

State of Colorado Intergovernmental Grant Agreement Summary of Terms and Conditions

State Agency

DEPARTMENT OF LOCAL AFFAIRS (DOLA)

Grantee

City of Fort Collins

Project Number and Name

TOCI 25003 - Fort Collins - Switchgrass Crossing
Infrastructure

DLG Portal Number

TOCI-25003

CMS Number

204739

Grant Award Amount

\$792,434.00

Retainage Amount

\$39,621.00

Funding Account Codes

CTGG1 202600003636

Phase Code

TC2501

VCUST#

VC00000000014149

Address Code

AD004 EFT

Performance Start Date

The later of the Effective Date or
April 08, 2026

Grant Expiration Date

December 31, 2029

DOLA Program Manager

Ashley Basham, (720) 666-2872

ashley.basham@state.co.us

DOLA Program Assistant

Alice Huang, (303) 864-8449

alice.huang@state.co.us

Program Name

Transit Oriented Communities Infrastructure
(TOCI)

Agreement Authority

Authority to enter into this Grant exists in C.R.S. 24-32-106 and 29-3.5-101 and funds have been budgeted, appropriated and otherwise made available pursuant to C.R.S. §§ 29-37-210(8) (Transit-Oriented Communities Infrastructure Fund) and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies. This Intergovernmental Grant Agreement is funded, in whole or in part, with State funds.

Grant Purpose/Project Description

The Project shall construct onsite infrastructure to support the affordable housing development Switchgrass Crossing within a Transit Center in the DOLA certified Transit Oriented Community of Fort Collins, Colorado, as outlined in HB24-1313 (C.R.S. § 29-354-210 et seq.).

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Agreement:

1. Exhibit B, Scope of Project.
2. Exhibit G, Sample Option Letter.
3. Exhibit H, PII Certification

In the event of a conflict of inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Colorado Special Provisions in §18 of the main body of this Agreement.
2. The provisions of the other sections of the main body of this Agreement.
3. Any properly executed Option Letter or Amendment.
4. Exhibit B, Scope of Project.
5. Exhibit H, PII Certification

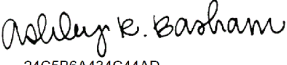
Signature Page


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.

DEPARTMENT OF LOCAL AFFAIRS
PROGRAM REVIEWER

STATE OF COLORADO
Jared S. Polis, Governor
DEPARTMENT OF LOCAL AFFAIRS
Maria De Cambra, Executive Director

Signed by:

24C5B6A434C44AD...
By: Ashley Basham, TOCI Program Manager

Signed by:

590E1B45E7884A4...
By: Maria De Cambra, Executive Director

Date: 6/1/2026 | 12:13 PM MDT

Date: 5/26/2026 | 1:25 PM MDT

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

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

Caleb Vester

Name: Controller Delegate

Signed by:

Caleb Vester

1B60C79585F74E7...

Signature: Controller Delegate

Effective Date 6/2/2026 | 3:51 PM MDT

1. Grant

As of the Performance Start Date, the State Agency shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement (the “State”) hereby obligates and awards to Grantee shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement (the “Grantee”) an award of Grant Funds in the amounts shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. By accepting the Grant Funds provided under this Intergovernmental Grant Agreement, Grantee agrees to comply with the terms and conditions of this Intergovernmental Grant Agreement and requirements and provisions of all Exhibits to this Intergovernmental Grant Agreement.

2. Term

A. Initial Grant Term and Extension

The Parties’ respective performances under this Intergovernmental Grant Agreement shall commence on the Performance Start Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Intergovernmental Grant Agreement. The State may, in its sole discretion, extend the term of this Intergovernmental Grant Agreement by providing Grantee with an updated Intergovernmental Grant Agreement or an executed Option Letter showing the new Grant Expiration Date.

B. Early Termination in the Public Interest

The State is entering into this Intergovernmental Grant Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Intergovernmental Grant Agreement ceases to further the public interest of the State or if State, Federal or other funds used for this Intergovernmental Grant Agreement are not appropriated, or otherwise become unavailable to fund this Intergovernmental Grant Agreement, the State, in its discretion, may terminate this Intergovernmental Grant Agreement 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 Intergovernmental Grant Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Intergovernmental Grant Agreement 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 Intergovernmental Grant Agreement 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 Intergovernmental Grant Agreement by the State for breach by Grantee.

