

**Grant Award Letter**  
**Intergovernmental Grant Agreement**  
**Cover Page**

**State Agency**

Colorado Energy Office (CEO)

**Grant Agreement No.**

CTGG1 26-3645

**Grantee**

City of Fort Collins

**Grant Issuance Date**

The date the State Controller or an authorized delegate signs this Grant Letter

**Grantee UEI**

VEJ3BS5GK5G1

**Grant Amount**

State Fiscal Year 2026	\$3,838,615.00
State Fiscal Year 2027 from SFY26	Any unused funds
State Fiscal Year 2028 from SFY27	Any unused funds
State Fiscal Year 2029 from SF28	Any unused funds
State Fiscal Year 2030 from SFY29	Any unused funds

**Grant Expiration Date**

July 31, 2029

**Fund Expenditure End Date**

July 31, 2029

**Agreement Authority -**

Authority to enter into this Agreement exists in CRS §24-38.5-101, et seq., and funds have been appropriated for this Agreement from the U.S. Environmental Protection Agency Award No. 00I02300, and a sufficient unencumbered balance thereof remains available for payment.

**Total for all State Fiscal Years**  
**\$3,838,615.00**

**Grant Purpose**

The purpose of this Grant Agreement is for Grantee to focus on advancing policies that extend beyond state requirements and implementing projects that support and further policy adoption work, which will help drive long-term emissions reductions and provide other co-benefits like bolstering local resilience and improving air quality. Grantee was awarded as a result of the CEO's competitive Local IMPACT Accelerator Grant Program Application.

**Exhibits and Order of Precedence**

The following Exhibits and attachments are included with this Agreement:

1. Exhibit A, Statement of Work.

2. Exhibit B, Budget.
3. Exhibit C, Compliance Reporting Requirements.
4. Exhibit D, Federal Provisions.

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

1. Exhibit D, Federal Provisions.
2. Colorado Special Provisions in §18 of the main body of this Agreement.
3. The provisions of the other sections of the main body of this Agreement.
4. Exhibit A, Statement of Work.
5. Exhibit B, Budget.
6. Exhibit C, Compliance Reporting Requirements.

Principal Representatives

For the State:

Carlos Tamayo

Colorado Energy Office

1600 Broadway Street

Suite 1960

Denver, CO 80202

carlos.tamayo@state.co.us

For Grantee:

Carisa Clinton

City of Fort Collins

215 N. Mason Street

Fort Collins, CO 80522

cclinton@fcgov.com

### Signature Page

The Signatories Listed Below Authorize this Grant

STATE OF COLORADO

Jared S. Polis, Governor

Colorado Energy Office

Will Toor, Executive Director

Signed by:  
*Dominique Gómez*  
606DE6A901984CD...

By: Dominique Gómez, Deputy Director

Date: 6/2/2026

Grantee

City of Fort Collins

Signed by:  
*Kelly DiMartino*  
980FDE88547E4D7...

By: Kelly DiMartino, City Manager

Date: 6/2/2026

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

DocuSigned by:  
*Jonathon Bray*  
B31AFD355C9A4DB

By: Jonathon Bray, Controller, Office of the Governor

Date 6/2/2026

**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. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in Exhibit A

**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.

C. Grantee's Termination Under Federal Requirements

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

3. Definitions

The following terms shall be construed and interpreted as follows:

- A. **"Agreement"** means this Agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. **"Award"** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- C. **"Breach of Agreement"** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.
- D. **"Budget"** means the budget for the Work described in Exhibit 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. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1 *et seq.*, C.R.S.

- G. **“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)
- H. **“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.
- I. **“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.
- J. **“Grant Expiration Date”** means the Grant Expiration Date shown on the first page of this Grant Award Letter.
- K. **“Grant Issuance Date”** means the Grant Issuance Date shown on the first page of this Grant Award Letter.
- L. **“Exhibits”** exhibits and attachments included with this Grant as shown on the first page of this Grant
- M. **“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
- N. **“Federal Award”** means an award of Federal financial assistance or a cost-reimbursement agreement under the Federal Acquisition Regulations by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- O. **“Federal Awarding Agency”** means a federal agency providing a Federal Award to a Recipient. The U.S. Environmental Protection Agency (EPA) is the Federal Awarding Agency for the Federal Award which is the subject of this Grant.
- P. **“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.
- Q. **“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.

- R. **“Initial Term”** means the time period between the Grant Issuance Date and the Grant Expiration Date.
- S. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- T. **“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.
- U. **“Recipient”** means the State Agency shown on the first page of this Grant Award Letter, for the purposes of the Federal Award.
- V. **“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.
- W. **“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 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.
- X. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.
- Y. **“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.

- Z. **“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.
- AA. **“Sub-Award”** means this grant by the State (a Recipient) to Grantee (a Subrecipient) funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- BB. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- CC. **“Subrecipient”** means an entity that receives a Sub-Award from a pass-through entity to carry out part of a Federal award. The term subrecipient does not include a beneficiary or participant. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Grant, Grantee is a Subrecipient.
- DD. **“Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to the Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- EE. **“Work”** means the delivery of the Goods and performance of the Services described in this Grant Award Letter.
- FF. **“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 for each State Fiscal Year shown 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. Federal Recovery**

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

**C. Matching Funds**

RESERVE

**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 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 reimburse Grantee for the Federal share of

properly documented allowable costs related to the Work after the State's review and approval thereof, subject to the provisions of this Grant. 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.

Grantee shall close out this Grant within 45 days 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. If the Federal Awarding Agency has not closed this Federal Award within 1 year and 90 days after the Grant Expiration Date due to Grantee's failure to submit required documentation, then Grantee may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

**6. Reporting - Notification**

A. Performance and Final Status

Grantee shall submit reports pursuant to Exhibit A. 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, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

B. Violations Reporting

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

**7. Grantee Records**

A. Maintenance 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. Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee. 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. If Grantee enters into a subcontract or subgrant with an entity that would also be considered a Subrecipient, then the subcontract or subgrant entered into by Grantee shall contain provisions permitting both Grantee and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

**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. Additionally, if Grantee is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

**8. Confidential Information-State Records**

**A. Confidentiality**

Grantee shall 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. 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 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., 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.

