CTGG1 PHAA 2026-03435
CMS #205208

April 25, 2026

Larimer County Board of County Commissioners
200 W Oak St | 2nd Floor
PO Box 1190, Fort Collins, CO 80522-1190

Dear Board of County Commissioners of Larimer County:

We are pleased to inform you that the Department of Natural Resources – Energy and Carbon Management Commission (DNR – ECMC) has approved your application for funding pursuant to the Prospect Energy Plugging Program ("Program") in the amount of $5,200,000.00. Once the intergovernmental grant agreement (IG) is executed, DNR – ECMC's staff contact may authorize you to proceed with the Prospect Energy Plugging Project ("Project") in accordance with the terms of the IG.

Attached to this letter are the terms and conditions of your grant. Please review these terms and conditions as they are requirements of this grant to which you agree by signing the IG.

If you have questions regarding this grant, please contact: Matt Sura, mattsura.law@gmail.com; (720) 563-1866.

Grant Award Letter
Intergovernmental Grant Agreement

Cover Page

State Agency
Energy and Carbon Management Commission
Orphaned Well Program

Grantee
Larimer County Board of County Commissioners
200 W Oak St | 2nd Floor
PO Box 1190, Fort Collins, CO 80522-1190

Agreement Number
CMS #205208
CTGG1 PHAA 2026-03435

Total Grant Amount for Duration of Grant
$5,200,000.00

Grant Issuance Date
The later of April 22, 2026 or the date the State Controller or an authorized delegate signs this Grant Letter

Grant Expiration Date
July 1, 2028

Fund Expenditure End Date
July 1, 2028

Agreement Authority –
Larimer County enters into this agreement under the authority of 42 USCS § 15907 and Colo. Rev. Stat. §§ 34-60-106 and 34-60-133.

Grant Purpose
The purpose of this grant is to allow Larimer County, an impacted local government, the ability to partner with the ECMC to manage the plugging and abandonment of fifty (50) orphaned wells and two (2) additional Oil and Gas Locations within Larimer County.

Exhibits and Order of Precedence
The following Exhibits and attachments are included with this Agreement:

1. Exhibit A, Statement of Work.
2. Exhibit B, Sample Option Letter
3. Colorado Special Provisions in §17 of the main body of this Agreement.
4. Exhibit E, PII Certification

Principal Representatives

For the State:

Mike Hickey
DNR-ECMC Orphaned Well Program
1120 Lincoln, St. 801
Denver, CO 80203
Mike.Hickey@state.co.us

For Grantee:

Matt Lafferty Larimer Community Development Department
200 W Oak Street, Suite 3100
Fort Collins, Co 80521
laffermn@co.larimer.co.us

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.

PAYING ORGANIZATION

STATE OF COLORADO
Jared S. Polis, Governor
Colorado Department of Natural Resources
Dan Gibbs, Executive Director
Energy and Carbon Management Commission

Signature: David Andrews

Printed Name: David Andrews

Title: Orphaned Well Program Manager

Date: April 14, 2026 | 8:23 AM MDT

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

Signature: Ion Cotsapas

Printed Name: Ion Cotsapas

Title: DNR Procurement Director

Effective Date: April 15, 2026 | 2:12 PM MDT

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

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1. **Grant**

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the "State") hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the "Grantee") an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. **Term**

A. Initial Grant Term and Extension

The Parties' respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with an updated Grant Award Letter showing the new Grant Expiration Date.

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

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. **"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.

C. **"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.

D. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1 *et seq.*, C.R.S.

E. **"Cost Sharing"** means a portion of project costs not paid under this Subaward. This includes match which refers to required levels of cost share that must be provided (2 CFR 200.306)

F. **"Grant Award Letter"** means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.

G. **"Grant Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.

H. **"Grant Expiration Date"** means the Grant Expiration Date shown on the first page of this Grant Award Letter.

I. **"Grant Issuance Date"** means the Grant Issuance Date shown on the first page of this Grant Award Letter.

J. **"Exhibits"** exhibits and attachments included with this Grant as shown on the first page of this Grant

K. **“Extension Term”** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter

L. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

M. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.

