Town of Lake City and Hinsdale County, Colorado
AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT (this "Agreement") is made and entered into on this 4th day of November 2026, by and between the Town of Lake City, State of Colorado (hereinafter referred to as the "Town"), Hinsdale County, Colorado (hereinafter referred to as the "County"), and Western Spaces LLC. (hereinafter referred to as "Consultant"). The Town and County are referred to collectively as the "Clients."

RECITALS:

A. The Clients require professional services.

B. Consultant has held itself out to the Clients as having the requisite expertise and experience to perform the required services for the Project (the "Project") described on **Exhibit A**.

NOW, THEREFORE, it is hereby agreed, for the consideration hereinafter set forth, that Consultant shall provide to the Clients professional consulting services for the Project.

I. SCOPE OF SERVICES

Consultant shall provide the consulting services described in **Exhibit A**, which is attached hereto and incorporated herein by this reference ("Scope of Services"), subject to the terms and conditions of Section VI. Consultant shall perform all consulting services in accordance with the requirements of that certain grant agreement between the Town and County and the State of Colorado's Department of Local Affairs (the "State"), a copy of which is attached hereto as **Exhibit B** and incorporated herein by this reference ("Grant Agreement"). The Consultant is solely responsible for the scope of services described on Exhibit A, and said Exhibit A supersedes Exhibit B (Scope of Project) to the Grant Agreement. Consultant shall carefully review the Grant Agreement for any and all provisions therein that are applicable to the Consultant under this Agreement.

II. THE CLIENTS' OBLIGATIONS/CONFIDENTIALITY

The Clients shall provide Consultant with reports and such other data as may be available to the Clients and reasonably required by Consultant to perform hereunder. Pursuant to an intergovernmental agreement between the Town and County, the Town shall serve as the Clients' administrative representative under this Agreement and shall be responsible for performing all administrative, invoicing, payment, coordination, direction, and other day-to-day Project obligations of the Clients under this Agreement. Without limiting the foregoing, the Town shall be responsible for receiving, reviewing, and paying Consultant's invoices; providing notices to proceed and other administrative notices; coordinating the Clients' Project information, decisions, and communications with Consultant; and providing all directions, approvals, and authorizations required from the Clients in the ordinary course of the Project. Consultant may rely conclusively on directions, approvals, authorizations, and communications from the Town concerning those matters. No Project information shall be disclosed by Consultant to third parties without prior written consent of the Clients or pursuant to a lawful court order directing such disclosure. All

documents provided by the Clients to Consultant shall be returned to the Clients. Consultant is authorized by the Clients to retain copies of such data and materials at Consultant's expense.

III. OWNERSHIP OF INSTRUMENTS OF SERVICE

The Clients acknowledge that the Consultant's documents are an instrument of professional service. Nevertheless, the documents prepared under this Agreement shall become the property of the Clients upon completion of the services. Any reuse of the Consultant's documents is at the Clients' own risk without liability to the consultant.

IV. COMPENSATION

A. In consideration for the completion of the services specified herein by Consultant, the Town shall pay Consultant, subject to the terms and conditions contained in this Agreement and the Grant Agreement, an amount not to exceed One-Hundred Thousand Dollars ($100,000.00). Payment shall be made in accordance with the schedule of charges in **Exhibit C,** which is attached hereto and incorporated herein by this reference. Invoices will be itemized and include hourly breakdown for all personnel and other charges. The maximum fee specified herein shall include all fees and expenses incurred by Consultant in performing all services hereunder. Pursuant to an intergovernmental agreement between the Town and the County, the Town shall serve as the Clients' administrative representative for this Agreement and shall be solely responsible for receiving, reviewing, and paying Consultant's invoices and for performing the Clients' administrative and payment obligations under this Agreement. Consultant may rely on the Town's directions and approvals concerning those administrative and payment obligations. The County remains a party and joint client solely for the services described in **Exhibit A**.

B. Consultant may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the services performed by Consultant under this Agreement, except as otherwise supplemented or accompanied by such supporting data as may be required by the Town; provided, however, that Consultant shall submit invoices to the Town as the Clients' administrative representative.

1. All invoices, including Consultant's verified payment request, shall be submitted by Consultant to the Town no later than the twenty-fourth (24th) day of each month for payment, pursuant to the terms of this Agreement. In the event Consultant fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Consultant defers its right to payment, pursuant to said late invoice, until the following month.

2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice, as provided by this Agreement. Notwithstanding the foregoing, the Town may withhold any payment for services that the Town or the State determines was not actually completed, or not completed up to a reasonable professional standard, or not completed pursuant to the terms and conditions of the Grant Agreement.

3. Each invoice shall identify the applicable service category, date, description of services, time incurred, applicable rate, and reimbursable expenses.

C. The Town has the right to ask for clarification on any Consultant invoice after receipt of the invoice by the Town.

D. In the event payment for services rendered has not been made within forty-five (45) days from the timely receipt of the invoice for any uncontested billing, interest will accrue at the rate of twelve percent (12%) per annum compounded annually. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Consultant may, after giving seven (7) days' written notice and without penalty or liability of any nature, suspend all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days' written notice, Consultant may terminate this Agreement. Upon receipt of payment in full for services rendered, Consultant will continue with all authorized services.

E. Final payment for all undisputed amounts is due within thirty (30) days after Consultant submits its final invoice. Final payment is not conditioned on Town or County approval of reports, deliverables, or other consulting services.

V. COMMENCEMENT AND COMPLETION OF SERVICES

Within seven (7) days of receipt from the Town of a Notice to Proceed, Consultant shall commence services on all its obligations as set forth in the Scope of Services or that portion of such obligations as is specified in said Notice. Except as may be changed in writing by the Town, the Project shall be complete and Consultant shall furnish the Town the specified deliverables, as provided in **Exhibit A**.

VI. CHANGES IN SCOPE OF SERVICES

The parties acknowledge that the scope of services in **Exhibit A** is intended to be flexible and may be refined, supplemented, reduced, or otherwise amended as the Project needs develop. Any material amendment to **Exhibit A** must be approved in writing by Consultant, the Town, and the County. A material change in the Scope of Services shall constitute any material change or amendment of services which is different from or additional to the Scope of Services specified in Section I of this Agreement. No such change, including any additional compensation, shall be effective or paid, unless authorized by written amendment executed by the Town and the County. If Consultant proceeds without such written authorization, then Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee or representative of the Town shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

VII. PROFESSIONAL RESPONSIBILITY

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, as required by law.

B. The services performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of services in the applicable community.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all specifications, reports, policies, guidelines, templates and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or resolve any errors or deficiencies in his specifications, reports, policies, guidelines, templates, and other services, which fall below the standard of professional practice.

VIII. COMPLIANCE WITH LAW

The services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations of the State of Colorado.

IX. INDEMNIFICATION

A. The Town and the County cannot and by this Agreement do not agree to indemnify, hold harmless, exonerate or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever. To the extent permitted by law, Consultant shall indemnify the Town and the County against third-party claims, damages, and reasonable costs only to the extent finally determined to have been caused by the negligent acts, errors, or omissions of Consultant in performing the services under this Agreement. Consultant has no duty to defend the Town and the County and has no obligation to indemnify the Town and the County for any claim, damage, loss, cost, or expense to the extent caused by the Town, Town Council, the County, the Board of County Commissioners or a person or entity other than Consultant.