**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 the federal award, then the state may, in its discretion or at the direction of a federal awarding agency, terminate this entire agreement or any part of this

agreement. Grantee shall continue performance of this agreement to the extent not terminated, if any.

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 statute 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 §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 or as required or permitted by federal regulations related to any Federal Award that provided any of the Grant Funds, 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 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 §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 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 Agreement 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.

L. Federal Provisions

Grantee shall comply with all applicable requirements of Exhibit C at all times during the term of this Grant.

**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 Parties, 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 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.

## Exhibit A, Statement of Work

### Section 1: Project Background and Description

The following section provides an overview of the Local Implementation, Mitigation, and Policy Action Accelerator Program (Local IMPACT Accelerator or “Accelerator” hereafter) and the City of Fort Collins’ (“the Grantee” hereafter) specific policy and project work. It also includes key requirements from the U.S. Environmental Protection Agency (EPA) and the Colorado Energy Office (CEO).

The term “Grantee” refers to recipients of CEO CPRG funding and “Grant Agreement” refers to the Intergovernmental Agreement between Grantee and CEO. However, CEO will refer to Grantee as “Subrecipient” and Grant Agreement as “Subaward Agreement” for all other documentation, in order to align with EPA’s naming conventions.

#### EPA and CEO Compliance Requirements

The Grantee shall comply with all Federal Award Terms and Conditions associated with CPRG, including [EPA General Terms and Conditions](#), [2 CFR 200](#), [2 CFR 1500](#), [40 CFR 33](#), [Clean Air Act Sec 137](#), and all Quality Assurance (QA) requirements as detailed in Task 2. In addition, the Grantee shall comply with CEO specific requirements including those that serve to monitor risk and performance as noted in Section 8.

#### Overview of the Accelerator Program

The Accelerator will provide a total of approximately \$50 million in grants from the EPA Climate Pollution Reduction Grant (CPRG) program. These funds will support local governments in adopting policies that extend beyond state requirements in four categories (Buildings, Land Use, Transportation, Waste) in order to bolster local resilience, reduce emissions, and advance other state priorities, such as improved air quality.

#### Overview of the Grantee Policy and Project

The Grantee will advance two policy measures: a Protected Intersections Policy and Building Performance Standards (BPS) Policy, and two supporting projects. The Protected Intersections effort involves adopting new street design standards into the Larimer County Urban Area Street Standards (LCUASS) to include protected intersections, and implementing quick-build protected

intersections and bike lanes on Laurel Street. The BPS initiative proposes adopting a local BPS policy covering buildings down to 5,000 square feet, exceeding the state standard, and the project will provide financial, technical, and educational assistance to help building owners, particularly under-resourced properties, comply with the new BPS requirements. Both policies and projects aim to support the City's goals of achieving 50% active mode share by 2032 and carbon neutrality by 2050.

By executing this Grant Agreement, the Grantee commits to pursuing the adoption of local policies that exceed minimum State and local standards, as committed to in the Grantee's Accelerator application and required by the [Accelerator Program Guidance](#).

#### Overview of Deliverables and Work Products

Deliverables, which must be submitted to CEO for review and approval, are distinct from work products, which are materials developed by the Grantee or its vendors that do not need to be submitted to CEO. Deliverables for this Statement of Work include the monthly progress reports, the final report, Quality Assurance and Compliance documents, and the Task Continuation Work Request. For Tasks where the Grantee is expected to complete work or create work products but is not required to submit a deliverable to CEO, the Grantee shall provide a detailed summary of work progress in monthly progress reports. This requirement is noted in both the *Summary of Task Deliverables* sections and *Section 3: Project Schedule* as "Detailed to CEO in monthly progress reports."

Unless otherwise stated, CEO will not require the Grantee to submit work products for approval, but the Grantee is expected to save all work products and have them readily available for CEO for monitoring or risk assessment. Work product completion will be validated through monthly reports and in monthly meetings with the Program Manager.

#### Overview of Phased Funding Approach

CEO has awarded the Grantee funding in a phased approach, where the Grantee may only begin certain tasks after the completion and approval of prior tasks.

The Grantee may only begin work and submit reimbursement requests for the available funding amounts associated with Task 1-3 in Table 1 below until a Task Continuation Work Request is approved, as described herein. Upon completion of Task 3 - Advance Milestones toward Policy Adoption, the Grantee must submit a Task Continuation Work Request to CEO.

The Grantee is prohibited from working on any task following Task 3 until they have received CEO approval of their Task Continuation Work Request. See Task 3.2 Task Continuation Work Request for request submission details. See Table 1 below for funding availability by phase and task.

If the Grantee fails to submit a Task Continuation Work Request or if CEO does not approve the request, CEO's maximum liability to the Grantee will be limited to the funds approved for Tasks 1-3. In such an event, CEO reserves the right to de-obligate any remaining project funding.

Phase	Tasks	Available Funding	Funding Availability
Phase 1	1 - Project Communication and Administration	\$84,119	Upon Agreement Effective Date
	2 - Quality Assurance	\$46,000	
	3 - Advance Milestones toward Policy Adoption	\$174,902	
Phase 2	4 - Project Implementation	\$3,533,594	Successful completion of Task 3.1 and approval of Task Continuation Work Request as described in Task 3.2.
	<b>Total Costs</b>	<b>\$3,838,615</b>	

Table 1

## Section 2: Work Tasks, Deliverables, and Timeline

- The Grantee shall complete the following work tasks and provide the following deliverables to CEO, subject to CEO's (or others') final approval and discretion.
- Any work products and deliverables must comply with the [State of Colorado technical standards](#) related to technology accessibility and with Level A and AA of the most current version of the Web Content Accessibility Guidelines (WCAG), currently WCAG 2.1.
- The State may require compliance to the State's accessibility standards for any work product be determined by a third-party selected by the State. Please refer to the [Vendor Accessibility Guide](#) for more information on the State's accessibility requirements.
- The Grantee and its vendors and contractors shall adhere to Addendum 1, Artificial Intelligence (AI) Disclosure and Use Requirements, which includes disclosing in writing whether and how AI is used, human oversight of AI-generated content, data protection and confidentiality, and quality and accuracy standards.
- In all cases, CEO will need time to review deliverables. Whether called out in specific tasks or not, the Grantee should allow at least one week for CEO review and one week for the Grantee to accept edits into their process. Building in at least two additional weeks (or more) for this full review process will help ensure deadlines are met with an appropriate buffer to ensure the end product is meeting all standards for quality, accessibility, and design.

