

**DOUGLAS COUNTY
SUB GRANTEE AGREEMENT**

This Douglas County Grant Agreement (the "Agreement"), is made and entered into this ____ day of _____, 2024, by and between **THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the "County") and **TALL TALES RANCH**, a Colorado nonprofit corporation (the "Sub Grantee"), whose business address is PO Box 631903 Highlands Ranch CO 80163. The County and the Sub Grantee shall be referred to herein, individually, as a "Party" and, collectively, as the "Parties."

WHEREAS, in the interests of promoting public and community welfare, the County wishes to continue its commitment to helping an underserved segment of the community that has unique needs; and

WHEREAS, the County recognizes the need to support those in our community who have intellectual and developmental disabilities (IDD); and

WHEREAS, Tall Tales Ranch is a non-profit organization whose mission is to actively partner with adults living with IDD to pursue their full and enriched lives by creating and sustaining inclusive communities and opportunities; and

WHEREAS, the County submitted an application to the State of Colorado to request funding through the Strong Communities Infrastructure Grant Program to support the Tall Tales Ranch development of 28 affordable housing units for those in the community with IDD; and

WHEREAS, on September 11, 2024, the County and the State of Colorado entered into the grant agreement SCIG-IN-015 in the amount of \$1,100,000 in Strong Communities Infrastructure Grant funding;

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

1. **Amount of Grant.** The County shall provide Strong Communities Infrastructure Grant (SCIG) funds to the in a total amount not to exceed One Million One Hundred Thousand and no/100 (\$1,100,000) (the "Grant Funds"). The County shall disburse Grant Funds as described in Exhibit A, attached hereto and incorporated herein.

To the extent any reimbursement or advance paid to the Sub Grantee under this Agreement is not actually expended, or any costs and expenses are subsequently refunded to the Sub Grantee, the Sub Grantee agrees that it shall return any such Grant Funds, unused or refunded, to the County by the Final Project Report end date specified in Exhibit A. Any advance and/or reimbursement request accepted and paid, in whole or in part, by the County, is subject to state review and has the potential to be subsequently disallowed. As such, any acceptance by the County of the request for reimbursement, and subsequent payment shall not be construed to operate as a waiver of the Sub Grantee's obligation to comply with the state SCIG grant requirements, and any other laws, regulations or rules, and shall not operate as a

waiver or estoppel of the Sub Grantee's obligation to return or repay any Grant Funds distributed to the Sub Grantee that are subsequently found to not have been used or reimbursed for objectives and eligible expenses as defined in the State of Colorado Intergovernmental Grant Agreement for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) ("Eligible Expenses") or the use of which was found to be in violation of this Agreement or otherwise unlawful.

2. Use of Grant Funds. Sub Grantee hereby certifies that it or its affiliates shall use Grant Funds for eligible expenses. Uses of the Grant Funds are limited to those described in Exhibit A, attached hereto and incorporated herein. Sub-award of any Grant Funds is not allowed without the written approval of the County.

Sub Grantee agrees to comply with all applicable provisions of 2 CFR 200 subpart D, including, but not limited to, the requirement that any purchase or improvement of any real or personal property, paid for or reimbursed with Grant Funds, the title for the real or personal property shall vest in the Sub Grantee. If at any time such real or personal property is no longer going to be used for the uses described in Exhibit B or is going to be transferred to another entity or otherwise disposed of, Sub Grantee shall, prior to converting the property to any other use or to transferring title or otherwise disposing of the property, promptly notify the County in writing. The County shall then, if appropriate, obtain disposition instructions from the State and forward such instructions to Sub Grantee, and Sub Grantee shall comply with such disposition instructions.

3. Accounting. Sub Grantee agrees to comply with the accounting principles and procedures required by 2 CFR 200, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The Sub Grantee also agrees to be solely responsible for ensuring that it disburses and accounts for the Grant Funds received from the County in strict compliance with any regulations or guidance issued by the Treasury, this Agreement, and all other applicable statutory and regulatory accounting requirements. The Sub Grantee shall maintain a complete set of books and records documenting its use of Grant Funds and its supervision and administration of the various projects funded. Records are to include documentation verifying project eligibility and financial and other administrative aspects involved in use of the Grant Funds.

