

John Galusha, Chairman
Arica Andreatta, Commissioner
Karl Sporleder, Commissioner



HUERFANO COUNTY GOVERNMENT GRANT APPROVAL MEMORANDUM

Date: 4/20/23

To: Huerfano County Board of County Commissioners

From: Charles R. Bryant-Huerfano County Noxious Weed Manager

Cc: Carl Young, County Administrator

Re: Colorado Invasive Species Plant Management Disaster Supplemental Funding Grant

Attachments: **Attach the completed application.** If a resolution or wet signature is required be sure to attach those forms as well. List ALL attachments here in the order they should be attached with signature pages preferably at the end.

Summary: This funding will be used to mitigate specific noxious plant species that have either been introduced or become more widespread after the prolonged drought periods that Huerfano County has experienced. Along with providing material resources to the department (primarily herbicides and biocontrols), this funding will also fund educational resources for the public and assistance with species detection\distribution mapping.

Requested Motion/Action:

- **Motion:** To approve the *Colorado Invasive Species Plant Management Disaster Supplemental Funding Grant* application for the requested amount of \$25,000 and to authorize the chair or designee to sign all related documents.
- This grant funding will be used to assist landowners in Huerfano County with the control of Colorado State A & B List Noxious Plant Species that have become more problematic\widespread during recent drought cycles.

Grant Program: In this section and each of the following sections write a narrative that includes answers to the questions in each section. Be as concise as possible, but be sure to explain anything that could bring up questions for the BOCC or the public. These memos should rarely exceed two pages.

- **Grant Program Name:**
Colorado Invasive Species Plant Management Disaster Supplemental Funding Grant
- **Purpose:**
To assist landowners with the detection, treatment and monitoring of Colorado A & B List Noxious Plant Species by providing both technical and on the ground assistance, along with the dissemination of educational materials.
- **Funding Source:**
USDA Forest Service administered by the Colorado Department of Agriculture
- **Grant Type:**
Competitive
- **Anticipated Timeline:**
April 2023: 1) Statement of work finalized 2) BOCC approval of SOW
May 1st, 2023 to December 31, 2024: Grant performance\execution period

Our Project:

This project will assist landowners with the control of A & B List Noxious plant species that have become established among drought impacted properties in Huerfano County. Huerfano County owned properties will derive benefits from this grant funding as well. Many problematic species were introduced during recent severe droughts through imported contaminated feed and existing populations were able to spread considerably given their enhanced drought tolerance over native\desirable species.

All work will be completed by Huerfano County Noxious Weed Department staff (Smircich\Bryant) and no new positions are anticipated.

The scope of work includes the following:

- a. Participate in a post-award discussion with the CDA Project Manager (can be via email or virtual meeting),
- b. Communicate progress with USFS Representative,
- c. Create Quarterly Progress Reports,
- d. Create a Final Report,
- e. Hire and/or retain and train staff as needed,
- f. Purchase equipment and supplies,
- g. Locate, identify and treat noxious weeds,
- h. Track acres treated and acres restored,
- i. Monitor treated areas for effectiveness,
- j. Submit species occurrence data to EDDMapS,
- k. Produce education and outreach materials, and
- l. Provide one success story of the project (with photos) with the final report.
- m. The contractor shall locate, identify and treat eligible List A & B noxious species

Period of Performance:

- 5\1\23 through 12\31\24

Alignment with County Objectives:

- What do we want to gain from this grant program?

A: *Enhanced detection, containment and suppression of target noxious plant species and to provide an enhanced level of service to the public.*

- Why are we applying?

A: *To enhance the quality and delivery of services by the department to the taxpaying public, and to address the exponential spread of State List noxious plant species.*

- Describe how the grant aligns with the strategic priorities of the County.

A: *This grant assists the County towards its goal of being good stewards of the exceptional lands within our jurisdiction. It also aids towards county compliance with the Colorado Noxious Weed Act, especially as it relates to “the dissemination of technical and financial resources” to the public as directed in the Act.*

- Describe how the grant aligns with the Department’s mission and goals.

A: *This grant enhances the department’s ability to assist the public with the detection and control of eligible noxious plant species. Specific goals addressed include: dissemination of technical and financial resources, the detection and documentation of affected acres within our jurisdiction, the reduction of infested acres within our jurisdiction and assists multiple stakeholders realize our ultimate mission of creating highly resilient native\desirable plant communities capable of self-regeneration. Doing so assists agricultural producers, conserves vital wildlife habitat and enhances recreational opportunities. The grant also assists towards the completion of CDA defined species containment goals.*

- Does it pay for something the County already does?