C. *Reserved.*

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. *Reserved.*
- C. **"Breach of Agreement"** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.
- D. **"Budget"** means the budget for the Work described in Exhibit B.
- E. **"Business Day"** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.
- F. *Reserved.*
- G. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1 *et seq.*, C.R.S.
- H. *Reserved.*
- I. **"Grant" or "Grant Agreement" or "Intergovernmental Grant Agreement"** means this agreement 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.

- J. **“Grant Funds or Grant Award Amount”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Intergovernmental Grant Agreement.
- K. **“Grant Expiration Date”** means the Grant Expiration Date shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. Work performed after the Grant Expiration Date is not eligible for reimbursement from Grant Funds.
- L. **“Effective Date” or “Performance Start Date”** means the Performance Start Date shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. Work performed prior to the Effective Date is not eligible for reimbursement from Grant Funds.
- M. **“Exhibits”** means the exhibits and attachments included with this Grant as shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement.
- N. **“Extension Term”** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Intergovernmental Grant Agreement, an Amendment, or an Option Letter.
- O. *Reserved.*
- P. *Reserved.*
- Q. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Intergovernmental Grant Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- R. **“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.
- S. **“Initial Term”** means the time period between the Performance Start Date and the Grant Expiration Date.
- T. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- U. *Reserved.*
- V. **“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.

- W. *Reserved.*
- X. *Reserved.*
- Y. **“Services”** means the services to be performed by Grantee as set forth in this Intergovernmental Grant Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.
- Z. **“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, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- AA. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.
- BB. **“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.
- CC. **“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.
- DD. *Reserved.*
- EE. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- FF. *Reserved.*

GG. *Reserved.*

HH. *Reserved.*

II. “**Work**” means the delivery of the Goods and performance of the Services described in this Intergovernmental Grant Agreement.

JJ. “**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 Performance Start Date that is used, without modification, in the performance of the Work.

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

4. **Statement of Work**

Grantee shall complete the Work as described in this Intergovernmental Grant Agreement and in accordance with the provisions of **Exhibit B**. 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 Intergovernmental Grant Agreement.

5. **Payments to Grantee**

A. **Maximum Amount**

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount shown on the first page of this Intergovernmental Grant Agreement. 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 Performance Start Date or after the Grant Expiration Date.

i. The State may increase or decrease the Grant Award Amount by providing Grantee with an updated Intergovernmental Grant Agreement or an executed Option Letter showing the new Grant Award Amount.

B. *Reserved.*

C. Matching Funds

Grantee shall provide the Other Funds Amount shown on the Project Budget in **Exhibit B** (the “Local Match Amount”). Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Intergovernmental Grant Agreement each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Intergovernmental Grant Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Intergovernmental Grant Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee’s laws or policies.

D. Reimbursement of Grantee Costs

Upon prior written approval, the State shall reimburse Grantee’s allowable costs, not exceeding the maximum total amount described in this Intergovernmental Grant Agreement for all allowable costs described in this Intergovernmental Grant Agreement and shown in **Exhibit B**. Upon request of the Grantee, the State may, without changing the maximum total amount of Grant Funds, adjust or otherwise reallocate Grant Funds among or between each line of the Budget by providing Grantee with an executed Option Letter or formal amendment. 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).

E. Close Out and Deobligation of Grant Funds.

Grantee shall close out this Grant within 90 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Intergovernmental Grant Agreement and Grantee’s final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. Any Grant Funds remaining after submission and payment of Grantee’s final reimbursement request are subject to deobligation by the State.

F. Erroneous Payments.

The State may recover, at the State’s discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee. The State may recover such payments by deduction

from subsequent payments under this Intergovernmental Grant Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

6. Reporting - Notification

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in **§5.E**.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award.

7. 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 Intergovernmental Grant Agreement 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 comply with all State and federal audit requirements. Grantee shall provide copies of audits to the State upon request.

8. 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 Intergovernmental Grant Agreement. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: (i) the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJ, and (iv) the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. 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 Intergovernmental Grant Agreement. 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., Grantee, including, but not limited to, Grantee'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 Grantee is given direct access to any State databases containing PII, Grantee shall execute, on behalf of itself and its employees, the certification attached hereto as **Exhibit H** on an annual basis Grantee's duty and obligation to certify as set forth in **Exhibit H** shall continue as long as Grantee has direct access to any State databases

containing PII. If Grantee uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Grantee shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

9. 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.