X. INSURANCE

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands and other obligations assumed by Consultant, pursuant to Section IX, Indemnification, above. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. Consultant shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to Section IX, Indemnification, above, by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.

B. Consultant shall procure and maintain, and shall cause any subconsultant of Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by Consultant, pursuant to Section IX, Indemnification, above. In the case

of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker's compensation insurance to cover obligations imposed by applicable laws of the State of Colorado.

2. Commercial general liability insurance with minimum combined single limits of One Million Dollars ($1,000,000) each occurrence and Two Million Dollars ($2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products and completed operations. The policy shall contain a severability of interests provision.

3. Professional liability insurance with minimum limits of One Million Dollars ($1,000,000) each claim and Two Million Dollars ($2,000,000) annual aggregate. Consultant shall maintain this coverage during the term of this Agreement, subject to the terms, conditions, exclusions, and availability of Consultant's policy.

4. The policy required by Paragraph 2, above shall be endorsed to include the Town and the Town's officers, employees and representatives and the County and the County's officers, employees and representatives as additional insureds thereunder. Every policy required above shall be primary insurance, with the exception of Professional Liability and Worker's Compensation, and any insurance carried by the Town or County, their officers, their employees or their representatives, shall be excess and not contributory insurance to that provided by Consultant. No additional insured endorsement to the policy required hereby shall contain any exclusion for bodily injury or property damage arising from completed operations. Consultant shall be solely responsible for any deductible losses under any policy required above.

5. The certificates of insurance provided for the Town and the County shall be completed by Consultant's insurance agent as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect, and shall be reviewed and approved by the Town and the County prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled or terminated until at least thirty (30) days' prior written notice has been given to the Town and the County. The completed certificate of insurance for the Town shall be sent to:

   Town of Lake City
   230 N. Bluff Street
   Lake City, Colorado 81235
   Attn: Town Manager
   townmanager@townoflakecity.co

The completed certificate of insurance for the County shall be sent to:

Hinsdale County
311 Henson Street
PO Box 277
Lake City, Colorado 81235
Attn: County Administrator
administrator@hinsdalecountycolorado.us

6. Failure on the part of Consultant to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of agreement upon which the Town and/or the County may immediately terminate this Agreement or, at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Consultant to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Consultant from the Town.

7. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

8. The parties hereto understand and agree that the Town, the County and their collective officers and employees are relying on, and expressly reserve, all rights, immunities, defenses, limitations, and protections available under the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-101, et seq., as from time to time amended, or otherwise available to the Town, the County, and their collective officers and employees.

XI. NONASSIGNABILITY

Neither this Agreement nor any of the rights or obligations of the parties hereto shall be assigned by either party without the written consent of the other.

XII. TERMINATION

The Clients may terminate Consultant's services at any time, with or without cause, by written notice. The Town shall pay Consultant for services performed and authorized expenses incurred through the effective date of termination.

Consultant may withdraw from the representation or terminate this Agreement when required or permitted by Colorado law, including for nonpayment after reasonable written notice and an opportunity to cure, a conflict of interest, illegality, material breach, or other good cause. Consultant will take steps reasonably practicable to protect the Clients' interests upon termination, consistent with applicable law.

XIII. CONFLICT OF INTEREST

The Consultant shall disclose any personal or private interest related to property or business within the Town or the County. Upon disclosure of any such personal or private interest, the Town shall determine if the interest constitutes a conflict of interest. If the Clients determine that a conflict of interest exists, the Clients may treat such conflict of interest as a default and terminate this Agreement.

XIV. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Hinsdale, State of Colorado.

XV. INDEPENDENT CONTRACTOR

A. Consultant is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Consultant to perform services under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is the employee of the Clients for any purposes.

B. **Disclosure: Consultant is not entitled to workers' compensation benefits, unemployment insurance benefits unless unemployment compensation coverage is provided by the Consultant or some other entity, and Consultant is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement for Professional Services by Independent Contractor.**

XVI. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Clients shall not constitute a waiver of any of the other terms or obligations of this Agreement.

XVII. ENTIRE AGREEMENT

This Agreement and the attached Exhibit A, Exhibit B, and Exhibit C constitute the entire Agreement between the Clients and Consultant concerning the services to be provided. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.

XVIII. NOTICE

Any notice or communication between Consultant and the Clients which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States mail, addressed as follows:

The Town: Town of Lake City
Attn: Town Manager
1100 37th Street
Lake City, Colorado 81235

With Copy to:
Dan Krob
Krob Law Office, LLC
8400 E. Prentice Avenue
Penthouse
Greenwood Village, CO 80111

County: Hinsdale County
311 Henson Street
PO Box 277
Lake City, Colorado 81235
Attn: County Administrator

Consultant: Western Spaces LLC
Attn: Sarah McClain
95 Huckleberry Lane
Steamboat Springs, CO 80487

XIX. EFFECTIVE DATE AND EXECUTION

This Agreement shall become effective following execution by Consultant, County and Town. This Agreement may be executed in counterparts, including by facsimile or electronically, each of which shall be considered an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in triplicate, as of the date first written above.

TOWN OF LAKE CITY, COLORADO

By: _____
Dave Roberts, Mayor

ATTEST:

_____
Christina Bowman, Town Clerk

HINSDALE COUNTY, COLORADO

By: _____
Name: Greg Levine, Chair

ATTEST:

_____
Joan Roberts, County Clerk

CONSULTANT

By: _____
Title: _____

State of Colorado
County of _____

Signed before me on _____ , 20__

By _____ [Name of individual signing document]

_____
Title of Office

Stamp Here

_____
Commission Expiration

HINSDALE COUNTY, COLORADO

By: _____
Name: Greg Levine, Chair

ATTEST:

_____
Joan Roberts, County Clerk

CONSULTANT

By: Sarah McClain
Title: President

State of Colorado
County of Routt

Signed before me on 30, 2026

By Sarah McClain [Name of individual signing document]

President
Title of Office

08-06-2028
Commission Expiration

Stamp Here

DAVID A. NORRIS
Notary Public
State of Colorado
Notary ID # 20244029500
My Commission Expires 08-06-2028

Exhibit A
Scope of Services

Attached.

Scope of Services

The consultant shall provide professional services necessary to implement Phase 1 of the Housing Plan. At a minimum, the scope of services shall include the following.

A. Governance and Organizational Implementation

The consultant shall assist the Town and County in developing practical governance and organizational structures to support ongoing housing implementation. Tasks include:

1. Develop annual housing work plan aligned with goals in the Hinsdale County/Lake City Comprehensive Housing Plan.
2. Support formal establishment of the Lake City-Hinsdale County Housing Authority.
3. Support formal establishment of the Lake City-Hinsdale County Housing Trust Fund.
4. Develop affordable housing programs and qualification systems.
5. Work with Town Manager and County Administrator on Community engagement as Needed.
6. Identify potential intergovernmental partnerships.

