



**REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE**

**MONDAY, JANUARY 13, 2025
7:00 PM**

Individuals Requiring Special Accommodations Should Notify the City's ADA Coordinator at (719) 553-2295 by Noon on the Friday Preceding the Meeting.

A. CALL TO ORDER

President Mark Aliff

B. INVOCATION

AJ Colletti, Cowboy Minister

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

E. ELECTION OF 2025 OFFICERS

Election of President - Elected council member assumes presidency - Election of Vice-President - President appoints Executive Committee Chairperson

F. SPECIAL RECOGNITIONS

F1 Proclamation Presentation: "Dr. Martin Luther King, Jr. Day - January 20, 2025" - Roxana Mack & NAACP Executive Committee

G. PUBLIC FORUM

H. COUNCIL MEMBER AND MAYOR COMMENTARY

I. REVIEW AND APPROVAL OF AGENDA

J. READING AND APPROVAL OF MINUTES

Motion to dispense with the reading and approve the Minutes of the Regular Meeting dated December 23, 2024, as distributed.

J1 City Council Meeting Minutes December 23, 2024

K. CONSENT AGENDA

All items listed in this portion of the agenda are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilperson so requests; in which event, the item will be removed from the Consent Agenda and considered under the Regular Agenda. Unless otherwise indicated, titles are self-explanatory.

L. COMMUNICATIONS

L1 Minutes of the Planning and Zoning Commission Regular Meeting or 11/13/2024

M. RESOLUTIONS

- M1 A Resolution authorizing the issuance of a revocable permit (REV-24-36) to BIF IV Intrepid Opco., LLC., for the purpose of allowing an authorized structure to be within the permitted area until termination or revocation of this revocable permit for use of the existing city bridge over I-25 and the railroad between Elm Street and Taylor Avenue
- M2 A Resolution approving an agreement between Neighborhood Housing Services of Pueblo, Inc., DBA Neighborworks of Southern Colorado, Inc., a Colorado non-profit corporation and the City of Pueblo, a Colorado Municipal Corporation, for the conveyance of property, and authorizing the Mayor to execute same
- M3 A Resolution rescinding Resolution NO 14299, establishing a Community Commission on Housing and Homelessness and appointing co-chairs and members thereto, and authorizing the Mayor to execute same
- M4 A Resolution designating public places for the posting of notice of meetings for the Pueblo City Council for the year 2025
- M5 A Resolution designating a public place for the posting of notice of meetings for all boards, commissions, and committees of the City of Pueblo for the year 2025
- M6 A Resolution confirming the appointment by the Mayor of Thomas Luchin to serve a three-year term expiring December 1, 2027, on the Pueblo Human Relations Commission
- M7 A Resolution adopting the 2025 City of Pueblo Three-Mile Annexation Plan for the City of Pueblo for the purposes of Annexation as required by the Municipal Annexation Act of 1965 and rescinding all Annexation Master Plans previously adopted
- M8 A Resolution awarding an Agreement for Professional Electrical Services in the amount of \$10,500.00 to Sun Valley Contractors, LLC, A Colorado Limited Liability Company, for Project No. 24-141 29th Street Pump Station Electrical Evaluation and authorizing the purchasing agent to execute the same
- M9 A Resolution approving compensation with respect to legal services agreement with Berg, Hill, Greenleaf, Ruscitti LLP

N. ORDINANCES – FIRST PRESENTATION

- N1 An Ordinance approving an agreement in the amount of one hundred thousand dollars to provide eviction prevention assistance between The County of Pueblo and The City of Pueblo, a Colorado Municipal Corporation, and authorizing the Mayor to execute same
- N2 An Ordinance amending section 17-2-2, section 17-4-15 and section 17-4-51 of Chapter 4 of Title XVII of the Pueblo Municipal Code relating to natural medicine
- N3 An Ordinance approving a Cooperation Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the U.S. Environmental Protection Agency in the amount of \$750,000, establishing project number PL2501, and budgeting and appropriating funds in the amount of \$750,000 relating to the EPA Brownfields Multipurpose Grant, and authorizing the Mayor to execute same
- N4 An Ordinance amending the fiscal year 2025 Staffing Ordinance by converting three (3) full-time vacant Fire Fighter positions within the authorized staffing of the Fire Department
- N5 An Ordinance relating to and providing for an enhanced tuition reimbursement program for City Employees

- N6 An Ordinance annexing unincorporated land commonly known as the Pueblo Recreation Resort Filing No. 1 Annexation to the City of Pueblo described as 79.80-acres of land located north of State Highway 78, southwest of Ventana Subdivision, Filing No. 1, and east of the Southside Landfill
- N7 An Ordinance annexing unincorporated land commonly known as the Pueblo Recreation Resort Filing No. 2 Annexation to the City of Pueblo described as 219.76-acres of land located southwest of Ventana Subdivision, Filing No. 1, and west of the Westmoor Subdivision of unincorporated Pueblo County

O. APPROVAL OF CONSENT AGENDA

I move to receive and file the minutes of the Planning and Zoning Commission approve all Resolutions Set Forth in the Consent Agenda; Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for January 27, 2025, and Order the Ordinances to be published BY TITLE.

P. REGULAR AGENDA

Q. RESOLUTIONS

- Q1 A Resolution authorizing payment from the Council Contingencies account in the 2024 general fund budget to Boys & Girls Club of Pueblo County in the amount of \$2,000 to sponsor a table at the Boys & Girls Clubs of Pueblo County Champions of Youth Dinner at the Pueblo Convention Center on Thursday March 13, 2025 at 5:30 pm

R. ORDINANCES – FINAL PRESENTATION

- R1 An Ordinance approving and accepting a grant agreement and applicable conditions pertaining thereto with the Colorado Department of Local Affairs (DOLA) for the "Energy & Mineral Assistance Program" grant, in the amount of \$1,000,000.00 from November 26, 2024 through June 30, 2026, establishing project number PS2410, budgeting and appropriating funds into project PS2410 and authorizing the Mayor to execute same - *Introduced December 23, 2024 by Councilor Regina Maestri*
- R2 An Ordinance approving and accepting a grant award letter and applicable conditions pertaining thereto with the Colorado Department of Public Safety, Division of Criminal Justice for the "Byrne State Crisis Intervention Program" grant, in the amount of \$301, 648, from November 1, 2024 through December 31, 2025, establishing project number PS2411, budgeting and appropriating funds into project number PS2411, and authorizing Mayor to execute same - *Introduced December 23, 2024 by Councilor Regina Maestri*
- R3 An Ordinance approving and accepting a U.S. Department of Justice 2024 Edward Byrne Memorial Justice Assistance (2024 JAG) grant, Award #15PBJA-24-GG-05212-JAGX, and applicable conditions pertaining thereto, establishing project number PS2412, budgeting and appropriating funds not to exceed \$104,034.00, authorizing Mayor to execute same and related certifications, assurances, and other documents, approving and ratifying the September 9, 2024, Memorandum of Understanding concerning receipt and disbursement of funds, and authorizing Mayor to execute same and ratifying their signature thereto - *Introduced December 23, 2024 by Councilor Regina Maestri*
- R4 An Ordinance approving and accepting a grant agreement for the City of Pueblo from The Colorado Health Foundation, authorizing the Mayor to execute the same, establishing Project No. CI2458, and budgeting and appropriating funds in the amount of \$545,457.00 to Project No. CI2458 - *Introduced December 23, 2024 by Councilor Regina Maestri*
- R5 An Ordinance approving a license agreement between the City of Pueblo, a Colorado Municipal Corporation, and Falcon Broadband, LLC., a Colorado Limited Liability Company

dba, Stratus IQ - *Introduced December 23, 2024 by Councilor Regina Maestri*

- R6 An Ordinance approving a Memorandum of Understanding (MOU) and amendment to the Collective Bargaining Agreement (CBA) between the City of Pueblo, a Colorado Municipal Corporation, and the International Association of Firefighters (IAFF) Local 3 relating to sick leave verification - *Introduced December 23, 2024 by Councilor Regina Maestri*
- R7 An Ordinance amending Chapter 5 of Title II of the Pueblo Municipal Code relating to the Pueblo Commission on Energy - *Introduced December 23, 2024 by Councilor Regina Maestri*
- R8 An Ordinance amending Pueblo Municipal Code Section 11-4.5-4 Animal Holding Periods - *Introduced December 23, 2024 by Councilor Regina Maestri*

S. ADJOURN



**REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE
MONDAY, DECEMBER 23, 2024 - 7:00 PM
MINUTES**

A. CALL TO ORDER

President Aliff called the meeting to order at 7:00 pm.

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

Council Members Present: Mark Aliff, Brett Boston, Dennis Flores, Roger Gomez, Joe Latino, Regina Maestri, Sarah Martinez.

Council Members Present via Zoom: None.

Council Members Absent: None.

Administrative Staff Members Present: Mayor Heather Graham, Chief of Staff Brian McCain, City Attorney Carla Sikes, Deputy City Clerk Vincent Petkosek.

E. SPECIAL RECOGNITIONS

F. PUBLIC FORUM

- * Ken Danti appeared in person and spoke about energy.
- * Ted Freeman appeared in person and spoke about the future in 2025.
- * Elvis Martinez appeared in person and spoke about end of year speech and City Council.
- * Sandra Sherrer appeared in person and spoke about presentations and the shelter.
- * Margo Harriman appeared in person and spoke about pro-life.
- * Brett Verna appeared in person and spoke about the bathhouse and restrooms.

G. COUNCIL MEMBER AND MAYOR COMMENTARY

Council members expressed comments regarding community-related issues and events/functions they attended.

H. REVIEW OF AGENDA

The agenda was reviewed page by page.

I. APPROVAL OF AGENDA

Councilor Boston, seconded by Councilor Gomez, moved to move M1 to the start of the regular

meeting and to approve the amended agenda as distributed.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion 7-0.

J. READING AND APPROVAL OF MINUTES

Councilor Boston, seconded by Councilor Gomez, moved to dispense with the reading and approve the amended meetings minutes from **November 25, 2024**, and Minutes of the Regular Meeting dated **December 9, 2024**, as distributed.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion 7-0.

J1 AMENDED CITY COUNCIL MINUTES NOVEMBER 25, 2024

J2 CITY COUNCIL MINUTES DECEMBER 9, 2024

K. CONSENT AGENDA

Deputy City Clerk Vincent Petkosek read the Consent Agenda into the record.

L. COMMUNICATIONS

M. RESOLUTIONS

M2 A RESOLUTION AWARDED A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$106,010 TO A5 CONSTRUCTION FOR PROJECT NO. 24-131, CONCRETE IMPROVEMENTS - BONFORTE BOULEVARD PHASE 2, SETTING FORTH \$15,990 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as 15851.