10. 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.

11. Breach of Agreement

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

period and may terminate this agreement in whole or in part or institute any other remedy in this agreement as of the date that the debarment or suspension takes effect.

12. Remedies

A. State's Remedies

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 §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Grantee's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Additionally, if Grantee fails to comply with any terms of this Award, then the State may, in its discretion, 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.

B. Grantee's Remedies

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

13. Dispute Resolution

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.

14. 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 Intergovernmental Grant Agreement 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 §14.

15. 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 or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

16. 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 Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

17. 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 Intergovernmental Grant Agreement.

B. Captions and References

The captions and headings in this Intergovernmental Grant Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Intergovernmental Grant Agreement to sections (whether spelled out or

using the § symbol), subsections, Exhibits or other attachments, are references to sections, subsections, Exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Intergovernmental Grant Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Intergovernmental Grant Agreement.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Intergovernmental Grant Agreement, which shall be effective if Grantee accepts Grant Funds following receipt of the updated Grant Agreement. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment or option letter 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 Intergovernmental Grant Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Performance Start 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 Agreement by reference.

G. Severability

The invalidity or unenforceability of any provision of this Intergovernmental Grant Agreement shall not affect the validity or enforceability of any other provision of this Intergovernmental

Grant Agreement, 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 Intergovernmental Grant Agreement Terms

Any provision of this Intergovernmental Grant Agreement 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 Intergovernmental Grant Agreement 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 Intergovernmental Grant Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. Accessibility

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

L. *Reserved.*

18. Colorado Special Provisions (Colorado Fiscal Rule 3-3)**A. Statutory Approval. §24-30-202(1) C.R.S.**

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

B. Fund Availability. §24-30-202(5.5) C.R.S.

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

C. Governmental Immunity.

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

D. Independent Contractor.

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any Agreement, liability, or understanding, except as expressly set forth herein. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (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.

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

F. Choice of Law, Jurisdiction, and Venue.

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

G. Prohibited Terms.

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

H. Software Piracy Prohibition.

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

I. Employee financial Interest/Conflict of Interest. §§24-18-201 and 24-50-507 C.R.S.

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

TOCI 25003 - Fort Collins - Switchgrass Crossing Infrastructure

EXHIBIT B - SCOPE OF PROJECT (SOP)

1. PURPOSE

1.1. Transit Oriented Communities Infrastructure Grant Program. The purpose of the Transit Oriented Communities Infrastructure Grant Program (TOCI) is to provide grants to local governments for the purpose of upgrading infrastructure and supporting regulated affordable housing in Transit Centers and designated Neighborhood Centers within certified Transit-Oriented Communities.

2. DESCRIPTION OF THE PROJECT(S) AND WORK

2.1. Project Description. The Project shall construct onsite infrastructure to support the affordable housing development Switchgrass Crossing within a Transit Center in the DOLA certified Transit Oriented Community of Fort Collins, Colorado, as outlined in HB24-1313 (C.R.S. § 29-354-210 et seq.).

2.2. Work Description. The City of Fort Collins (Grantee) will partner with Volunteers of America National Services (VOA) to conduct:

- 1) On-site infrastructure for affordable housing, including regulated affordable housing, within a Transit Center or Neighborhood Center;
- 2) Public infrastructure projects that are within, or that primarily benefit, a Transit Center or Neighborhood Center;
- 3) Public infrastructure projects that benefit affordable housing, including regulated affordable housing, in a Transit Center or Neighborhood Center;
- 4) Activities related to determining where and how best to improve infrastructure to support a Transit Center or Neighborhood Center;
- 5) Infrastructure project delivery, planning, and community engagement for projects that are within, or that primarily benefit, a Transit Center or Neighborhood Center;
- 6) Activities contracted by an Area Agency on Aging as defined by HB24-1313, to a transit-oriented community to provide services within, or that benefit, Transit Centers and Neighborhood Centers, and that further the goals of HB24-1313.

