the second highest bidder on the Equipment, at the second highest bidder's last bid price. If the second highest bidder accepts, the Equipment will be sold and you will receive the sale proceeds based on the second highest bidder's last bid price, less fees in accordance with the Agreement, or (ii) the Equipment may be relisted on the next available Auction. You acknowledge and agree that BigIron shall not be liable to you or to any other person or entity for any losses occasioned by the Buyer's default.

18. **Collapsed Sale.** A "Collapsed Sale" shall be a sale that for any reason becomes null and void. You acknowledge that BigIron reserves the right to collapse any sale between you and the Buyer for any reason and may return any or all funds to the Buyer.

19. **Service Fees.** You agree to pay the Service Fees set forth in this Section, for BigIron's services which will be deducted from the sale proceeds of the Equipment.

- Auction Commission:** You agree to pay the Auction Commission Rate as shown in Exhibit 1.
- Title Fee:** You agree to pay BigIron a title processing fee of twenty-five and 00 / 100 dollars (\$25.00) for each piece of titled Equipment listed on the Auction.
- Additional Marketing Fee:** For a fee, you may add additional targeted marketing to draw attention to the Equipment, as set forth in the Marketing Program Agreement attached to the Listing Agreement.
- Setup Fee:** If a BigIron representative travels to your location to wash, setup, detail, stage equipment, and sort items, there will be a \$0.00 charge.
- Carfax or VIN Report Fee:** At BigIron's sole discretion, a Carfax or VIN report will be generated and attached to any applicable item, e.g., vehicle, truck tractor a \$15 fee for said report will be deducted from the seller's proceeds.
- Lien Search Fees:** You agree to pay all fees associated with the lien search outlined in Section 13.
- Administrative Fee:** You agree to pay an administrative fee, if applicable, in order to compensate us for additional costs and overhead that we may incur to make court filings and otherwise obtain necessary legal approvals in connection with the sale of the Equipment and the payment of our fees.
- Adjustment:** BigIron may, on an annual basis adjust the fees described under this Section 19. Such adjusted fees shall only apply to Equipment listed after the date of said adjustment.

20. **Sales Tax.** If applicable, BigIron will collect and remit sales tax attributable to any services provided to the seller. In addition, BigIron will collect Sales Tax or Sales Tax exemption certificates from the Buyer, as applicable, and remit to the taxing jurisdiction. Sales tax rates and taxability will be determined based on the location of the Seller and the Equipment.

21. **Liquidated Damages.** You and BigIron acknowledge and agree that should you: (i) engage in shill bidding in breach of Section 5; (ii) withdraw the Equipment from the Auction in breach of this Agreement; (iii) breach any of your representations and warranties under Section 11; (iv) provide false or misleading information regarding the Equipment; or (v) fail to release the Equipment to a winning Buyer as required under this Agreement, the damages which BigIron might suffer are not reasonably ascertainable because of their indefiniteness or uncertainty. As such, you shall pay liquidated damages to BigIron in the amount of 25% of the gross selling price of the Equipment that is sold or, if no Equipment is sold, then 25% of the estimated value of the Equipment that was to be sold. You and BigIron agree that such estimates reflect a reasonable estimate of the damages which would probably be caused by your breach of the Agreement or is reasonably proportionate to the damages which have actually been caused by the breach. In addition, you shall also be liable for damages suffered by the Buyer(s) of the Equipment for your failure to perform. You and BigIron agree that liquidated damages pursuant to this Section are in addition to and not in lieu of the Service Fees that are due under this Agreement. Furthermore, you agree that BigIron may deduct the liquidated damages from the proceeds of the Equipment sold, in accordance with Section 16.

22. Miscellaneous.

- a) Term: This Agreement shall commence on the date of execution of the Listing Agreement and unless earlier terminated as permitted herein, shall remain in force for the Listing Period as defined in 2.
- b) Creation of Lien: As collateral security for the payment of the Service Fees and all other amounts due under the Agreement, you hereby grant to BigIron, a lien on and security interest in and to all of the right, title and interest you have in, to and under the Equipment, wherever located, whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds of the foregoing.
- c) Jurisdiction and Venue: The Agreement shall be binding and effective when signed by an authorized representative of BigIron, shall be deemed to have been entered into in Nebraska, and shall be governed and construed in accordance with the laws of State of Nebraska, without regard to its conflict of law provisions. You knowingly and voluntarily consent and submit to the exclusive jurisdiction of the courts of the State of Nebraska for the purposes of adjudicating all rights and liabilities of the Parties pursuant to the Agreement.
- d) Survival: The compensation rights and obligations of BigIron and your compensation rights and obligations set forth herein, and the provisions of these Terms and Conditions, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of these Terms and Conditions.
- e) Amendment: No amendment, modification, or waiver of the Agreement or any of its provisions shall be binding upon either Party unless made in writing and signed by authorized representatives of both Parties.
- f) No Oral Modification: The Agreement may not be modified or discharged orally, but only by an agreement in writing signed by the Party against whom enforcement of any waiver, modification or discharge is sought.
- g) Third Party Beneficiaries: Except as otherwise provided in the Agreement or by separate writing signed by the authorized representatives of both Parties, there shall be no third-party beneficiaries to the Agreement.
- h) Validity: The invalidity or unenforceability of any provision or provisions of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement, which shall remain in full force and effect, nor shall the invalidity or unenforceability of any portion of any provision of the Agreement affect the validity or enforceability of the balance of such provision.
- i) Counterparts: The Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. E-SIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly executed, delivered and effective for all purposes.
- j) Entire Agreement: The introductory paragraph, the Listing Agreement, any documents that are referenced in these Terms and Conditions or the Listing Agreement, and any Schedules and Exhibits, constitute the entire agreement between the parties hereto with respect to the subject matter hereof, and supersede all other prior agreements, understandings, writings, proposals, arrangements, representations or communications, oral or written, of either Party hereto, all of which are merged herein. There are no restrictions, promises, warranties, covenants, or undertakings other than those expressly set forth herein or incorporated herein by reference.
- k) Reformation: You and BigIron intend and agree that if a court of competent jurisdiction determines that the scope of any provision of the Agreement is too broad to be enforced, the court should reform such provisions to such narrower scope as it determines to be enforceable.
- l) Severability: In the event that any of the provisions contained in the Agreement shall, for any reason, be declared or held to be unreasonable, unlawful, unenforceable, or otherwise invalid in any respect, and is unable to be reformed by a court of competent jurisdiction as provided above, such term or provision shall be deemed separate and severable and the unenforceability of any such provision shall not affect the validity of or render unenforceable any remaining provision of the Agreement, all of which provisions shall continue in effect in accordance with their terms.
- m) Headings: Headings used in the Agreement are intended, and shall for all purposes be deemed to be, for convenience only and shall have no force or effect whatsoever in the interpretation of the Agreement.
- n) Successors and Assigns: The Agreement shall be binding upon and inure to the benefit of both Parties and their respective successors and permitted assigns. The Agreement may not be assigned by you without BigIron's prior written consent. BigIron may freely assign the Agreement to any third party.