### Task 1 Project Communication and Administration

Project communication and administration activities are expected to occur for the duration of the project and include the tasks below.

- **Task 1.1 Kickoff Meeting**

The Grantee shall attend a 60-90 minute (virtual or in-person) kick-off meeting with CEO, ideally within one week but no more than 12 business days of Grant Agreement Effective Date unless otherwise allowed in writing (i.e., email) by CEO.

- **Task 1.2 Monthly Meetings**

The Grantee shall attend monthly meetings (virtual or in-person) with CEO. If the CEO Program Manager (PM) determines that meetings should be held more or less frequently, CEO will communicate this in writing (i.e., email).

- **Task 1.3 Monthly Report**

The Grantee shall submit a monthly report, using a CEO provided template, no later than the 15th day of the following month unless otherwise allowed by CEO in writing (i.e., email). If the 15th day falls on a weekend or holiday, the report is due the Monday or workday following the weekend or holiday. The report shall summarize work for the previous month, including but not limited to: A) project status, B) a description of the work products, deliverables and tasks completed during the reporting period, C) budget expended and remaining by cost category, D) project findings, E) unanticipated outcomes or roadblocks, and, F) next steps in the project. The Grantee shall also include a description of Quality Assurance and EIO activities completed including, but not limited to: status of QA deliverables, collection and/or use of primary or existing data, or any other QA or EIO related activity. If work is behind schedule, the Grantee should provide a summary of reasons for the delay and an action plan to get back on schedule. The Grantee shall submit the monthly report together with the monthly invoice (unless CEO has approved an exception) in order to show grant spend down and timely billing to CEO. Note that a monthly report is required whether or not an invoice is submitted.

- **1.4 Annual Report**

Each year by the 15th of September, unless otherwise allowed by CEO in writing (i.e., email) the Grantee will submit an annual report, using a CEO provided template, which will replace the monthly report for that month only and require additional details. These will include: A) Verification that the Grantee has reviewed their Supplemental Assurance Plan, (SAP) as required in Task 2, B) Submission of the Grantee's updated SAP, as necessary, and C) Confirmation that the Grantee is advancing milestones toward policy adoption, that the policy adoption timeline is still accurate, and a list of any risk mitigation strategies being applied to ensure the policy adoption will be successful. Failure to provide the necessary details above including showing the

jurisdiction is still working to advance the policy/policies it committed to passing may result in actions such as pausing grant funding until such time as those details can be adequately provided to CEO and the CEO PM accepts the annual report.

- **1.5 Final Project Report**

The final report should describe project outcomes against tasks/subtasks, summarize achievements, challenges, and lessons learned, and be no more than five (5) pages. CEO will provide the Grantee with a final report template. The final report shall be submitted with the final invoice, which should indicate completion of all project deliverables. Final reports are due within 45 days of the expiration of the Agreement. However, the Grantee will not be reimbursed for hours spent completing the final report if those hours occur after the expiration of the Agreement.

#### Summary of Task 1 Deliverables

- **1.1 Kickoff Meeting.** Within 12 business days of the Grant Agreement Effective Date.
- **1.2 Monthly Meetings.** Monthly after the kickoff meeting.
- **1.3 Monthly Reports.** Due by the 15th calendar day of the following month.
- **1.4 Annual Report.** Due annually on September 15.
- **1.5 Final Project Report.** Due within 45 calendar days of the Grant Agreement Expiration Date.

#### Task 2 Quality Assurance

EPA requires that all organizations performing Environmental Information Operations (EIO) must adhere to EPA's Quality Assurance Policy and that all EIO shall be implemented in accordance with an approved Quality Assurance Project Plan (QAPP). As such, all grantees under the Accelerator program must adhere to EPA's Quality Program, CEO's QMP (Quality Management Plan), CEO's QAPP or CEO's Programmatic Quality Assurance Project Plan (PQAPP).

In order to simplify this process for Grantee, CEO is drafting a PQAPP for EPA approval. The PQAPP outlines how CEO will perform EIO relevant to Accelerator Grantee project scopes, such as the use of existing environmental data or the collection of limited primary environmental data. CEO will provide the Grantee with a list of EIO activities covered by CEO's PQAPP.

As part of adhering to CEO's PQAPP, the Grantee must complete and submit a Supplemental Assurance Plan (SAP) to provide CEO with all expected data sources and reports the Grantee intends to use. CEO will review the SAP and determine if CEO's PQAPP will cover the Grantee's EIO, or if the Grantee will need to draft their own QAPP for EPA approval. Grantees that do not need to draft their own QAPP must only complete Tasks 2.1-2.3 below. Grantees that need to draft their own QAPP, whether determined before the Agreement Effective Date or during the term of the Agreement, must still complete Tasks 2.1-2.3 but must also complete tasks 2.4-2.6 below.

CEO will provide \$40,000 in funding to Grantee to support the Quality Assurance activities detailed below. If it is determined jointly by CEO and the Grantee that funding support for PQAPP/SAP/QAPP compliance is not needed and CEO agrees to exercise this option, CEO may reallocate the funding associated with this task. The Grantee or CEO may initiate this request and it must be confirmed in writing (i.e. email) by CEO. Allowable uses of reallocated funds include but are not limited to: A) compliance with other federal requirements in this Agreement, B) adding funding to augment another task within this SOW, C) funding an optional task (if one is listed in this SOW and CEO agrees to exercise the option in writing (i.e., email) to Grantee), or D) adding a task not in the current SOW. Option D will require an amendment to the Agreement before work can begin.

- **Task 2.1 SAP Submission**

The Grantee must complete and submit a SAP to CEO for review and approval with all expected data sources and reports the Grantee intends to use. In some cases, EPA may review as well. The Grantee must receive CEO approval of the SAP prior to engaging in EIO. CEO will provide the Grantee with a SAP template.

- **Task 2.2 Annual SAP Review**

The Grantee must conduct a formal annual review of their SAP to confirm the information is still accurate and submit the review to CEO for approval. CEO will provide guidance on how to perform and document an annual SAP review.