Grantee will partner with VOA to construct infrastructure to support an affordable housing development located at 3800 S. Mason Street in Fort Collins. VOA will hire qualified consultants and contractors to design and construct aspects of the public utility work to include sanitary sewer and storm water improvements. Eligible Work includes the creation of site infrastructure design documents; utility improvements to include fire lines, water service, hydrants, sanitary sewer improvements, water quality improvements, and an onsite

TOCI 25003 - Fort Collins - Switchgrass Crossing Infrastructure

detention pond; construction to include, sidewalks, curb and gutter, landscaping, and entrance aprons; demolition of existing asphalt and existing curb and gutter; and other closely related work as approved by DOLA. VOA will own and maintain all improvements located within 3800 S. Mason Street in Fort Collins and related documents. Grantee will own and maintain all utility improvements in the public Right of Way connected to 3800 S. Mason Street in Fort Collins. VOA will provide affordable housing regulated by a Low Income Housing Tax Credit Land Use Restrictive Agreement (LIHTC LURA) for a period of no less than 40 years, which will be recorded on title at Placed in Service (post construction completion). As part of the Project, Grantee will remain a certified Transit Oriented Community throughout the Grant Agreement period. In accordance with **§9** below, a contractor will be hired to complete the Work.

Grantee will conduct a robust community engagement process that ensures participation by all key stakeholders, especially underrepresented voices, and residents or local workers who are considered housing cost-burdened. If conducting a proactively streamlined or removed discretionary review process to enable more predictable, equitable, and by-right development, Grantee will provide documentation of the process and purpose of this approach.

Grantee will complete quarterly performance metric reporting in a form provided by DOLA. Additionally, at Project Closeout, a Final Informal Memo will be submitted that identifies the following: 1) a description of the Grantee's approach to completing the Project; 2) the outcome of that effort, including documentation of the completed infrastructure project or the next phase toward its final completion; 3) how many, if any, affordable units planned to be created as a result of this infrastructure; 4) any photos, dates of future openings, or ribbon cuttings related to housing or infrastructure related to the Project; 5) how this Project relates to HB24-1313 goals and the relation to any data included in a DOLA accepted housing needs assessment, housing action plan, and/or strategic growth comprehensive plan element; 6) any other Project outcomes that impacted the Grantee's TOCI-related goals; 7) a description of community engagement efforts; and 8) any lessons learned.

2.2.1. During a period of ten (10) years following the date of closeout of the Grant by the State, the Grantee **may not change the use or planned use of the infrastructure**. If the Grantee decides to change the use of the infrastructure to a use which the State determines does not qualify in meeting the original intent of the Grant, the Grantee must reimburse to the State an amount equal to the current fair market value of the infrastructure, less any portion of the value attributable to expenditures of non-state grant funds for acquisition of and improvements to, the infrastructure. At the end of the ten (10)

TOCI 25003 - Fort Collins - Switchgrass Crossing Infrastructure

year period following the date of completion and thereafter, no State restrictions on use of the infrastructure shall be in effect.

2.3. Responsibilities. Grantee shall be responsible for the completion of the Work and to provide required documentation to DOLA as specified herein.

2.3.1. Grantee shall notify DOLA at least 30 days in advance of Project Completion.

2.4. Recapture of Advanced Funds. To maximize the use of Grant Funds, the State shall evaluate Grantee's expenditure of the Grant Funds for timeliness and compliance with the terms of this Grant. DOLA reserves the right to recapture advanced Grant Funds when 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, labor and materials costs, site grading, landscaping, demolition and removal, fees related to permitting, plan review, utility construction (excluding impact fees), bond and insurance costs, attorney's fees related to permitting or entitlements costs, and Direct costs.

2.5.1. Direct costs are those that are identified as program-specific allowable costs of implementing the grant program objective.

2.5.2. Ineligible Expenses. Ineligible expenses shall include, but are not limited to: impact fees, indirect overhead or general operating costs, lobbying, entertainment, food and beverage for public meetings, or other items not allowed under 2 CFR 200 Cost Principles. Grant Funds may not be used to cover legal costs for defense.

3. DEFINITIONS

3.1. Project Budget Lines.

3.1.1. "Architectural/Engineering Services" means professional architectural/engineering fees, RFP/bid advertisements, survey work, water/sewer testing fees, electrical inspection and testing fees, CDPHE permit fees, and attorney's fees.

3.1.2. "Clearance/Demolition/Site Prep" means labor and materials costs, bond and insurance costs, and bid advertisement costs.