M3 A RESOLUTION AUTHORIZING PAYMENT IN THE AMOUNT OF \$100,000 FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT FOR THE PURCHASE OF VEHICLES, AS AUTHORIZED BY SECTION 603(C)(1)(C) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6

This Resolution was assigned as 15852.

M4 A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF \$85,466.00 BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND RESPEC COMPANY, LLC, A SOUTH DAKOTA LIMITED LIABILITY COMPANY, FOR PROJECT NO. 24-098 STATE FAIR AND BESSEMER NEIGHBORHOOD DRAINAGE IMPROVEMENTS DESIGN AND ANALYSIS AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

This Resolution was assigned as 15853.

M5 A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$77,494.53 TO CUMBRE SOLUTIONS, LLC, FOR PROJECT NO. 24-137, CONCRETE TRAIL REPAIRS, SETTING FORTH \$22,505.47 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as 15854.

M6 A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$59,434 TO INDUSTRIAL CONSTRUCTORS /MANAGERS, INC. AND SETTING FORTH \$5,943 FOR CONTINGENCIES AND ADDITIONAL WORK FOR PROJECT NO. 24-061 (WWAN04) FY2024 WASTEWATER SECONDARY CLARIFIER #1 AR PLATE REPLACEMENT AT THE JAMES R. DIORIO WATER RECLAMATION FACILITY AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME.

This Resolution was assigned as 15855.

M7 A RESOLUTION UNOBLIGATING \$26,562.97 FROM TWO SEPARATE PROJECTS IN PROJECT CI2113 – AMERICAN RESCUE PLAN ACT AND REOBLIGATING THE FUNDS TO THE I.T. FIBER EXPANSION FOR THE EAST FIRE STATION #6 PROJECT AS AUTHORIZED BY THE AMERICAN RESCUE PLAN ACT AND THE U.S. TREASURY FINAL RULE 31 CFR 35

This Resolution was assigned as 15856.

M8 A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$18,053.75 TO CORNEJO MATERIALS, FOR PROJECT NO. 24-127, CONCRETE IMPROVEMENTS - 410 HARRISON STREET, SETTING FORTH \$2,700.00 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as 15857.

M9 A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$10,327 TO CEDAR RIDGE LANDSCAPE, INC., FOR PROJECT NO. 24-092, CONCRETE IMPROVEMENTS - 2711 WITHERS AVENUE, SETTING FORTH \$2,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as 15858.

M10 A RESOLUTION ESTABLISHING PROJECT NO. PL2403, PUEBLO SUPPLEMENTAL PLANNING AND DEMONSTRATION IN ADVANCE OF THE PUEBLO SUPPLEMENTAL PLANNING AND DEMONSTRATION SS4A GRANT, TRANSFERRING FUNDS IN THE AMOUNT OF \$9,829.80 FROM THE WAGES/POLICE SERVICE SALARY SAVINGS ACCOUNT 101-20-2010-20-51030 FOR THE FUTURE PURCHASE OF LIGHT DETECTION AND RANGING (LIDAR) TECHNOLOGY

This Resolution was assigned as 15859.

M11 A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$8,530.00 WITH MILLER PIPELINE, LLC., FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 9 TWEED LN., PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING AGENT'S

EXECUTION OF THE SAME

This Resolution was assigned as 15860.

M12 A RESOLUTION APPROVING AND ACCEPTING THE CANVASS AND ABSTRACT OF VOTES CAST AT THE SPECIAL MUNICIPAL ELECTION HELD ON NOVEMBER 5, 2024 AS PART OF A COORDINATED ELECTION WITH PUEBLO COUNTY

This Resolution was assigned as 15861.

M13 A RESOLUTION ADOPTING AND APPROVING THE CITY OF PUEBLO ELECTRIC VEHICLE READINESS PLAN DATED NOVEMBER 2024

This Resolution was assigned as 15862.

M14 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF BETH GLADNEY TO SERVE A THREE-YEAR TERM EXPIRING DECEMBER 31, 2027, ON THE HISTORIC ARKANSAS RIVERWALK OF PUEBLO (HARP) AUTHORITY BOARD OF DIRECTORS - CITY APPOINTMENT

This Resolution was assigned as 15863.

M15 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF STEVEN 'CHRIS' NOELLER TO THE POSITION OF DEPUTY MAYOR

This Resolution was assigned as 15864.

M16 A RESOLUTION RATIFYING PACOG'S JOINT APPOINTMENT OF BRANDON MARTINEZ TO THE PUEBLO HUMAN RELATIONS COMMISSION IN THE YOUTH MEMBER POSITION

This Resolution was assigned as 15865.

M17 A RESOLUTION RATIFYING PACOG'S JOINT APPOINTMENT OF MARLENE BROOKS TO THE COMMUNITY SERVICES ADVISORY COMMISSION (CSAC)

This Resolution was assigned as 15866.

N. ORDINANCES – FIRST PRESENTATION

N1 AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE COLORADO DEPARTMENT OF LOCAL AFFAIRS (DOLA) FOR THE "ENERGY & MINERAL ASSISTANCE PROGRAM" GRANT, IN THE AMOUNT OF \$1,000,000.00 FROM NOVEMBER 26, 2024 THROUGH JUNE 30, 2026, ESTABLISHING PROJECT NUMBER PS2410, BUDGETING AND APPROPRIATING FUNDS INTO PROJECT PS2410 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

N2 AN ORDINANCE APPROVING AND ACCEPTING A GRANT AWARD LETTER AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE COLORADO DEPARTMENT OF PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE FOR THE "BYRNE STATE CRISIS INTERVENTION PROGRAM" GRANT, IN THE AMOUNT OF \$301, 648, FROM NOVEMBER 1, 2024 THROUGH DECEMBER 31, 2025, ESTABLISHING PROJECT NUMBER

**PS2411, BUDGETING AND APPROPRIATING FUNDS INTO PROJECT
NUMBER PS2411, AND AUTHORIZING MAYOR TO EXECUTE SAME**

- N3 AN ORDINANCE APPROVING AND ACCEPTING A U.S. DEPARTMENT OF JUSTICE 2024 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE (2024 JAG) GRANT, AWARD #15PBJA-24-GG-05212-JAGX, AND APPLICABLE CONDITIONS PERTAINING THERETO, ESTABLISHING PROJECT NUMBER PS2412, BUDGETING AND APPROPRIATING FUNDS NOT TO EXCEED \$104,034.00, AUTHORIZING MAYOR TO EXECUTE SAME AND RELATED CERTIFICATIONS, ASSURANCES, AND OTHER DOCUMENTS, APPROVING AND RATIFYING THE SEPTEMBER 9, 2024, MEMORANDUM OF UNDERSTANDING CONCERNING RECEIPT AND DISBURSEMENT OF FUNDS, AND AUTHORIZING MAYOR TO EXECUTE SAME AND RATIFYING THEIR SIGNATURE THERETO**
- N4 AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT FOR THE CITY OF PUEBLO FROM THE COLORADO HEALTH FOUNDATION, AUTHORIZING THE MAYOR TO EXECUTE THE SAME, ESTABLISHING PROJECT NO. CI2458, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$545,457.00 TO PROJECT NO. CI2458**
- N5 AN ORDINANCE APPROVING A LICENSE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND FALCON BROADBAND, LLC., A COLORADO LIMITED LIABILITY COMPANY DBA, STRATUS IQ**
- N6 AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) AND AMENDMENT TO THE COLLECTIVE BARGAINING AGREEMENT (CBA) BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF) LOCAL 3 RELATING TO SICK LEAVE VERIFICATION**
- N7 AN ORDINANCE AMENDING CHAPTER 5 OF TITLE II OF THE PUEBLO MUNICIPAL CODE RELATING TO THE PUEBLO COMMISSION ON ENERGY**
- N8 AN ORDINANCE AMENDING PUEBLO MUNICIPAL CODE SECTION 11-4.5-4 ANIMAL HOLDING PERIODS**

O. APPROVAL OF CONSENT AGENDA

Councilor Maestri, seconded by Councilor Gomez, moved to approve all Resolutions Set Forth in the Consent Agenda, Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for January 13, 2025, and Order the Ordinances to be published BY TITLE.

Roll Call – **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion 7-0.

P. REGULAR AGENDA

M1 A RESOLUTION TRANSFERRING FUNDS IN THE AMOUNT OF \$120,000.00 FROM PROJECT ACCOUNT C12406 - JAN '24 MAYORAL RUNOFF ELECTION INTO PROJECT ACCOUNT C12450 - FEASIBILITY CITY ELECTRIC STUDY; AWARDING AN AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES IN THE AMOUNT OF \$300,000.00 TO GDS ASSOCIATES, A GEORGIA CORPORATION AUTHORIZED TO DO BUSINESS IN COLORADO, FOR PROJECT NO. 24-132 CONSULTANT FOR COMPREHENSIVE ENERGY STRATEGY STUDY; AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

A staff report and detailed review of the Resolution was given by Andrew Hayes - Director of Public Works, Heather Graham - Mayor and Carla Sikes - City Attorney.

Councilor Boston, seconded by Councilor Latino, moved to approve the Resolution.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** Councilor Flores, Councilor Gomez. Motion Passed 5-2.

This Resolution was assigned as 15867.

Q. RESOLUTIONS

Q1 A RESOLUTION RESCINDING RESOLUTION NUMBER 13612, ADOPTED FEBRUARY 13, 2017

A staff report and detailed review of the Resolution was given by Harley Gifford, Deputy City Attorney.

Ken Danti appeared in person and spoke against this Resolution

Councilor Boston, seconded by Councilor Gomez, moved to approve the Resolution.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Maestri. **Nays:** Councilor Flores, Councilor Martinez. Motion Passed 5-2.

This Resolution was assigned as 15868.

Q2 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO BESSEMER HISTORICAL SOCIETY, INC. DBA STEELWORKS CENTER OF THE WEST IN THE AMOUNT OF \$1,500 TO SPONSOR THE FACES OF COLORADO FUEL & IRON COMPANY (CF&I) FUNDRAISER AT THE PUEBLO CONVENTION CENTER ON SATURDAY, JANUARY 18, 2025

A staff report and detailed review of the Resolution was given by Brian McCain, Chief of Staff

Councilor Flores, seconded by Councilor Boston, moved to approve the Resolution.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Resolution was assigned as 15869.

R. ORDINANCES – FINAL PRESENTATION

R1 AN ORDINANCE AMENDING THE 2024-2025 PUEBLO URBAN TRANSPORTATION PLANNING PROJECT AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$918,285.43 IN 2025 FOR SAID PROJECT

A staff report and detailed review of the Ordinance was given by Eva Cosyleon, MPO Manager

PUBLIC HEARING:

Seeing no one wished to speak, President Aliff declared the Hearing closed.