- **Task 2.3 Ongoing SAP QA Monitoring**

In addition to the formal annual review, the Grantee must also regularly review their SAP and track minor changes as needed. This includes reporting on Quality Assurance during each monthly meeting and monthly progress report. If, at any point throughout the grant term, either the Grantee or CEO determines the Grantee is working on EIO-related activities that are outside of the scope of the Grantee's SAP, the Grantee shall immediately stop work on EIO-related activities and consult with the CEO PM and CEO's Quality Assurance Manager. The Grantee may not resume work on EIO-related activities until CEO identifies a remedy, which is likely the resubmission of a revised SAP for CEO approval. As evidenced to CEO in monthly progress reports as well as in the SAP if/when a change is needed.

- **Task 2.4 QAPP and Crosswalk Submission (if a QAPP is required)**

If the Grantee's scope of EIO exceeds that which is covered by CEO's PQAPP, the Grantee must develop their own QAPP and associated QAPP Crosswalk for EPA approval. The QAPP Crosswalk is used to ensure each aspect of the QAPP has been completed and meets EPA requirements. The Grantee will submit these documents to CEO for review, and CEO will provide feedback for the Grantee to incorporate prior to EPA submission. CEO will then submit the Grantee's final QAPP/QAPP Crosswalk to EPA. The Grantee is expected to incorporate all edits and revisions until EPA provides final approval.

- **Task 2.5 Annual QAPP Review (if a QAPP is required)**

If the Grantee has developed their own QAPP, the Grantee must conduct a formal annual review of the QAPP using the EPA QAPP Crosswalk to confirm the information is still accurate or identify and describe any changes to the approved QAPP. QAPP Crosswalks and/or revised QAPPs must be submitted to EPA no later than 60

calendar days prior to the anniversary of the EPA QAPP approval date. In order to provide CEO time to evaluate the Grantee's annual QAPP review, the Grantee must submit the QAPP Crosswalk and, if applicable, the revised QAPP to CEO at least 90 calendar days prior to the anniversary of the EPA QAPP approval date.

- **Task 2.6 Ongoing QAPP QA Monitoring (if a QAPP is required)**

In addition to the formal annual review, the Grantee must also regularly review their QAPP and track minor changes as needed. This includes reporting on Quality Assurance during each monthly meeting and monthly progress report. If, at any point throughout the grant term, either the Grantee or CEO determines the Grantee is working on EIO-related activities that are outside of the scope of the Grantee's QAPP, the Grantee shall immediately stop work on EIO-related activities and consult with the CEO PM and CEO's Quality Assurance Manager. The Grantee may not resume work on EIO-related activities until CEO identifies a remedy, which is likely the resubmission of the QAPP for EPA approval.

### Summary of Task 2 Deliverables

- **2.1 SAP Submission.** Due within 30 calendar days of request by CEO PM.
- **2.2 Annual SAP Review.** Due annually on September 15.
- **2.3 Ongoing SAP QA Monitoring.** Ongoing. Detailed to CEO in monthly progress reports (or in a SAP update as needed).
- **2.4 QAPP and Crosswalk Submission (if a QAPP is required).** Due date to be determined by CEO Quality Assurance Manager.
- **2.5 Annual QAPP Review (if a QAPP is required).** Due annually to CEO at least 90 calendar days prior to the anniversary of the EPA QAPP approval date.
- **2.6 Ongoing QAPP QA Monitoring (if a QAPP is required).** Ongoing. Detailed to CEO in monthly progress reports.

## Task 3 Advance Milestones towards Policy Adoption

The subtasks in Task 3 represent the work that the Grantee must complete to demonstrate a good faith effort in advancing policy. CEO will not reimburse Grantee for work performed on any tasks following Task 3 until Task 3 is completed (unless otherwise allowed in writing by CEO).

- **Task 3.1 Protected Intersections Policy Adoption and Implementation Planning**

The Grantee is committed to advancing several key milestones to demonstrate good faith effort toward policy adoption and unlock project funding. The milestones include: A) Contracting with a contractor using a competitive procurement process to draft the Protected Intersection Policy and establish the policy framework for implementation, B) Conducting internal stakeholder engagement with city leadership and relevant departments—including Engineering, FC Moves, Traffic Operations, Streets, Planning, and Development Review—to refine the policy and confirm the pathway toward City Council consideration, and, C) Documenting progress toward adoption by presenting the draft policy to the Active Modes Advisory Board and securing a letter of support from the appropriate Council Advisory Board(s).

- **Task 3.2 BPS Engagement, Analysis, and Policy Language Update**

The Grantee will advance the development and adoption of the Building Performance Standards (BPS) policy, using a competitively selected contractor through the following activities: A) Conducting stakeholder engagement and feasibility analysis regarding the BPS policy, which will also inform implementation support strategies outlined in Tasks 4.3-4.5; B) Addressing policy questions raised by City Council and community leaders to refine and inform final policy language, and; C) Incorporating results from engagement with community and City Council in order to update the previously developed code language for Council's consideration.

- **Task 3.3 Task continuation work request**

The Grantee shall submit a Task Continuation Work Request using a template provided by CEO via email to the CEO PM. The Grantee should also submit any associated documentation and/or publicly available hyperlinks as requested by CEO indicating completion of deliverables outlined in Tasks 3.1 and 3.2 with the Task Continuation Work Request. If the Grantee is unable to complete Tasks 3.1 and/or 3.2

due to unforeseen complications, they may request an exemption on the Task Continuation Work Request template and CEO will evaluate the request. If an exemption is granted, a formal Grant Agreement amendment may be required.

### Summary of Task 3 Deliverables

- **3.1 Protected Intersections Policy Adoption and Implementation Planning.** Estimated to begin in July 2026 and be completed by the end of December 2027. Detailed to CEO in the Task Continuation Work Request.
- **3.2 BPS Engagement, Analysis, and Policy Language Update.** Estimated to begin in July 2026 and be completed by the end of December 2027. Detailed to CEO in the Task Continuation Work Request.
- **3.3 Task Continuation Work Request.** Due to CEO within 30 calendar days after Tasks 3.1 and 3.2 are completed.

### Task 4 Project Implementation and Policy Refinement

This task focuses on implementing protected intersections and bike lanes on Laurel Street and providing support for Building Performance Standards (BPS) compliance. Activities for BPS compliance include financial assistance for early adopters, outreach and education, and technical navigation to help building owners—especially under-resourced properties—meet BPS requirements in Tasks 4.3 - 4.5. Ultimately, the Grantee will present the finalized BPS policy to City Council for official consideration and adoption, while separately presenting the protected intersections policy and supporting it by inviting Council members to visit the previously installed intersections on Laurel Street.