B. Grant Writing and Grant Administration

The consultant shall assist the Town and County in identifying, preparing, submitting, and administering housing-related grant opportunities. Tasks include:

1. Develop a grant funding calendar and submission schedule.
2. Funding pipeline management (Monitor grant cycles and matching funding programs to housing projects.)
3. Identify, apply for, and manage grant funding to support the creation and sustainability of affordable housing programs.
4. Maintain grant compliance files
5. Acquisition/rehab opportunity scanning for the Prop 123 Pipeline

C. Policy Implementation

The consultant shall assist the Town and County in advancing priority policy recommendations from the Housing Plan. Tasks include:

1. Draft and coordinate adoption of fee waiver policy for deed-restricted housing
2. Develop template deed restrictions and affordability covenants
3. Draft and coordinate adoption of ADU incentive program
4. Develop compliance systems
5. Develop tenant eligibility guidelines (AMI verification procedures)

D. Sustainable Revenue Development

The consultant shall assist the Town and County in evaluating and developing sustainable revenue options for housing implementation. Tasks include:

1. Support public outreach related to sustainable housing funding
2. Develop revenue projections
3. Provide fiscal impact analysis

E. Project Management and Reporting

The consultant shall:

1. Participate in a project kickoff meeting with the Town Manager, County
2. Administrator, and other designated representatives.
3. Attend regular project coordination meetings, expected to occur at least monthly.
4. Provide monthly written progress reports to the Town Manager.
5. Track deliverables, deadlines, grant-related requirements, and action items.
6. Prepare a final Phase 1 Implementation Report summarizing work completed, deliverables produced, recommendations, and next steps.
7. Prepare a Phase 2 Readiness Plan

Exhibit B
Grant Agreement

Attached.

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State of Colorado Intergovernmental Grant Agreement

Summary of Terms and Conditions

State Agency

DEPARTMENT OF LOCAL AFFAIRS (DOLA)

Grantee

Town of Lake City

Project Number and Name

LPC-IN-922 - Lake City / Hinsdale Comprehensive Housing Plan Implementation

DLG Portal Number

LPC-IN-922

CMS Number

210316

Grant Award Amount

$100,000.00

Retainage Amount

$5,000.00

Funding Account Codes

CTGG1 202700002216

Phase Code

LP2702

VCUST#

VC00000000061763

Address Code

CN003 EFT

Performance Start Date

The later of the Effective Date or July 30, 2026

Grant Expiration Date

October 31, 2027

DOLA Program Manager

Robyn DiFalco, (720) 682-5202, (robyn.difalco@state.co.us)

DOLA Program Assistant

Jessica Rupe, (720) 557-4902, (jessica.rupe@state.co.us)

Program Name

Local Planning Capacity Grant Program (LPC)

Agreement Authority

Authority to enter into this Grant exists in C.R.S. 24-32-106 and 29-3.5-101 and funds have been budgeted, appropriated and otherwise made available pursuant to C.R.S. Section 29-32-103(1) et. seq. (Affordable Housing Support Fund) and a sufficient unencumbered balance hereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies. This Intergovernmental Grant Agreement is funded, in whole or in part, with State funds.

Grant Purpose/Project Description

The Project is a multi-jurisdictional effort that consists of implementing housing strategies recommended in the Hinsdale County/Lake City comprehensive housing plan, and related efforts to generally advance affordable housing goals in Lake City and Hinsdale County, Colorado.

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Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Agreement:

1. Exhibit B, Scope of Project
2. Exhibit G, Sample Option Letter

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

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

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Signature Page

The Signatories Listed Below Authorize this Grant

STATE OF COLORADO

Jared S. Polis, Governor

DEPARTMENT OF LOCAL AFFAIRS

Maria De Cambra, Executive Director

Signed by:
Maulid Miskell
590E1B45E7884A4...

By: Maria De Cambra, Executive Director

Date: 8/10/2026 | 11:30 AM MDT

DEPARTMENT OF LOCAL AFFAIRS

PROGRAM REVIEWER

Signed by:
Robyn DiFalco
8E76B6B1F00D49E...

By: Robyn DiFalco, LPC Program Manager

Date: 8/6/2026 | 4:54 PM MDT

Version: 11/2024

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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 (the **"Effective Date"**).

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

Caleb Vester

Name: Controller Delegate

Signed by:
Caleb Vester
1B60C79585F74E7...

Signature: Controller Delegate

Effective Date 8/13/2026 | 4:30 PM MDT

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1. Grant

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

2. Term

A. Initial Grant Term and Extension

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

B. Early Termination in the Public Interest

The State is entering into this Intergovernmental Grant Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Intergovernmental Grant Agreement ceases to further the public interest of the State or if State, Federal or other funds used for this Intergovernmental Grant Agreement are not appropriated, or otherwise become unavailable to fund this Intergovernmental Grant Agreement, the State, in its discretion, may terminate this Intergovernmental Grant Agreement in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Intergovernmental Grant Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Intergovernmental Grant Agreement that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse

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Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Intergovernmental Grant Agreement that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Intergovernmental Grant Agreement by the State for breach by Grantee.

C. *Reserved.*

3. Definitions

The following terms shall be construed and interpreted as follows:

A. **"Agreement"** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

B. *Reserved.*

C. **"Breach of Agreement"** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.

D. "**Budget**" means the budget for the Work described in **Exhibit B**.

E. "**Business Day**" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.

F. *Reserved.*

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

H. *Reserved.*

I. **"Grant" or "Grant Agreement" or "Intergovernmental Grant Agreement"** means this agreement which offers Grant Funds to Grantee, including all attached Exhibits, all

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documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.

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

K. "**Grant Expiration Date**" means the Grant Expiration Date shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. Work performed after the Grant Expiration Date is not eligible for reimbursement from Grant Funds.

L. **"Effective Date" or "Performance Start Date**" means the Performance Start Date shown on the first page of this Intergovernmental Grant Agreement. Work performed prior to the Effective Date is not eligible for reimbursement from Grant Funds.

M. "**Exhibits**" means the exhibits and attachments included with this Grant as shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement.

N. "**Extension Term**" means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Intergovernmental Grant Agreement, an Amendment, or an Option Letter.

O. *Reserved.*

P. *Reserved.*

Q. "**Goods**" means any movable material acquired, produced, or delivered by Grantee as set forth in this Intergovernmental Grant Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

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

S. "**Initial Term**" means the time period between the initial Performance Start Date and the initial Grant Expiration Date.

T. "**Party**" means the State or Grantee, and **"Parties"** means both the State and Grantee.

U. *Reserved.*

V. "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of

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birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S. "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, et. seq., C.R.S.

W. *Reserved.*

X. *Reserved.*

Y. "**Services**" means the services to be performed by Grantee as set forth in this Intergovernmental Grant Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.

Z. "**State Confidential Information**" means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

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

BB. "**State Fiscal Year**" means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

CC. "**State Records**" means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

DD. *Reserved.*

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

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FF. *Reserved.*

GG. *Reserved.*

HH. *Reserved.*

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

JJ. **"Work Product"** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Performance Start Date that is used, without modification, in the performance of the Work.

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

4. Statement of Work

Grantee shall complete the Work as described in this Intergovernmental Grant Agreement and in accordance with the provisions of **Exhibit B**. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Intergovernmental Grant Agreement.