4. Audit/Records of Expenditures. The County and any of its duly authorized representatives shall have reasonable access to any books, documents, papers, and records of the Sub Grantee which are pertinent to this Agreement for the purpose of making an audit, examination, or excerpts. Sub Grantee shall provide any documentation necessary to prepare all reporting required of or by the County, and shall keep all books, documents, papers and records which are pertinent to the Sub Grantee's performance for a minimum period of five (5) years from the date of execution of this agreement, or the date of the last expenditure of Grant Funds, whichever is later. The records shall be sufficient to definitively establish that the Grant Funds were used in a manner consistent with this Agreement. Should Sub Grantee fall out of compliance with the requirements of this section, the County shall notify the Sub Grantee in writing of their non-compliance and Sub Grantee shall have thirty (30) days to meet compliance requirements. If Sub Grantee fails to comply with the use criteria or fails to keep and maintain adequate records as provided herein following the opportunity to cure, it shall be required to return the Grant Funds or any portion thereof upon the written request of the County.

Sub Grantee agrees to cooperate with the County fully and completely in any audit of the Grant Funds provided to the Sub Grantee pursuant to this Agreement. If the County incurs legal expenses relating to an audit of the Sub Grantee's expenditure of Grant Funds, the Sub Grantee agrees to pay the County's reasonable attorneys' fees and costs associated with such audit and/or any legal action in which the Sub Grantee is alleged to have misused or failed to properly account for the Grant Funds.

In accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, nonfederal entities that spend \$750,000 or more in federal awards are subject to a single or a program- specific audit for its fiscal year in which it expended the federal award funds. Non-federal entities that expend less than \$750,000 a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR 200.503.

5. Reporting. Sub Grantee shall timely provide to the County such records or documents as may be required by Exhibit A or elsewhere in this Agreement, or by applicable federal or state laws, regulations and guidelines. If there are changes in reporting requirements due to changes in federal or state laws, regulations or guidelines, the County will make best efforts to notify the Sub Grantee within thirty (30) days of any such changes.

6. SLFRF Requirements. Funds received from the state are funded through American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Funds and therefore, the Sub Grantee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Further, Sub Grantee agrees to comply with all the terms and conditions contained in pages 2-4 of the attached Exhibit C, and Sub Grantee agrees to comply with assurances 1-4 on page 5 of Exhibit C.

7. Non-Eligible Use of Grant Funds. Any item of expenditure by Sub Grantee under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of County, the County's external auditor, the U.S. Government Accountability Office, or the Comptroller General of the United States to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of Sub Grantee, shall become Sub Grantee's liability, to be paid by Sub Grantee from funds other than those provided by County under this Agreement or any other agreements between County and Sub Grantee. This provision shall survive the expiration or termination of this Agreement.

8. Disputes/Release. Sub Grantee understands that the County is obligated to fully expend grant funds by September 30, 2026. Any unexpended Grant Funds as of this later date will be forfeited. Sub Grantee acknowledges that the County's decisions concerning any advancement of Grant Funds, or reimbursement of any submittal or re-submittal are final, and cannot be challenged or appealed in court or otherwise. Sub Grantee hereby waives,

relinquishes, and forever releases any and all claims or actions for damages, injunctive relief, and any other relief of any kind whatsoever, that it has or may have now or in the future, against Douglas County, its Board of County Commissioners, elected and appointed officials, employees and agents, to obtain advancement or to seek any other relief that is inconsistent with this section of the Agreement.

9. Notice. Notices to be provided under this Agreement shall be given in writing and either delivered by hand, deposited in the United States mail with sufficient postage, or via e-mail. The addresses for Notices are as follows:

To the County: Rand Clark
 Community Services Manager
 Douglas County
 Department of Community Development
 100 Third Street
 Castle Rock, CO 80104

To the Sub Grantee: Laura McKenna
 Executive Director
 Tall Tales Ranch
 PO Box 631903
 Highlands Ranch CO 80163

With a copy to: Holland & Hart LLP
 1800 Broadway, Suite 300
 Boulder, CO 80302
 Attn: Christopher Gunlikson

10. General Terms

A. Sub Grantee Representation. Sub Grantee hereby certifies that it or its affiliates have the experience and ability to perform its obligations under this Agreement; that it will perform said obligations in a professional, competent, and timely manner, with diligence and skill; that it has the power to enter into and perform this Agreement and grant the rights granted in it; and that its performance of this Agreement shall not infringe upon or violate the rights of any third party, whether rights of copyright, trademark, privacy, publicity, libel, slander or any other rights of any nature whatsoever, or violate any federal, state and/or municipal laws.