23. Indemnity. You hereby agree to indemnify, defend and hold BigIron, its subsidiaries and its affiliates, and each of their respective directors, officers, employees, agents, members, parents, successors, assigns, and predecessors (the "Indemnified Parties") harmless from and against any and all claims, causes of action, demands, liabilities, losses, damages, judgments, penalties, and expenses and charges of any kind and nature, including interest, reasonable attorney fees and other costs (collectively "Liabilities") arising out of, resulting from, or based upon the following: (i) your breach of any provision, warranty, covenant, or representation contained in the Agreement, (ii) your breach of your duties with respect to any inspections, showings, advertising, marketing or sale of the Equipment, (iii) your willful acts or omissions, negligence, conversion, or other similar wrongdoing, (iv) hazardous materials associated with the Equipment or contamination resulting from any leakage, spills, or malfunction of the Equipment, (v) deficiencies in the provision of documents required for the purpose of titling or registering any part of the Equipment by any Buyer thereof, (vi) Encumbrances against or defects in title to, or taxes or customs duties payable in respect of, the Equipment or any part thereof, (vii) any deficiency in compliance with any applicable environmental rules or regulations, (viii) your improper use of the Auction, (ix) any tax, cost or expense arising from your failure to satisfy any laws or regulations in relation to a transaction, (x) any death, bodily injury or property damage occurring or alleged to have occurred as a result of inspections and showings to potential buyers and BigIron, (xi) your failure to comply with any applicable laws, regulations, or ordinances, or your failure to disclose the existence of any title defects, security agreements or secured claims against the Equipment or its

attachments and any known or hidden material defects in such Equipment or its attachments, (xii) your violation of any rights of a third party, and (xiii) your failure to provide true and accurate information relating to the Equipment. BigIron reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you shall not in any event settle any matter without BigIron's written consent

24. Limitation of Liability. To the fullest extent permitted by law, in no event shall the indemnified parties be liable for any indirect, consequential, special incidental, or punitive damages, whether in contract or tort or under any other theory of liability, including without limitation, loss of profits, anticipated profits, business or sales, any loss of goodwill or reputation, or the costs of substitute goods or services, even if the indemnified parties, or an authorized representative thereof has been advised of the possibility of such damages, arising out of, based on, or resulting from (i) the BigIron Auction, (ii) the Agreement, (iii) any breach of the Agreement by you or a third party, (iv) your, or any third-party's use of the Auction or services BigIron provides, or any third party provides, related to the business BigIron operates relating to the Auction, (v) any interaction between the Auction and any third party site, and (vi) any actual or attempted communication or transaction, including without limitation, any payment or purchase transaction (even if BigIron or any third party receives a fee in connection therewith) between users of the auction.

In no event shall the total liability of the indemnified parties to you for all damages, losses, and causes of action (whether in contract or tort, including, but not limited to, negligence, product liability or otherwise) arising from the Agreement, the purchase, sale or use of any Equipment, or your use of the Auction exceed, in the aggregate, the service fees paid to BigIron in connection with the Equipment to which the applicable claim relates.

25. Release. In the event that you have a dispute with one or more Buyers or potential Buyers using the Auction (including without limitation any dispute between you and a Buyer regarding any transaction or any third party, you hereby release, remise and forever discharge the indemnified parties from any and all manner of rights, claims, complaints, demands, causes of action, proceedings, liabilities, obligations, legal fees, costs, and disbursements of any nature whatsoever whether known or unknown, which now or hereafter arise from, relate to, or are connected with such dispute.

Representation: Seller will allow BigIron to use Seller's name as it appears above and phone number in all advertising by BigIron or on its behalf. Seller warrants and represents that it is ready, willing and able to pay any deficiency resulting from the Equipment sale as required under Section 6 hereof, and upon the request of BigIron will provide proof of such, in such form as requested by BigIron, including but not limited to verification of the existence of sufficient funds held by Seller, a deposit in an amount determined sufficient by BigIron (and to be held in escrow by BigIron until the finalization of the Equipment sale); or a letter of credit from a reputable financial institution guaranteeing payment of any deficiency to BigIron. Seller (and/or seller's contact) agrees to accurately and to the best of Seller's knowledge, answer questions on repair history and condition of Equipment from potential buyers.

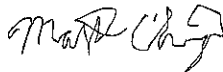
I have read, understand and agree to BigIron's Terms & Conditions. I acknowledge my request to list the Equipment with BigIron is in accordance with BigIron's Terms & Conditions and all applicable laws. This Agreement may be executed in counterparts and transmitted by facsimile machine, telecopier, electronic mail, or PDF, each of which shall be deemed to be an original of the Agreement.

Seller: Logan County Landfill

Date: Tue, Sep 13, 2022 10: 20 PM CDT

Printed Name of Legal Seller (as listed on page 1)

By:



By:

Signature of Owner / Representative

Signature of Co - Owner (if applicable)

Name: Matt Chrisp

Printed Name of Signer

Name:

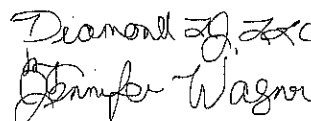
Printed Name of Co - Owner (if applicable)

Title of Signer: Supervisor

BigIron Rep: Jennifer Wagner

Print Name

BigIron Rep:



Signature

SCHEDULE A - DESCRIPTION OF EQUIPMENT (One form per location)**Exact Equipment Location (Physical Address):**

Same as seller: Yes (skip to Loading Information)

Physical Address: 24235 East US Highway 6

City: Sterling

State: CO

Zip Code: 80751

County: Logan

If no physical address: Latitude:

Longitude:

Contact Name at Equipment Location: Rick Cullip

Phone: 970-520-9473

Loading Information:

Loading Dock Available: NO

Assist with Loading: Yes - Please Call At Least 24 Hours In Advance.