5. Payments to Grantee

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount shown on the first page of this Intergovernmental Grant Agreement. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Performance Start Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Performance Start Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

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

B. *Reserved.*

C. Matching Funds

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

D. Reimbursement of Grantee Costs

Upon prior written approval, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Intergovernmental Grant Agreement for all allowable costs described in this Intergovernmental Grant Agreement and shown in the Budget in **Exhibit B**. Upon request of the Grantee, the State may, without changing the maximum total amount of Grant Funds, adjust or otherwise reallocate Grant Funds among or between each line of the Budget by providing Grantee with an executed Option Letter or formal amendment. The State shall only reimburse allowable costs if those costs are: **(i)** reasonable and necessary to accomplish the Work and for the Goods and Services provided; and **(ii)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

E. Close-Out and Deobligation of Grant Funds.

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

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F. Erroneous Payments.

The State may recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee. The State may recover such payments by deduction from subsequent payments under this Intergovernmental Grant Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

6. Reporting - Notification

A. Performance and Final Status

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

B. Violations Reporting

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

7. Grantee Records

A. Maintenance and Inspection

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

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Intergovernmental Grant Agreement using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

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C. Final Audit Report

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

8. Confidential Information-State Records

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Intergovernmental Grant Agreement. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Intergovernmental Grant Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure

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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

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not limited to, Grantee's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Grantee is given direct access to any State databases containing PII, Grantee shall execute, on behalf of itself and its employees, the certification attached hereto as **Exhibit E** on an annual basis. Grantee's duty and obligation to certify as set forth in **Exhibit E** shall continue as long as Grantee has direct access to any State databases containing PII. If Grantee uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Grantee shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

9. Conflict of Interest

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

10. Insurance

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

11. Breach of Agreement

In the event of a breach of Agreement, the aggrieved Party shall give written notice of breach of agreement to the other party. If the notified party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the

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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 term or condition of this Award, then the State may, in its discretion, terminate this entire Agreement or any part of this Agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

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

a. Obligation and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee

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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

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in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Grantee's employees, agents, or subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Grantee shall, as approved by the State (i) secure that right to use such work for the State and Grantee; (ii) replace the work with non-infringing work or modify the work so that it becomes non-infringing; or, (iii) remove any infringing work and refund the amount paid for such work to the State.

B. Grantee's Remedies

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

13. Dispute Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in

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writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

14. Notices and Representatives

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Intergovernmental Grant Agreement shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this **§14.**

15. Rights in Work Product and Other Information

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

16. Governmental Immunity

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

17. General Provisions

A. Assignment

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Intergovernmental Grant Agreement.

B. Captions and References

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The captions and headings in this Intergovernmental Grant Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Intergovernmental Grant Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

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

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Intergovernmental Grant Agreement, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in either an option letter or 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 Intergovernmental Grant Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Performance Start Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

G. Severability

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

H. Survival of Certain Intergovernmental Grant Agreement Terms

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

I. Third Party Beneficiaries

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

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Intergovernmental Grant Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. Accessibility

i. *Reserved*.

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

iii. The State may require Grantee's compliance with the Accessibility Standards for Individuals with a Disability adopted by the Office of Information Technology pursuant to §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

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promptly take all necessary actions to come into compliance using a State-approved vendor, at no additional cost to the State.

L. *Reserved*

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

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

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

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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 Grantee 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 Grantee, 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.

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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.

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EXHIBIT B – SCOPE OF PROJECT (SOP)

1. PURPOSE

1.1. Local Planning Capacity. The purpose of the Local Planning Capacity (LPC) grant program is to provide funding to local governments to increase the capacity of their planning departments responsible for processing land use, permitting, and zoning applications for housing projects. "Fast Track" or expedited review of affordable housing projects is a top priority to increase the number of units built. Grant Funds may be used to support new staff wages, hiring consultants, implementing new systems and technologies, revising land use development codes, regional collaborations, and tracking, documentation of Prop 123 goals, and other planning efforts that generally advance affordable housing goals.

2. DESCRIPTION OF THE PROJECT(S) AND WORK

2.1. Project Description. The Project is a multi-jurisdictional effort that consists of implementing housing strategies recommended in the Hinsdale County/Lake City comprehensive housing plan, and related efforts to generally advance affordable housing goals in Lake City and Hinsdale County, Colorado.

2.2. Work Description. The Town of Lake City (Grantee) acting as lead fiscal agent, will hire a qualified consultant to implement housing strategies from the recently completed comprehensive housing plan, including establishing a multi-jurisdictional housing authority and housing trust fund, identifying potential intergovernmental partnerships, drafting template deed restrictions and other compliance systems, developing affordable housing programs and qualification systems, developing affordability covenants and tenant eligibility guidelines, drafting and coordinating adoption of a fee waiver policy for deed-restricted housing, identifying acquisition/rehab opportunities for housing preservation, grant writing and management of housing-related funding opportunities, drafting local policies to become certified ADU supportive jurisdictions, drafting an ADU incentive program, developing sustainable revenue projections, developing a fiscal impact analysis, supporting public outreach related to sustainable housing funding, and tracking/documentation of Proposition 123 goals.

Grantee will conduct a robust community engagement process that ensures participation by all key stakeholders, especially underrepresented voices, and residents or local workers who are considered housing cost-burdened. Grantee will complete quarterly performance metric reporting in a form provided by DOLA.

Additionally, at Project Closeout, a Final Informal Memo will be submitted that identifies the following: 1) description of the Grantee's approach to achieving Proposition 123 goals;

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2) the outcome of that effort, including whether new policies were formally adopted; 3) any other project outcomes that impacted the Grantee's Prop 123-related goals; 4) description of community engagement efforts; 5) the number of affordable housing units that were either permitted or preserved during the grant period; 6) the degree to which this grant has had an impact on Grantee's affordable housing efforts; and 7) any lessons learned.

2.2.1. A contract for consultant services shall be awarded by Grantee to a qualified firm through a formal Request For Proposals or competitive selection process.

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

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

2.4. Recapture of Advanced Funds. To maximize the use of Grant Funds, the State shall evaluate Grantee's expenditure of the Grant Funds for timeliness and compliance with the terms of this Grant. DOLA reserves the right to recapture advanced Grant Funds when Grantee has not or is not complying with the terms of this Grant.

2.5. Eligible Expenses. Eligible expenses shall include: consultant fees, RFP/bid advertisements, attorney's fees, and Direct costs.

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

2.5.2. Ineligible Expenses. Ineligible expenses shall include, but are not limited to: job posting or recruitment costs, indirect overhead or general operating costs, housing construction, pre-development costs, lobbying, food, drink, or entertainment costs. Grant Funds may not be used to cover legal costs to defend.

3. DEFINITIONS

3.1. Project Budget Lines.

3.1.1. "Consultant Services" means consultant fees, RFP/bid advertisements, and attorney's fees.

3.2. "Substantial Completion" means the Work is sufficiently complete in accordance with the Grant so it can be utilized for its intended purpose without undue interference.

4. DELIVERABLES

4.1. Outcome. The final outcome of this Grant is the submission of any related reports or work product funded by this Grant, documentation from stakeholder engagement outcomes, and related efforts to achieve Proposition 123 requirements in Lake City and Hinsdale County, Colorado. In addition, a Final Informal Memo will be submitted to DOLA as a Final Report.

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4.2. Service Area. The performance of the Work described within this Grant shall be located in Lake City and Hinsdale County, Colorado.