- **Task 4.1 Laurel Street Protected Intersections and Bike Lanes.**

The Grantee, using City of Fort Collins staff, will install quick-build protected intersections and protected bike lanes on Laurel Street, as outlined in the Safer Streets Northwest study, to complete a corridor of protected facility and demonstrate what the policy looks like in practice.

- **Task 4.2 Present the Protected Intersections Policy for City Council Adoption.**

The Grantee will invite Council members to visit the protected intersections previously installed on Laurel Street in order to bolster support for the policy, and then present the finalized policy to City Council for official adoption.

- **Task 4.3 BPS Financial Assistance and Early Adopter Rebates.**

With the support of a competitively selected contractor, the Grantee will establish an early adopter rebate program to support early compliance with BPS requirements for buildings over 5,000 square feet, with priority given to under-resourced properties. Rebates will be performance-based, with amounts tied to projected energy savings. The Contractor will prescribe eligible rebates (eligibility established in the Accelerator Program Guidance), and the City will distribute rebate funds to building owners. Feedback and learnings from this program will be incorporated into final BPS policy development.

- **Task 4.4 BPS Outreach and Education.**

With the support of a competitively selected contractor, the Grantee will conduct outreach and education in order to communicate BPS requirements and compliance pathways to building owners and stakeholders, and facilitate coordination of compliance activities between building owners and tenants. Feedback and learnings from outreach and education will be incorporated into final BPS policy development.

- **Task 4.5 BPS Technical Navigator and Building Assessments.**

With the support of a competitively selected contractor, the Grantee will establish a technical navigator responsible for providing direct technical guidance to building owners. The navigator will conduct on-site and remote building assessments to identify the most effective and feasible strategies for achieving compliance with the BPS policy. Feedback and learnings from the technical navigator will be incorporated into final BPS policy development.

- **Task 4.6 Present BPS Policy for Adoption.**

The City will refine the BPS policy based on Tasks 4.2-4.5 and present the final proposed BPS policy to the City Council for official consideration and adoption.

- **4.1 Laurel Street Protected Intersections and Bike Lanes.** Estimated to begin in April 2027 and be completed by the end of December 2027. Detailed to CEO in monthly progress reports.
- **4.2 Present the Protected Intersections Policy for City Council Adoption.** Estimated to begin in May 2027 and be completed by the end of December 2027. Detailed to CEO in monthly progress reports.
- **4.3 BPS Financial Assistance and Early Adopter Rebates.** Estimated to begin in January 2027 and be completed by the end of December 2028. Detailed to CEO in monthly progress reports.
- **4.4 BPS Outreach and Education.** Estimated to begin in January 2027 and be completed by the end of December 2028. Detailed to CEO in monthly progress reports.
- **4.5 BPS Technical Navigator and Building Assessments.** Estimated to begin in January 2027 and be completed by the end of December 2028. Detailed to CEO in monthly progress reports.
- **Task 4.6 Present BPS Policy for Adoption.** Estimated to begin in December 2027 and be completed by the end of December 2028. Detailed to CEO in monthly progress reports.

## Project Schedule

Task Number	Summary of Deliverables	Estimated Due Date
1.1	Kickoff Meeting	Within 12 business days of the Grant Agreement Effective Date.
1.2	Monthly Meetings	Monthly after the kickoff meeting.
1.3	Monthly Report	Due by the 15th calendar day of the following month.
1.4	Annual Report	Due annually on September 15.
1.5	Final Project Report	Due within 45 calendar days of the Grant Agreement expiration date.
2.1	SAP Submission	Due within 30 calendar days of request by CEO PM.
2.2	Annual SAP Review	Due annually on September 15.

<b>Task Number</b>	<b>Summary of Deliverables</b>	<b>Estimated Due Date</b>
2.3	Ongoing SAP QA Monitoring	Ongoing. Detailed to CEO in monthly progress reports (or in a SAP update as needed).
2.4	QAPP and Crosswalk Submission (if a QAPP is required)	Due date to be determined by CEO Quality Assurance Manager.
2.5	Annual QAPP Review (if a QAPP is required)	Due annually to CEO at least 90 calendar days prior to the anniversary of the EPA QAPP approval date.
2.6	Ongoing QAPP QA Monitoring (if a QAPP is required)	Ongoing. Detailed to CEO in monthly progress reports.
3.1	Protected Intersections Policy Adoption and Implementation Planning	Estimated to begin in July 2026 and be completed by the end of December 2027. Detailed to CEO in the Task Continuation Work Request.
3.2	BPS Policy Development	Estimated to begin in July 2026 and be completed by the end of December 2027. Detailed to CEO in the Task Continuation Work Request.
3.3	Task continuation work request	Due within 30 calendar days after Tasks 3.1 and 3.2 are completed.
4.1	Laurel Street Protected Intersections and Bike Lanes	Estimated to begin in April 2027 and be completed by the end of December 2027. Detailed to CEO in monthly progress reports.
4.2	Present the Protected Intersections Policy for City Council Adoption	Estimated to begin in May 2027 and be completed by the end of December 2027. Detailed to CEO in monthly progress reports.
4.3	BPS Financial Assistance and Early Adopter Rebates	Estimated to begin in January 2027 and be completed by the end of December 2028. Detailed to CEO in monthly progress reports.
4.4	BPS Outreach and Education	Estimated to begin in January 2027 and be completed by the end of December 2028. Detailed to CEO in monthly progress reports.

Task Number	Summary of Deliverables	Estimated Due Date
4.5	BPS Technical Navigation and Building Assessments	Estimated to begin in January 2027 and be completed by the end of December 2028. Detailed to CEO in monthly progress reports.
4.6	Present BPS Policy for Adoption	Estimated to begin in December 2027 and be completed by the end of December 2028. Detailed to CEO in monthly progress reports.