If Yes, is there a loading charge?: \$0

Will any of these lots require disassembly or specialized equipment for loadout?: No

Tracking ID	Item (Brief description: Year, Make, Model)	SN/VIN	If Titled (Exact Name on Title)	Signature per name on Title
HH3746	2004 Caterpillar 963C Track Loader	SN: BBD00939		

Seller: Logan County Landfill

Date: Tue, Sep 13, 2022 10: 20 PM CDT

Printed Name of Legal Seller (as listed on page 1)

By:



Signature of Owner / Representative

Name: Matt Chrisp

Printed Name of Signer

Title of Signer: Supervisor

MARKETING AGREEMENT

MARKETING OPTION	COST	MARK DESIRED OPTIONS	SELLER INITIAL
Standard Listing	No Charge		
Featured Seller <i>Website and digital sale bill, and search engine marketing</i>	\$300.00	Yes	<i>Mark Chy</i>
Additional Options - must be featured seller to add on			
Non-Dedicated Email Blast <i>Included with other sellers in region</i>	\$100.00		
Dedicated Email Blast <i>Email blast to targetted bidders featuring only sellers listing</i>	\$150.00		
Non-Dedicated Facebook Ad <i>Included with other sellers in region</i>	\$150.00		
Dedicated Facebook Ad <i>Facebook ad to regional audience featuring only sellers listing</i>	\$200.00		
Dedicated Facebook Ad with Video <i>Video ad on facebook targetted to regional audience - Seller interview and equipment footage</i>	\$500.00		
Non-Dedicated Ad in Regional Publication <i>With other sellers in region - 1 publication - ran 1 time</i>	\$300.00		
Dedicated Ad in Regional Publication <i>Print ad in regional newspaper - 1 publication - ran 1 time</i>	\$500.00		
Dedicated Ad in Local Publication <i>Print ad in local newspaper - 1 publication - ran 1 time</i>	\$150.00		
Dedicated Local Radio Ad <i>30 seconds radio ad on local station</i>	\$500.00		
Retargeted Banner Ads <i>Banner ads delivered to visitors who view similar equipment</i>	\$150.00		
This Week in Agribusiness <i>Mark will talk about the sellers listing for 30 seconds - (3) slots available / week on the "This Week in Agribusiness" segment on RFD - TV.</i>	\$500.00		
Local Promotion <i>1 Banner, 25 Sales flyers posted throughout community, open house / equipment inspection event.</i>	\$500.00		
TOTAL MARKETING COSTS	\$300.00		

Notes (Indicate preferred Publications, Stations etc.)



PO Box 266 | 213 Beaver St NE 1-800-937-3558

Authorization for (i) Release of Payoff Information and (ii) Net Proceeds Disbursement

The party identified below as "Seller" has identified _____, ("You") as the holder of a security interest, lien or other interest ("Your Interest") in some or all equipment ("Equipment") scheduled or being scheduled for sale by Seller through BigIron Online Auction Co. ("BigIron"). Seller authorizes You to release any information, including payoff amounts, in connection with any account or agreement that Seller has with You pursuant to which You assert an interest in the Equipment.

Seller acknowledges and agrees that BigIron, in its sole and absolute discretion, shall be entitled to disburse all or a portion of the proceeds from the sale of any Equipment remaining after payment of BigIron's fees and expenses (the "Net Proceeds") by one or more checks made payable: (i) solely to the order of one or more parties claiming a security interest, lien or other interest in the Equipment (each, a "Lienholder" and collectively, "Lienholders"); (ii) to one or more Lienholders and the Seller, as joint payees, or (iii) solely to Seller. Any of the foregoing payments by BigIron shall be made solely from Net Proceeds and under no circumstance shall BigIron be obligated to expend its own funds in effecting payment to Seller or any Lienholder. Nothing in this Authorization shall be deemed to relieve or modify any of Seller's obligations of the Online Auction Listing and Marketing Agreement between Seller and BigIron entered into on or about the 13 day of Sep, 2022.

Seller: Logan County Landfill

Date: Tue, Sep 13, 2022 10: 20 PM CDT

Printed Name of Legal Seller (as listed on page 1) or Schedule A)

By:

Signature of Owner / Representative

Name: Matt Chrisp

Printed Name of Signer

Title of Signer: Supervisor

Please list all creditors, the assets with the creditors, and the pay-off amount of the asset.

Item Year, Make, Model & VIN or Identification No.	Lien Holder's Name, Contact Name, Address, Phone Number & Other Identifying Information (e.g. UCC Financing Statement No.)
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EXHIBIT 1 Auction Commission Rate

Auction Commission Rate will be deducted from sale proceeds of the Equipment as shown in the table below. If your gross proceeds for a specific Auction date are less than \$50,000, a minimum Auction Commission of 25% will be charged for any piece of Equipment that sells for less than \$500. A minimum Auction Commission of 20% will be charged for any piece of Equipment that sells for between \$500 and \$1,500. If the total auction value of a listing is \$50,000 or more a flat rate is charged as indicated in the commission table, regardless of the value of individual lots.

Online Only Unreserved Timed Equipment Auctions	Auction Commission Rate
For lots selling for less than \$500	25% per lot
For lots selling for between \$500 and < \$1,500	20% per lot
\$1,500 to \$10,000	15%
> \$10,000 to \$50,000	11%
> \$50,000 to \$125,000	10%
> \$125,000 to \$250,000	9%
> \$250,000 to \$750,000	8%
> \$750,000 to \$1,500,000	7.5%
> \$1,500,000	7%
Auction Commission rate is based on individual gross sale totals for a specific Auction date.	

**INTERGOVERNMENTAL AGREEMENT
FOR INMATE DETENTION SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this 6th day of ~~October~~, 2022, by and between Logan County, COLORADO, a political subdivision of the State of Colorado, party of the first part and hereinafter referred to as ("Logan") and Yuma County, COLORADO, a political subdivision of the State of Colorado, party of the second part and hereinafter referred to as ("Yuma"):

RECITALS

WHEREAS, Logan is a political subdivision of the State of Colorado; and

WHEREAS, Yuma is a political subdivision of the State of Colorado; and

WHEREAS, the Constitution and statutes of the State of Colorado, particularly Part 2, Article I, Title 29, Colorado Revised Statutes, as amended, authorize political subdivisions to enter into contracts which may be of mutual benefit of both parties; and

WHEREAS, in accordance with Colorado Revised Statutes Section 29-1-203, political subdivisions may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each of the cooperating or contracting units.