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

Milestone/Performance Measure/Grantee will:	**By:**
Begin procurement process or Contractor mobilization.	Within 90 days after the Effective Date of this Intergovernmental Grant Agreement.
Provide DOLA with a copy of Grantee's Consultant Agreement or its Scope of Work.	Within 14 days after the Effective Date of the subcontract(s).
Submit draft policy documents to DOLA for courtesy review.	Within 30 days prior to a scheduled public hearing.
Submit documentation of new policy adoption.	Within 30 days after formal adoption.
Submit Quarterly Pay Requests	**See §4.5.2 below**
Submit Quarterly Reports	**See §4.5.2 below**
Submit Project Final Report	January 29, 2028

4.4. Budget Line Adjustments.

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

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

4.5. Quarterly Pay Request and Status Reports. Beginning 30 days after the end of the first quarter following execution of this Grant and for each quarter thereafter until termination of this Grant, Grantee shall submit Pay Requests and Status Reports using a form provided by the State. The State shall pay the Grantee for actual expenditures made in the

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performance of this Grant based on the submission of statements in the format prescribed by the State. The Grantee shall submit Pay Requests setting forth a detailed description and provide documentation of the amounts and types of reimbursable expenses. Pay Requests and Status Reports are due within 30 days of the end of the quarter but may be submitted more frequently at the discretion of the Grantee.

4.5.1. For quarters in which there are no expenditures to reimburse, Grantee shall indicate zero (0) requested in the Pay Request and describe the status of the Work in the Status Report. The report will contain an update of expenditure of funds by budget line as per **§6.2** of this **Exhibit B** Scope of Project as well as a projection of all Work expected to be accomplished in the following quarter, including an estimate of Grant Funds to be expended.

4.5.2. Specific submittal dates.

Quarter	Year	Due Date	Pay Request Due	Status Report Due
3rd (Jul-Sep)	2026	October 30, 2026	Yes	Yes
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1st (Jan-Mar)	2027	April 30, 2027	Yes	Yes
2nd (Apr-Jun)	2027	JULY 15, 2027*	Yes	Yes
3rd (Jul-Sep)	2027	October 30, 2027	Yes	Yes
4th (Oct-Dec)	2027	January 29, 2028	Yes	Yes

***State fiscal year runs July 1 – June 30 annually. Grantee must request reimbursement for all eligible costs incurred during a State fiscal year by July 15 annually.**

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

5. PERSONNEL

5.1. Responsible Administrator. Grantee's performance hereunder shall be under the direct supervision of **Alexander Mulhall, Town Manager, (townmanager@townoflakecity.co)**, who is an employee or agent of Grantee, and is hereby designated as the responsible administrator of this Project and a key person under this **§5.** Such administrator shall be updated through the process in **§5.3**. If this person is an agent of the Grantee, such person

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must have signature authority to bind the Grantee and must provide evidence of such authority.

5.2. Other Key Personnel. Sandy Hines, County Administrator, (administrator@hinsdalecountycolorado.us). Such key personnel shall be updated through the process in **§5.3**.

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

5.4. DLG Program Manager: Robyn DiFalco, (720) 682-5202, (robyn.difalco@state.co.us).

5.5. DLG Program Assistant: Jessica Rupe, (720) 557-4902, (jessica.rupe@state.co.us).

6. FUNDING

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

6.1. Matching/Other Funds. Match is not required. Initial estimates of Grantee's contribution are noted in the "Other Funds" column of **§6.2** below. Increases to Grantee's contribution to Total Project Cost do not require modification of this Intergovernmental Grant Agreement and/or **Exhibit B**.

6.2. Budget

Budget Line(s)		Total Project Cost	Grant Funds	Other Funds	Other Funds Source
Line #	Cost Category				
	Consultant Services	$100,000	$100,000	$0	Grantee
	Total	**$100,000**	**$100,000**	**$0**	

7. PAYMENT

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

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

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Payment	Amount	
Interim Payment(s)	$95,000	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	$5,000	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total	**$100,000**	

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

8. ADMINISTRATIVE REQUIREMENTS

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

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

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

8.2. Monitoring. DOLA shall monitor this Work on an as-needed basis. DOLA may choose to audit the records for activities performed under this Grant. Grantee shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an executed Grant. Such books and records shall contain documentation of the Grantee's pertinent activity under this Grant in accordance with Generally Accepted Accounting Principles.

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

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

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

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

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

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

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

9.1. Plans & Specifications. Construction plans and specifications shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Grantee through a competitive selection process.

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

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

9.4. Standards. Grantee, Subgrantees and Subcontractors shall comply with all applicable statutory design and construction standards and procedures that may be required, including the standards required by Colorado Department of Public Health and Environment, and shall provide the State with documentation of such compliance.

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STATE OF COLORADO CONTRACT MODIFICATION

OPTION LETTER #Insert # Here

SIGNATURE AND COVER PAGE

State Agency

Department of Local Affairs (DOLA)

Grantee

Insert Grantee's Full Legal Name

Project Number and Name

Insert DOLA's project number and name

Option Letter CMS Number

Insert CMS number for this Amendment

Previous CMS #(s)

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

Program Name

Local Planning Capacity Grant Program

(Acctg Dropdwn LPC)

Funding Account Codes

Enter CTGG1 number

Phase Code

Acctg enters Phase Code

DLG Portal Number

Insert DLG Portal number for this Project

Current Grant Agreement Expiration Date

Month Day, Year

Prior Grant Agreement Expiration Date

Month Day, Year

Grant Amount

Initial Award: $0.00

Option Letter # and date effective/spendable: $0.00

Option Letter # and date effective/spendable: $0.00

Total Grant Amount: $0.00

DOLA Program Manager

Robyn DiFalco, (720) 682-5202, (robyn.difalco@state.co.us)

DOLA Program Assistant

Jessica Rupe, (720) 557-4902, (jessica.rupe@state.co.us)

SAMPLE

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: Maria De Cambra, Executive Director

Date: _____

Name: Controller Delegate

Signature: Controller Delegate

Effective Date: _____

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

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

SAMPLE

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

   A. ☐ Option to extend (use this option for Extension of Time)

   B. ☐ Change in the Grant Award Amount within the current term (use this option for an Increase or Decrease in Grant Funds, including Supplemental funding awards)

   C. ☐ Budget Line Adjustment(s) reallocation of awarded Grant Funds to Budget Line(s) (use this Option to redistribute existing Grant Funds between budget lines)

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

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

Milestone/Performance Measure:	**By:**
Provide DOLA with baseline data on estimated review time for affordable housing projects. DOLA will provide the template.	Within 30 days after the Effective Date of this Intergovernmental Grant Agreement.
Begin procurement process or Contractor mobilization.	Within 90 days after the Effective Date of this Intergovernmental Grant Agreement.
Provide DOLA with a copy of Grantee's Consultant Agreement or its Scope of Work.	Within 14 days after the Effective Date of the subcontract(s).
Begin Work.	Within __ days after the Effective Date of the subcontract(s).
Documentation of efforts to explore, adopt, and/or implement	Within 30 days after the Policy adoption.