N. **“Initial Term”** means the time period between the Grant Issuance Date and the Grant Expiration Date.

O. **“Party”** means the State or Grantee, and “Parties” means both the State and Grantee.

P. **“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.

Q. **“Services”** means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.

R. **“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 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 Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, 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.

S. **"State Fiscal Rules"** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.

T. **"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.

U. **"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.

V. **"Subcontractor"** means third-parties, if any, engaged by Grantee to aid in performance of the Work. "Subcontractor" also includes sub-grantees.

W. **"Work"** means the delivery of the Goods and performance of the Services described in this Grant Award Letter.

X. **"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, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Award Letter 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 Grant Award Letter and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

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 Grant that exceeds the Grant Amount on the first page of this Grant Award Letter. 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. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Grant Issuance Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

B. Reimbursement of Grantee Costs

Upon prior written approval, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter 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 Grant Award Letter or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. The State shall only reimburse allowable costs 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). Reimbursement of allowable costs will occur within 45 days.

C. Close-Out.

Grantee shall close out this Grant within six months after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter 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.

6. Grantee Records

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. 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.

C. 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 Grant or the Work, whether the audit is conducted by Grantee or a third party.

7. Confidential Information-State Records

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. 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.

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 Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements 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 restrictions to the State upon request.

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 Grant, 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. 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.

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 E on an annual basis Contractor's duty and obligation to certify as set forth in Exhibit E 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.

8. Conflict 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 Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and 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 Grant. 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. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

9. Insurance

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

10. 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 **§11** 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.

11. Remedies

A. State's Remedies

In addition to any remedies available under any Exhibit to this grant agreement, 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 **§10**, 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. Grantee shall continue performance of this agreement to the extent not terminated, if any.

The State may also terminate this grant agreement at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

a. Obligation 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 cancelled 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.B**.

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 non-infringing; or, (iii) remove any infringing work and refund the amount paid for such work to the state.

f. Collection of Unallowable Costs (2 CFR 200.410)

Payments made for costs determined to be unallowable by either the awarding Federal agency, cognizant agency for indirect costs, or pass-through entity must be refunded with interest to the Federal Government. Unless directed by Federal statue or regulation, repayments must be made in accordance with the instructions provided by the Federal agency or pass-through entity that made the allowability determination. See §§ 200.300 through 200.309, and § 200.346.

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 **§10** and the dispute resolution process in **§12** shall have all remedies available at law and equity.

12. Dispute Resolution

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

13. Notices and Representatives

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this **§13**.

14. Rights in Work Product and Other Information

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors and paid for with Grant Funds provided by the State pursuant to this Grant.

15. Governmental Immunity

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their 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 Contract 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.

16. General Provisions

A. Assignment

Grantee's rights and obligations under this Grant 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 Grant Award Letter.

B. Captions and References

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Award Letter 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.

C. Entire Understanding

This Grant Award Letter 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 Grant Award Letter.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

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

Any reference in this Grant Award Letter 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 Grant Issuance Date. Grantee shall strictly 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. 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 Contract by reference.

G. Severability

The invalidity or unenforceability of any provision of this Grant Award Letter shall not affect the validity or enforceability of any other provision of this Grant Award Letter, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Grant Award Letter Terms

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

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Award Letter, 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.

K. Accessibility

i. Grantee shall comply with the *Accessibility Standards for Individuals with a Disability*, as adopted by the Office of Information Technology pursuant to ¤24-85-103 C.R.S.

ii. The State may require Grantee's compliance with the *Accessibility Standards for Individuals with a Disability* adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S. is determined and tested by a qualified third party selected by the State. The State may ask the Grantee to review the selection of the third party. Grantee shall be responsible for all costs associated with the third-party vendor's assessment. If Grantee is not in compliance as determined by the third-party vendor, at the State's request and at the State's direction, Grantee shall promptly take all necessary actions to come into compliance using a State-approved vendor, at no additional cost to the State.

17. Colorado Special Provisions (Colorado Fiscal Rule 3-3)

A. Statutory Approval. §24-30-202(1) C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract 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 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 Parties' risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract 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.