B. Governing Law: Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. The venue for any lawsuit concerning this agreement shall be in the District Court for Douglas County, Colorado.

C. Assignment. Sub Grantee may not assign any of its rights or obligations hereunder to a third party non-affiliate without the prior written consent of the County.

D. No Joint Venture/Independent Contractor. Nothing in this Agreement is intended or shall be construed to create a joint venture between the County and the Sub Grantee. Sub Grantee, its agents, employees, contractors, or subcontractors, are independent contractors for purposes of this Agreement and are not to be considered employees, and/or agents of the County for any purpose. Sub Grantee, its agents, employees, contractors, or subcontractors, are not subject to the terms and provisions of the County's personnel policies handbook and shall not be considered a County employee for workers' compensation or any other purpose. Sub Grantee, its agents, employees, contractors, or subcontractors, are not authorized to represent the County or otherwise bind the County in any way. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Sub Grantee to provide services for the use of Grant Funds under this Agreement shall be and remain at all times employees of Sub Grantee for all purposes. The County shall never be liable or responsible for any debt, obligation, or liability of the Sub Grantee.

E. Authorization. By signing on behalf of the Sub Grantee below, the undersigned represents that the undersigned is authorized to enter into this Agreement on behalf of the Sub Grantee and can attest to and is knowledgeable of the matters stated and certified therein.

F. Entire Agreement/Modifications. This instrument shall constitute the entire agreement between the County and the Sub Grantee and supersedes any prior agreements between the Parties and their agents or representatives, all of which are merged into and revoked by this Agreement with respect to its subject matter. This Agreement may not be amended or modified except through a writing signed by the Parties.

G. No Waiver. No provision or terms of this Agreement shall be deemed to be waived by the County except in writing signed by the Board of County Commissioners or person authorized to sign by resolution of the Board, and any waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver, unless specifically so stated.

H. Non-appropriation. Pursuant to C.R.S. § 29-1-110, as amended, the financial obligations of the County as set forth herein after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available.

I. Third-Party Beneficiaries. It is expressly understood and agreed that the enforcement of this Agreement and all rights of action relating thereto shall be strictly reserved to the County and the Sub Grantee. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person.

J. Survival of Terms and Conditions. Notwithstanding anything herein to the contrary, the Parties understand and agree that all terms and conditions of this Agreement that anticipate continued performance, compliance or effect beyond the termination date of this Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

K. Insurance. Sub Grantee shall procure and maintain insurance coverages during the term of this Agreement to cover all liability, claims, demands, and other obligations assumed by Sub Grantee in amounts not less than as follows: 1) Workers' Compensation:

statutory limits 2) General Liability Insurance or self-insurance for claims of bodily injury, property damage and personal injury liability subject to the Colorado Governmental Immunity Act.

Sub Grantee shall satisfy the above insurance requirements with self-insurance in accordance with the provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, and the Colorado Risk Management Act, C. R.S. § 24-30-1501, *et seq.* All coverages shall name as a loss payee, the County, its officers, its agents, and its employees acting in the scope of their employment. Sub Grantee's coverages above shall be primary and non-contributory with any insurance or self-insurance carried by the County. Sub Grantee shall be solely responsible for any deductible losses under any policy required above. Sub Grantee shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

L. Indemnification. The County cannot and by this agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Sub Grantee or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of willful misconduct or professional negligence on the part of County or its commissioners, officials, officers, directors, agents and employees (“County Representatives”), the Sub Grantee shall defend, indemnify and hold harmless the County Representatives from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including Workers’ Compensation claims, in any way resulting from or arising out of Sub Grantee’s use of the Grant Funds or while this Agreement is in effect; provided, however, that the Sub Grantee need not indemnify or save harmless the County, its officers, agents and employees from damages resulting from the negligence or willful misconduct of the County Representatives. This provision shall survive the expiration or termination of this Agreement for two (2) years following the date on which this Agreement is terminated or, if later, the date on which Subrecipient/Beneficiary disburses or returns the balance of the Grant Funds..