3.1.3. "Construction/Improvement of Public Utilities" means labor and materials costs, bond and insurance costs, bid advertisements, attorney's fees, and right-of-way acquisition costs.

3.2. "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.

TOCI 25003 - Fort Collins - Switchgrass Crossing Infrastructure

4. DELIVERABLES

4.1. Outcome. The final outcomes of this Grant are completed site infrastructure design documents and Substantial Completion of eligible onsite infrastructure to support the Switchgrass Crossing affordable housing development. In addition, a Final Informal Memo will be submitted to DOLA as a Final Report.

4.2. Service Area. The performance of the Work described within this Grant shall be located in Fort Collins, Colorado.

4.3. Performance Measures. Grantee shall comply with the following performance measures:

<u>Milestone/Performance Measure/Grantee will:</u>	<u>By:</u>
Begin Work and provide documentation to DOLA of initial Project work, which may include planning phases, contractor solicitation, contractor mobilization, or other qualified work toward this Agreement’s final Outcome.	Within 90 days after Transit Oriented Communities certification or the Effective Date of this Intergovernmental Grant Agreement, whichever occurs later.
Provide DOLA with a copy of Grantee’s Consultant/Contractor Agreement or its Scope of Work.	Within 14 days after the Effective Date of the Consultant/Contractor’s subcontract(s).
Provide DOLA with a copy of the final site infrastructure design documents.	Within 14 days after the final documents are delivered to Grantee.
Provide DOLA a copy of the Development Construction Permit received to complete Project site work.	At least 14 days after notice of permit approval.
Substantial Completion of Project Site Work.	At least 14 days before the final pay request is submitted.
Submit a copy of the LIHTC affordability LURA.	Within 14 days after the LURA is received by the Grantee.
Attend an annual progress meeting with DOLA virtually or onsite to include updates on site progress, grant spending, community engagement (if any), and other relevant details.	At least once annually, each year the Grant Agreement is active. Date to be scheduled at least 30 days in advance of the meeting.
Submit to DOLA a draft of the Final Informal Memo for review.	At least 30 days before the Grant Expiration Date.

TOCI 25003 - Fort Collins - Switchgrass Crossing Infrastructure

Submit Quarterly Pay Requests	See §4.5.2 below
Submit Quarterly Reports	See §4.5.2 below
Submit Project Final Report and Final deliverables. Final deliverables must include plan sets, engineering documents, construction drawings, blueprints, and/or as-built plans available at the end of the grant period for grant record purposes only.	March 31, 2030

4.4. Budget Line Adjustments.

4.4.1. Grant Funds. Grantee may request in writing that DOLA move Grant Funds between and among budget lines, so long as the total amount of Grant Funds remains unchanged. To make such budget line changes, DOLA will use an Option Letter (**Exhibit G**).

4.4.2. Other Funds. Grantee may increase or decrease the amount of Other Funds in any one or any combination of budget lines as described in **§6.2**, or move Other Funds between and among budget lines, so long as the total amount of such “Other Funds” is not less than the amount set forth in **§6.2** below. Grantee may increase the Total Project Cost with “Other Funds” and such change does not require an amendment or option letter. DOLA will verify the Grantee’s contribution of “Other Funds” and compliance with this section at Project Closeout.

4.5. Quarterly Pay Request and Status Reports. Beginning 30 days after the end of the first quarter following execution of this Grant and for each quarter thereafter until termination of this Grant, Grantee shall submit Pay Requests and Status Reports using a form provided by the State. The State shall pay the Grantee for actual expenditures made in the performance of this Grant based on the submission of statements in the format prescribed by the State. The 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 within 30 days of the end of the quarter but may be submitted more frequently at the discretion of the Grantee.

4.5.1. For quarters in which there are no expenditures to reimburse, 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 budget line as per **§6.2** of this **Exhibit B** Scope of Project as well as a

TOCI 25003 - Fort Collins - Switchgrass Crossing Infrastructure

projection of all Work expected to be accomplished in the following quarter, including an estimate of Grant Funds to be expended.