Councilor Boston, seconded by Councilor Maestri, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion 7-0.

This Ordinance was assigned as 10860.

R2 AN ORDINANCE APPROVING A DELEGATION AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE PUEBLO AREA COUNCIL OF GOVERNMENTS FOR 2025 TRANSPORTATION PLANNING SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE SAME

A staff report and detailed review of the Ordinance was given by Eva Cosyleon, MPO Manager

PUBLIC HEARING:

Seeing no one wished to speak, President Aliff declared the Hearing closed.

Councilor Boston, seconded by Councilor Latino, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion 7-0.

This Ordinance was assigned as 10861.

R3 AN ORDINANCE ESTABLISHING PROJECT NUMBER PL2402, AND AUTHORIZING THE TRANSFER OF \$24,000 FROM THE PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT PROFESSIONAL SERVICES ACCOUNT INTO PROJECT PL2402, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$24,000 RELATING TO THE PUEBLO AFFORDABLE HOUSING PROCEDURE UPDATES PROJECT

A staff report and detailed review of the Ordinance was given by Scott Hobson, Acting

Director of Planning & Community Development.

PUBLIC HEARING:

Seeing no one wished to speak, President Aliff declared the Hearing closed.

Councilor Boston, seconded by Councilor Latino, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion 7-0.

This Ordinance was assigned as **10862.**

R4 AN ORDINANCE APPROVING A DATA USE AGREEMENT BETWEEN THE PUEBLO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAID AGREEMENT

A staff report and detailed review of the Ordinance was given by Barb Huber, Pueblo Fire Chief.

PUBLIC HEARING:

Seeing no one wished to speak, President Aliff declared the Hearing closed.

Councilor Boston, seconded by Councilor Latino, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion 7-0.

This Ordinance was assigned as **10863.**

R5 AN ORDINANCE ACCEPTING AN EASEMENT AND RIGHT OF WAY FROM THE PUEBLO URBAN RENEWAL AUTHORITY, A BODY CORPORATE AND POLITIC OF THE STATE OF COLORADO, TO THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, FOR THE PURPOSE OF STORM DRAINAGE AND AUTHORIZING EXECUTION THEREOF BY THE MAYOR

A staff report and detailed review of the Ordinance was given by Andrew Hayes, Director of Public Works

PUBLIC HEARING:

Seeing no one wished to speak, President Aliff declared the Hearing closed.

Councilor Boston, seconded by Councilor Latino, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10864.**

R6 AN ORDINANCE APPROVING AN OPERATING AGREEMENT BETWEEN THE

CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND LIFE CONTINUES, LLC DBA SAFESIDE RECOVERY FOR THE TEMPORARY OPERATION OF THE HOMELESS SHELTER AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

A staff report and detailed review of the Ordinance was given by Carla Sikes, City Attorney and Rob Miller, Safeside Recovery

PUBLIC HEARING:

Diane Danti appeared in person and spoke against this Ordinance.

Seeing no one else wishing to speak, President Aliff declared the Hearing closed.

Councilor Boston, seconded by Councilor Martinez, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion 7-0.

This Ordinance was assigned as 10865.

R7 AN ORDINANCE APPROVING A GRANT AWARD AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF NATURAL RESOURCES, TO PROVIDE WILDLAND FIRE MITIGATION CREW TIME TO THE CITY AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

A staff report and detailed review of the Ordinance was given by Barb Huber, Pueblo Fire Chief.

PUBLIC HEARING:

Seeing no one wished to speak, President Aliff declared the Hearing closed.

Councilor Boston, seconded by Councilor Latino, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion 7-0.

This Ordinance was assigned as 10866.

R8 AN ORDINANCE APPROVING A T-HANGAR LEASE AGREEMENT FOR SPACE IN 31501 BRYAN CIRCLE T-HANGAR A AT THE PUEBLO MEMORIAL AIRPORT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND DANIEL J. RAMOS, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

A staff report and detailed review of the Ordinance was given by Greg Pedraza, Director of Aviation.

PUBLIC HEARING:

Seeing no one wished to speak, President Aliff declared the Hearing closed.

Councilor Boston, seconded by Councilor Latino, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as 10867.

R9 AN ORDINANCE APPROVING A T-HANGAR LEASE AGREEMENT FOR SPACE IN 31501 BRYAN CIRCLE T-HANGAR B AT THE PUEBLO MEMORIAL AIRPORT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND MICHAEL R. COOK, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

A staff report and detailed review of the Ordinance was given by Greg Pedraza, Director of Aviation.

PUBLIC HEARING:

Seeing no one wished to speak, President Aliff declared the Hearing closed.

Councilor Boston, seconded by Councilor Latino, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion 7-0.

This Ordinance was assigned as 10868.

R10 AN ORDINANCE APPROVING A T-HANGAR LEASE AGREEMENT FOR SPACE IN 31501 BRYAN CIRCLE T-HANGAR C AT THE PUEBLO MEMORIAL AIRPORT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PHILIP SMITH, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

A staff report and detailed review of the Ordinance was given by Greg Pedraza, Director of Aviation.

PUBLIC HEARING:

Seeing no one wished to speak, President Aliff declared the Hearing closed.

Councilor Boston, seconded by Councilor Latino, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as 10869.

R11 AN ORDINANCE APPROVING A T-HANGAR LEASE AGREEMENT FOR SPACE IN 31501 BRYAN CIRCLE T-HANGAR D AT THE PUEBLO MEMORIAL AIRPORT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND KRISTIAN NARVESON, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

A staff report and detailed review of the Ordinance was given by Greg Pedraza, Director of Aviation.

PUBLIC HEARING:

Seeing no one wished to speak, President Aliff declared the Hearing closed.

Councilor Boston, seconded by Councilor Latino, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as 10870.

R12 AN ORDINANCE APPROVING A T-HANGAR LEASE AGREEMENT FOR SPACE IN 31501 BRYAN CIRCLE T-HANGAR F AT THE PUEBLO MEMORIAL AIRPORT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND ANTHONY W. WODISHEK AND MARK A. WODISHEK, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

A staff report and detailed review of the Ordinance was given by Greg Pedraza, Director of Aviation.

PUBLIC HEARING:

Seeing no one wished to speak, President Aliff declared the Hearing closed.

Councilor Boston, seconded by Councilor Latino, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as 10871.

R13 AN ORDINANCE APPROVING A T-HANGAR LEASE AGREEMENT FOR SPACE IN 31501 BRYAN CIRCLE T-HANGAR G AT THE PUEBLO MEMORIAL AIRPORT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND KENNETH SHARP, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

A staff report and detailed review of the Ordinance was given by Greg Pedraza, Director of Aviation.

PUBLIC HEARING:

Seeing no one wished to speak, President Aliff declared the Hearing closed.

Councilor Boston, seconded by Councilor Latino, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as 10872.

R14 AN ORDINANCE APPROVING A T-HANGAR LEASE AGREEMENT FOR SPACE IN 31501 BRYAN CIRCLE T-HANGAR H AT THE PUEBLO MEMORIAL AIRPORT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND MICHAEL R. COOK, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

A staff report and detailed review of the Ordinance was given by Greg Pedraza, Director of Aviation.

PUBLIC HEARING:

Seeing no one wished to speak, President Aliff declared the Hearing closed.

Councilor Boston, seconded by Councilor Latino, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as 10873.

R15 AN ORDINANCE APPROVING A T-HANGAR LEASE AGREEMENT FOR SPACE IN 31501 BRYAN CIRCLE T-HANGAR I AT THE PUEBLO MEMORIAL AIRPORT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND MICHAEL CARTER, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

A staff report and detailed review of the Ordinance was given by Greg Pedraza, Director of Aviation.

PUBLIC HEARING:

Seeing no one wished to speak, President Aliff declared the Hearing closed.

Councilor Boston, seconded by Councilor Latino, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as 10874.

S. QUASI-JUDICIAL PROCEEDINGS

S1 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 710 WEST 4TH STREET FROM B-4, CENTRAL BUSINESS ZONE DISTRICT TO S-1, GOVERNMENT USE ZONE DISTRICT

A staff report and detailed review of the Ordinance was given by Scott Hobson, Acting Director of Planning & Community Development.

Mr. Hobson requested that the Planning & Zoning documents for this item, Case # Z2418 dated November 18, 2024, be made part of the record for this hearing. So ordered by President Aliff.

PUBLIC HEARING:

Seeing no one wished to speak, President Aliff declared the Hearing closed.

Councilor Boston, seconded by Councilor Latino, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10875**.

S2 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 724 AND 728 WEST 4TH STREET FROM B-4, CENTRAL BUSINESS ZONE DISTRICT TO S-1, GOVERNMENT USE ZONE DISTRICT

A staff report and detailed review of the Ordinance was given by Scott Hobson, Acting Director of Planning & Community Development.

Mr. Hobson requested that the Planning & Zoning documents for this item, Case #Z2419 dated November 18, 2024, be made part of the record for this hearing. So ordered by President Aliff.

PUBLIC HEARING:

Seeing no one wished to speak, President Aliff declared the Hearing closed.

Councilor Boston, seconded by Councilor Latino, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10876**.

T. ADJOURN

President Aliff adjourned the meeting at 9:26 pm.

Respectfully submitted,

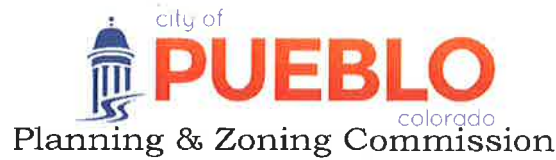


Vincent Petkosek
Deputy City Clerk

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Regina Maestri
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday November 13, 2024 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:36 PM with Vice Chair Avalos presiding.

Commissioners Present: Patrick Avalos, Lisa Bailey, Chris Pasternak, Cheryl Spinuzzi, and Regina Maestri

Commissioners Absent: Mike Castellucci and Alexandra Aznar.

Staff Members Present: David Wyatt, Assistant City Attorney; Scott Hobson, Acting Director of Planning and Community Development; Beritt Odom, Principal Planner; Mikaylin Hackley, Planner; Hannah Prinzi, Planner.

Staff Members Absent:

Approval of the Agenda: Bailey motioned to move Z-23-09 to the December 11, 2024 meeting and approve the agenda as amended, seconded by Spinuzzi.

Motion Passed: 5-0

Public Meeting:

1. MSP-24-03 1502 E. Abriendo Ave

Commission Action: Bailey motioned to approve the Master Sign Plan application with conditions, seconded by Spinuzzi.

Motion Passed: 5-0

Public Hearings

1. V-24-04

Vacation: Vacation of a 200 sq. ft. portion of the Abriendo Ave. right of way to accommodate the Dutch Clark Stadium sign. The vacation is located to the south of 1001 W. Abriendo Ave.