SAMPLE

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policies to expedite review of affordable housing.	
Submit draft of expedited review policy language to DOLA for courtesy review.	30 days prior to a scheduled public hearing.
Submit Quarterly Pay Requests	**See §4.5.2 below**
Submit Quarterly Status Reports	**See §4.5.2 below**
Submit Project Final Report	[give date certain]

Quarter	Year	Due Date	Pay Request	Status Report
2nd (Apr-Jun)	**2025**	**JULY 15, 2025***	**Yes**	**Yes**
3rd (Jul-Sep)	**2025**	**October 30, 2025**	**Yes**	**Yes**
4th (Oct-Dec)	**2025**	**January 30, 2026**	**Yes**	**Yes**
1st (Jan-Mar)	**2026**	**April 30, 2026**	**Yes**	**Yes**
2nd (Apr-Jun)	**2026**	**JULY 15, 2026***	**Yes**	**Yes**
3rd (Jul-Sep)	**2026**	**October 30, 2026**	**Yes**	**Yes**
4th (Oct-Dec)	**2026**	**January 30, 2027**	**Yes**	**Yes**

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

Budget Line(s)				

SAMPLE

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Line #	Cost Category	Total Project Cost	Grant Funds	Other Funds	Other Funds Source
	Architectural/Engineering Services	$ 0.00			Grantee
	Construction/Improvement of Public Roadways				Grantee
	Total	**$ 0.00**	**$ 0.00**	**$ 0.00**	

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

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

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

SAMPLE

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	Total	**$ 0.00**	**$ 0.00**	**$ 0.00**	

3. OPTION LETTER EFFECTIVE DATE:

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

SAMPLE

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EXHIBIT B – SCOPE OF PROJECT (SOP)

1. PURPOSE

1.1. Local Planning Capacity. The purpose of the Local Planning Capacity (LPC) grant program is to provide funding to local governments to increase the capacity of their planning departments responsible for processing land use, permitting, and zoning applications for housing projects. "Fast Track" or expedited review of affordable housing projects is a top priority to increase the number of units built. Grant Funds may be used to support new staff wages, hiring consultants, implementing new systems and technologies, revising land use development codes, regional collaborations, and tracking, documentation of Prop 123 goals, and other planning efforts that generally advance affordable housing goals.

2. DESCRIPTION OF THE PROJECT(S) AND WORK

2.1. Project Description. The Project is a multi-jurisdictional effort that consists of implementing housing strategies recommended in the Hinsdale County/Lake City comprehensive housing plan, and related efforts to generally advance affordable housing goals in Lake City and Hinsdale County, Colorado.

2.2. Work Description. The Town of Lake City (Grantee) acting as lead fiscal agent, will hire a qualified consultant to implement housing strategies from the recently completed comprehensive housing plan, including establishing a multi-jurisdictional housing authority and housing trust fund, identifying potential intergovernmental partnerships, drafting template deed restrictions and other compliance systems, developing affordable housing programs and qualification systems, developing affordability covenants and tenant eligibility guidelines, drafting and coordinating adoption of a fee waiver policy for deed-restricted housing, identifying acquisition/rehab opportunities for housing preservation, grant writing and management of housing-related funding opportunities, drafting local policies to become certified ADU supportive jurisdictions, drafting an ADU incentive program, developing sustainable revenue projections, developing a fiscal impact analysis, supporting public outreach related to sustainable housing funding, and tracking/documentation of Proposition 123 goals.

Grantee will conduct a robust community engagement process that ensures participation by all key stakeholders, especially underrepresented voices, and residents or local workers who are considered housing cost-burdened. Grantee will complete quarterly performance metric reporting in a form provided by DOLA.

Additionally, at Project Closeout, a Final Informal Memo will be submitted that identifies the following: 1) description of the Grantee's approach to achieving Proposition 123 goals;

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2) the outcome of that effort, including whether new policies were formally adopted; 3) any other project outcomes that impacted the Grantee's Prop 123-related goals; 4) description of community engagement efforts; 5) the number of affordable housing units that were either permitted or preserved during the grant period; 6) the degree to which this grant has had an impact on Grantee's affordable housing efforts; and 7) any lessons learned.

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

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

2.4. Recapture of Advanced Funds. To maximize the use of Grant Funds, the State shall evaluate Grantee's expenditure of the Grant Funds for timeliness and compliance with the terms of this Grant. DOLA reserves the right to recapture advanced Grant Funds when Grantee has not or is not complying with the terms of this Grant.

2.5. Eligible Expenses. Eligible expenses shall include: consultant fees, RFP/bid advertisements, attorney's fees, and Direct costs.

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3. DEFINITIONS

3.1. Project Budget Lines.

3.1.1. "Consultant Services" means consultant fees, RFP/bid advertisements, and attorney's fees.

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4. DELIVERABLES

4.1. Outcome. The final outcome of this Grant is the submission of any related reports or work product funded by this Grant, documentation from stakeholder engagement outcomes, and related efforts to achieve Proposition 123 requirements in Lake City and Hinsdale County, Colorado. In addition, a Final Informal Memo will be submitted to DOLA as a Final Report.

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Submit documentation of new policy adoption.	Within 30 days after formal adoption.
Submit Quarterly Pay Requests	**See §4.5.2 below**
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***State fiscal year runs July 1 – June 30 annually. Grantee must request reimbursement for all eligible costs incurred during a State fiscal year by July 15 annually.**

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

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must have signature authority to bind the Grantee and must provide evidence of such authority.

5.2. Other Key Personnel. Sandy Hines, County Administrator, (administrator@hinsdalecountycolorado.us). Such key personnel shall be updated through the process in **§5.3**.

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

5.4. DLG Program Manager: Robyn DiFalco, (720) 682-5202, (robyn.difalco@state.co.us).

5.5. DLG Program Assistant: Jessica Rupe, (720) 557-4902, (jessica.rupe@state.co.us).

6. FUNDING

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

6.1. Matching/Other Funds. Match is not required. Initial estimates of Grantee's contribution are noted in the "Other Funds" column of **§6.2** below. Increases to Grantee's contribution to Total Project Cost do not require modification of this Intergovernmental Grant Agreement and/or **Exhibit B**.

6.2. Budget

Budget Line(s)		Total Project Cost	Grant Funds	Other Funds	Other Funds Source
Line #	Cost Category				
	Consultant Services	$100,000	$100,000	$0	Grantee
	Total	**$100,000**	**$100,000**	**$0**	

7. PAYMENT

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

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

Docusign Envelope ID: 3B62363F-0EBF-8E30-8083-4C257949BB9E

Payment	Amount	
Interim Payment(s)	$95,000	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	$5,000	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total	**$100,000**	

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

8. ADMINISTRATIVE REQUIREMENTS

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

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

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

8.2. Monitoring. DOLA shall monitor this Work on an as-needed basis. DOLA may choose to audit the records for activities performed under this Grant. Grantee shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an executed Grant. Such books and records shall contain documentation of the Grantee's pertinent activity under this Grant in accordance with Generally Accepted Accounting Principles.

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

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

Docusign Envelope ID: 3B62363F-0EBF-8E30-8083-4C257949BB9E

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

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

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

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

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

9.1. Plans & Specifications. Construction plans and specifications shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Grantee through a competitive selection process.

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

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

9.4. Standards. Grantee, Subgrantees and Subcontractors shall comply with all applicable statutory design and construction standards and procedures that may be required, including the standards required by Colorado Department of Public Health and Environment, and shall provide the State with documentation of such compliance.