A: *Yes, it provides additional department resources which aide the advancement of department goals and objectives.*

Financial Considerations:

- How much funding will the Department/County receive from the grant?

A: *\$25,000*

- Is there a county match required? If yes, identify type and source.

A: *No, only proof of expenses incurred.*

- Identify funding method, whether it is a reimbursement grant or advanced funding.

A: *Reimbursement*

- Does application involve purchasing land, facilities, or equipment valued over \$5,000.00? If so, provide a list.

A: *No.*

- List any future costs related to grant project including maintenance, on-going contractual costs, replacement costs, or any other operating costs. If applicable, estimate any annual recurring costs.

A: *N/A*

- If new positions or retained positions are a component, identify how many (full/part time), job title and requirements after grant period is over.
- A: *N/A*

Background:

This grant was first brought to my attention by CDA staff late in 2021. The funding is originally derived from the “CARES Act”, with the US Forest Service as the granting agency, while the CDA is the administering agency. This was one of the most informal grant applications that I have engaged in during my employment with the county. CDA staff requested a short one to two paragraph proposal unlike other grants that required much more initial documentation\work. As first related by the CDA, the funding was anticipated to be available during the 2022 season.

Organizational issues within the CDA resulted in a postponement of the program until early this year. I feel that this funding will help compliment the funding (\$10,000) that was provided to the department in 2022 by the Upper Huerfano Conservation District (UHCD). This funding will be utilized in much the same manner as the UHCD funding has been, namely assistance for properties that otherwise would (or should) be subject to enforcement actions. By demonstrating effective means of controlling noxious plant species through our assistance efforts we are able to forge a greater awareness and level of education to the public as it relates to noxious plant species. This ensures that it is simply more than department staff and a select few individuals that actively identify and treat problematic noxious species with the most effective means of control available.

Keywords:

- 1) **Stewardship**
- 2) **Conservation**
- 3) **Assistance**
- 4) **Compliance**
- 5) **Awareness**
- 6) **Resiliency**

Signature of the Chair

Approved

Denied



STATE OF COLORADO

Department of Agriculture

ORDER				*****IMPORTANT*****			
Number:	POGG1,BDAA,202300003181			The order number and line number must appear on all invoices, packing slips, cartons, and correspondence.			
Date:	3/10/23			BILL TO			
Description:	Huerfano County USFS SPF-DSF			Conservation Services 305 Interlocken Parkway Broomfield, CO 80021			
Effective Date:	03/17/23			SHIP TO			
Expiration Date:	12/31/24			Conservation Services 305 Interlocken Parkway Broomfield, CO 80021			
BUYER				SHIPPING INSTRUCTIONS			
Buyer:				Delivery/Install Date: -			
Email:				FOB:			
VENDOR							
HUERFANO COUNTY Treasurer's Office 401 MAIN ST STE 206 WALSENBURG, CO 81089							
Contact:	Charles Bryant						
Phone:	719-989-1353						
VENDOR INSTRUCTIONS							
EXTENDED DESCRIPTION							
Pursuant to Colorado Code of Regulations 101-1, Chapter 3-1.6.5 you are hereby notified that any and all provision(s) applied to this Small Dollar Grant Award that conflicts with Colorado law C.R.S. 24-106-109 are null and void.							
This Small Dollar Grant Award is subject to the State of Colorado Small Dollar Grant Award (SDGA) Terms and Conditions which can be found at https://osc.colorado.gov/spco/central-contracts-unit/purchase-order-terms-conditions . By accepting this purchase order and/or providing the goods and/or services to the State, you agree to be bound by and accept the State of Colorado Purchase Order Terms and Conditions unless there is a separate agreement with the State which governs.							
Line Item	Commodity/Item Code	UOM	QTY	Unit Cost	Total Cost	MSDS Req.	
1	G1000		0	0.00	\$25,000.00	<input type="checkbox"/>	
Description: Huerfano County 2023 USFS SPF-DSF Grant							
Service From: 03/17/23				Service To: 12/31/24			
TERMS AND CONDITIONS							
https://www.colorado.gov/osc/purchase-order-terms-conditions							



STATE OF COLORADO
Department of Agriculture

DOCUMENT TOTAL = \$25,000.00

EXHIBIT A, STATEMENT OF WORK

2022 USDA Forest Service
 State and Private Forestry – Disaster Supplemental Funding Grant
 Colorado Invasive Species Plant Management

I. Project Description / Objectives

This project will focus on surveying for and treatment of List B noxious weed species on public and private lands in Huerfano County, Colorado. Goals include detection and treatment of undocumented populations, treatment, containment, and suppression of known populations, and increasing public awareness of the impacts of noxious weeds through education.