Hearing: Applicant Shawn Sandoval and Kalysta Djuric-Upton were sworn in and spoke in support of the application. No one appeared in opposition.

Commission Action: Bailey moved to recommend the vacation to City Council with conditions, seconded by Pasternak.

Motion Passed: 5-0

2. **V-23-09** **Vacation:** Vacation of Grome Ave., Lois Ave., Corona Ave., and a portion of an alley located at 1001 W. Abriendo Ave., within the Dutch Clark Football Stadium site. *Continue to December 11, 2024*

3. **Z-23-10** **Rezone:** Andiamo Rezone 25.994 acres generally located south of Dillon Dr. and west of Outlook Blvd., rezone from Agricultural 1 (A-1) to Single-Family Residential (R-2) Zone Districts. Generally located south of Dillon Dr. and west of Outlook Blvd. Staff Report by Mikaylin Hackley, Planner. *Continue from October 9, 2024,*

Hearing: Applicant Rocky Mangini and Leah Willey were sworn in and spoke in support of the application. No one appeared in opposition.

Commission Action: Bailey moved to recommend the rezoning application to City Council, seconded by Spinuzzi.

Motion Passed: 5-0

4. **S-23-07** **Subdivision:** Andiamo Subdivision of 25.994 acres into single-family residential lots and a parcel. Generally located south of Dillon Dr. and west of Outlook Blvd. Staff report by Mikaylin Hackley, Planner. *Continue from October 9, 2024*

Hearing: Applicant Rocky Mangini and Leah Willey were sworn in and spoke in support of the application. Joe Martellaro, Associate Engineer II, Public Works provided information and answered questions. No one appeared in opposition.

Commission Action: Bailey moved to recommend the subdivision application to City Council with conditions, seconded by Maestri.

Motion Passed: 5-0

5. **Z-24-18** **Rezoning:** 710 W. 4th Street, 0.51 acres generally located south of 4th Street and west of West Street, rezone from Central Business District (B-4) to Governmental Use District (S-1). Staff Report by Hannah Prinzi, Planner.

Hearing: The Applicant, The City of Pueblo, was sworn in and spoke in support of the application. No one appeared in opposition.

Commission Action: Bailey moved to recommend the rezoning application to City Council, seconded by Maestri.

Motion Passed: 5-0

6. Z-24-19

Rezoning: Z-24-19 Rezoning: 728 and 724 W. 4th Street, 0.47 acres generally located south of 4th Street and east of Midtown Circle Drive, rezone from Central Business District (B-4) to Governmental Use District (S-1). Staff Report by Hannah Prinzi, Planner.

Public Hearing: The Applicant, the City of Pueblo, was sworn in and spoke in support of the application. No one appeared in opposition.

Commission Action: Bailey moved to recommend the rezoning application to City Council, seconded by Maestri.

Motion Passed: 5-0

7. PUD-24-01

PUD Site Plan Review: North Vista Highlands, Filing No. 9, A Special Area Plan, PUD Site Plan review of a 136-unit townhome development, located in the North Vista Master Plan, Planned Unit Development. Generally located south of Home of Heroes Parkway and west of Walking Stick Blvd. Staff report by Beritt Odom, Principal Planner

Public Hearing: Applicant Michael Cuppy was sworn in and spoke in support of the application. No one appeared in opposition.

Commission Action: Bailey moved to recommend the PUD Site Plan Review to City Council with conditions, seconded by Spinuzzi.

Motion Passed: 5-0

Approval of Minutes: Bailey motioned to approve minutes from October 9th, 2024, seconded by Maestri.

Old/New Business:

Adjourn @ 4:46 PM

Respectfully submitted,



Mike Castellucci
Chairperson



Scott Hobson
Executive Secretary

Digital recordings of all the meetings of the Planning and Zoning Commission are maintained and available for inspection and review during normal business hours (M – F, 8 a.m. – 5 p.m.) at the Department of Planning & Community Development, 211 East D Street, Pueblo, CO.



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: January 13, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-24-36) TO BIF IV INTREPID OPCO., LLC., FOR THE PURPOSE OF ALLOWING AN AUTHORIZED STRUCTURE TO BE WITHIN THE PERMITTED AREA UNTIL TERMINATION OR REVOCATION OF THIS REVOCABLE PERMIT FOR USE OF THE EXISTING CITY BRIDGE OVER I-25 AND THE RAILROAD BETWEEN ELM STREET AND TAYLOR AVENUE

SUMMARY:

Attached is a draft revocable permit (REV 24-36) submitted by BIF IV Intrepid Opco., LLC.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

BIF IV Intrepid Opco., LLC, has submitted a revocable permit (REV-24-36) application for the purpose of allowing an authorized structure to be within the permitted area until termination or revocation of this revocable permit for use of the existing city bridge over I-25 and the railroad between Elm Street and Taylor Avenue.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Failure to approve the Resolution will prevent the applicant from facilitating the authorized structure.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. REV-24-36 (final draft)

RESOLUTION NO. 15870

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-24-36) TO BIF IV INTREPID OPCO., LLC., FOR THE PURPOSE OF ALLOWING AN AUTHORIZED STRUCTURE TO BE WITHIN THE PERMITTED AREA UNTIL TERMINATION OR REVOCATION OF THIS REVOCABLE PERMIT FOR USE OF THE EXISTING CITY BRIDGE OVER I-25 AND THE RAILROAD BETWEEN ELM STREET AND TAYLOR AVENUE

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-24-36) is authorized to be issued to BIF IV Intrepid OpcO., LLC., for the purpose of allowing an authorized structure to be within the permitted area until termination or revocation of this revocable permit for use of the existing city bridge over I-25 and the railroad between Elm Street and Taylor Avenue.

SECTION 2.

The use of the public right-of-way granted hereby is subject to all limitations, terms, and conditions set forth in the attached Revocable Permit.

SECTION 3.

The officers of the City are authorized to perform any and all acts consistent with the intent of this Resolution to implement the policies and procedures described herein.

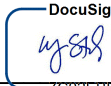
SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: January 13, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

REVOCABLE PERMIT

(Existing Structure)

Pursuant to the authority granted by Section 16-9 of the Charter of Pueblo, a Municipal Corporation, (the "City"), the City Council of City hereby grants the following revocable permit to Permittee subject to and conditioned upon the provisions herein contained and the Permittee's compliance therewith:

1. Name, Address and Telephone Number of Permittee: **BIF IV Intrepid Opco, LLC 11001 W. 120th Avenue, Broomfield, CO 80021 (844) 380-8090**
2. Permitted Area: **Mesa Avenue Bridge over I-25 and railroad between Elm Street and Taylor Avenue**
3. Purpose of Revocable Permit: **Allow the Authorized Structure to be within the Permitted Area until termination or revocation of this Revocable Permit.**
4. Authorized Structure: **Handholds, conduit, and associated infrastructure**
5. Commencement Date: **November 15, 2024**
6. Ending Date: **Indefinite**

PERMITTEE IN CONSIDERATION OF THE ISSUANCE AND GRANTING OF THE ABOVE DESCRIBED REVOCABLE PERMIT (THE "PERMIT") REPRESENTS, WARRANTS AND AGREES:

- (a) The Permitted Area shall be used for the above-specified Purpose of Revocable Permit. In no event shall the Authorized Structure be enlarged or otherwise expanded beyond its current size or location.
- (b) The Authorized Structure shall be maintained by Permittee in compliance with all applicable codes, ordinances, rules and regulations of City and this Permit.
- (c) If the Revocable Permit is issued for a sidewalk café, the Permittee and sidewalk café shall be subject to all the provisions, conditions and requirements contained in section 9-10-84 of the Pueblo Municipal Code, or as same may be amended, which are incorporated herein by reference. In addition, the Authorized Structure shall not be tied-down or chained to any tree within or adjacent to the Permitted Area nor shall the Authorized Structure hinder or interfere with the opening of motor vehicle doors or passenger movement to and from motor vehicles parked adjacent to or near the Permitted Area.
- (d) Before the Time of the Ending Date, or immediately upon any other termination of this Permit, Permittee shall, at Permittee's expense, remove the Authorized Structure from the Permitted Area, repair any damage caused by such removal and restore the Permitted Area to a condition compliant with all existing laws. Failure to timely remove the Authorized Structure from the Permitted Area, repair any damage caused by such removal and restore the Permitted Area to a condition compliant with all existing laws shall constitute Permittee's abandonment of the Authorized Structure, and the City may, at Permittee's expense, remove the Authorized Structure from the Permitted Area, repair any damage caused by such removal and restore the Permitted Area to a condition compliant with all existing laws. Permittee agrees to pay all City's costs and expenses, including reasonable attorney fees, incurred in the enforcement of this Permit.
- (e) Permittee shall keep the Authorized Structure and Permitted Area in good, clean and safe condition and repair, free from litter, waste and debris.
- (f) Permittee shall indemnify, defend and hold City, its officers, agents and employees harmless from and against any and all suits, claims, liabilities, loss, damages and expenses, including reasonable attorney fees and cost of defense, arising, directly or indirectly, from or caused by the issuance of this Permit or the conditions hereof, or the existence, repair or maintenance of the Authorized Structure in the Permitted Area, or the use of the Permitted Area or Authorized Structure by Permittee, its officers, agents, employees, invitees or general public.
- (g) Neither this Permit nor any of the privileges granted to Permittee hereby, may be conveyed, assigned, transferred or sublet by Permittee without the prior written consent of the City Council of City. Any attempted conveyance, assignment, transfer or subletting of the Permit or Permitted Area without the written consent of the City Council of Pueblo shall be void and of no effect and shall cause this Permit to be automatically revoked.
- (h) Permittee shall keep and maintain commercial general liability insurance covering the Permitted Area and the Authorized Structure in amounts not less than \$1,000,000.00 combined single limits per occurrence and aggregate, naming the City as an additional insured and contain a waiver of rights of subrogation against City. A certificate for such insurance CA - 4/6/10 and each renewal thereof shall be delivered to the City. Failure to maintain such insurance shall cause this Permit to be automatically revoked.
- (i) Trees, landscaping and shrubbery within or adjacent to the Permitted Area shall be protected from damage or injury by Permittee and shall not be removed except after receipt by the Permittee of the written consent of the City's Director of Parks and Recreation.
- (j) Any notice or other document required or permitted herein shall be in writing and delivered personally or by first class mail, postage prepaid, as follows:

(i) If to Permittee, at the address shown in paragraph 1 above.

(ii) If to City, 1 City Hall Place, Pueblo, Colorado, 81003, Attention: Revocable Permit Review Committee. Each party reserves the right to change its address provided notice of such change is given in accordance with this paragraph (j).