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

E. Compliance with Law.

Contractor 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 Contract. 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 Contract 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 Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor'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 Contract 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 Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract 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 Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

Exhibit A, Statement of Work

The Project is located in Larimer County, Colorado. Wells and Locations were formerly operated by PROSPECT ENERGY LLC, Energy and Carbon Management Commission Operator No. 10312.

The Orphaned Well Program (OWP) staff contact for this agreement is:

- Mike Hickey, East OWP Supervisor

The Larimer County contacts are:

- TBD (Plugging Operator, contracted by Larimer County)
- Matt Lafferty, Local Government Designee, Principal Planner.

I. Project Locations

The Project involves plugging 50 orphaned wells on numerous Project Locations and two additional Locations without associated orphaned wells.

API County Code	API Sequence Number	Well Name	Well Number	Cost Cap / Award Offer
69	5108	WHITAKER BLUNK (MUDDY UNIT)	1	$100,000
69	5113	MEYER	1	$100,000
69	5114	MEYER	3	$100,000
69	5115	WORTH (MUDDY UNIT)	1	$100,000
69	5121	KRAUSE (MUDDY UNIT)	1	$100,000
69	5124	K.W.B. (MUDDY UNIT)	1	$100,000
69	5125	COMMUNITY	5	$100,000
69	5129	COMMUNITY (MUDDY UNIT)	1	$100,000
69	5132	COMMUNITY	3	$100,000
69	5133	COMMUNITY	2	$100,000
69	5134	MARTINEZ (MUDDY UNIT)	1	$100,000

69	5135	SABIN (MUDDY UNIT)	1	$100,000
69	5136	MARTINEZ, F G	2	$100,000
69	6076	MUDDY SANDSTONE UNIT	30-2	$100,000
69	6083	PETERSON	14-20	$100,000
69	6094	MUDDY SANDSTONE UNIT	30-6	$100,000
69	6095	MSSU	30-7	$100,000
69	6137	COMMUNITY	6	$100,000
69	6250	MUDDY SANDSTONE UNIT	19-1	$100,000
69	6251	MSSU	19-2	$100,000
69	6252	MSSU	19-3	$100,000
69	6253	MSSU	30-8	$100,000
69	6254	HEARTHFIRE	1	$100,000
69	6255	MSSU	30-10	$100,000
69	6256	MSSU	30-11	$100,000
69	6257	MSSU	30-12	$100,000
69	6258	MUDDY SANDSTONE UNIT	30-13	$100,000
69	6284	MSSU	30-17	$100,000
69	6285	MSSU	19-8	$100,000
69	6287	MSSU	19-4	$100,000
69	6289	MSSU	19-9	$100,000
69	6297	MSSU	30-14	$100,000
69	6301	MSSU	19-5	$100,000
69	6302	MSSU	19-6	$100,000
69	6303	MSSU	19-7	$100,000
69	6306	MSSU	17-2	$100,000
69	6307	MSSU	20-2	$100,000
69	6309	MSSU	20-1	$100,000
69	6310	CHEYENNE RIDGE	44378	$100,000
69	6311	MSSU	30-18	$100,000
69	6312	MSSU	17-1	$100,000

69	6313	MSSU	19-10	$100,000
69	6315	MSSU	30-19	$100,000
69	6316	MSSU	31-1	$100,000
69	6318	MSSU	31-3	$100,000
69	6332	KIIX	1	$100,000
69	6399	MARTINEZ	3	$100,000
69	6400	COMMUNITY	7	$100,000
69	60032	KRAUSE	2	$100,000
69	60033	MEYER (MUDDY UNIT)	2	$100,000

Location ID	Location Name	Cost Cap / Award Offer
474545	COMMUNITY-68N68W #18NENE (OWP)	$100,000
482538	8-8N-68W SWSW Cheyenne Ridge TB Loc #	$100,000

TOTAL $5,200,000.00

During the execution of this Agreement and for each Project Location, Plugging Operator will:

II. <u>Closure Activity Content</u>

Grantee becomes eligible for reimbursement, up to a maximum dollar amount listed in the Project Locations and Award Amounts table Cost Cap / Award Offer column, when Grantee satisfies these steps following approval of Grantee's work plan:

1. **Well Plugging**
   a. Submit a proposed schedule via email to the OWP Staff Contact 2 weeks prior to beginning operations.
      1. Submit any changes to this schedule via email as soon as they are known.

   b. Submit Form 6 Initial, Notice of Intent to Abandon for ECMC approval prior to any Plugging and Abandonment operations.

   c. Submit cost estimate from chosen vendor which describes the work as approved on the Form 6 Initial, Notice of Intent to Abandon. In addition to the "Cost Estimate Requirements" listed below, the estimate must include, at a minimum:
      1. All required wireline operations (CBLs, perforating runs, etc.)