II. Contractor

Contractor Legal Name: Huerfano County
 Contractor dba: Huerfano County Government
 Contractor UEI: DL84BCKRKZC7
 Contractor Designation: Sub-recipient
 Grantor Agency: USDA Forest Service
 Grant Award Number: 22-DG-11021600-014
 CFDA Number: 10.680

III. Definitions

CDA or The State	Colorado Department of Agriculture or State of Colorado
Contractor or Grantee	Used interchangeably as the party receiving the grant award
EDDMapS	Early Detection & Distribution Mapping System
EDRR	Early Detection & Rapid Response
Encumbrance Document	The document provided by the State as the formal commitment voucher. Encumbrance, POGG1, Grant Agreement or Purchase Order Grant are used interchangeably, and all referred as the Encumbrance Document.
GPS	Global Positioning System
Noxious Weeds	Title 35, Article 5.5, Colorado Noxious Weed Act, and the weed species listed at https://www.colorado.gov/ag/weeds
Quarter	A period of 3 months Quarter 1: April-June Quarter 2: July-September Quarter 3: October-December Quarter 4: January-March
SFY	State Fiscal Year, July 1 – June 30
SOW	Statement of Work
SPF	State & Private Forestry
UEI	Unique Entity Identifier
USDA	United States Department of Agriculture
USFS	United States Forest Service

IV. Personnel

The State relied, in part, in the awarding of this grant upon the qualifications of the Contractor's Key Personnel.

1. Key Personnel List

The State considers the following positions, and the assigned Contractor Personnel, to be key personnel:

- a. Charles Bryant, Senior Weed Specialist and Project manager
- b. Angela Safranek, USFS Representative, Pike & San Isabel Forest, Cimarron & Comanche National Grasslands

2. Replacement

Contractor shall immediately notify the State in writing if any Key Personnel cease to serve. Provided there is a good-faith reason for the change, if Contractor wishes to replace its Key Personnel, it shall notify the State within 2 weeks for review and approval. Such approval is at the State's sole discretion.

Such notice shall specify why the change is necessary, who the proposed replacement is, what their qualifications are, and when the change would take effect. Anytime Key Personnel cease to serve, the State, in its sole discretion, may direct Contractor to suspend Work until such time as their replacements are approved. The State shall not compensate the Contractor at a higher rate for Replacement Key Personnel.

Changes to Personnel and Deadlines, except the Effective Date, may be adjusted by mutual written agreement of the Contractor and the State. Exclusively for the purposes of modifying the deadlines and personnel in this SOW, email shall suffice as sufficient written documentation. Extending the SOW or encumbrance document requires a formal modification to the State's encumbrance document.

V. Performance Activities

1. The Contractor shall manage the Project.
 - a. The Effective Date of this SOW is listed on the POGG1 cover page. The period of performance must be within the dates of the cover page.
 - b. Participate in a post-award discussion with the CDA Project Manager (can be via email or virtual meeting),
 - c. Communicate progress with USFS Representative,
 - d. Create Quarterly Progress Reports,
 - e. Create a Final Report,
 - f. Hire and/or retain and train staff as needed,
 - g. Purchase equipment and supplies,
 - h. Locate, identify and treat noxious weeds,
 - i. Track acres treated and acres restored,
 - j. Monitor treated areas for effectiveness,
 - k. Submit species occurrence data to EDDMapS,
 - l. Produce education and outreach materials, and
 - m. Provide one success story of the project (with photos) with the final report.

VI. Performance Standards and Requirements

1. The Contractor's grant application may be interpreted as the prior, express condition of an "Agreed upon" alternative, unless otherwise specified herein or within the Contractor's award notice. The order of precedence for this encumbrance shall be:
 - a. Exhibit B, Federal Terms and Conditions,