(k) City reserves and is hereby granted by Permittee access to, under and through the Permitted Area for any and all purposes. City may injure, damage or remove Permittee's Authorized Structure in the Permitted Area in exercising the right of access hereby reserved and granted. Permittee assumes the risk of injury, loss and damage to Permittee's Authorized Structure within the Permitted area, and City shall have no responsibility or liability for any damage or injuries thereto, whatsoever the cause, including, but not limited to, the acts or omissions of City, its officers, employees, or agents.

(l) This Permit shall terminate upon the occurrence of any one of the following events: (i) the Time of the Ending Date, (ii) abandonment or non-use by Permittee for a period of three (3) consecutive months, (iii) surrender or cancellation of the Permit in writing by Permittee, (iv) automatic revocation as provided in paragraphs (g) and (h) above; or (v) revocation or termination of this Permit by resolution of the City Council of City.

(m) Permittee acknowledges and agrees that this Permit is temporary and subject to revocation or termination by resolution of the City Council of City, in its sole discretion, for any reason or no reason, at anytime, without liability to City, and without notice to or hearing by Permittee. Permittee waives any and all right or claim to such notice, hearing, and liability of the City.

Signed in Pueblo, Colorado this _____ day of _____, 20_____.

PERMITTEE:

Organization or

Individual: _____

By: _____

Title: _____

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the _____ day of _____, 20_____ by _____ as _____.

My commission expires: _____.

Notary Public

APPROVED this _____ day of _____, 20_____.
PUEBLO, a Municipal Corporation

By _____

Heather Graham, Mayor



**Background Paper for Proposed
Action Item**

COUNCIL MEETING DATE: January 13, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: A RESOLUTION APPROVING AN AGREEMENT BETWEEN NEIGHBORHOOD HOUSING SERVICES OF PUEBLO, INC., DBA NEIGHBORWORKS OF SOUTHERN COLORADO, INC., A COLORADO NON-PROFIT CORPORATION AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, FOR THE CONVEYANCE OF PROPERTY, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Resolution approves the transfer of property at 2709 Spruce Street from NeighborWorks of Southern Colorado (NWSOCO) to the City of Pueblo.

PREVIOUS COUNCIL ACTION:

City Council adopted Resolution No. 13099 on November 10, 2014, approving the transfer of a City owned property to NWSOCO for affordable housing development.

BACKGROUND:

At the time the City of Pueblo transferred the property to NWSOCO, it was located within the boundaries of the Colorado Smelter Superfund Site. As a property within the boundaries, environmental mitigation could be done at no cost to NWSOCO through a program run by the Environmental Protection Agency (EPA). The final boundary, which was determined after the time of deed conveyance from the City of Pueblo to NWSOCO, did not include this property inside the boundary.

FINANCIAL IMPLICATIONS:

The City of Pueblo will be responsible for the ongoing maintenance of the property if the deed is conveyed to the City.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

City Council can choose not to approve the Resolution, resulting in the ongoing ownership of the property by NWSOCO.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Resolution 13099
2. signed property disposal agreement
3. recorded quit claim 2709 spruce

RESOLUTION NO. 15871

A RESOLUTION APPROVING AN AGREEMENT BETWEEN NEIGHBORHOOD HOUSING SERVICES OF PUEBLO, INC., DBA NEIGHBORWORKS OF SOUTHERN COLORADO, INC., A COLORADO NON-PROFIT CORPORATION AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, FOR THE CONVEYANCE OF PROPERTY, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, On November 10, 2014, City Council adopted Resolution No. 13099 approving the transfer of a City owned property to NeighborWorks of Southern Colorado for low-moderate income housing development.

WHEREAS, NeighborWorks of Southern Colorado is unable to use the property for the intended use, due to environmental hazards present; Now, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council hereby finds and determines that the property described as Lots 27 + 28 Blk 34 Minnequa Heights also known as 2709 Spruce Street, Pueblo, CO 81004, is unable to be utilized by NeighborWorks of Southern Colorado as the intended purpose when the deed was conveyed on November 10, 2014.

SECTION 2.

The Mayor is hereby authorized to execute the Agreement in the name and on behalf of the City of Pueblo, where the Mayor may execute the Agreement by electronic signature and such electronic signature shall be attributable to the Mayor and the City of Pueblo.

SECTION 3.

The officers and staff of the City are directed and authorized to perform any and all acts consistent with the intent of this Resolution and the attached Agreements to effectuate the transactions described therein.

SECTION 4.

If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution.

SECTION 5.

This Resolution shall become effective on the date of final action by the Mayor and City Council.

INTRODUCED: January 13, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: [Signature]
CITY CLERK



**Background Paper for Proposed
RESOLUTION**

COUNCIL MEETING DATE: November 10, 2014

TO: Vice President Ami Nawrocki and Members of City Council
CC: Sam Azad, City Manager
VIA: Gina Dutcher, City Clerk
FROM: Ada Clark, Director of Housing and Citizen Services
SUBJECT: A RESOLUTION APPROVING AN AGREEMENT BETWEEN NEIGHBORHOOD HOUSING SERVICES OF PUEBLO, INC., DBA NEIGHBORWORKS OF PUEBLO, INC., A COLORADO NON-PROFIT CORPORATION AND THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, FOR THE CONVEYANCE OF PROPERTY, AND AUTHORIZING THE PRESIDENT OF THE CITY COUNCIL TO EXECUTE THE SAME

SUMMARY:

Attached is a Resolution for City Council consideration approving the transfer of property at 2709 Spruce Street to NeighborWorks of Pueblo for the development of affordable housing.

PREVIOUS COUNCIL ACTION:

There has been no previous Council action on this issue.

BACKGROUND:

This parcel was an improved parcel that was condemned by the Regional Building Department, and ordered for demolition. The owners were unable to demolish the structure. Regional Building forwarded this property to the City to be demolished under the Demolition Program, which is funded with Community Development Block Grant (CDBG) funds. Properties demolished under the Program are lienied for the full cost of the demolition. This particular property went into tax foreclosure and the Department of Housing and Citizen Services exercised the tax lien at the tax sale.

The Department of Housing and Citizen Services (DHCS) has programmed the parcel for single-family development. From time-to-time the DHCS has donated property to eligible non-profits for the development of housing to meet the Five-Year Consolidated Plan. Past recipients have been NeighborWorks, Posada, and Habitat for Humanity.

FINANCIAL IMPLICATIONS:

The implication to the DHCS in the short-term is that we will no longer be responsible for the maintenance of the parcel (weeds and illegal dumping).

Under a separate resolution the City will provide HOME Investment Partnership Act grant funds to NeighborWorks for the development of the property.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

If the Resolution is not approved, the property will remain in the City's ownership, and DHCS will continue to be responsible for the maintenance of the parcel (weeds and illegal dumping).

RECOMMENDATION:

Approval of the Resolution.

Attachments:

Property Disposal Agreement
Quit Claim Deed

RESOLUTION NO. 13099

A RESOLUTION APPROVING AN AGREEMENT BETWEEN NEIGHBORHOOD HOUSING SERVICES OF PUEBLO, INC., DBA NEIGHBORWORKS OF PUEBLO, INC., A COLORADO NON-PROFIT CORPORATION AND THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, FOR THE CONVEYANCE OF PROPERTY, AND AUTHORIZING THE PRESIDENT OF THE CITY COUNCIL TO EXECUTE THE SAME

WHEREAS, the transfer of a City owned property to a non-profit housing provider to be developed and sold to a low-to-moderate income family, complies with the CDBG and HOME federal regulations; and

WHEREAS, the attached Agreement has been approved as to form by the City Attorney;

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The City Council hereby finds and determines that the property described at Lots 27 + 28 Blk 34 Minnequa Heights also known as 2709 Spruce Street, Pueblo, Colorado 81004 is surplus to the City's need; that said property should be used to assist in the creation of affordable housing for low- and moderate-income persons.

SECTION 2.

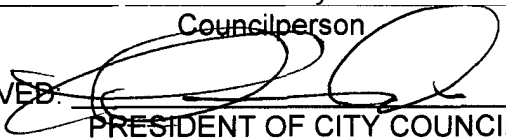
The officers of the city are directed and authorized to perform any and all acts consistent with the intent of this Resolution and to effectuate the policies and procedures described herein.

SECTION 3.

This Resolution shall become effective upon final passage and approval.

INTRODUCED: November 10, 2014

BY: Eva Montoya
Councilperson

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

PROPERTY DISPOSAL AGREEMENT

THIS AGREEMENT is made and entered into this 10th day of November, 2014, by and between the City of Pueblo, a Municipal Corporation, 200 S Main Street, Pueblo, Colorado, 81003 (the "City") and Neighborhood Housing Services of Pueblo, Inc., dba NeighborWorks of Pueblo, a Colorado Nonprofit Corporation, 1241 E Routt Avenue, Pueblo, Colorado, 81004 ("Disposal Agency").

WHEREAS, City holds a certain parcel of property, described more particularly in paragraph 6 hereof (hereafter referred to as the "Property"); and

WHEREAS, the Property is presently owned by the City; and

WHEREAS, the Property is a vacant parcel of land and the City is not eligible for participation in any of City's housing programs; and

WHEREAS, Disposal Agency represents that it is a community housing development organization which operates programs designed toward providing affordable housing, and that it will be either able to make use of the Property in connection with one or more of its housing programs or projects.

NOW, THEREFORE, in consideration of the foregoing recitals and the promises and mutual covenants contained herein, the parties agree as follows:

1. Within thirty days after execution of this Agreement, City shall execute and deliver to Disposal Agency a quit claim deed or deeds conveying and transferring to Disposal Agency all of the City's right, title and interest in the Property. The conveyance of the City's right, title and interest in the Property is "AS IS" and "WITH ALL FAULTS" and shall be in such form as the City Attorney shall require.

2. With respect to the Property conveyed hereunder, Disposal Agency shall develop the Property into a single family residence in accordance with one or more of Disposal Agency's affordable home programs for use by low or moderate income persons.

3. All funds recovered by Disposal Agency from the sale or lease of Property, including any funds received in repayment of principal and interest on any notes accepted in full or partial payment of the purchase price of the Property, shall be retained by Disposal Agency and shall be deemed net proceeds.

4. No property conveyed to Disposal Agency pursuant to this Agreement shall be resold by Disposal Agency to any low or moderate income person for an amount exceeding the U.S. Department of Housing and Urban Development's FHA maximum loan amount as established yearly.

5. The parties acknowledge and agree that Disposal Agency is an independent contractor and not an agent of City for any purpose in connection with this Agreement. Disposal Agency

agrees to indemnify, defend and hold City harmless from and against any and all claims, damages, liabilities and court awards including costs, expenses and attorney fees incurred arising from or related to any act or omission of Disposal Agency or its officers, agents, employees, volunteers or contractors or arising from or related to Disposal Agency's use, reuse, modifications, resale or leasing of the Property.