2. Mechanical plugs and depths (Cast Iron Bridge Plugs, Cast Iron Cement Retainers, etc.)
3. Cement plug types (e.g., balanced, squeeze, etc.) and depths
    a. Both height and sack count must be listed
4. Total amount of tubing in hole and estimated value of all tubing to be salvaged
5. Estimated days of plugging operations
6. Time and Materials (T&M) price sheet
7. Total cost estimate based on pricing provided.

d. If unexpected items are encountered (**i.e. fishing**, replacement of plugs due to low-tags or no-tags, change in design, etc.), submit via email to the OWP Staff Contact a summary of these events as they are encountered (next day is acceptable).

e. Work with ECMC Staff to submit Form 27 Initial, Site Investigation for ECMC approval prior to any Plugging and Abandonment operations (Form 27 Initial will also include production equipment decommissioning and Out of Service Lockout and Tagout flowlines, if applicable.)

f. Submit Form 42, Field Operations Notice, as required by ECMC Rule 405 for:
    1. Notice of move-in and rig-up on an oil and gas location
    2. Notice of plugging operations

g. Perform a pre-plugging bradenhead test and submit a Form 17, Bradenhead Test Report

h. Plug the well as required by ECMC 400 Series Rules, the approved Form 6i, Notice of Intent to Abandon, and any ECMC Conditions of Approval cited on the form

i. Submit monthly work summaries with costs and a detailed invoice to the OWP Staff Contact.

j. Submit Form 6S, Subsequent Report of Abandonment, including all required documentation.

2. Production Equipment Decommissioning

a. Submit a proposed schedule via email to the OWP Staff Contact 2 weeks prior to beginning operations.
    1. Submit any changes to this schedule via email as soon as they are known.

b. Submit cost estimate from chosen vendor which describes the work as approved on the Form 27 Initial. Must include, at a minimum:
    1. List of all equipment to be decommissioned (including on-location flowlines where applicable)

2. Type and volumes of fluids to be hauled off location
3. Specify planned disposition (e.g., disposal, sale, repurposing for frac operations, etc.) and destination (disposal name, leases/well names for reuse, etc.)
4. Estimated total number of days to complete work
5. Estimated salvage value for all equipment to be salvaged
6. T&M price sheet
7. Total cost estimate based on pricing provided.

c. If unexpected items are encountered, submit via email to the OWP Staff Contact a summary of these events as they are encountered (next day is acceptable).

d. Out of Service Lockout and Tagout on-location flowlines and remove production facilities as required by ECMC rules and in a manner consistent with the approved Form 27 Initial, Site Investigation and Remediation Workplan, and any ECMC Conditions of Approval cited on the form
   1. Use negative pressure (vacuum) to depressurize the line and evacuate all hydrocarbons and produced water to ensure the line is safe and inert
   2. Disconnect and isolate the flowlines from all sources and supplies of fluids, including natural gas
   3. Upon or disconnecting a flowline or crude oil transfer line from service, Plugging Operator will perform Out-of-Service Status requirements, including Lock Out/Tag Out, per Rule 110l .a.(3)C
   4. Record and report outside diameters, and provide a record of the method of isolation on the monthly report
   5. Backfill and compact any excavations created during the work to match existing grade with suitable material, including removal of wellholes at the endpoints of each flowline, underground pits for valves, and excavations for any other associated equipment
   6. Dispose of trash and debris, including valves, risers and any sections of flowlines that are removed.

e. Perform sampling and analysis as required on the approved Form 27 Initial

f. Submit monthly summaries with costs and a detailed invoice to the OWP Staff Contact.