COLORADO
Department of Local Affairs
Division of Local Government

Grant Management & Reporting Guidance for Local Planning Capacity Grantees

DLG Grants Portal

Grantees access and manage grant reporting through the DLG Grants Portal. Multiple people can access the grant project in the portal, but each person must have a separate account. If you have an existing account, simply a request to be associated with your new grant project number. The portal administrator will approve requests within 24-48 hours. If you need help with the portal, please call (303) 864-7720 or email dola_dlg_helpdesk@state.co.us.

Video Tutorial: How to Create an Account and Request Project Associations

- Creating a new account (begins at minute 2:22)
- Requesting to be associated with a grant project (begins at minute 8:15)

Online Resources for LPC Grantees

The LPC Grant Program website includes a subpage called **Resources for LPC Grantees** including procurement guidance, this Grant Management Guidance document, reporting forms, and recordings of recent New Grantee Orientation meetings. https://dlg.colorado.gov/LPC-grantee-resources

Procurement Guidance

Grantees should follow their own procurement rules and be sure to document their procurement process. DOLA has provided this Procurement Guidance document with additional information.

Reporting Requirements

LPC Grantees must submit either monthly or quarterly reports throughout the term of the grant agreement. The grant agreement will indicate whether monthly or quarterly reporting is required.

- Monthly: Grantees with Personnel Services as a budget line item must submit reports monthly
- Quarterly: Grantees without Personnel as a budget line item must submit quarterly reports

Reports are due by the 30th of the month following the end of each period.

- Grantees must submit reports every period, even if there was minimal activity or no expenses incurred during the reporting period.
- In the early months, it is acceptable to report $0 however, monthly invoicing by consultants is required so that grantees can report expenses within a few months after they occur.
- If grant-related work occurred during the reporting period, the expenses must be reported.
- It is not allowable to submit all expenses as a batch upon completion of the project.

Service Dates vs Period Dates

The period dates usually match the overall reporting period, such as April 1 - June 30 for the second quarter. Whereas the service dates entered in the portal must reflect the date range that work actually occurred. For example, if you have two consultant invoices showing work from March 25 - April 30 and

May 1-31, then the service dates would be reported as March 25 - May 31. Payments often happen after the reporting period but the report should include the majority of expenses for the work that occurred within that reporting period.

Reports must include these components:

1. **Quarterly Narrative Status Update** – Submit report through this Google Form quarterly. A short list of questions is provided in the "LPC Report Forms" spreadsheet so that grantees can prepare responses, then copy/paste into the Google Form. These narrative reports can be relatively brief.
2. **Request for Reimbursement (RFR) Form** – DOLA has provided two versions of this form and grantees may use whichever version you prefer.
    - The Excel spreadsheet is for reporting expenditures and calculating the reimbursement amounts and the grantee match. This version meets most digital accessibility standards.
    - The fillable PDF version of this form meets all digital accessibility standards.
    - The RFR form must be signed by the Responsible Administrator (named in your grant agreement) and uploaded in the portal.
3. **Documentation of expenses and proof of payments** – Always required.
    - Consultant invoices should clearly reference the LPC grant or project name and provide a brief description of grant-related activities that occurred each period. Descriptions must be sufficient to verify that the activities are eligible for reimbursement.
    - Consultant invoices must always show the date range that work occurred. (These are the "service dates" that must be entered in the grants portal.)
    - Documentation for reimbursable expenses must also be included, such as receipts for travel expenses or other direct costs.
    - Proof of payment is always required, showing payment from grantee to consultant, and from consultant to subconsultant (if applicable). This could be a copy of the check issued or electronic payment statement.
4. **Personnel Action Report (PAR) Form** – This monthly log of grant-related activities is required only for grantees with Personnel Services as a budget line item. Descriptions of activities should be brief yet sufficient to demonstrate that the activities are clearly grant-related. The PAR must be signed by the employee and supervisor, and accompanied by a copy of the paycheck stub and/or timesheet.

Video Tutorials on Interim Reporting:

- Completing an RFR Form (7 mins) Note: *This video shows a slightly different RFR form.*
- Report / Reimbursement requests in Portal (19 mins)

Reviewing your Grant Agreement:

A copy of your executed grant agreement is available for download in the DLG Grants Portal. Please read your grant agreement carefully to understand all terms and conditions. In particular, make sure to review the following sections of your grant agreement which define your scope of work, eligible expenses, allowable activities, and required deliverables.

EXHIBIT B. Scope of Project

Section 2.1. Project Description.

This statement summarizes your project in one sentence and will be used by DOLA in annual reports and published on the program website.

Section 2.2. Work Description.

This section provides important details that define the scope of work for your project, and also outline requirements for final reporting.

Section 2.5 Eligible Expenses.

Section 2.5 and section 3.1 both define what is eligible under each line item in your budget. Refer to these sections to determine whether a cost is eligible for reimbursement with grant funds. If you're unsure, contact LPC program staff. (Remember: "Amend before you spend.")

- **Consultant Services:** Consultant fees, RFP/bid advertisements, and attorney's fees.
- **Personnel Services:** includes only program-specific allowable salary and benefits costs
- **Equipment & Software Acquisition costs:** includes freight costs, RFP/Bid advertisement costs, hardware, software and training costs, installation costs, and attorney's fees.
- **2.5.1. Direct Costs** are those that are identified as program-specific allowable costs of implementing the grant program objective.
- **2.5.2. Ineligible expenses** include job posting or recruitment costs, indirect overhead or general operating costs, housing construction, pre-development costs, lobbying, entertainment, food, or other items typically not allowed under 2 CFR 200 Cost Principles. Grant Funds may not be used to cover legal costs to defend.

Section 3. DEFINITIONS – See also 2.5 Eligible Expenses & 3.1. Project Budget Lines.

Section 4. DELIVERABLES

Section 4.1. Outcome.

At grant closeout, the items listed in this section should be substantially complete.

The **Final Informal Memo** serves as a final report where grantees will describe project outcomes by responding to the question prompts. (See Final Reports & Grant Closeout.)

Section 4.3. Performance Measures

This Section outlines key milestones and deliverables to share with DOLA staff at the beginning, middle, or end of the grant period. Your grant agreement may list some of all of the following milestones:

Provide DOLA with baseline data on pre-grant estimated development review time for affordable housing projects (template provided by DOLA)	Within 1 month after execution of this grant agreement
Begin procurement process or Contractor mobilization	Within 3 months after execution of this grant agreement
Provide DOLA a copy of Consultant Agreement or Consultant Scope of Work.	Within 14 days after contractor agreement is signed
Provide DOLA a copy of Job Description for an employee that will be paid with grant funds.	At least 7 days before employee begins grant-related activities
Submit draft deliverables (land use/zoning code or policy updates, reports/analysis/studies) to DOLA for review prior to adoption	Within 7 days before a public hearing is scheduled
Documentation of new policy adoption, and/or efforts to explore, adopt, or implement policies that expedite review of affordable housing	Within 30 days after formal adoption
Submit final deliverables, final report, and final pay request	Within 90 days after the completion of the Project.

For example, drafts of proposed land use code revisions, consultant studies/reports, or ordinances proposed for adoption should be shared with DOLA staff. These can be shared via email at any time during grant implementation, not necessarily with monthly or quarterly reporting.