6. The Property is located in Pueblo County, Colorado and has the legal descriptions as set forth below:

Description: LOTS 27 + 28 BLK 34 MINNEQUA HEIGHTS, also known as
2709 Spruce Street, Pueblo, Colorado

7. In the event the Property is sold by Disposal Agency to a qualified low or moderate income buyer without recapturing the full amount of the HOME Investment to be provided under separate contract to the Disposal Agency at time of sale, Disposal Agency shall require, by deed restrictions, mortgage conditions or other enforceable means, that the Property remain affordable as defined in the HOME regulations, and that, in the event of failure of such requirement, that the remaining HOME Investment amount for such Property is recovered.

8. Disposal Agency, and not City, shall be responsible for payment of any closing costs whatsoever, in connection with the conveyance described in paragraph 1 of this Agreement.

9. HOME regulation 24 CFR, § 92.356 is incorporated herein by reference, and sets forth applicable HOME requirements pertaining to Conflict of Interest. Disposal Agency, and its Board of Directors, officers and employees, shall avoid all conflicts prohibited by the applicable regulations, including but not limited to those set forth in 24 CFR Part 92 as presently promulgated and as same may be revised from time to time in the future.

10. Disposal Agency shall maintain records as to the use of the Property and the proceeds from resale of any Property. Accounting records shall be kept on a generally recognized accounting basis and as requested by the City's auditor. Disposal Agency agrees to comply with all applicable uniform administrative requirements described or referenced in 24 CFR Part 92. The City, HUD, the Comptroller General of the United States, the Inspector General of HUD, and any of their authorized representatives, shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers and records of Disposal Agency which relate to this Agreement for the purpose of making an audit or examination. At any time within 15 years after date of this Agreement, the City may require all of Disposal Agency's financial records relating to this Agreement to be turned over to the City.

11. The City shall have the right to monitor and evaluate the progress and performance of Disposal Agency to assure that the terms of this Agreement are being satisfactorily fulfilled in accordance with HUD's, City's and other applicable monitoring and evaluation criteria and standards. The City may periodically review Disposal Agency's performance using on-site visits, progress reports required to be submitted by Disposal Agency, audit findings, disbursement transactions and contact with Disposal Agency as necessary. Disposal Agency shall furnish to the City periodic program and financial reports of its activities in such form and manner as may

be requested by the City. Disposal Agency shall fully cooperate with City relating to such monitoring and evaluation.

12. Disposal Agency shall maintain files containing information which shall clearly document activities performed in conjunction with this Agreement, including, but not limited to, financial transactions, conformance with assurances, and activity reports. These records shall be retained by Disposal Agency for a period of five years, except that with respect to any Property for which the HOME Investment has not been fully recovered, such records shall be maintained for the full required period of affordability. Activity reports shall be submitted quarterly no later than the ninth day of the month following the end of the period for which the report is submitted. The frequency of reporting under this paragraph and paragraph 11 of this Agreement shall be specified by City, and may be changed, from time to time, as the City may in its sole discretion deem necessary or desirable.

13. As to the City, Disposal Agency agrees to assume the risk of all personal injury, including death and bodily injury, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the performance or nonperformance of this Agreement by Disposal Agency, the ownership, rehabilitation or sale of any Property conveyed to Disposal Agency or by the conditions created thereby or resulting therefrom. Disposal Agency further agrees to indemnify and save harmless the City, its officers, agents, attorneys and employees, from and against any and all claims, liabilities, costs, expenses, penalties and attorney fees arising from such injuries to persons or damages to property or based upon or arising out of the performance or nonperformance of this Agreement by Disposal Agency, or the ownership, rehabilitation or resale of any Property conveyed to Disposal Agency, or warranties, if any, upon any resale, or out of any violation by Disposal Agency of any statute, ordinance, rule or regulation.

14. The provisions set forth in this Agreement, and all Exhibits and attachments to this Agreement, constitute the entire and complete agreement of the parties hereto and supersede all prior written and oral agreements, understandings or representations related thereto. No amendment or modification of this Agreement, and no waiver of any provision of this Agreement, shall be binding unless made in writing and executed by the duly authorized officers of both the Disposal Agency and City.

15. The persons signing this Agreement on behalf of Disposal Agency represent and warrant that such persons and Disposal Agency have the requisite power and authority to enter into, execute and deliver this Agreement and that this Agreement is a valid and legally binding obligation of Disposal Agency enforceable against Disposal Agency in accordance with its terms.

IN WITNESS WHEREOF, Disposal Agency and the City have executed this Agreement as of the date first above written and under the laws of the State of Colorado.

ATTEST:

Gina Druecher
City Clerk

[SEAL]

CITY OF PUEBLO
A Municipal Corporation

By: [Signature]
President of City Council

ATTEST:

Ray Aguilera
Title: 12/15/14

NEIGHBORWORKS OF PUEBLO,
a Colorado Non-Profit Corporation

By: [Signature]
Name: Petrick Garses
Title: President

PROPERTY DISPOSAL AGREEMENT

THIS AGREEMENT is made and entered into this 10th day of November, 2014, by and between the City of Pueblo, a Municipal Corporation, 200 S Main Street, Pueblo, Colorado, 81003 (the "City") and Neighborhood Housing Services of Pueblo, Inc., dba NeighborWorks of Pueblo, a Colorado Nonprofit Corporation, 1241 E Routt Avenue, Pueblo, Colorado, 81004 ("Disposal Agency").

WHEREAS, City holds a certain parcel of property, described more particularly in paragraph 6 hereof (hereafter referred to as the "Property"); and

WHEREAS, the Property is presently owned by the City; and

WHEREAS, the Property is a vacant parcel of land and the City is not eligible for participation in any of City's housing programs; and

WHEREAS, Disposal Agency represents that it is a community housing development organization which operates programs designed toward providing affordable housing, and that it will be either able to make use of the Property in connection with one or more of its housing programs or projects.

NOW, THEREFORE, in consideration of the foregoing recitals and the promises and mutual covenants contained herein, the parties agree as follows:

1. Within thirty days after execution of this Agreement, City shall execute and deliver to Disposal Agency a quit claim deed or deeds conveying and transferring to Disposal Agency all of the City's right, title and interest in the Property. The conveyance of the City's right, title and interest in the Property is "AS IS" and "WITH ALL FAULTS" and shall be in such form as the City Attorney shall require.

2. With respect to the Property conveyed hereunder, Disposal Agency shall develop the Property into a single family residence in accordance with one or more of Disposal Agency's affordable home programs for use by low or moderate income persons.

3. All funds recovered by Disposal Agency from the sale or lease of Property, including any funds received in repayment of principal and interest on any notes accepted in full or partial payment of the purchase price of the Property, shall be retained by Disposal Agency and shall be deemed net proceeds.

4. No property conveyed to Disposal Agency pursuant to this Agreement shall be resold by Disposal Agency to any low or moderate income person for an amount exceeding the U.S. Department of Housing and Urban Development's FHA maximum loan amount as established yearly.

5. The parties acknowledge and agree that Disposal Agency is an independent contractor and not an agent of City for any purpose in connection with this Agreement. Disposal Agency

agrees to indemnify, defend and hold City harmless from and against any and all claims, damages, liabilities and court awards including costs, expenses and attorney fees incurred arising from or related to any act or omission of Disposal Agency or its officers, agents, employees, volunteers or contractors or arising from or related to Disposal Agency's use, reuse, modifications, resale or leasing of the Property.

6. The Property is located in Pueblo County, Colorado and has the legal descriptions as set forth below:

Description: LOTS 27 + 28 BLK 34 MINNEQUA HEIGHTS, also known as
2709 Spruce Street, Pueblo, Colorado

7. In the event the Property is sold by Disposal Agency to a qualified low or moderate income buyer without recapturing the full amount of the HOME Investment to be provided under separate contract to the Disposal Agency at time of sale, Disposal Agency shall require, by deed restrictions, mortgage conditions or other enforceable means, that the Property remain affordable as defined in the HOME regulations, and that, in the event of failure of such requirement, that the remaining HOME Investment amount for such Property is recovered.

8. Disposal Agency, and not City, shall be responsible for payment of any closing costs whatsoever, in connection with the conveyance described in paragraph 1 of this Agreement.

9. HOME regulation 24 CFR, § 92.356 is incorporated herein by reference, and sets forth applicable HOME requirements pertaining to Conflict of Interest. Disposal Agency, and its Board of Directors, officers and employees, shall avoid all conflicts prohibited by the applicable regulations, including but not limited to those set forth in 24 CFR Part 92 as presently promulgated and as same may be revised from time to time in the future.

10. Disposal Agency shall maintain records as to the use of the Property and the proceeds from resale of any Property. Accounting records shall be kept on a generally recognized accounting basis and as requested by the City's auditor. Disposal Agency agrees to comply with all applicable uniform administrative requirements described or referenced in 24 CFR Part 92. The City, HUD, the Comptroller General of the United States, the Inspector General of HUD, and any of their authorized representatives, shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers and records of Disposal Agency which relate to this Agreement for the purpose of making an audit or examination. At any time within 15 years after date of this Agreement, the City may require all of Disposal Agency's financial records relating to this Agreement to be turned over to the City.

11. The City shall have the right to monitor and evaluate the progress and performance of Disposal Agency to assure that the terms of this Agreement are being satisfactorily fulfilled in accordance with HUD's, City's and other applicable monitoring and evaluation criteria and standards. The City may periodically review Disposal Agency's performance using on-site visits, progress reports required to be submitted by Disposal Agency, audit findings, disbursement transactions and contact with Disposal Agency as necessary. Disposal Agency shall furnish to the City periodic program and financial reports of its activities in such form and manner as may

be requested by the City. Disposal Agency shall fully cooperate with City relating to such monitoring and evaluation.

12. Disposal Agency shall maintain files containing information which shall clearly document activities performed in conjunction with this Agreement, including, but not limited to, financial transactions, conformance with assurances, and activity reports. These records shall be retained by Disposal Agency for a period of five years, except that with respect to any Property for which the HOME Investment has not been fully recovered, such records shall be maintained for the full required period of affordability. Activity reports shall be submitted quarterly no later than the ninth day of the month following the end of the period for which the report is submitted. The frequency of reporting under this paragraph and paragraph 11 of this Agreement shall be specified by City, and may be changed, from time to time, as the City may in its sole discretion deem necessary or desirable.