- b. The [State of Colorado Small Dollar Grant Award \(SDGA\) Terms & Conditions](https://osc.colorado.gov/spco/central-contracts-unit/purchase-order-terms-conditions), which are periodically updated and can be found at <https://osc.colorado.gov/spco/central-contracts-unit/purchase-order-terms-conditions>
 - c. Exhibit A, Statement of Work
2. The content of electronic documents and information contained on CDA websites may be updated periodically during the term of this agreement. The Contractor shall monitor documents and website content for updates and comply with all updates.
 - a. A list of noxious weeds species is available at: <https://www.colorado.gov/ag/weeds>
3. The Contractor shall locate, identify and treat the following noxious weeds:
 - a. List B Species:
 1. Perennial pepperweed (*Lepidium latifolium*) (approximately 7 gross acres)
 2. Russian knapweed (*Acrotilon repens*) (approximately 30 gross acre)
 3. Spotted knapweed (*Centaurea stoebe*) (approximately 15 gross acres)
 4. Diffuse knapweed (*Centaurea diffusa*)(approximately 20 gross acres)
 5. Leafy spurge (*Euphorbia esula*) (approximately 40 gross acres)
 6. Scotch thistle (*Onopordum acanthium* & *O. tauricum*) (approximately 50 gross acres)
4. The Contractor shall utilize integrated weed management techniques to manage and remove invasive and noxious species that will include biological, cultural, mechanical and/or chemical control methods.
5. The Contractor shall track acres treated and acres restored and monitor treated areas for effectiveness.
 - a. Use photo points throughout the course of the project to show progress, along with entries and re-visits in EDDMapS, and
 - b. Report on at least one success story (with photos) that occurred due to the project.
6. The Contractor shall use best practices when completing restoration activities, including those that do not directly involve noxious weeds.
7. The Contractor shall conduct education and outreach activities.
 - a. Hold trainings\presentations concerning identification and control options.
 - b. Produce and distribute CWMA noxious weed identification booklets along with the knapweed and thistle identification booklets
 - c. publishing some Huerfano County specific "most wanted" or "hot spots" type identify and control option literature.
8. The Contractor shall purchase necessary weed control equipment and supplies. Only purchases made within the POGG1 dates are reimbursable. The State will not be responsible for any applicable taxes or costs outside of the POGG1 performance dates.
9. The Contractor shall strictly follow all label directions for herbicides and use appropriate personal protective equipment during applications.
10. The Contractor shall follow best practices for all treatment methods.
11. The Contractor shall obtain all necessary permits for all activities and follow all applicable laws, regulations, ordinances and similar requirements.
12. All reports and other submittals, except map data, shall:
 - a. Be submitted on a template supplied by CDA or other agreed format,
 - b. Be created in .docx or other agreed upon electronic document format, and
 - c. Be submitted electronically via email to the CDA Project Manager.
13. For map data, the Contractor shall geo-reference and report accurate locations of targeted noxious weed populations.

- a. The Contractor shall use a handheld GPS-enabled device or website.
- b. Enter point, line and/or polygon noxious weed data into EDDMapS West.
EDDMapS West online spatial database and mobile applications for iPhone and Android can be found at the following website: <https://www.eddmaps.org/mrwc/>
- c. Each data point, line and/or polygon needs to include required corresponding ancillary information. These required fields can be found in the document titled "2022 Updated Data Standards." This document will be sent with your Purchase Order Grant (POGG1). Required fields are outlined on Pages 6 & 7.
- d. This work includes preparation, field survey, data collection, quality control checks, data entry, and map production.

14. Quarterly reports shall:

- a. Be submitted on a template supplied by CDA, and
- b. Be submitted via email to the CDA Project Manager and to your USFS Representative.

15. The Final Report shall:

- a. Be submitted on a template supplied by CDA,
- b. Include requested information on the report form itself, as well as other documentation described on the Final Report template, and
- c. Be signed by your USFS Representative.

VII. Deliverables and Acceptance

- 1. The Contractor shall enter noxious weed data following Section VI.13 above, prior to submitting the Final Report.
- 2. The Contractor shall submit Quarterly Reports to the CDA Project Manager no later than 15 calendar days after the end of each quarter.
- 3. The Contractor shall submit a Final Report to the CDA Project Manager no later than the expiration date of the POGG1 cover page.
- 4. The Contractor shall keep their USFS Representative informed at all reporting deadlines.

VIII. Budget

This SOW contains federal funds.

Performance Activity	Description	USFS SPF-DSF Funds
Personnel	Surveying/monitoring of noxious weeds (approximatley 375 hours @ \$20/hour + chemical treatment @375 hours @\$20/hour	\$15,000
Supplies & Materials	Education & outreach materials (brochures, training, etc.)	\$5,000
	Herbicides, surfactants\adjuvants, dye, PPE, spray nozzles, sprayers, etc.	\$5,000
Total		\$25,000

The Contractor shall manage all budgets by line as they appear in this **Budget** section. The Contractor is authorized to move funds among budget lines only with the prior, expressed written permission of the CDA Project Manager. A request to move funds shall be accompanied by an updated budget and justification for the move. Any changes in expenditures affecting greater than 10% of the grant amount must be approved in writing, in advance, by CDA. This may be accomplished electronically.