- DOLA requests a copy of your Consultant Agreement or Scope of Work to help grantees avoid a scenario where the consultant has completed work that is ineligible for reimbursement, leaving the grantee responsible for expenses they did not expect.
- It is important to note whether consultants are also conducting separate work on behalf of the Grantee that is outside the scope of the LPC grant.
- Grantees with Personnel Services: A job description for the employee working on and being paid by LPC funds must be provided. If a current employee's position will be modified to encompass this new work, please include both job descriptions (new and old) to clearly delineate the change in job duties.

Section 4.4. Budget Line Adjustments.

There is a spending cap in each budget line item that can not be exceeded without amending the grant agreement. You may request to move grant funds between and among budget lines. This request must be made in writing, and requires an amendment to your grant agreement. At grant closeout it may be possible for the remainder in one budget line item to cover expenses in another line item. (See also: Section 6. Budget)

Section 4.5. Quarterly/Monthly Pay Request and Status Reports. (See page 1.)

Section 4.6. DOLA Acknowledgement and use of DOLA Logos. The Grantee agrees to acknowledge the Colorado Department of Local Affairs in any and all materials or events designed to promote or educate the public about the Work and the Project, including but not limited to: press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

DOLA program staff will provide logos in various file types upon request.

Section 6.1. Matching/Other Funds.

Most LPC grantees have a local match requiring at least 20% of the Total Project Cost (unless an alternate match is specified in the grant agreement). Normally, each expense is split 80/20 on the Request for Reimbursement form, with DOLA reimbursing 80% of each expense and the remainder is the local match. In rare instances, there may be a reason to calculate the match differently on the RFR form.

Section 6.2. Budget. This table shows each budget line item, the project total and the local match.

Section 7.1. Payment Schedule.

There is a 5% retainage which cannot be paid until the project is deemed "substantially complete" and all deliverables and final reporting have been received by DOLA. If you're nearing the retainage amount but are not quite ready for grant closeout, subtract the retainage from the reimbursement column in the Request for Reimbursement form. This will allow reimbursement of up to 95% of the awarded grant funds until the project is substantially complete and ready for grant closeout.

Share photos, media coverage & other visuals

DOLA staff request that grantees share photos, news coverage and other visual materials as available, such as photos or promotional materials from community engagement events, or local news coverage about the grant project. This helps us highlight the important work being achieved by communities across the state.

Final Reports & Grant Closeout:

Reach out to LPC program staff when the project is nearing "substantial completion" for help with grant closeout.

Grant agreement expiration date:

All funds must be spent prior to this date. All reporting and final pay request must be submitted to DOLA within 90 days of this date.

Close-Out and De-obligation of Grant Funds:

Grantee shall close out this Grant no later than 90 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Intergovernmental Grant Agreement and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs (retainage) until all final documentation has been submitted and accepted by the State as substantially complete. Any Grant Funds remaining after submission and payment of Grantee's final reimbursement request are subject to de-obligation by the State.

- The **Final Informal Memo** serves as a final report. Grantees create this final report as a memo, addressing the following prompts to report on project outcomes (see Section 2.2):
    1. Description of the Grantee's approach to expedited review of affordable housing;
    2. the outcome of that effort, including whether new policies were formally adopted and an assessment of how effectively this approach has been at reducing the amount of time required for review;
    3. any other project outcomes that impacted the Grantee's Prop 123-related goals;
    4. description of community engagement efforts;
    5. the number of affordable housing units that were either permitted or preserved during the grant period;
    6. the degree to which this grant has had a transformative impact on Grantee's affordable housing efforts; and
    7. any lessons learned.

Extensions or Amendments may be granted by written request of the Chief Elected Official. A request for extension or amendment must be submitted at least 6 weeks prior to the grant expiration date, in order to allow time for amendment processing.

LPC Program Staff Contact Info:

Program Manager Robyn DiFalco robyn.difalco@state.co.us 720-682-5202
Program Assistant Jessica Rupe jessica.rupe@state.co.us 720-557-4902

Exhibit C
Schedule of Charges

Attached.

Exhibit C: Schedule of Charges

Phase 1 Housing Plan Implementation

Professional Services Agreement between the Town of Lake City, Hinsdale County and Western Spaces, LLC
RFP 2026-HOUSING-01

October 26, 2026

Fee

The total fee is not to exceed $100,000, including all labor, travel, subconsultant and legal time and expenses. Tasks follow Exhibit A. The fee by task follows the proposal of July 15, 2026 and the team update of October 6, 2026.

Fee by task

Task	Not to exceed	Lead
A. Governance and Organizational Implementation	$28,000	Western Spaces, with legal support
B. Grant Writing and Grant Administration	$26,000	Western Spaces
C. Policy Implementation	$22,000	Dynamic Planning + Science
D. Sustainable Revenue Development	$12,000	Western Spaces
E. Project Management and Reporting	$12,000	Dynamic Planning + Science on site; Western Spaces reports
Total	**$100,000**	

Source: Western Spaces proposal, July 15, 2026, Section G; team update, October 6, 2026.

Hourly rates

Billing rates, 2026–2027

Person	Firm	Rate per hour
Sarah Brown McClain	Western Spaces, LLC	$225
Ethan Mobley, AICP	Dynamic Planning + Science	$175
Raini Ott, AICP, CFM	Dynamic Planning + Science	$140

Source: Western Spaces proposal, July 15, 2026; team update, October 6, 2026.

Rates hold for the term of the agreement. Legal support from Sullivan Green Seavy Jarvis LLC is billed inside Task A and the total fee.

Invoicing

Western Spaces will invoice the Town, as the Clients' administrative representative, by the 24th of each month, as Section IV of the agreement sets out. Each invoice will list, by task, the date, description of services, hours, person and rate, with the service dates the Department of Local Affairs needs for grant LPC-IN-922. There are no separate reimbursable expenses: travel, subconsultant and legal time sit inside the hourly fees and the total.

Key Personnel, Subcontractors and Subconsultants

Project team

Person	Firm and role	Responsibilities
Sarah Brown McClain	Western Spaces, LLC (prime). Project lead and the Town's point of contact	Housing Authority and Trust Fund design, revenue, grants, monthly reporting
Raini Ott, AICP, CFM	Dynamic Planning + Science (subconsultant)	Policy and code: fee waiver, ADU guidance, deed-restriction templates, compliance systems
Ethan Mobley, AICP	Dynamic Planning + Science (subconsultant)	On site in Lake City for kickoff, board and joint sessions; coordination with Town and County staff
Sullivan Green Seavy Jarvis LLC	Legal subconsultant, as needed	Formation documents and code. Town counsel keeps final legal review, as in Addendum No. 1

Source: team update, October 6, 2026.

Firms

- **Western Spaces, LLC**, 95 Huckleberry Ln, Steamboat Springs, CO 80487. Sarah Brown McClain, President; sarah@westernspaces.co; 970-275-3154.
- **Dynamic Planning + Science**, 19235 Highway 550, Montrose, CO 81403. Ethan Mobley, Owner; ethan@dynamicplanning.co.
- **Sullivan Green Seavy Jarvis LLC**, legal support as needed.

Workers' compensation

Western Spaces, LLC is a single-member limited liability company. Its sole member is its only worker; it has no employees and does no construction work, so it is not required to carry workers' compensation under Colorado law. If Western Spaces takes on employees, it will obtain coverage as state law requires. Dynamic Planning + Science carries workers' compensation and will provide its own certificate.

Sarah Brown McClain
President, Western Spaces, LLC