13. As to the City, Disposal Agency agrees to assume the risk of all personal injury, including death and bodily injury, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the performance or nonperformance of this Agreement by Disposal Agency, the ownership, rehabilitation or sale of any Property conveyed to Disposal Agency or by the conditions created thereby or resulting therefrom. Disposal Agency further agrees to indemnify and save harmless the City, its officers, agents, attorneys and employees, from and against any and all claims, liabilities, costs, expenses, penalties and attorney fees arising from such injuries to persons or damages to property or based upon or arising out of the performance or nonperformance of this Agreement by Disposal Agency, or the ownership, rehabilitation or resale of any Property conveyed to Disposal Agency, or warranties, if any, upon any resale, or out of any violation by Disposal Agency of any statute, ordinance, rule or regulation.

14. The provisions set forth in this Agreement, and all Exhibits and attachments to this Agreement, constitute the entire and complete agreement of the parties hereto and supersede all prior written and oral agreements, understandings or representations related thereto. No amendment or modification of this Agreement, and no waiver of any provision of this Agreement, shall be binding unless made in writing and executed by the duly authorized officers of both the Disposal Agency and City.

15. The persons signing this Agreement on behalf of Disposal Agency represent and warrant that such persons and Disposal Agency have the requisite power and authority to enter into, execute and deliver this Agreement and that this Agreement is a valid and legally binding obligation of Disposal Agency enforceable against Disposal Agency in accordance with its terms.

IN WITNESS WHEREOF, Disposal Agency and the City have executed this Agreement as of the date first above written and under the laws of the State of Colorado.

ATTEST:

Gina Dutcher
City Clerk

[SEAL]

CITY OF PUEBLO
A Municipal Corporation

By: [Signature]
President of City Council

ATTEST:

Ray Aguilar
Title: 12/15/14

NEIGHBORWORKS OF PUEBLO,
a Colorado Non-Profit Corporation

By: [Signature]
Name: Patricia Garcia
Title: President

A RESOLUTION APPROVING AN AGREEMENT BETWEEN NEIGHBORHOOD HOUSING SERVICES OF PUEBLO, INC., DBA NEIGHBORWORKS OF PUEBLO, INC., A COLORADO NON-PROFIT CORPORATION AND THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, FOR THE CONVEYANCE OF PROPERTY, AND AUTHORIZING THE PRESIDENT OF THE CITY COUNCIL TO EXECUTE THE SAME

WHEREAS, the transfer of a City owned property to a non-profit housing provider to be developed and sold to a low-to-moderate income family, complies with the CDBG and HOME federal regulations; and

WHEREAS, the attached Agreement has been approved as to form by the City Attorney;

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The City Council hereby finds and determines that the property described at Lots 27 + 28 Blk 34 Minnequa Heights also known as 2709 Spruce Street, Pueblo, Colorado 81004 is surplus to the City's need; that said property should be used to assist in the creation of affordable housing for low- and moderate-income persons.

SECTION 2.

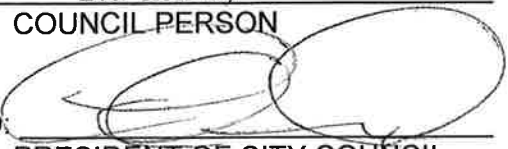
The officers of the city are directed and authorized to perform any and all acts consistent with the intent of this Resolution and to effectuate the policies and procedures described herein.

SECTION 3.

This Resolution shall become effective upon final passage and approval.

INTRODUCED: November 10, 2014

BY: Eva Montoya
COUNCIL PERSON

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

**QUIT CLAIM DEED**

THIS QUIT CLAIM DEED ("Deed"), made on this 10th day of November, 2014, between the City of Pueblo, a Municipal corporation ("Grantor"), and the Neighborhood Housing Services of Pueblo, Inc., dba NeighborWorks of Pueblo, a Colorado Nonprofit Corporation ("Grantee").

WITNESSETH, that Grantor, for and in consideration of Ten Dollars and no/100 (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, has remised, released, sold, conveyed and quit claimed, and by these presents does remise, release, sell, convey and quit claim unto Grantee, its successors and assigns forever, all of Grantor's right, title, interest, claim and demand which Grantor has in the real property and improvements, if any, situate, lying and being in the County of Pueblo, Colorado:

LOTS 27 + 28 BLK 34 MINNEQUA HEIGHTS, County of Pueblo, State of Colorado

Commonly known as: 2709 Spruce Street, Pueblo, Colorado

TO HAVE AND TO HOLD the property above bargained and described, together with all and singular the hereditaments and appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the Grantor, either in law or equity, unto Grantee, forever. Grantee takes said right, title and interest of Grantor subject to all liens, encroachments, leases and environmental conditions, including those of record and those not of record.

IN WITNESS WHEREOF, Grantor has caused its corporate name to be hereunto subscribed by the President of the City Council of Pueblo, and its corporate seal to be hereunto affixed, attested by the City Clerk, the day and year first above written.

ATTEST:



PUEBLO, A MUNICIPAL CORPORATION

By: 

President of City Council

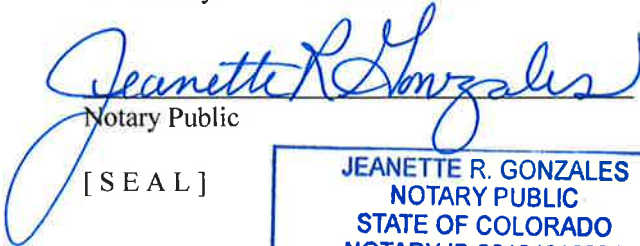
By: 

Gina Dutcher, City Clerk

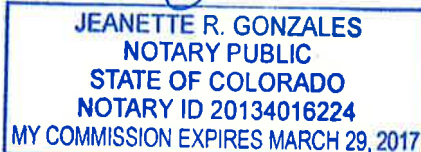
STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me this 10th day of November, 2014 by Stephen G. Nawrocki, President of City Council and Gina Dutcher, City Clerk.

Witness my hand and official seal.


Notary Public

[SEAL]



My commission expires: March 29, 2017



**Background Paper for Proposed
Action Item**

COUNCIL MEETING DATE: January 13, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: A RESOLUTION RESCINDING RESOLUTION NO 14299,
ESTABLISHING A COMMUNITY COMMISSION ON HOUSING AND
HOMELESSNESS AND APPOINTING CO-CHAIRS AND MEMBERS
THERE TO, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Resolution rescinds the Resolution establishing a Community Commission on Housing and Homelessness. Rescinding this resolution will dissolve the commission.

PREVIOUS COUNCIL ACTION:

Resolution #14299 was signed on October 15, 2019, which created a Community Commission on Housing and Homelessness.

BACKGROUND:

At the time the Community Commission on Housing and Homelessness (CCHH) was created, the City did not have a permanent sheltering option for individuals experiencing homelessness. The CCHH brought together community leaders and elected officials from the City and County to find solutions and a permanent sheltering option.

FINANCIAL IMPLICATIONS:

Not Applicable.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

If the Resolution is not approved, the Community Commission on Housing and Homelessness will continue to be a formal commission.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Authorizing Resolution 14299

RESOLUTION NO.

A RESOLUTION RESCINDING RESOLUTION NO 14299,
ESTABLISHING A COMMUNITY COMMISSION ON HOUSING
AND HOMELESSNESS AND APPOINTING CO-CHAIRS AND
MEMBERS THERETO, AND AUTHORIZING THE MAYOR TO
EXECUTE SAME

WHEREAS, Resolution NO. 14299, dated October 15, 2019, is hereby rescinded; Now,
THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council rescinds the previously approved Resolution NO 14299, thereby
dissolving the Community Commission on Housing and Homelessness.

SECTION 2.

The officers and staff of the City are directed and authorized to perform any and all acts
consistent with the intent of this Resolution and the attached Agreements to effectuate the
transactions described therein.

SECTION 3.

If any section, paragraph, clause, or provision of this Resolution shall for any reason be
held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph,
clause, or provision shall not affect any of the remaining provisions of this Resolution.

INTRODUCED: January 13, 2025

BY: Roger Gomez
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

RESOLUTION NO. 14299

A RESOLUTION ESTABLISHING A COMMUNITY
COMMISSION ON HOUSING AND HOMELESSNESS AND
ADOPTING BYLAWS FOR SAID COMMISSION AND
APPOINTING CO-CHAIRS AND MEMBERS THERETO

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

There is hereby created a Community Commission on Housing and Homelessness ("Commission") whose purpose advise the Mayor and City Council regarding policies for an inclusive housing strategy that will address an emergency shelter, transitional housing, permanent supportive housing and affordable housing.

SECTION 2.

The City Council hereby adopts the By-Laws attached hereto and incorporated herein by reference for the purpose of guiding the Commission in accomplishing its mission.

SECTION 3.

The persons listed on Attachment 1 are hereby appointed to serve as members of the Commission for the terms indicated.

SECTION 4.

Mark Aliff and Chris Wiseman are hereby appointed to serve as Co-Chairs of the Commission:

SECTION 5.

The Commission established hereby may be subsequently dissolved by the Mayor subject to the approval of City Council.

SECTION 6.

The officers and staff of the City are authorized and directed to take any and all required actions which are necessary or appropriate to implement the appointments, by-laws and policies and procedures described herein.

SECTION 7.

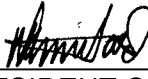
Upon adoption of this Resolution, Resolution No. 14151, dated January 28, 2019, shall be rescinded.

SECTION 8.

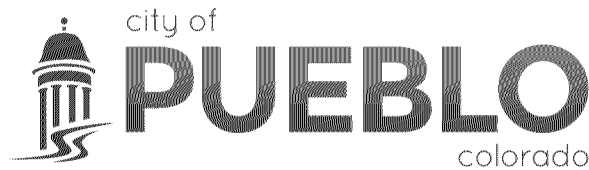
This Resolution shall become effective immediately upon final passage and approval.

INTRODUCED October 15, 2019

BY: Ed Brown
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: **October 15, 2019**

TO: President Dennis E. Flores and Members of City Council
VIA: Brenda Armijo, City Clerk
CC: Mayor Nicholas A. Gradisar
FROM: Mark Aliff, Member of City Council
SUBJECT: A RESOLUTION ESTABLISHING A COMMUNITY COMMISSION ON HOUSING
 AND HOMELESSNESS AND ADOPTING BYLAWS FOR SAID COMMISSION
 AND APPOINTING CO-CHAIRS AND MEMBERS THERETO

SUMMARY:

Attached is a Resolution which creates a Community Commission on Housing and Homelessness whose purpose is to advise the Mayor and City Council regarding policies for an inclusive housing strategy that will address an emergency shelter, transitional housing, permanent supportive housing and affordable housing.

PREVIOUS COUNCIL ACTION:

On January 28, 2019, by Resolution No. 14151, the City Council created a Commission on Homelessness and appointed co-chairs and members thereto.