IX. Invoicing

1. To receive reimbursement under the Purchase Order Grant, the Contractor shall submit a signed Invoice Form. The Invoice Form must reference the POGG1 number and include an invoice number. Expenditures shall be in accordance with this Statement of Work and Budget.
2. The Contractor shall retain a copy of all grant documents and make them available upon request, for three years following the expiration date of the encumbrance.
3. The Contractor shall submit the following documentation with the completed invoice, including but not limited to:
 - a. Certified payroll records for personnel expenses to be reimbursed,
 - b. Receipts for direct costs and expenditures,
 - c. Copies of educational materials produced with grant funds,
 - d. The amount of actual acres treated and acres restored,
 - e. One success story from the project that includes pictures,
 - f. Indication of EDDMapS data entry, and
 - g. Other documentation requested by the CDA Project Manager necessary to support the invoice.
4. Scan the completed and signed Invoice Form and supporting documentation into an electronic document. Email the Invoice form and supporting documentation to the CDA Project Manager.

Emily Gilbert, CDA Project Manager
Conservation Services Division
Colorado Department of Agriculture
305 Interlocken Parkway
Broomfield, Colorado 80021
Office: 303-869-9036
Mobile: 720-392-4120
emily.a.gilbert@state.co.us

5. Final invoicing must be received by the State within 45 days after the expiration or termination of the Purchase Order Grant. Refer to the POGG1 cover page for this date. If additional time is needed, contact the CDA Project Manager immediately.
6. Acceptance:
Please review the attached Exhibit B, Federal Terms and Conditions and the [State of Colorado Small Dollar Grant Award \(SDGA\) Terms & Conditions](#), which can be found at <https://osc.colorado.gov/spco/central-contracts-unit/purchase-order-terms-conditions> as they are requirements of this Grant to which you Grantee agree by accepting the Grant Funds.

EXHIBIT B, 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.
- 1.2. 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.
 - 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 foreign public entity;
 - 2.1.2.3. a foreign organization;
 - 2.1.2.4. a non-profit organization;
 - 2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
 - 2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);
 - 2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
 - 2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).
 - 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.
 - 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” means any corporation, trust, association, cooperative, or other organization, not including IHEs, 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 operations of the organization.
- 2.1.9. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.10. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.11. “Prime 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 by a Prime 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 Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.13. “Subrecipient” or “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.
- 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 earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:
- 2.1.15.1. Salary and bonus;
 - 2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 2.1.15.4. Change in present value of defined benefit and actuarial pension plans;
 - 2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;

- 2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.16. “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” means the Unique Entity ID established by the federal government for a Grantee at <https://sam.gov/content/home>.
- 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. Grantee 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 Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID REQUIREMENTS.

- 4.1. SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 4.2. Unique Entity ID. Grantee shall provide its Unique Entity ID to its Prime Recipient, and shall update Grantee’s information at <http://www.sam.gov> at least annually after the initial registration, and more frequently if required by changes in Grantee’s information.

5. TOTAL COMPENSATION.

- 5.1. Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
 - 5.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more; and
 - 5.1.2. In the preceding fiscal year, Grantee received:
 - 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 5.1.2.2. \$30,000,000 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. If Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Grantee's obligations under this Grant.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$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 Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

- 8.1. If Grantee is a Subrecipient, Grantee shall report as set forth below.
 - 8.1.1. To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number (FAIN) assigned by a Federal agency to a Prime 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
 - 8.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
 - 8.1.2. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Grant, the following data elements:
 - 8.1.2.1. Subrecipient's Unique Entity ID as registered in SAM.

- 8.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

9. PROCUREMENT STANDARDS.

- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and 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.

10. ACCESS TO RECORDS.

- 10.1. A Subrecipient shall permit Prime 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 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

11. SINGLE AUDIT REQUIREMENTS.

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

- 11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 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 Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 11.1.2. Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
- 11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by 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. GRANT PROVISIONS FOR SUBRECEPIENT CONTRACTS.

- 12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Grant.
 - 12.1.1. [Applicable to federally assisted construction contracts.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
 - 12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

- 12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.
- 12.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 12.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 12.1.7. 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 within 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.
- 12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee 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.

13. CERTIFICATIONS.

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

14. EXEMPTIONS.

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

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, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
 - 15.2.3. 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;
 - 15.2.4. 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
 - 15.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