WHEREAS, both political subdivisions are authorized by law to operate a jail; and

WHEREAS, Yuma desires to enter into an agreement under which inmate/detainee housing services will be furnished to Yuma by and through the Logan County Sheriff's Office; and

WHEREAS, the Logan County Sheriff agrees to furnish such inmate/detainee housing services to Yuma; and

WHEREAS, both parties desire to reduce governmental expenditures while at the same time furnishing adequate services to the taxpayers; and

WHEREAS, public safety can be best provided at the lowest possible cost by reducing duplication of certain personnel and equipment; and

WHEREAS, the elimination of duplicated personnel and equipment would benefit the citizens and improve the efficiency of public safety; and

WHEREAS, the parties agree that the provision of services in accordance with the terms of this Agreement will best address these goals; and

WHEREAS, the Board of County Commissioners of Yuma County, Colorado, has authorized the execution of the Agreement between the parties; and

WHEREAS, the Board of County Commissioners of Logan County, Colorado, has authorized the execution of the Agreement between the parties.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants herein contained, it is agreed by and between the parties as follows:

1. The term of this Agreement shall commence on October 18, 2022, and end on October 31, 2024, unless sooner terminated as provided for herein.

2. Logan, through the Logan County Sheriff's Office, shall furnish to Yuma certain services as follows:

SECTION 1 – GENERAL INFORMATION

1.1 **Scope of Work.** The Logan County Sheriff shall provide safe and secure detention for adult inmates in accordance with the specific tasks as outlined herein and facility policy and procedures.

1.1.1 **Specific Services to be Provided.** The Logan County Sheriff will assist the Yuma County Sheriff by providing housing within the Logan County Adult Detention Facility, for adult inmates who have been arraigned and awaiting transport, or awaiting adjudication, serving sentences and/or awaiting release from custody as a result of having been arrested, or convicted of criminal violations occurring in Yuma County, within the jurisdiction of the Yuma County Sheriff. The Logan County Sheriff will provide programs and services to those inmates that are classified to receive programming, care and academic education. The Logan County Sheriff will also ensure inmates have access to medical care. The Logan County Sheriff shall provide transports and accountability of these activities occurring as outlined herein, except where indicated as the sole responsibility of the Yuma County Sheriff.

2.2 Logan County Sheriff Personnel

2.2.1 The Logan County Sheriff shall designate a qualified facility administrator who shall be responsible for the performance of the work on-site, per facility policy and procedures.

2.2.2 The facility administrator or alternate shall have full authority to act for the Logan County Sheriff on all agreement matters relating to the operation of this Agreement.

2.2.3 The facility administrator shall be available to discuss issues relating to the agreement with authorized government officials specific to this Agreement.

2.2.4 The Logan County Sheriff shall have sufficient staff at all times to perform the function relating to the security, custody, and supervision of inmates in accordance with best practices for supervision.

2.2.5 The Logan County Sheriff shall conduct criminal record checks for all employees in

accordance with facilities policies, at a minimum a fingerprint check.

- 2.2.6 The Logan County Sheriff shall ensure employees are qualified and trained in accordance with facility policy.

2.3 Quality Control

- 2.3.1. The Logan County Sheriff shall administer and manage the facility in a professional and responsible manner, consistent with legal requirements. The services provided shall be comparable and of the same level and quality as the similar services provided to all other adult inmates in Logan County.
- 2.3.2. The Logan County Sheriff shall make available all records related to any inspection, evaluation or monitoring reports to the Yuma County Sheriff, staff or representatives. These records include but are not limited to: health, sanitation, fire safety, fire equipment, environmental, plant management inspections, state inspection results and or other program review results.

2.4 Quality Assurance

- 2.4.1. The Yuma County Sheriff, staff or representatives reserves the right to visit or inspect the facility at any time to ensure adequate services are being provided.

2.5 Standards Compliance

- 2.5.1. The Logan County Adult Detention Facility shall comply with local Environmental Health and Safety Standards.
- 2.5.2. The Logan County Adult Detention Facility shall comply with: Occupational Safety and Health Act (OSHA) of 1970; all codes and regulations associated with 29 CFR 1910 and 1926, and; with all applicable federal, state and local laws and regulations.

2.6 COST FOR SERVICES

- 2.6.1. The cost of housing adult Yuma County inmates/detainees shall be based on the State of Colorado Department of Corrections (DOC) inmate reimbursement rate. This rate is established annually by the Colorado General Assembly. The cost shall be adjusted annually, as the established reimbursement rate is set each year after the commencement of this Agreement. As of the execution of this Agreement, the current FY 2022/2023 DOC inmate reimbursement rate is set at \$60.61 per day per inmate. For the purpose of computing daily cost of a jail/bed "day", accountability shall begin at 12:01 a.m. and end the following midnight, which will equate to one jail/bed day. Logan County will invoice the cost of housing monthly on or before the tenth (10th) day of the month and Yuma will pay the invoice within thirty (30) days of receipt.
- 2.6.2. Payment will be made for the day of the arrival but not the day of departure.

- 2.6.3. All costs associated with detainee transportation shall be borne by the Yuma County Sheriff. Detainee transportation to and/or from the Logan County Adult Detention Center shall be facilitated by the Yuma County Sheriff.
- 2.6.4. The booking fee shall be \$30.00 for each new/initial booking at the inmate's expense.
- 2.6.5 Yuma County shall be financially responsible for payment of all medical expenses of whatever kind or character, including but not limited to prescription medications and off-site medical care and associated costs, including care rendered at a hospital emergency room, hospitalizations, medical examinations, medical procedures, emergency medical transportation services, and any and all other extraordinary medical expenses for the health care of inmates it places for housing at the Logan County Adult Detention Facility, unless such expenses are paid by the inmate's medical insurance provider. To whatever extent any medical expenses paid by Yuma County are recoverable from the inmate pursuant to state statute, Yuma County will be responsible for pursuing reimbursement from the inmate. Notwithstanding the foregoing, Logan County Adult Detention Facility medical staff will provide at no additional cost weekly medical assessment and treatment (nurse call) as needed for inmates' general health and comfort needs.

2.7 RESPONSIBILITIES OF THE PARTIES

2.7.1 Logan County Sheriff shall:

- 2.7.2 Provide facilities to house Yuma inmates/detainees, to include medical screening of the inmate/detainee at the time of booking.
- 2.7.3 Provide Yuma inmates/detainees access to Logan County Adult Detention Facility medical staff as provided to all other inmates/detainees at the facility
- 2.7.4 Provide Yuma inmates/detainees access to medical appointments outside of the Logan County Adult Detention Facility, as determined necessary by Logan County Adult Detention Facility medical staff, as approved by Yuma Sheriff
- 2.7.5 Provide Yuma inmates/detainees access to emergent care as necessary, with notification to Yuma Sheriff as soon as practicable

- 2.7.6 Provide Yuma Sheriff with timely updates of Yuma inmate/detainee status within the facility, to include census reporting and monthly invoicing for inmate/detainee incarceration days

2.7.7 Yuma County Sheriff shall:

- 2.7.8 Provide all inmate/detainee transportation to and/or from Logan jail, Yuma courts and/or other appearances/appointments in Yuma.