4.5.2. Specific submittal dates.

Quarter	Year	Due Date	Pay Request Due	Status Report Due
2 nd (Apr-Jun)	2026	JULY 15, 2026*	Yes	Yes
3 rd (Jul-Sep)	2026	October 30, 2026	Yes	Yes
4 th (Oct-Dec)	2026	January 30, 2027	Yes	Yes
1 st (Jan-Mar)	2027	April 30, 2027	Yes	Yes
2 nd (Apr-Jun)	2027	JULY 15, 2027*	Yes	Yes
3 rd (Jul-Sep)	2027	October 30, 2027	Yes	Yes
4 th (Oct-Dec)	2027	January 30, 2028	Yes	Yes
1 st (Jan-Mar)	2028	April 30, 2028	Yes	Yes
2 nd (Apr-Jun)	2028	JULY 15, 2028*	Yes	Yes
3 rd (Jul-Sep)	2028	October 30, 2028	Yes	Yes
4 th (Oct-Dec)	2028	January 30, 2029	Yes	Yes
1 st (Jan-Mar)	2029	April 30, 2029	Yes	Yes
2 nd (Apr-Jun)	2029	JULY 15, 2029*	Yes	Yes
3 rd (Jul-Sep)	2029	October 30, 2029	Yes	Yes
4 th (Oct-Dec)	2029	January 30, 2030	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.

4.6. **DOLA Acknowledgment.** The 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. PERSONNEL

5.1. **Responsible Administrator.** Grantee’s performance hereunder shall be under the direct supervision of Sue Beck-Ferkiss, Social Policy and Housing Programs Manager, (sbeckferkiss@fortcollins.gov), who is an employee or agent of Grantee, and is hereby designated as the responsible administrator of this Project and a key person under this §5.

TOCI 25003 - Fort Collins - Switchgrass Crossing Infrastructure

Such administrator shall be updated through the process in **§5.3**. If this person is an agent of the Grantee, such person must have signature authority to bind the Grantee and must provide evidence of such authority.

5.2. Other Key Personnel. Alexis Coppello, Grants Accountant, (acoppello@fortcollins.gov).

Such key personnel shall be updated through the process in **§5.3**.

5.3. Replacement. Grantee shall immediately notify the State if any key personnel specified in **§5** of this **Exhibit B** cease to serve. All notices sent under this subsection shall be sent in accordance with **§14** of the Grant.

5.4. DLG Program Manager: Ashley Basham, (720) 666-2872, (ashley.basham@state.co.us).

5.5. DLG Program Assistant: Alice Huang, (303) 864-8449, (alice.huang@state.co.us).

6. FUNDING

The State provided funds shall be limited to the amount specified under the “Grant Funds” column of **§6.2**, Budget, below.

6.1. Matching/Other Funds. Grantee shall provide at least 25% of the Total Project Cost as documented by Grantee and verified by DOLA at Project Closeout. Initial estimates of Grantee’s contribution are noted in the “Other Funds” column of **§6.2** below. Increases to Grantee’s contribution to Total Project Cost do not require modification of this Intergovernmental Grant Agreement and/or **Exhibit B**.

6.2. Budget

Budget Line(s)		Total Project Cost	Grant Funds	Other Funds	Other Funds Source
Line #	Cost Category				
1	Architectural/Engineering Services	\$61,427	\$46,070	\$15,357	Grantee
2	Clearance/Demolition/Site Prep	\$294,666	\$221,000	\$73,666	Grantee
3	Construction/Improvement of Public Utilities	\$700,485	\$525,364	\$175,121	Grantee
Total		\$1,056,578	\$792,434	\$264,144	

7. PAYMENT

Payments shall be made in accordance with this section and the provisions set forth in **§5** of the Grant.

TOCI 25003 - Fort Collins - Switchgrass Crossing Infrastructure

7.1. Payment Schedule. If Work is subcontracted or subgranted and such Subcontractors and/or Subgrantees are not previously paid, Grantee shall disburse Grant Funds received from the State to such Subcontractor or Subgrantee within fifteen days of receipt. Excess funds shall be returned to DOLA.

Payment	Amount	
Interim Payment(s)	\$752,813	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	\$39,621	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total	\$792,434	

7.2. Interest. Grantee or Subgrantee may keep interest earned from Grant Funds up to \$100 per year for administrative expenses.

8. ADMINISTRATIVE REQUIREMENTS

8.1. Reporting. Grantee shall submit the following reports to DOLA using the State-provided forms. DOLA may withhold payment(s) if such reports are not submitted timely.