M. Governmental Immunity. 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, notice requirements or other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10- 101, *et seq.*, as applicable now or hereafter amended. There is no intent to waive or restrict governmental immunity.

N. Worker Without Authorization. Sub Grantee is a governmental entity and not required to comply with this section.

O. Investor and Lender Requirements. This Agreement shall be subject to and subordinate to the investor and lender obligations and requirements in connection with their primary funding of the project described in Exhibit B. This Agreement may be modified to be consistent with such reasonable investor and lender obligations and requirements, if necessary and if such modification will not result in noncompliance with state or federal grant funding requirements.

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IN WITNESS WHEREOF, the County and the Sub Grantee have executed this Agreement as of the date(s) set forth below.

**THE BOARD OF COUNTY COMMISSIONERS:
OF THE COUNTY OF DOUGLAS, COLORADO**

APPROVED AS TO CONTENT:

George P. Teal
Chair, Board of County Commissioners

Jennifer L. Eby
Assistant Director of Community Services

Date: _____

Date: _____

Clerk to the Board

Date: _____

APPROVED AS TO LEGAL FORM:

APPROVED AS TO CONTENT:

Christopher Pratt
Managing County Attorney

Doug DeBord
County Manager

Date: _____

Date: _____

APPROVED AS TO FISCAL CONTENT:

Andrew Copland
Director of Finance

Date: _____

Tall Tales Ranch

Sub Grantee

By (Signature)

Title

Address

City, State, Zip Code

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this ____ day

of _____, _____ by _____.
(month) (year) (name of Subgrantee signatory)

My commission expires: _____

Witness my hand and official seal

Notary Public

EXHIBIT A Statement of Work

1. PURPOSE

- 1.1. **Strong Communities Infrastructure Grant Program.** The (SCIG) Program provides Grant Funds to enable their investment in infill infrastructure projects that support affordable housing.
- 1.2. The SCIG Program provides for infrastructure projects to develop community benefit-driven infill affordable housing that meets critical housing needs as identified by the local government.

2. DESCRIPTION OF THE PROJECT AND WORK

- 2.1. **Project Description.** The Project consists of infrastructure for the Tall Tales Ranch housing project that will create approximately twenty-eight (28) affordable rental housing units located in Lone Tree, Douglas County, Colorado.
- 2.2. **Work Description.** Tall Tales (Sub Grantee), or its affiliate, will hire a qualified contractor to complete a portion of infrastructure for the Project, located at 10800 South Havana Street in Lone Tree, Douglas County, Colorado, that will create approximately twenty-eight (28) affordable housing units. The units will be deed restricted to a minimum of thirty (30) years and affordable for those at or below 100% Area Median Income (AMI) as defined in C.R.S. 24-32-133(1)(a). Work includes utility extensions for water, sewer, gas, and electric service; associated tap fees; and Havana Street improvements to increase safety, including a traffic signal, crosswalk, and improvements to sidewalks. In accordance with §7 below, a contractor will be hired to complete the Work.

Additionally, Sub Grantee will provide the County an Annual Financial Statement summarizing all Project related expenses to date with Q3 reporting. The summary will include all expenditures on the Project, from this SCIG and all other funding sources on the Project. A consolidated final summary statement will be completed and provided to the County prior to Project Closeout and final payment. Sub Grantee will assist in the completion of quarterly performance metric reporting in a form provided by the County.

- 2.2.1. In addition, a Final Informal Memo will be submitted that contains an analysis of the following: 1) lessons learned, 2) estimated community impact, 3) final count of units added, 4) estimated number of persons impacted, 5) electronic copies of Project photos, construction reports, and proof of Substantial Completion, and 6) any other pertinent information that addresses the housing crisis and/or impact these projects made to alleviate barriers to affordable housing construction.
- 2.2.2. Project site infrastructure Work for an affordable or mixed-income developments with affordable units may include construction of streets and sidewalks, improvements to existing infrastructure (e.g., water, wastewater, drainage), bus/transit shelters, accessibility improvements for those with disabilities, and accessibility and age-friendly improvements and amenities.
- 2.2.3. Infill development should place sites in or directly adjacent to downtown cores, job centers such as an industrial or office parks, or transit-oriented development, and should not extend services beyond existing developed areas.
- 2.3. **Responsibilities.** Sub Grantee or its affiliates shall be responsible for the completion of the Work and to provide required documentation to the County as specified herein.
 - 2.3.1. Sub Grantee shall notify the County at least 30 days in advance of Project Completion.