- 2.7.9 Provide sufficient biographical information, legal basis supporting detention/incarceration for each Yuma inmate/detainee held at the Logan County Adult Detention Center, including information for inmates/detainees regarding any current medical concerns at the time of transportation and booking (Custody Sheet Approved by Logan County)

SECTION 3 - INDEMNIFICATION, LIABILITY, AND INSURANCE

- 3.1 Logan assumes no liability and will not defend or indemnify for any claims, judgments, or liabilities by third parties for property damage, personal injury, or civil liability arising from the actions of the Yuma Sheriff, Yuma or its officers, pursuant to this Agreement.
- 3.2 Yuma assumes no liability and will not defend or indemnify for any claims, judgments, or liabilities by third parties for property damage, personal injury, or civil liability arising from the Logan County Sheriff, Logan or its officers, pursuant to this Agreement.
- 3.3. Each party shall remain solely responsible for the ordinary expenses of its employees and property, including insurance.
- 3.4 Nothing in this Intergovernmental Agreement is intended to alter the parties' insurance obligations toward their employees or others.
- 3.5 Logan County and Yuma County are both political subdivisions of the State of Colorado and entitled to such protections of governmental immunity as provided for by law. No term or condition of this Agreement shall be construed or interpreted as a waiver by either County, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS § 24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. § 1346(b) and 2671 et seq., as applicable now or hereafter amended.

SECTION 4 - TERMINATION

- 4.1 This Agreement expires two years from date of execution. Either party may terminate this Agreement for convenience at any time if written notice of termination is provided to the other party sixty (60) days in advance of the termination date. In such event, Yuma shall compensate Logan through the effective date of termination for the unit or pro rata price for services performed and Logan County Sheriff will continue to perform until the termination date occurs. Either party may terminate this Agreement if the other party defaults or breaches any provision in this Agreement and the defaulting or breaching party does not cure such default or breach after written notice from the party asserting default or breach within thirty (30) days or other reasonable time as mutually agreed by the parties. It is the parties' intent that this Agreement not be construed as a multi-year financial obligation prohibited by Section 20 of Article X of the Colorado Constitution (TABOR). Therefore, in the event that either party fails to appropriate necessary funds to carry out its obligations under this Agreement for any fiscal year, this Agreement shall be deemed terminated and neither party shall have any further rights or obligations under this Agreement.

IN WITNESS WHEREOF, the Logan County Board of Commissioners, Yuma County Board of Commissioners, Logan County Sheriff's Office and the Yuma County Sheriff's Office have set their hands and seals.

**BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO**

ATTEST:

By: _____
Byron H. Pelton, Chair

Date: _____

Clerk to the Board

Date: _____

LOGAN COUNTY SHERIFF'S OFFICE

By: _____
Brett L. Powell, Logan County Sheriff

Date: _____

**BOARD OF COUNTY COMMISSIONERS
YUMA COUNTY, COLORADO**

ATTEST:

By: _____
Robin Wiley, Chair

Date: Trent Bushner, 10/6/2022

Clerk to the Board

Date: _____

YUMA COUNTY SHERIFF'S OFFICE

By: _____
Todd Combs, Yuma County Sheriff

Date: 10-6-2022

**INTERGOVERNMENTAL AGREEMENT
FOR INMATE DETENTION SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this ____ day of ____, 2022, by and between Logan County, COLORADO, a political subdivision of the State of Colorado, party of the first part and hereinafter referred to as ("Logan") and Phillips County, COLORADO, a political subdivision of the State of Colorado, party of the second part and hereinafter referred to as ("Phillips"):

RECITALS

WHEREAS, Logan is a political subdivision of the State of Colorado; and

WHEREAS, Phillips is a political subdivision of the State of Colorado; and

WHEREAS, the Constitution and statutes of the State of Colorado, particularly Part 2, Article 1, Title 29, Colorado Revised Statutes, as amended, authorize political subdivisions to enter into contracts which may be of mutual benefit of both parties; and

WHEREAS, in accordance with Colorado Revised Statutes Section 29-1-203, political subdivisions may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each of the cooperating or contracting units.

WHEREAS, both political subdivisions are authorized by law to operate a jail; and

WHEREAS, Phillips desires to enter into an agreement under which inmate/detainee housing services will be furnished to Phillips by and through the Logan County Sheriff's Office; and

WHEREAS, the Logan County Sheriff agrees to furnish such inmate/detainee housing services to Phillips; and

WHEREAS, both parties desire to reduce governmental expenditures while at the same time furnishing adequate services to the taxpayers; and

WHEREAS, public safety can be best provided at the lowest possible cost by reducing duplication of certain personnel and equipment; and

WHEREAS, the elimination of duplicated personnel and equipment would benefit the citizens and improve the efficiency of public safety; and

WHEREAS, the parties agree that the provision of services in accordance with the terms of this Agreement will best address these goals; and

WHEREAS, the Board of County Commissioners of Phillips County, Colorado, has authorized the execution of the Agreement between the parties; and

WHEREAS, the Board of County Commissioners of Logan County, Colorado, has authorized the execution of the Agreement between the parties.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants herein contained, it is agreed by and between the parties as follows:

1. The term of this Agreement shall be for two (2) years from November 1, 2022 through October 31, 2024, unless sooner terminated as provided for herein.

2. Logan, through the Logan County Sheriff's Office, shall furnish to Phillips certain services as follows:

SECTION 1 – GENERAL INFORMATION

1.1 **Scope of Work.** The Logan County Sheriff shall provide safe and secure detention for adult inmates in accordance with the specific tasks as outlined herein and facility policy and procedures.

1.1.1. **Specific Services to be Provided.** The Logan County Sheriff will assist the Phillips County Sheriff by providing housing within the Logan County Adult Detention Facility, for adult inmates who have been arraigned and awaiting transport, or awaiting adjudication, serving sentences and/or awaiting release from custody as a result of having been arrested, or convicted of criminal violations occurring in Phillips County, within the jurisdiction of the Phillips County Sheriff. The Logan County Sheriff will provide programs and services to those inmates that are classified to receive programming, care and academic education. The Logan County Sheriff will also ensure inmates have access to medical care. The Logan County Sheriff shall provide transports and accountability of these activities occurring as outlined herein, except where indicated as the sole responsibility of the Phillips County Sheriff.

2.2 Logan County Sheriff Personnel

2.2.1 The Logan County Sheriff shall designate a qualified facility administrator who shall be responsible for the performance of the work on-site, per facility policy and procedures.