8.1.1. Quarterly Pay Request and Status Reports. Quarterly Pay Requests shall be submitted to DOLA in accordance with **§4.5** of this **Exhibit B**.

8.1.2. Final Reports. Within 90 days after the completion of the Project, Grantee shall submit the final Pay Request and Status Report to DOLA.

8.2. Monitoring. DOLA shall monitor this Work on an as-needed basis. DOLA may choose to audit the records for activities performed under this Grant. 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 Grantee's pertinent activity under this Grant in accordance with Generally Accepted Accounting Principles.

8.2.1. Subgrantee/Subcontractor. Grantee shall monitor its Subgrantees and/or Subcontractors, if any, during the term of this Grant. Results of such monitoring shall be documented by Grantee and maintained on file.

TOCI 25003 - Fort Collins - Switchgrass Crossing Infrastructure

8.3. Bonds. If Project includes construction or facility improvements, Grantee and/or its contractor (or subcontractors) performing such work shall secure the bonds hereunder from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR Part 223 and are authorized to do business in Colorado.

8.3.1. Bid Bond. A bid guarantee from each bidder equivalent to 5 percent of the bid price. The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

8.3.2. Performance Bond. A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract.

8.3.3. Payment Bond. A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

8.3.4. Substitution. The bonding requirements in this **§8.3** may be waived in lieu of an irrevocable letter of credit if the price is less than \$50,000.

9. CONSTRUCTION/RENOVATION. The following subsections shall apply to construction and/or renovation related projects/activities:

9.1. 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 Grantee through a competitive selection process.

9.2. Procurement. A construction contract shall be awarded to a qualified construction firm through a formal selection process with the Grantee being obligated to award the construction contract to the lowest responsive, responsible bidder meeting the Grantee’s specifications.

9.3. Subcontracts. Copies of any and all contracts entered into by the Grantee in order to accomplish this Project shall be submitted to DOLA upon request, and any and all contracts entered into by the Grantee or any of its Subcontractors shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.

9.4. Standards. Grantee, Subgrantees and Subcontractors shall comply with all applicable statutory design and construction standards and procedures that may be required, including

TOCI 25003 - Fort Collins - Switchgrass Crossing Infrastructure

the standards required by Colorado Department of Public Health and Environment, and shall provide the State with documentation of such compliance.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

TOCI 25003 - Fort Collins - Switchgrass Crossing Infrastructure

STATE OF COLORADO CONTRACT MODIFICATION

OPTION LETTER #Insert # Here

SIGNATURE AND COVER PAGE

State Agency

Department of Local Affairs (DOLA)

Grantee

Insert Grantee's Full Legal Name

Project Number and Name

Insert DOLA's project number and name

Option Letter CMS Number

Insert CMS number for this Amendment

Previous CMS #(s)

Insert CMS number for orig Agreement, and any prior chg docs

Program Name

Transit Oriented Communities Infrastructure

(Acctg Dropdwn TOCI)

Funding Account Codes

Enter CTGG1 number

Phase Code

Acctg enters Phase Code

DLG Portal Number

Insert DLG Portal number for this Project

Current Grant Agreement Expiration Date

Month Day, Year

Prior Grant Agreement Expiration Date

Month Day, Year

Grant Amount

Initial Award: \$0.00

Option Letter # and date effective/spendable:
\$0.00

Option Letter # and date effective/spendable:
\$0.00

Total Grant Amount: \$0.00

DOLA Program Manager

Ashley Basham, (720) 666-2872

ashley.basham@state.co.us

DOLA Program Assistant

Alice Huang, (303) 864-8449

alice.huang@state.co.us

TOCI 25003 - Fort Collins - Switchgrass Crossing Infrastructure

STATE OF COLORADO
Jared S. Polis, Governor
Colorado Department of Local Affairs

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: Maria De Cambra, Executive Director

By: Kelly Bearden, DOLA Controller Delegate

Date: _____

Effective Date: _____

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

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

SAMPLE

TOCI 25003 - Fort Collins - Switchgrass Crossing Infrastructure

1. OPTIONS. Choose all applicable options listed in §1 and in §2:

- A. Option to extend (use this option for Extension of Time)
- B. Change in the Grant Award Amount within the current term (use this option for an Increase or Decrease in Grant Funds, including Supplemental funding awards)
- C. Budget Line Adjustment(s) reallocation of awarded Grant Funds to Budget Line(s) (use this Option to redistribute existing Grant Funds between budget lines)