- 2.4. **Recapture of Advanced Funds.** To maximize the use of Grant Funds, the County shall evaluate Sub Grantee's expenditure of the Grant Funds for timeliness and compliance with the terms of this Grant. The County reserves the right to recapture advanced Grant Funds when Sub Grantee has not or is not complying with the terms of this Grant.
- 2.5. **Eligible Expenses.** Eligible expenses shall include: professional architectural/engineering fees, RFP/bid advertisements, survey work, water/sewer testing fees, electrical inspection and testing fees, CDPHE permit fees, attorney's fees, labor and materials costs, bond and insurance costs, and right-of-way acquisition costs.
 - 2.5.1. Direct costs are those that are identified specifically as costs of implementing the grant program objectives, such as materials and supplies for a project as defined by 2 CFR 200.413.
 - 2.5.2. Eligible expenses may include infrastructure elements that support a healthy and resilient built environment on, around, or near the infill project site, such as parks, playgrounds, open space/trails or trailhead lots, upgraded streetscapes, pedestrian and cyclist safety improvements, investments meant to address equity concerns, accessibility, age-friendly improvements and amenities, and local government infrastructure costs and fees related to the affordable housing development Project such as tap fees levied by special district water utilities. Up to fifteen percent (15%) of the Grant Funds may be used for administrative expenses (e.g., project delivery, planning, community engagement, public or nonprofit partner agency expenses such as project management, staff time spent on community engagement). Vertical infrastructure costs, such as internal plumbing, wiring, and HVAC, are only eligible for projects that are converting an existing building into housing units.
- 2.6. **Ineligible Expenses.** Ineligible expenses include, but are not limited to: site development costs, housing needs assessments, land use/zoning code updates or other land use planning work, and housing construction.

3. DEFINITIONS

- 3.1. **"Affordable Housing"** means housing that is affordable for households that:
 - 3.1.1. Rent, with an annual income of at or below one hundred forty percent (140%) of the Area Median Income (AMI) of households of that size in the County in which the housing is located;
 - 3.1.2. Own, with an annual income of at or below one hundred forty percent (140%) of the AMI of households of that size in the County in which the housing is located; or
 - 3.1.3. Own a home in rural resort counties, with an annual income at or below one hundred sixty percent (160%) of the AMI of households of that size in the County in which the housing is located.
 - 3.1.4. A locally adopted definition of Affordable Housing may include AMI limits that are lower than those listed in HB22-1304 but may not exceed the limits set by HB22-1304.
- 3.2. **"Infill Development"** means the development of unused and underutilized land within existing development patterns, typically but not exclusively in urban areas.
- 3.3. **"Substantial Completion"** means the Work is sufficiently complete in accordance with the Grant so it can be utilized for its intended purpose without undue interference.
- 3.4. **"Sustainable Development Pattern"** means a development pattern that may be extended in a cost-effective way that mitigates harm and minimizes the need for additional resources to maintain the development over time.
- 3.5. **"Transit-Oriented Development"** means a development that is within walking distance of a transit or other alternative transportation facility.

4. DELIVERABLES

- 4.1. **Outcome.** The final outcome of this Grant is completion of infrastructure elements to support approximately twenty-eight (28) affordable housing units at or below 100% AMI, all of which will be deed restricted to a minimum of thirty (30) years as affordable, as evidenced by a use restriction recorded against the property by the Colorado Housing and Financing Authority. If additional use restrictions are required pursuant to this Agreement, such use restrictions will be subject and subordinate to the investor and lender interests.
- 4.2. **Service Area.** The performance of the Work described within this Grant shall be located in Douglas County, Colorado.
- 4.3. **Performance Measures.** Sub Grantee shall comply with the following performance measures:

Milestone/Performance Measure/ Sub Grantee will:	By:
Begin work/Contractor mobilization.	Within 90 days after the Effective Date of this Agreement.
Provide the County an annual financial statement summarizing all Project-related expenses to date. The statement should include all expenditures on the Project, from this Grant and all other funding sources.	Annually, to be included with the 3rd Quarter Status Reports.
Provide documentation of deed restrictions along with a formal commitment to maintaining the units as affordable housing.	August 31, 2026
Provide an electronic copy of the Project photos and proof of Substantial Completion (i.e., Temporary Certificate of Completion, Board motion of approval, lien waiver).	See schedule under section 4.4.2 below
Submit Quarterly Pay Requests	See schedule under section 4.4.2 below
Submit Quarterly Status Reports	No later than 15 days after the completion of each calendar year quarter.
Provide a final financial statement summarizing all Project-related expenses to date. The statement should include all expenditures on this Project, from this Grant and all other funding sources	Within 15 days prior to the Expiration Date of this Subgrantee Agreement
Submit Final Project Report	October 31, 2026

- 4.4. **Quarterly Pay Request and Status Reports.** Beginning ten (10) days after the end of the first quarter following execution of this Grant and for each quarter thereafter until termination of this Grant, Sub Grantee shall submit Pay Requests and Status Reports using a form provided by the County. The County shall pay or reimburse the Sub Grantee for actual eligible expenditures made in the performance of this Grant based on the submission of statements in the format prescribed by the County. The Sub Grantee shall submit Pay Requests setting forth a detailed description and provide documentation of the amounts and types of reimbursable

expenses. Pay Requests and Status Reports are due at the end of the quarter but may be submitted more frequently at the discretion of the Sub Grantee.

4.4.1. For quarters in which there are no expenditures to reimburse, Sub Grantee shall indicate zero (0) requested in the Pay Request and describe the status of the Work in the Status Report. The report will contain an update of expenditure of funds by Expenditure Category as per **Exhibit B, Budget** as well as a projection of all Work expected to be accomplished in the following quarter, including an estimate of Grant Funds to be expended.

4.4.2. **Specific submittal dates.**

Quarter	Year	Due Date	Pay Request Due	Status Report Due
3rd (Jul-Sep)	2024	October 1, 2024	Yes	Yes
4th (Oct-Dec)	2024	January 1, 2025	Yes	Yes
1st (Jan-Mar)	2025	April 1, 2025	Yes	Yes
2nd (Apr-Jun)	2025	*JULY 1, 2025	Yes	Yes
3rd (Jul-Sep)	2025	October 1, 2025	Yes	Yes
4th (Oct-Dec)	2025	January 1, 2026	Yes	Yes
1st (Jan-Mar)	2026	April 1, 2026	Yes	Yes
2nd (Apr-Jun)	2026	*JULY 1, 2026	Yes	Yes
3rd (Jul-Sep)	2026	October 1, 2026	Yes	Yes

*State fiscal year runs July 1 – June 30 annually. Grantee must request reimbursement for all eligible costs incurred during a State fiscal year by July 10 annually.

4.5. **DOLA Acknowledgment.** The Sub Grantee agrees to acknowledge the Colorado Department of Local Affairs in any and all materials or events designed to promote or educate the public about the Work and the Project, including but not limited to: press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

5. FUNDING

5.1. The County provided funds shall be limited to the amount and type specified in **Exhibit B, Budget**.

5.2. **Grant Contingent upon State or Federal Funding.** This Agreement is subject to and contingent upon the continuing availability of State or Federal funds for the purposes thereof. The parties hereto expressly recognize that the Sub Grantee is to be paid, reimbursed, or otherwise compensated with funds provided to the County by the State Division of Local Government (DOLA). DOLA receives these funds from the Federal government, and therefore, the Sub Grantee expressly understands and agrees that all its right, demands, and claims to compensation arising under this Agreement are contingent upon receipt of such funds from DOLA. In the event that such funds or any part thereof are not received from DOLA, the County may immediately terminate this Agreement without liability, including liability for termination costs.

6. ADMINISTRATIVE REQUIREMENTS

6.1. **Reporting.** Sub Grantee shall submit the following reports to County using the County-provided forms. The County may withhold payment(s) if such reports are not submitted timely.