2.2.2 The facility administrator or alternate shall have full authority to act for the Logan County Sheriff on all agreement matters relating to the operation of this Agreement.

2.2.3 The facility administrator shall be available to discuss issues relating to the agreement with authorized government officials specific to this Agreement.

2.2.4 The Logan County Sheriff shall have sufficient staff at all times to perform the function relating to the security, custody, and supervision of inmates in accordance with best practices for supervision.

2.2.5 The Logan County Sheriff shall conduct criminal record checks for all employees in accordance with facilities policies, at a minimum a fingerprint check.

2.2.6 The Logan County Sheriff shall ensure employees are qualified and trained in accordance with facility policy.

2.3 Quality Control

2.3.1. The Logan County Sheriff shall administer and manage the facility in a professional and responsible manner, consistent with legal requirements. The services provided shall be comparable and of the same level and quality as the similar services provided to all other adult inmates in Logan County.

2.3.2. The Logan County Sheriff shall make available all records related to any inspection, evaluation or monitoring reports to the Phillips County Sheriff, staff or representatives. These records include but are not limited to: health, sanitation, fire safety, fire equipment, environmental, plant management inspections, state inspection results and or other program review results.

2.4. Quality Assurance

2.4.1. The Phillips County Sheriff, staff or representatives reserves the right to visit or inspect the facility at any time to ensure adequate services are being provided.

2.5. Standards Compliance

2.5.1. The Logan County Adult Detention Facility shall comply with local Environmental Health and Safety Standards.

2.5.2. The Logan County Adult Detention Facility shall comply with: Occupational Safety and Health Act (OSHA) of 1970; all codes and regulations associated with 29 CFR 1910 and 1926, and; with all applicable federal, state and local laws and regulations.

2.6. COST FOR SERVICES

2.6.1. The cost of housing adult Phillips County inmates/detainees shall be based on the State of Colorado Department of Corrections (DOC) inmate reimbursement rate. This rate is established annually by the Colorado General Assembly. The cost shall be adjusted annually, as the established reimbursement rate is set each year after the commencement of this Agreement. As of the execution of this Agreement, the current FY 2022/2023 DOC inmate reimbursement rate is set at \$60.61 per day per inmate. For the purpose of computing daily cost of a jail/bed "day", accountability shall begin at 12:01 a.m. and end the following midnight, which will equate to one jail/bed day. Logan County will invoice the cost of housing monthly on or before the tenth (10th) day of the month and Phillips will pay the invoice within thirty (30) days of receipt.

- 2.6.2. Payment will be made for the day of the arrival but not the day of departure.
- 2.6.3. All costs associated with detainee transportation shall be borne by the Phillips County Sheriff. Detainee transportation to and/or from the Logan County Adult Detention Center shall be facilitated by the Phillips County Sheriff.
- 2.6.4. The booking fee shall be \$30.00 for each new/initial booking at the inmate's expense.
- 2.6.5 Phillips County shall be financially responsible for payment of all medical expenses of whatever kind or character, including but not limited to prescription medications and off-site medical care and associated costs, including care rendered at a hospital emergency room, hospitalizations, medical examinations, medical procedures, emergency medical transportation services, and any and all other extraordinary medical expenses for the health care of inmates it places for housing at the Logan County Adult Detention Facility, unless such expenses are paid by the inmate's medical insurance provider. To whatever extent any medical expenses paid by Phillips County are recoverable from the inmate pursuant to state statute, Phillips County will be responsible for pursuing reimbursement from the inmate. Notwithstanding the foregoing, Logan County Adult Detention Facility medical staff will provide at no additional cost weekly medical assessment and treatment (nurse call) as needed for inmates' general health and comfort needs.

2.7 RESPONSIBILITIES OF THE PARTIES

2.7.1 Logan County Sheriff shall:

- 2.7.2 Provide facilities to house Phillips inmates/detainees, to include medical screening of the inmate/detainee at the time of booking.
 - 2.7.3 Provide Phillips inmates/detainees access to Logan County Adult Detention Facility medical staff as provided to all other inmates/detainees at the facility
 - 2.7.4 Provide Phillips inmates/detainees access to medical appointments outside of the Logan County Adult Detention Facility, as determined necessary by Logan County Adult Detention Facility medical staff, as approved by Phillips Sheriff
 - 2.7.5 Provide Phillips inmates/detainees access to emergent care as necessary, with notification to Phillips Sheriff as soon as practicable
-

- 2.7.6 Provide Phillips Sheriff with timely updates of Phillips inmate/detainee status within the facility, to include census reporting and monthly invoicing for inmate/detainee incarceration days

2.7.7 Phillips County Sheriff shall:

- 2.7.8 Provide all inmate/detainee transportation to and/or from Logan jail, Phillips courts and/or other appearances/appointments in Phillips.

- 2.7.9 Provide sufficient biographical information, legal basis supporting detention/incarceration for each Phillips inmate/detainee held at the Logan County Adult Detention Center, including information for inmates/detainees regarding any current medical concerns at the time of transportation and booking (Custody Sheet Approved by Logan County)

SECTION 3 - INDEMNIFICATION, LIABILITY, AND INSURANCE

- 3.1 Logan assumes no liability and will not defend or indemnify for any claims, judgments, or liabilities by third parties for property damage, personal injury, or civil liability arising from the actions of the Phillips Sheriff, Phillips or its officers, pursuant to this Agreement.
- 3.2 Phillips assumes no liability and will not defend or indemnify for any claims, judgments, or liabilities by third parties for property damage, personal injury, or civil liability arising from the Logan County Sheriff, Logan or its officers, pursuant to this Agreement.
- 3.3. Each party shall remain solely responsible for the ordinary expenses of its employees and property, including insurance.
- 3.4 Nothing in this Intergovernmental Agreement is intended to alter the parties' insurance obligations toward their employees or others.
- 3.5 Logan County and Phillips County are both political subdivisions of the State of Colorado and entitled to such protections of governmental immunity as provided for by law. No term or condition of this Agreement shall be construed or interpreted as a waiver by either County, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS § 24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. § 1346(b) and 2671 et seq., as applicable now or hereafter amended.