## Section 5: Compliance Reporting

The Grantee is responsible for adhering to all Federal Terms and Conditions referenced in the Overview of EPA and CEO Compliance Requirements section on page 1. If the Grantee's project prompts federal requirements such as compliance with Davis-Bacon and Related Acts (DBRA), Build America, Buy America (BABA) as required by CEO, the Grantee will be required to provide related documentation to CEO to demonstrate compliance. Exhibit C - Compliance Reporting outlines a detailed breakdown of any applicable reporting requirements that must be met prior to reimbursement.

## Section 6: Budget

CEO has reviewed and approved the budget in [Exhibit B - Budget Information](#) for this Agreement. The maximum amount payable under this Agreement to the Grantee by CEO shall be \$3,838,615.00, as determined by the State from available funds. To make any changes to the approved budget, the Grantee shall follow the below processes and detail any requested changes in the monthly report. Note that Grant Agreement amendments cannot increase the total maximum amount of the Agreement unless otherwise approved by CEO, and CEO reserves the right not to approve budget change requests.

### Budget Changes Requiring CEO Approval

The following actions require written approval (i.e. email) from CEO and may also require a formal Grant Agreement amendment:

- Reallocating more than 10% of the total award value between cost categories.
- Reallocating any dollar amount of funds from Participant Support Costs to any other Cost Category or between Construction and any other Cost Category.
- Any changes to indirect rates or total indirect amounts. Grantee must use an approved NICRA, and all calculations remain subject to CEO approval.
- Any modification to the quantity or specifications of equipment purchases. While items listed in [Exhibit B - Budget Information](#) are pre-approved by CEO, any changes require CEO written approval.

Budget Changes Requiring CEO Notification

- Reallocating less than 10% of the total award value between cost categories excluding Participant Support Costs, Construction, and Indirect Costs.

**Table 2**

<b>Cost Category</b>	<b>Budget</b>
Personnel/Fringe	\$73,147
Travel	\$0
Equipment	\$0
Supplies/Other Direct	\$752,884
Contracts/Subawards	\$2,040,326
Construction	\$167,221
Participant Support Costs	\$350,000
Indirect	\$455,037
<b>Total</b>	<b>\$3,838,615</b>

**Section 7: Payment**

Payments shall be made in accordance with the provisions set forth in the Grant Agreement. The State shall pay the Grantee the reasonable, allocable, and allowable costs for work performed based on satisfactory progress of the work defined in this Grant Agreement.

The Grantee shall be reimbursed based on time and materials as outlined in the tasks and deliverables stated above and in [Exhibit B - Budget Information](#).

The Grantee must provide supporting documents for each reimbursement request prior to the disbursement of any funds. Acceptable supporting documents may include invoices, copies of contracts, Vendor quotes/receipts, time and effort reports, and other expenditure explanations that justify the reimbursement requests. CEO may request additional information from the Grantee to support the payment requests prior to release of funds, as deemed necessary.

The Grantee shall be compensated only for work and services performed by the Grantee or a contractor or subrecipient of the Grantee and accepted by the CEO pursuant to the terms of this Agreement. Payment shall also be contingent upon CEO's timely receipt and acceptance of required reports described above. The Grantee shall be reimbursed no more than once a month based on the submission of the Grantee's invoice and progress report.

The monthly progress report will provide detail of the work performed on each task or deliverable. The progress report should include a narrative that substantiates the work described on the invoice for each task/deliverable. The Grantee shall invoice by task on a time and materials basis for Tasks according to [Exhibit B - Budget Information](#).

## Section 8: Risk and Performance Monitoring

To comply with state and federal requirements, the CEO must monitor and mitigate risk through its Risk Program. The State reserves the right to change monitoring procedures and requirements at any time during the Agreement term, provided the process does not unduly interfere with the Grantee's performance.

CEO may request, collect, and validate any work products and invoice backup documentation (i.e. timesheets, receipts, contractor documentation, etc.)—including physically visiting project sites or public meetings—for auditing, checking performance, and mitigating risks.

CEO will develop its monitoring program to assign grantees risk level (lower or higher) based on factors such as fiscal security, fraud mitigation, technical support, and cybersecurity. Higher-risk grantees may be required to comply with additional steps, including attending extra meetings, submitting additional documentation, documenting risk mitigation measures, or attending training, as deemed appropriate by the CEO and

EPA. CEO will monitor risk and provide technical assistance as needed to the Grantee in order to help mitigate risk.

## **Addendum 1, Artificial Intelligence Disclosure and Use Requirements**

**AI Disclosure:** Grantee and any contractor or vendor funded under this grant agreement shall disclose in writing, prior to delivery of any deliverable, whether and how artificial intelligence tools, including generative AI, machine learning, or automated analysis systems, were used in creating or contributing to the deliverable. Disclosure shall include the specific AI tools or systems used and the nature of their contribution (e.g., research, drafting, analysis, editing).

**Human Oversight Requirement:** All deliverables shall be reviewed, verified, and approved by qualified personnel with relevant subject matter expertise prior to submission. Grantee and any vendor or contractor funded under this grant agreement shall ensure that AI-generated or AI-assisted content is fact-checked for accuracy, reviewed for bias or errors, and validated against primary sources where applicable. The Grantee remains fully responsible for the quality, accuracy, and completeness of all deliverables regardless of AI use including for any vendor or contractor funded under this grant agreement.

**Data Protection and Confidentiality:** Grantee and any vendor or contractor funded under this grant agreement shall not input confidential state data, personally identifiable information (PII), or non-public information into any public or consumer-grade AI system. Any AI tools used must have appropriate enterprise-level data protections. State data shall not be used to train, fine-tune, or improve any AI model without prior written approval from the State.

**Quality and Accuracy Standards:** Deliverables must meet the acceptance criteria specified in the Statement of Work. AI-generated content must be clearly distinguishable from original research and analysis where appropriate. Reports shall cite primary sources and shall not rely solely on AI-generated summaries or conclusions for factual claims.

**Requirements for Pass Through:** Grantee shall use the language above in any solicitations and contracts or purchase orders to ensure that all contractors and vendors abide by these requirements. Grantee may modify the language as long as the intent of the language is maintained.

## Exhibit C, Compliance Reporting Requirements

### **Competitive Procurement Documentation**

Grantees are responsible for ensuring the flowdown of all federal compliance requirements to all contractors and subgrantees including competitive procurement standards. For any competitive procurement process a grantee executes, CEO will need to review the solicitation (e.g. RFP) prior to posting and final statement of work and budget prior to execution. This ensures the content aligns with the grantee's scope of work and budget with CEO, helps to achieve program goals, and meets federal requirements. If a Grantee chooses to pursue a non-competitive procurement process that is in line with 2 CFR 200 and the jurisdiction's own procurement policy, the Grantee must seek approval from CEO prior to contract execution and allow CEO to review the statement of work and budget.