3. Monthly Reports

This specification covers Plugging Operator's Monthly Reports for all Project Locations, including operations of all subcontractors. Plugging Operator will prepare and submit a Monthly Report to the OWP Staff Contact on the last business day of the month for each Project Location where work specified under this contract has been performed, starting on the day that Plugging Operator or any of its subcontractors begins work on any site. Plugging

Operator's Monthly Reports will include accurate records of the Monthly work progress with the following minimum information:

a. Dates of the work
b. For each Project Location, the Well Name and Number, API Number, and Location, as described in this agreement (e.g., MEYER #3, API# 05-069-05114; WORTH (MUDDY UNIT) #1, API# 05-069-05115)
c. A roster of all personnel on the Project Location, including first and last names of company affiliation
d. GPS measurements meeting the requirements of Rule 216 for the well and the flowline endpoints
e. Bradenhead test date and result
f. Pre-plugging methane measurement date and result
g. Post-plugging methane measurement date and result
h. A summary of the work completed including setting depths, cement quantities, materials used, and devices placed in, and any fish left in the well
i. Date when cement is recorded at the surface, including photographic evidence
j. Cut and cap date
k. Date flowlines are purged and Out of Service Lockout and Tagout flowline devices are installed
l. Detailed invoice with costs for each Project Location

III. Cost Estimate Requirements

1. No "cost +" pricing will be allowed. No "turnkey" pricing will be allowed.
2. Detailed time and materials (T&M) pricing is required, and cost estimates must include an itemized T&M sheet with quantities and units for each line item.
   a. An example T&M sheet will be provided by the OWP Staff Contact to the Grantee. Grantee can use this T&M sheet or another with a similar format.
3. Items not listed on the T&M sheet are not reimbursable.
4. Provide a list of service subcontractors for all operations. A notification must be given by email or voice call for any oilfield subcontractor changes. Before a replacement subcontractor mobilizes to the field, that subcontractor must provide its itemized T&M pricing sheet to the OWP Staff Contact.
5. All subcontractors must be identified, and each subcontractor must have active commercial liability, workers comp, pollution prevention, and auto insurance coverages and endorsements as required by the State, and the Grantee will notify the State Project Manager in writing if insurance coverages or endorsements change.
6. The state in which work crews are based is required to be reported for both the Grantee and subcontractors.

IV. Conditions for Reimbursement

Grantee shall comply with the reimbursement requirements in **§5B**. 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 Grant Award Letter or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work.

For any of these closure activities, Grantee will submit the detailed invoice(s) on a monthly basis, if the work period is greater than 30 days, or after the work is complete, if the work period is less than 30 days.

The costs of closure activities performed by the Grantee or its subcontractors at locations other than those listed in the Project Locations and Award Amounts table are not eligible for reimbursement under this agreement.

Additional Conditions:

1. No reimbursement will be granted for work which was done without the prior approval of the work plan by the State Project Manager via email.
2. Operators must submit proposed rates for on-site supervision prior to receiving approval to commence work.
3. Items not listed on the T&M sheet are not reimbursable.
4. A Form 6 Subsequent must be submitted to the ECMC before reimbursement will be granted.
5. Reimbursement for activities performed on off-site tank batteries will only be granted if the off-site tank battery is listed in the Project Locations and Award Amounts table.
6. Along with the daily work summaries, the Grantee will provide to the OWP Staff Contact all load tickets for hauling and disposal of rubbish, trash, garbage, or debris at an approved disposal site.

V. <u>Performance Timeline</u>

Work performed in the field within three years of the effective date of this agreement is eligible for reimbursement under this award. The Grantee is allowed an additional 60 days after the 24-month field deadline to submit final invoices and supporting documentation, including required ECMC supplemental and abandonment verification forms.

VI. <u>How to Invoice</u>

Grantee will send its monthly invoices to the OWP Staff Contact using (need email here). The invoice will be on Grantee letterhead with a “remit to” address.

Each invoice must be dated. Grantee will prominently label the invoice “FINAL” if Grantee and its subcontractors will perform no additional work under the award, and award billing is 100% complete with the specified invoice.