SECTION 4 -- TERMINATION

- 4.1 This Agreement expires two years from date of execution. Either party may terminate this Agreement for convenience at any time if written notice of termination is provided to the other party sixty (60) days in advance of the termination date. In such event, Phillips shall compensate Logan through the effective date of termination for the unit or pro rata price for services performed and Logan County Sheriff will continue to perform until the termination date occurs. Either party may terminate this Agreement if the other party defaults or breaches any provision in this Agreement and the defaulting or breaching party does not cure such default or breach after written notice from the party asserting default or breach within thirty (30) days or other reasonable time as mutually agreed by the parties. It is the parties' intent that this Agreement not be construed as a multi-year financial obligation prohibited by Section 20 of Article X of the Colorado Constitution (TABOR). Therefore, in the event that either party fails to appropriate necessary funds to

carry out its obligations under this Agreement for any fiscal year, this Agreement shall be deemed terminated and neither party shall have any further rights or obligations under this Agreement.

IN WITNESS WHEREOF, the Logan County Board of Commissioners, Phillips County Board of Commissioners, Logan County Sheriff's Office and the Phillips County Sheriff's Office have set their hands and seals.

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

ATTEST:

By: _____
Byron H. Pelton, Chair

Date: _____

Clerk to the Board

Date: _____

LOGAN COUNTY SHERIFF'S OFFICE

By: _____
Brett L. Powell, Logan County Sheriff


Date: _____

BOARD OF COUNTY COMMISSIONERS
PHILLIPS COUNTY, COLORADO

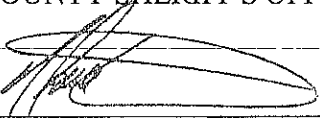
ATTEST:

Beth Zilla
by Veldy R. Danielson
Clerk to the Board Deputy Clerk

Date: 10-4-2022

By: 
Tom Timm, Chair
Date: 10/4/2022

Phillips County Sheriff's Office
PHILLIPS COUNTY SHERIFF'S OFFICE

By: 
Thomas Elliott, Phillips County Sheriff

Date: 10/4/22

INTERGOVERNMENTAL AGREEMENT FOR INMATE DETENTION SERVICES

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2022, by and between Logan County, COLORADO, a political subdivision of the State of Colorado, party of the first part and hereinafter referred to as ("Logan") and Sedgwick County, COLORADO, a political subdivision of the State of Colorado, party of the second part and hereinafter referred to as ("Sedgwick"):

RECITALS

WHEREAS, Logan is a political subdivision of the State of Colorado; and

WHEREAS, Sedgwick is a political subdivision of the State of Colorado; and

WHEREAS, the Constitution and statutes of the State of Colorado, particularly Part 2, Article 1, Title 29, Colorado Revised Statutes, as amended, authorize political subdivisions to enter into contracts which may be of mutual benefit of both parties; and

WHEREAS, in accordance with Colorado Revised Statutes Section 29-1-203, political subdivisions may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each of the cooperating or contracting units.

WHEREAS, both political subdivisions are authorized by law to operate a jail; and

WHEREAS, Sedgwick desires to enter into an agreement under which inmate/detainee housing services will be furnished to Sedgwick by and through the Logan County Sheriff's Office; and

WHEREAS, the Logan County Sheriff agrees to furnish such inmate/detainee housing services to Sedgwick; and

WHEREAS, both parties desire to reduce governmental expenditures while at the same time furnishing adequate services to the taxpayers; and

WHEREAS, public safety can be best provided at the lowest possible cost by reducing duplication of certain personnel and equipment; and

WHEREAS, the elimination of duplicated personnel and equipment would benefit the citizens and improve the efficiency of public safety; and

WHEREAS, the parties agree that the provision of services in accordance with the terms of this Agreement will best address these goals; and

WHEREAS, the Board of County Commissioners of Sedgwick County, Colorado, has authorized the execution of the Agreement between the parties; and

WHEREAS, the Board of County Commissioners of Logan County, Colorado, has authorized the execution of the Agreement between the parties.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants herein contained, it is agreed by and between the parties as follows:

1. The term of this Agreement shall be for two (2) years from November 1, 2022 through October 31, 2024, unless sooner terminated as provided for herein.

2. Logan, through the Logan County Sheriff's Office, shall furnish to Sedgwick certain services as follows:

SECTION 1 – GENERAL INFORMATION

1.1 **Scope of Work.** The Logan County Sheriff shall provide safe and secure detention for adult inmates in accordance with the specific tasks as outlined herein and facility policy and procedures.

1.1.1. **Specific Services to be Provided.** The Logan County Sheriff will assist the Sedgwick County Sheriff by providing housing within the Logan County Adult Detention Facility, for adult inmates who have been arraigned and awaiting transport, or awaiting adjudication, serving sentences and/or awaiting release from custody as a result of having been arrested, or convicted of criminal violations occurring in Sedgwick County, within the jurisdiction of the Sedgwick County Sheriff. The Logan County Sheriff will provide programs and services to those inmates that are classified to receive programming, care and academic education. The Logan County Sheriff will also ensure inmates have access to medical care. The Logan County Sheriff shall provide transports and accountability of these activities occurring as outlined herein, except where indicated as the sole responsibility of the Sedgwick County Sheriff.

2.2 Logan County Sheriff Personnel

2.2.1 The Logan County Sheriff shall designate a qualified facility administrator who shall be responsible for the performance of the work on-site, per facility policy and procedures.

2.2.2 The facility administrator or alternate shall have full authority to act for the Logan County Sheriff on all agreement matters relating to the operation of this Agreement.

2.2.3 The facility administrator shall be available to discuss issues relating to the agreement with authorized government officials specific to this Agreement.

2.2.4 The Logan County Sheriff shall have sufficient staff at all times to perform the function relating to the security, custody, and supervision of inmates in accordance with best practices for supervision.

2.2.5 The Logan County Sheriff shall conduct criminal record checks for all employees in accordance with facilities policies, at a minimum a fingerprint check.

2.2.6 The Logan County Sheriff shall ensure employees are qualified and trained in accordance with facility policy.

2.3 Quality Control

2.3.1. The Logan County Sheriff shall administer and manage the facility in a professional and responsible manner, consistent with legal requirements. The services provided shall be comparable and of the same level and quality as the similar services provided to all other adult inmates in Logan County.

2.3.2. The Logan County Sheriff shall make available all records related to any inspection, evaluation or monitoring reports to the Sedgwick County Sheriff, staff or representatives. These records include but are not limited to: health, sanitation, fire safety, fire equipment, environmental, plant management inspections, state inspection results and or other program review results.

2.4. Quality Assurance

2.4.1. The Sedgwick County Sheriff, staff or representatives reserves the right to visit or inspect the facility at any time to ensure adequate services are being provided.

2.5. Standards Compliance

2.5.1. The Logan County Adult Detention Facility shall comply with local Environmental Health and Safety Standards.

2.5.2. The Logan County Adult Detention Facility shall comply with: Occupational Safety and Health Act (OSHA) of 1970; all codes and regulations associated with 29 CFR 1910 and 1926, and; with all applicable federal, state and local laws and regulations.