### **Policy Language Review**

All grantees are required to submit and receive CEO approval on the Task Continuation Work Request prior to expending Phase 2 funding. Whether or not policy adoption is part of Phase 1 or Phase 2, all grantees must share a draft of the policy language with CEO for review prior to presenting to an elected body for adoption, so that CEO can ensure the language aligns with the grantee's Statement of Work and Accelerator program goals.

### **Davis-Bacon and Related Acts (DBRA)**

DBRA [Davis-Bacon and Related Acts](#) (DBRA) is a collection of labor standards provisions administered by the Department of Labor that are applicable to all Grants doing construction and maintenance activities. DBRA intends to ensure that all federal funds are being used to pay the prevailing wage of an area. These labor standards include:

- a. Davis-Bacon Act, which requires payment of prevailing wage rates for laborers and mechanics on construction contracts of \$2,000 or more;
- b. Copeland "Anti-Kickback" Act, which prohibits a contractor or subcontractor from inducing an employee into giving up any part of the compensation to which he or she is entitled; and
- c. Contract Work Hours and Safety Standards Act, which requires overtime wages to be paid for over 40 hours of work per week, under contracts in excess of \$100,000.

### **Grantee Responsibilities When Entering Into and Managing Construction & Maintenance Contracts**

- a. For Solicitation and Contracts, Grantee must:
  - i. Include the Correct Wage Determinations in Bid Solicitations and Contracts: Recipients are responsible for complying with the procedures provided in [29 CFR 1.6](#) when soliciting bids and awarding contracts.
  - ii. Include DBRA Requirements in All Contracts: Include the following text on all contracts under this grant:

“By accepting this contract, the contractor acknowledges and agrees to the terms provided in the DBRA Requirements for Contractors and Subcontractors Under EPA Grants (<https://www.epa.gov/grants/contract-provisions-davis-bacon-and-related-acts>).”

b. After Award of Contract, Grantee must:

- i. Ensure contractor compliance with DBRA, as required by [29 CFR 5.6](#).
- ii. Submit weekly Certified Payroll Reports (CPRs) to CEO, including weeks where work is not performed. The wages for these workers must meet or exceed local wage determinations by county and job type, as identified on sam.gov, based on the wage determination lock-in date, which will be the same as the signing of this contract. Apprentices must have an official apprenticeship certification with clear indications of what percentage of the full journeyman wage determination the apprentice is entitled to, based on their current level. CEO must approve all CPRs pertaining to construction prior to reimbursing any construction or maintenance activities.
- iii. If needed, work with contractors to request additional wage rates under this grant, as provided in [29 CFR 5.5\(a\)\(1\)\(iii\)](#).
- iv. Grantee and subcontractors must post the applicable wage determination Notice to Employees Working on Federal or Federally Assisted Construction Projects in a prominent and accessible place. This poster can be found here: ([U.S. Department of Labor Publication WH-1321](#))

### **Equipment**

Equipment is defined as “tangible personal property” having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes (see [Capital assets at 2 CFR 200.1 Definitions](#)), or the amount specified in [Equipment at 2 CFR 200.1](#).

If equipment is purchased using grant funds, these conditions must be met by the Grantee for equipment use and management during the grant period:

- a. Equipment must be used only for the purposes outlined in Exhibit A: Statement of Work during the period of performance or until the property is no longer needed for the purposes of the project.
- b. The equipment and/or equipment components cannot be sold during the period of performance, unless otherwise approved by CEO.
- c. All Equipment purchases must be approved by CEO in advance. All equipment detailed in Exhibit B - Budget have been approved by CEO. For any equipment not specified in Exhibit B - Budget, the Grantee shall request CEO’s approval prior to purchasing. If the equipment specifications change from what is included in Exhibit B - Budget, the Grantee must also obtain CEO’s approval.
- d. The Grantee will assure the continued proper operation and maintenance of systems, equipment and devices funded under this agreement. Such practices shall be operated and

maintained for the expected lifespan of the specific measure and in accordance with commonly accepted design standards and specifications.

### **Build America, Buy America (BABA)**

[BABA](#) requires that all iron and steel, construction materials, and manufactured products used in federally-funded infrastructure projects are produced in the United States. CEO will not reimburse for any equipment or supplies costs until all BABA requirements are satisfied. CEO recommends obtaining a BABA certification from the vendor/manufacturer and sharing with CEO for approval prior to final purchase. If a grantee purchases anything that is not BABA compliant, CEO will not reimburse the grantee for that expense even if the equipment has been purchased. The Grantee must include the Build America, Buy America requirements in all contracts.

See [EPA's BABA FAQ](#) for additional information.

### **Participant Support Costs**

Participant support costs include rebates, subsidies, stipends, or other payments to program beneficiaries. Program beneficiaries may be individual owner/operators or private or public fleet owners, however program beneficiaries cannot be employees, contractors or subrecipients of the Grantee. As approved in the Exhibit B - Budget, if a Grant has participant support costs, they need to enter a written agreement with each beneficiary. Such written agreement is also required if a subrecipient or contractor intends to issue participant support costs to a program beneficiary. The written agreement must:

- a. Describe the activities that will be supported by rebates, stipends, subsidies or other payments;
- b. Specify the amount of the rebate, subsidy, stipend, or other payment;
- c. Identify which party will have title to equipment (if any) purchased with a rebate or subsidy or other payment;
- d. Specify any reporting required by the program beneficiary and the length of time for such reporting;
- e. Establish source documentation requirements (e.g., invoices) for accounting records; and
- f. Describe purchasing controls to ensure that the amount of the participant support cost is determined in a commercially reasonable manner as required by [2 CFR 200.404](#).

To be reimbursed for Participant Support Cost, the Grantee must submit (1) proof of purchase from beneficiary (i.e., receipt) and (2) Documentation that beneficiary met eligibility requirements as established by Grantee.

See [EPA's Guidance on Participant Support Costs](#) for additional information.