2. REQUIRED PROVISIONS. All Option Letters shall contain the appropriate provisions set forth below:

- A. **For use with Option 1(A):** In accordance with **Section 2(A)** of the original Intergovernmental Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option for an additional term beginning **Insert start date** and ending on **Insert ending date**. Tables in **Sections 4.3 and 4.5.2** of **Exhibit B** are deleted and replaced with the following:

<u>Milestone/Performance Measure:</u>	<u>By:</u>
Provide DOLA with a copy of documents related to Transit Oriented Communities Certification.	Within 90 days after the Effective Date of this Intergovernmental Grant Agreement.
Begin Work and provide documentation to DOLA of initial Project work, which may include planning phases, contractor solicitation, contractor mobilization, or other qualified work toward this Agreement's final Outcome.	Within 90 days after Transit Oriented Communities certification or the Effective Date of this Intergovernmental Grant Agreement, whichever occurs later.
Provide DOLA with a copy of Grantee's Consultant/Contractor Agreement or its Scope of Work.	Within 14 days after the Effective Date of the Consultant/Contractor's subcontract(s).
Submit to DOLA a draft of the Final Informal Memo for review.	At least 30 days before the Grant Expiration Date.
Submit Select Quarterly or Monthly Pay Requests	See §4.5.2 below
Submit Select Quarterly or Monthly Reports	See §4.5.2 below

TOCI 25003 - Fort Collins - Switchgrass Crossing Infrastructure

Submit Project Final Report	Enter Final Report Due Date (90 days from Expiration)
-----------------------------	---

Quarter	Year	Due Date	Pay Request Due	Status Report Due
1 st (Jan-Mar)	2026	April 10, 2026	Yes	Yes
2 nd (Apr-Jun)	2026	JULY 10, 2026*	Yes	Yes
3 rd (Jul-Sep)	2026	October 10, 2026	Yes	Yes
4 th (Oct-Dec)	2026	January 10, 2027	Yes	Yes
1 st (Jan-Mar)	2027	April 10, 2027	Yes	Yes
2 nd (Apr-Jun)	2027	JULY 10, 2027*	Yes	Yes
3 rd (Jul-Sep)	2027	October 10, 2027	Yes	Yes
4 th (Oct-Dec)	2027	January 10, 2028	Yes	Yes

- B. For use with Option 1(B): In accordance with Section 5(A)(i) of the original Intergovernmental Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and Grantee's Name, the State hereby exercises its option to increase/decrease Grant Funds awarded for this Project in an amount equal to amt of increase or (decrease), from beginning dollar amt to ending dollar amt. The Grant Award Amount shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement is hereby changed to ending dollar amt. The Budget table in Section 6.2 and the Payment Schedule in Section 7.1, both of Exhibit B, are deleted and replaced with the following:

Budget Line(s)		Total Project	Grant	Other	Other Funds
Line #	Cost Category	Cost	Funds	Funds	Source
	Architectural/Engineering Services	\$ 0.00			Grantee
	Construction/Improvement of Public Roadways				Grantee
	Total	\$ 0.00	\$ 0.00	\$ 0.00	

TOCI 25003 - Fort Collins - Switchgrass Crossing Infrastructure

Payment	Amount	
Interim Payment(s)		Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment		Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total		

- C. **For use with Option 1(C):** In accordance with **Section 5(D)** of the original Intergovernmental Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option to re-allocate awarded Grant Funds within the Project Budget. The Budget table in **Section 6.2** of **Exhibit B** is deleted and replaced with the following:

Budget Line(s)		Total Project	Grant	Other	Other Funds
Line #	Cost Category	Cost	Funds	Funds	Source
	Architectural/Engineering Services	\$ 0.00			Grantee
	Construction/Improvement of Public Roadways				Grantee
	Total	\$ 0.00	\$ 0.00	\$ 0.00	

3. OPTION LETTER EFFECTIVE DATE:

The effective date of this Option Letter is upon approval of the State Controller or Month Day, Year, whichever is later.

DocuSign Envelope ID: B3DD8B0B-2D88-8C4A-83E3-B23FB41BFBE2

TOCI 25003 - Fort Collins - Switchgrass Crossing Infrastructure

Exhibit H-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 the City of Fort Collins (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: _____