2.6. COST FOR SERVICES

2.6.1. The cost of housing adult Sedgwick County inmates/detainees shall be based on the State of Colorado Department of Corrections (DOC) inmate reimbursement rate. This rate is established annually by the Colorado General Assembly. The cost shall be adjusted annually, as the established reimbursement rate is set each year after the commencement of this Agreement. As of the execution of this Agreement, the current FY 2022/2023 DOC inmate reimbursement rate is set at \$60.61 per day per inmate. For the purpose of computing daily cost of a jail/bed "day", accountability shall begin at 12:01 a.m. and end the following midnight, which will equate to one jail/bed day. Logan County will invoice the cost of housing monthly on or before the tenth (10th) day of the month and Sedgwick will pay the invoice within thirty (30) days of receipt.

- 2.6.2. Payment will be made for the day of the arrival but not the day of departure.
- 2.6.3. All costs associated with detainee transportation shall be borne by the Sedgwick County Sheriff. Detainee transportation to and/or from the Logan County Adult Detention Center shall be facilitated by the Sedgwick County Sheriff.
- 2.6.4. The booking fee shall be \$30.00 for each new/initial booking at the inmate's expense.
- 2.6.5 Sedgwick County shall be financially responsible for payment of all medical expenses of whatever kind or character, including but not limited to prescription medications and off-site medical care and associated costs, including care rendered at a hospital emergency room, hospitalizations, medical examinations, medical procedures, emergency medical transportation services, and any and all other extraordinary medical expenses for the health care of inmates it places for housing at the Logan County Adult Detention Facility, unless such expenses are paid by the inmate's medical insurance provider. To whatever extent any medical expenses paid by Sedgwick County are recoverable from the inmate pursuant to state statute, Sedgwick County will be responsible for pursuing reimbursement from the inmate. Notwithstanding the foregoing, Logan County Adult Detention Facility medical staff will provide at no additional cost weekly medical assessment and treatment (nurse call) as needed for inmates' general health and comfort needs.

2.7 RESPONSIBILITIES OF THE PARTIES

2.7.1 Logan County Sheriff shall:

- 2.7.2 Provide facilities to house Sedgwick inmates/detainees, to include medical screening of the inmate/detainee at the time of booking.
- 2.7.3 Provide Sedgwick inmates/detainees access to Logan County Adult Detention Facility medical staff as provided to all other inmates/detainees at the facility
- 2.7.4 Provide Sedgwick inmates/detainees access to medical appointments outside of the Logan County Adult Detention Facility, as determined necessary by Logan County Adult Detention Facility medical staff, as approved by Sedgwick Sheriff
- 2.7.5 Provide Sedgwick inmates/detainees access to emergent care as necessary, with notification to Sedgwick Sheriff as soon as practicable
- 2.7.6 Provide Sedgwick Sheriff with timely updates of Sedgwick inmate/detainee status within the facility, to include census reporting and monthly invoicing for inmate/detainee incarceration days

2.7.7 Sedgwick County Sheriff shall:

- 2.7.8 Provide all inmate/detainee transportation to and/or from Logan jail, Sedgwick courts and/or other appearances/appointments in Sedgwick.

- 2.7.9 Provide sufficient biographical information, legal basis supporting detention/incarceration for each Sedgwick inmate/detainee held at the Logan County Adult Detention Center, including information for inmates/detainees regarding any current medical concerns at the time of transportation and booking (Custody Sheet Approved by Logan County)

SECTION 3 - INDEMNIFICATION, LIABILITY, AND INSURANCE

- 3.1 Logan assumes no liability and will not defend or indemnify for any claims, judgments, or liabilities by third parties for property damage, personal injury, or civil liability arising from the actions of the Sedgwick Sheriff, Sedgwick or its officers, pursuant to this Agreement.
- 3.2 Sedgwick assumes no liability and will not defend or indemnify for any claims, judgments, or liabilities by third parties for property damage, personal injury, or civil liability arising from the Logan County Sheriff, Logan or its officers, pursuant to this Agreement.
- 3.3. Each party shall remain solely responsible for the ordinary expenses of its employees and property, including insurance.
- 3.4 Nothing in this Intergovernmental Agreement is intended to alter the parties' insurance obligations toward their employees or others.
- 3.5 Logan County and Sedgwick County are both political subdivisions of the State of Colorado and entitled to such protections of governmental immunity as provided for by law. No term or condition of this Agreement shall be construed or interpreted as a waiver by either County, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS § 24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. § 1346(b) and 2671 et seq., as applicable now or hereafter amended.

SECTION 4 – TERMINATION

- 4.1 This Agreement expires two years from date of execution. Either party may terminate this Agreement for convenience at any time if written notice of termination is provided to the other party sixty (60) days in advance of the termination date. In such event, Sedgwick shall compensate Logan through the effective date of termination for the unit or pro rata price for services performed and Logan County Sheriff will continue to perform until the termination date occurs. Either party may terminate this Agreement if the other party defaults or breaches any provision in this Agreement and the defaulting or breaching party does not cure such default or breach after written notice from the party asserting default or breach within thirty (30) days or other reasonable time as mutually agreed by the parties. It is the parties' intent that this Agreement not be construed as a multi-year financial obligation prohibited by Section 20 of Article X of the Colorado Constitution (TABOR). Therefore, in the event that either party fails to appropriate necessary funds to carry out its obligations under this Agreement for any fiscal year, this Agreement shall be deemed

terminated and neither party shall have any further rights or obligations under this Agreement.

IN WITNESS WHEREOF, the Logan County Board of Commissioners, Sedgwick County Board of Commissioners, Logan County Sheriff's Office and the Sedgwick County Sheriff's Office have set their hands and seals.

**BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO**

ATTEST:

By: _____
Byron H. Pelton, Chair

Date: _____

Clerk to the Board

Date: _____

LOGAN COUNTY SHERIFF'S OFFICE

By: _____
Brett L. Powell, Logan County Sheriff

Date: _____

**BOARD OF COUNTY COMMISSIONERS
SEDGWICK COUNTY, COLORADO**

ATTEST:

Christy M. Becken
Clerk to the Board

Date: 10-13-2022

By: *Donald Schneider*
Donald Schneider, Chair
Date: 10-13-2022

SEDGWICK COUNTY SHERIFF'S OFFICE

By: *Phil Biersdorfer*
Phil Biersdorfer, Sedgwick County Sheriff

Date: 10-13-22
4863-3616-0568, v. 1