Additional Requirements:

1. Invoices must show the same unit rates as the T&M sheet submitted with the cost estimate with actual units used and resulting totals.
2. All field tickets must be submitted with daily detail.

3. Invoices must be submitted with sufficient detail such that the OWP Staff Contact can verify the validity of all charges.
4. Additional detail will be requested if necessary.
5. Invoices can be submitted after 30 days of operations or at the conclusion of a phase, whichever comes first.
6. Invoices must be submitted within 60 days once they are eligible for submission per the language above.

VII. Standards and Requirements

Grantee will comply with Colorado Energy and Carbon Management Commission (ECMC) Rules. This information is located on the Colorado ECMC website at https://ecmc.colorado.gov/regulation/rules and made part of this agreement by reference.

Exhibit B, Sample Option Letter

State Agency

[Insert Department's or IHE's Full Legal Name]

Grantee

[Insert Grantee's Full Legal Name, including "Inc.", "LLC", etc.]

Grantee UEI

[Insert Grantee UEI]

Current Agreement Maximum Amount

Initial Term

State Fiscal Year [20XX] [$0.00]

Extension Terms

State Fiscal Year [20XX] [$0.00]

State Fiscal Year [20XX] [$0.00]

State Fiscal Year [20XX] [$0.00]

State Fiscal Year [20XX] [$0.00]

Total for All State Fiscal Years [$0.00]

Option Letter Number

[Insert the Option Number (e.g. "1" for the first option)]

Original Agreement Number

[Insert CMS number or Other Agreement Number of the Original Agreement]

Option Agreement Number

[Insert CMS number or Other Agreement Number of this Option]

Agreement Performance Beginning Date

[Month Day, Year]

Current Agreement Expiration Date

[Month Day, Year]

Options:

A. Option to extend for an Extension Term
B. Option to change the quantity of Goods under the Agreement
C. Option to change the quantity of Services under the Agreement
D. Option to modify Agreement rates
E. Option to initiate next phase of the Agreement

Required Provisions:

1. For use with Option 1(A): In accordance with Section(s) [Number] of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning [Insert start date] and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.

2. For use with Options 1(B and C): In accordance with Section(s) [Enter Section(s) number] of the Original Agreement referenced above, the State hereby exercises its option to [Increase/Decrease] the quantity of the [Goods/Services or both] at the rates stated in the Original Agreement, as amended.
3. For use with Option 1(D): In accordance with Section(s) [Enter Section(s) number] of the Original Agreement referenced above, the State hereby exercises its option to modify the Agreement rates specified in [Enter Exhibit/Section] [Enter Number/Letter]. The Agreement rates attached to this Option Letter replace the rates in the Original Agreement as of the Option Effective Date of this Option Letter.
4. For use with Option 1(E): In accordance with Section(s) [Enter Section(s) number] of the Original Agreement referenced above, the State hereby exercises its option to initiate Phase [indicate which Phase: 2, 3, 4, etc.], which shall begin on [Insert start date] and end on [Insert ending date] at the cost/price specified in Section [Enter Section(s) number].
5. For use with all Options that modify the Agreement Maximum Amount: The Agreement Maximum Amount table on the Agreement's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above.

Option Effective Date:

The effective date of this Option Letter is upon approval of the State Controller or [Enter date], whichever is later

STATE OF COLORADO

Jared S. Polis, Governor

[INSERT-Name of Agency or IHE]

[INSERT-Name & Title of Head of Agency or IHE]

____

By: [Name & Title of Person Signing for Agency or IHE]

Date: _______________________

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

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

By:_____________________________________

[Name of Agency or IHE Delegate-Please delete if agreement will be routed to OSC for approval]

Option Effective

Date:__________________

Exhibit E-PII Certification

State of Colorado

Third Party Individual Certification for Access TO PII through a Database or Automated Network

Pursuant to § 24-74-105, C.R.S., I hereby certify under the penalty of perjury that I have 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.

Signature: ___________________________

Printed Name: ___________________________

Date: ___________

Exhibit E-PII Certification

State of Colorado

Third Party Entity/Organization Certification for Access TO PII 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: ___________