### **Use of Logos**

If the EPA logo is appearing along with logos from other participating entities on websites, outreach materials, or reports, it must not be prominently displayed to imply that any of the Grantee's activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that the Colorado Energy Office received financial support from the EPA under an Assistance Agreement. More information is available at: <https://www.epa.gov/stylebook/using-epa-seal-and-logo#policy>.

Other Resources:

[Best Practice Guide for Procuring Services, Supplies, and Equipment Under EPA Assistance Agreements](#)

[Information on Requirements that Pass-Through Entities must "Flow Down" to Subrecipients](#)

## Exhibit D, Federal Provisions

### 1. Applicability of Provisions.

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

These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

### 2. Definitions.

2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below. For a full list of definitions (as of October 1, 2024) under the Uniform Guidance, see 2 CFR 200.1.

2.1.1. “Award” means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

2.1.2. “Entity” means:

2.1.2.1. a non-federal entity;

2.1.2.2. a non-profit organization or for profit organization;

2.1.3. “Executive” means an officer, managing partner or any other employee in a management position.

2.1.4. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1

2.1.5. “Grant” means the Grant to which these Federal Provisions are attached.

- 2.1.6. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached. Grantee also means Subrecipient.
- 2.1.7. “Non-Federal Entity” means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 2.1.8. “Nonprofit Organization” organization, that:
  - 2.1.8.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
  - 2.1.8.2. Is not organized primarily for profit; and
  - 2.1.8.3. Uses net proceeds to maintain, improve, or expand the organization’s operations; and
  - 2.1.8.4. Is not an IHE.
- 2.1.9. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.10. “Pass-through Entity” means a recipient or subrecipient that provides a Subaward to a Subrecipient (including lower tier subrecipients) to carry out part of a Federal program. The authority of the pass-through entity under this part flows through the Subaward agreements between the pass-through entity and subrecipient.
- 2.1.11. “Recipient” means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.12. “Subaward” means an award provided by a pass-through entity to a Subrecipient to contribute to the goals and objectives of the project by carrying out part of a Federal award received by the pass-through entity. The term does not include payments to a contractor, beneficiary or participant.
- 2.1.13. “Subrecipient” means an entity that receives a subaward from a pass-through entity to carry out part of a Federal award. The term subrecipient does not include a

beneficiary or participant. A subrecipient may also be a recipient of other Federal awards directly from a Federal agency. Subrecipient also means Grantee.

- 2.1.14. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 2.1.15. “Total Compensation” means the cash and noncash dollar value an Executive earns during the entity’s preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2).
- 2.1.16. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
- 2.1.17. “Unique Entity ID” (UEI) is the universal identifier for federal financial assistance applicants, as well as recipients and their direct subrecipients (first tier subrecipients).
- 2.1.18. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

### **3. Compliance.**

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

### **4. System for Award Management (SAM) and Unique Entity ID Requirements.**

- 4.1. SAM. Subrecipient must obtain a UEI but are not required to fully register in Sam.gov. Subrecipient shall maintain the currency of its information in SAM until the Subrecipient submits the final financial report required under the Award or receives final payment, whichever is later. Subrecipient shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 4.2. Unique Entity ID. Subrecipient shall provide its Unique Entity ID to its Recipient, and shall update Subrecipient's information at <http://www.sam.gov> at least annually after the initial registration, and more frequently if required by changes in Subrecipient's information.

## **5. Total Compensation.**

- 5.1. Subrecipient shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
  - 5.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more; and
  - 5.1.2. In the preceding fiscal year, Subrecipient received:
    - 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
    - 5.1.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
    - 5.1.2.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

## **6. Reporting.**

- 6.1. Pursuant to the Transparency Act, Subrecipient shall report data elements to SAM and to the Recipient as required in this Exhibit. No direct payment shall be made to Subrecipient for providing any reports required under these Federal Provisions and the cost of producing such

reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Subrecipient's obligations under this Grant.

**7. Effective Date and Dollar Threshold for Reporting.**

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

**8. Subrecipient Reporting Requirements.**

- 8.1. Subrecipient shall report as set forth below.
  - 8.1.1. To Recipient. A Subrecipient shall report the following data elements for each Federal Award Identification Number (FAIN) assigned by a Federal agency to a Recipient no later than the end of the month following the month in which the Subaward was made:
    - 8.1.1.1. Subrecipient Unique Entity ID;
    - 8.1.1.2. Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;
    - 8.1.1.3. Subrecipient parent's organization Unique Entity ID;
    - 8.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

8.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

8.1.1.6. The Recipient is required to submit this information to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at <http://www.fsrs.gov>.

## 9. Procurement Standards.

9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

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

- 9.4. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never contract with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 during the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 9.5. Prohibition on certain telecommunications and video surveillance equipment or services (2 CFR 200.216). Subrecipient is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

#### **10. Access to Records.**

- 10.1. A Subrecipient shall permit Recipient and its auditors to have access to Subrecipient’s records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Modification to period of performance), 2 CFR 200.337 (Access to Records) and Subpart F-Audit Requirements of the Uniform Guidance.
- 10.2. A Subrecipient must collect, transmit, and store information related to this Subaward in open and machine-readable formats (2 CFR 200.336).

#### **11. Single Audit Requirements.**

- 11.1. If a Subrecipient expends \$1,000,000 or more in Federal Awards during the Subrecipient’s fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.
  - 11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding

research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

11.1.2. Exemption. If a Subrecipient expends less than \$1,000,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

## **12. Required Provisions for Subrecipient with Subcontractors.**

12.1. In addition to other provisions required by the Federal Awarding Agency or the Recipient, Subrecipients shall include all of the following applicable provisions;

12.1.1. For agreements with Subrecipients - Include the terms in the Grant Federal Provisions Exhibit (this exhibit)

12.1.2. For agreements with Subcontractors - Include the terms in the Agreement Federal Provisions Exhibit.

## **13. Certifications.**

13.1. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an

annual basis. 2 CFR 200.415. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

#### **14. Exemptions.**

- 14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 14.2. A Subrecipient with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

#### **15. Event of Default and Termination.**

- 15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.
- 15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:
  - 15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
  - 15.2.2. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
  - 15.2.3. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated.

However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or

15.2.4. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award

## **16. Additional Federal Requirements.**

### **16.1. Whistle Blower Protections**

16.1.1. An employee of a subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.