- 6.2. **Quarterly Pay Request and Status Reports.** Quarterly Pay Requests shall be submitted to the County in accordance with §4.4 of this **Exhibit A**.
 - 6.3. **Final Reports.** Within 30 days after the completion of the Project, Sub Grantee shall submit the final Pay Request and Status Report to the County.
 - 6.4. **Monitoring.** The County shall monitor this Work on an as-needed basis. The County may choose to audit the records for activities performed under this Grant. Sub Grantee shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an executed Grant. Such books and records shall contain documentation of the Sub Grantee's pertinent activity under this Grant in accordance with Generally Accepted Accounting Principles.
 - 6.4.1. **Contractor(s).** Sub Grantee shall monitor its Contractors, if any, during the term of this Grant. Results of such monitoring shall be documented by Sub Grantee and maintained on file.
7. **CONSTRUCTION/RENOVATION.** The following subsections shall apply to construction and/or renovation related projects/activities:
- 7.1. **Plans & Specifications.** Construction plans and specifications shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Sub Grantee through a competitive selection process.
 - 7.2. **Procurement.** A construction contract shall be awarded to a qualified construction firm through a formal selection process with the Sub Grantee being obligated to award the construction contract to the lowest responsive, responsible bidder meeting the Sub Grantee's specifications.
 - 7.3. **Contracts.** Copies of any and all contracts entered into by the Sub Grantee in order to accomplish this Project shall be submitted to County upon request, and any and all contracts entered into by the Sub Grantee, its affiliates or any of its Contractors in relation to this project shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.
 - 7.4. **Standards.** Grantee, Subgrantees and Contractors shall materially comply with all applicable statutory design and construction standards and procedures that may be required, including the standards required by Colorado Department of Public Health and Environment, and shall provide the County with documentation of such compliance if requested.

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EXHIBIT B, BUDGET

1. BUDGET BY US TREASURY EXPENDITURE CATEGORY

1.1. Expenditure Categories identified in **Exhibit B** will determine what is reported on.

	Project Title	US Treasury Expenditure Category Number and Name	Budget
SCIG-IN-105	Douglas County - Tall Tales Ranch	6.1 Provision of Government Services	\$1,110,000
Total			\$1,110,000

2. BUDGET BY FUNCTION

2.1. Project Budget Lines.

“EC 6.1 - Provision of Government Services: Infrastructure Improvements” means professional architectural/engineering fees, RFP/bid advertisements, survey work, water/sewer testing fees, electrical inspection and testing fees, CDPHE permit fees, attorney’s fees, labor and materials costs, bond and insurance costs, and right-of-way acquisition costs.

3. FUNDING

3.1. **Matching/Other Funds.** Sub Grantee shall provide **at least 15%** of the Total Project Cost as documented by Sub Grantee and verified by the County at Project Closeout. Initial estimates of Sub Grantee’s contribution are noted in the “Other Funds” column of **§3.2** below. Increases to Sub Grantee’s contribution to Total Project Cost do not require modification of this Grant Award Letter and/or **Exhibit B**.

3.2. Budget

Budget Line(s)		Total Project Cost	Grant Funds	Other Funds	Other Funds Source
Line #	Cost Category				
1	EC 6.1 - Provision of Government Services: Infrastructure Improvements	\$1,306,000	\$1,110,000	\$196,000	Sub Grantee
Total		\$1,306,000	\$1,110,000	\$196,000	

4. PAYMENT

Payments shall be made in accordance with this section and the provisions set forth in **§7** of the Grant.

4.1. **Payment Schedule.** If Work is subcontracted and such Subcontractors are not previously paid, Sub Grantee shall disburse Grant Funds received from the County to such Subcontractor or Subgrantee within fifteen days of receipt. Excess funds shall be returned to the County.

Payment	Amount	
Interim Payment(s)	\$1,054,500	Paid upon receipt of actual expense documentation and written Pay Requests from the Sub Grantee for reimbursement of eligible approved expenses.
Final Payment	\$55,500	Paid upon Substantial Completion of the Project (as determined by the County in its sole discretion), provided that the Sub Grantee has submitted, and County has accepted, all required reports.
Total	\$1,110,000	

5. EXPENDITURE CATEGORY MODIFICATIONS

- 5.1. Increases or decreases in any Expenditure Category must be requested and approved by the County and State Agency by using the SLFRF Expenditure Modification Form. This form can be found at: <https://osc.colorado.gov/american-rescue-plan-act> (see SLFRF Grant Agreement Templates tab).

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