BACKGROUND:

Homelessness and the lack of transitional housing, permanent supportive housing and affordable housing remain chronic problems in the City of Pueblo. A community commission is needed to focus attention on these problems and to recommend to the Mayor and City Council practical remedies for their alleviation.

FINANCIAL IMPLICATIONS:

The creation of the Community Commission on Housing and Homelessness will not result in any direct out-of-pocket expenses for the City. Commissioners are volunteers and receive no compensation for their service.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

If this Resolution is not approved, the chronic problems of homelessness and the lack of transitional housing, permanent supportive housing and affordable housing will remain unaddressed by the City.

RECOMMENDATION:

Approve the Resolution.

Attachments: Proposed Resolution

Proposed By-laws

Committee Member list

Attachment 1

Community Commission on Housing and Homelessness

Name	Job Title	Employer
Alexis Ellis	Executive Director	Pueblo Triple Aim Corporation
Ashleigh Winans	CEO	Neighborworks
Chris Gladney	Fire Captain	Pueblo Fire Department
Brian Brewer	Syringe Access Program Member	Southern Colorado Access Point
Brittney Moudy	Supervisory Case Manager	Volunteers of America
Bryan Gallagher	Director of Housing and Citizen Services	City of Pueblo
Capt. Joe Garcia - PPD	Captain	Pueblo Police Department
Caroline Trani	Community Relationship Manager, Southern Colorado	CHFA
Chelsea Stromberg	City Planner	City of Pueblo
Chris Wiseman	County Commissioner	Pueblo County
DesiRae Arnetta	Housing Case Manager	Health Solutions
Donald Moore	CEO	Pueblo Community Health Center
Galen Beaver	Transition Coordinator	Pueblo County Sheriff's Office
Holden Young	Regional Manager	Volunteers of America
Joe Musso	Retired	Cooperative Care Volunteer
Joe O'Brien		PEDCO
Judy Solano	Executive Director	Southern Colorado Harm Reduction Assoc.
Kathy Cline	Executive Director	Pueblo Rescue Mission
Kerry Kramer	Retired	Retired
Linda Musso	Retired	Cooperative Care and JustServe.org
Mark Aliff	City Councilman	City of Pueblo
Melissa Nereson	Director of Operations	Pueblo Housing Authority
Randy Evetts	Public Health Director	Pueblo Dept. of Public Health & Environment
Reah Santangelo	Behavioral Analyst	Steel City Behavioral Health
Richard Burns	Police Officer	Pueblo Police Department
Sara Rose	COO	Pueblo City-County Library District
Pat Fleming	Police Officer	Pueblo Police Department
Lee Karr	Police Officer	Pueblo Police Department
Teah Miller	Continuum of Care Coordinator	Health Solutions/Continuum of Care
Christine Zeitvogel	Project Manager	Pueblo Law Enforcement Assisted Diversion
Tim Hart	Director	Dept. of Human Services
Tracey Sample	Administrative Assistant	City of Pueblo
Veronica Gold	Housing Stability Case Manager	Posada
Nina Vetter	District Manager	Pueblo West Metro District
Susan Cotterman	Home Stability Coordinator	Catholic Charities
Kim Bowman	Executive Director	Posada
Shanna Farmer	CEO	United Way
Non-Commission Members to be included on distribution list:		
Eileen Dennis	Community Data Liason & Facilitator	Pueblo Triple Aim Corporation



By-laws of the Community Commission on Housing and Homelessness

ARTICLE I NAME

The name of this organization shall be the Community Commission on Housing and Homelessness.

ARTICLE II ORGANIZATION

Section 1: Definitions

As used herein, the following terms shall have the meaning set forth below:

“CCHH” shall mean the Community Commission on Housing and Homelessness.

“Emergency Shelter” shall mean a public or private owned facility that is designed to provide temporary living accommodations.

“Transitional Housing” shall mean housing that facilitates the movement of homeless individuals and families to permanent housing within a reasonable amount of time (usually 24 months).

“Permanent Supportive Housing” shall mean affordable rental housing that is combined with supportive services, including innovative approaches to assist homeless persons in the transition from homelessness.

“Affordable Housing” shall mean housing whose rent or mortgage is equal to no more than 30% of a household’s gross income.

The “Executive Committee” shall consist of three (3) persons as follows: Pueblo City Council Representative, Pueblo County Commissioner and the Mayor or his designee.

Section 2: Authority

The Community Commission on Housing and Homelessness (“CCHH”) is hereby established as an advisory Commission to the Mayor and City Council of Pueblo regarding policies for an inclusive housing strategy that will address an Emergency Shelter, Transitional Housing, Permanent Supportive Housing, and Affordable Housing.

Section 3: Existence

The Commission shall remain in existence until such time as dissolved by the Mayor and City Council.

Section 4: Mission

The mission of the CCHH is to end homelessness through community collaboration and advocacy, which will ensure long term economic success for ALL citizens. Our vision is that every man, woman, and child, have access and opportunity to suitable, safe, and affordable housing.”

Section 5: Principal Office

The principal office of CCHH shall be located at the Office of the Mayor, 1 City Hall Place, 2nd Floor, Pueblo, CO 81003

Section 6: Organizational Year

The fiscal year of the Organization shall commence January 1st and terminate December 31st each year.

Section 7: Discrimination

No person or organization shall be excluded from participating in, be denied the benefits of, nor be subject to discrimination by the CCHH, based on the grounds of race, ethnicity, nationality, religion, creed, gender, sexual orientation, disability or age.

ARTICLE III FUNCTIONS AND RESPONSIBILITIES, POWERS AND DUTIES, AND POLICY GUIDELINES

Action 1: Functions and Responsibilities

The functions of the Commission shall be to:

Research issues, policies, and best practices related to housing and make recommendations to City Council and the Mayor’s Office.

Section 2: Powers and Duties

The powers and duties of the Commission shall be as follows:

- a) Assist the Mayor in coordinating grant applications to outside bodies for housing projects in an effort to put the most feasible project forward, while reducing competing proposals.
- b) Request that the Mayor, subject to confirmation by City Council, appoint such officers and such subcommittees as needed, to aid CCHH in fulfilling its mission.
- c) To provide reports to the Mayor and/or City Council upon their request.
- d) To request that the Mayor approve, and City Council adopt, By-laws and rules as necessary to fulfill the intent of the Commission.

ARTICLE IV SIZE, COMPOSITION, AND APPOINTMENT PROCEDURES

Section 1: Size of the CCHH

The number of CCHH voting members appointed by the Mayor, subject to confirmation by the City Council, shall be no more than 36 members. A 37th member shall act as a neutral facilitator of the Commission. The Commission is encouraged to take community input into consideration prior to voting on recommendations to the Mayor and City Council.

Section 2: Composition of the CCHH

CCHH should be composed of at least one member from the following community segments:

County Commissioner, City Council Representative, the Mayor or his designated representative, Nonprofits, the public at large, Private Business, Healthcare, Emergency Responders, Developers/Housing Providers, Government Agencies, the Pueblo Housing Authority, Colorado Housing and Finance Authority.

Section 3: Vacancies

- a) Vacancy Occurrence. Vacancies on the CCHH occur on the resignation, removal, or death of a member and expiration of a member's term.
- b) Filling Vacancies of the Assigned Membership. Whenever a vacancy of the CCHH Membership occurs, the Mayor, subject to confirmation by City Council, shall appoint a replacement.

ARTICLE V CCHH MEMBERSHIP TERMS

Section 1: Length of Service

- a) Term Length. Commission appointments shall be staggered for a term of one, two, or three years.
- b) Term Renewal. CCHH members who choose to serve an additional term may reapply for appointment.
- c) Replacement Term Length. In the case of any appointment to fill a vacancy occurring during an unexpired term of a member, the appointment shall only be for the remainder of the unexpired term.

Section 2: Membership Responsibilities

- a) Attendance. CCHH members are expected to attend all regularly scheduled voting meetings.

- b) Absences. Absences will be identified as “excused” or “unexcused.” An absence is considered “excused” if the member notifies a member of the Executive Committee, prior to a regular or special meeting, of a legitimate reason for the absence, including, but not limited to, illness, family emergency, employment obligations, or being out-of-town. In the case of an emergency where prior notice of the absence is not possible, subsequent notice may be made up to three (3) days after the absence. In such case, the absence will be deemed as an “excused” absence. If there is no notification as described above, the absence will be deemed to be “unexcused.”
- c) Leave of Absence. The Executive Committee may grant a leave of absence to a CCHH Commission member for reasonable cause for a period up to one hundred twenty (120) consecutive days. Absences during this period will not be counted on a member's attendance record.
- d) Compensation. CCHH voting members shall serve without compensation.
- e) Preparation. CCHH members are expected to review materials and be prepared to engage in thoughtful discussion and evaluation at CCHH meetings.
- f) Declaration of Conflicts of Interest. CCHH members will declare any conflicts of interest and recuse themselves in such instance. In all instances, conduct of the CCHH will comply with the Code of Ethics of the City of Pueblo, PMC Sec. 1-9-1 *et seq.*
- g) Declaration of Potential Bias. If a CCHH member is a volunteer, Board member/officer, or closely associated with a Service Agency, the CCHH member must declare potential conflict of interest.

Section 3: Recommendations for Member Removal

- a) Reasons for Recommendation for Removal. CCHH members shall be subject to recommendation for removal for the following reasons:
 - 1) Three (3) unexcused absences or six (6) total absences in a period of twelve (12) consecutive months.
 - 2) If a CCHH member is unfit for continued membership on the CCHH, for reasons including but not limited to, non-performance of responsibilities, gross inefficiency of duty, or misconduct.
- b) Procedures for Recommendation for Removal
 - 1) Any CCHH member or members may petition the Executive Committee for removal of any CCHH member for cause as set forth in Article V, Section 3 (a).
 - 2) If a petition for recommendation for removal has been made, notice shall be given to the identified CCHH member, and Executive Committee, outlining the allegations, at least ten (10) days prior to hearing on such allegations.
 - 3) A hearing must be held before the Executive Committee where the petitioner can

present evidence as to why removal is appropriate and the identified CCHH member has the opportunity to contest the petition for recommendation for removal. The Executive Committee shall determine whether the allegations supporting removal are valid. If the Executive Committee determines they are valid, it may ask the member to resign voluntarily before placing the matter before the full CCHH.

- 4) If, after the hearing, the allegations are deemed to be valid, a vote to recommend removal from the CCHH shall be placed on the agenda of the next voting meeting of the full CCHH, provided that ten (10) days' prior notice detailing the allegations is sent to all CCHH members.
- 5) Upon simple majority vote of CCHH recommending removal, the Executive Committee shall recommend to the Mayor and City Council that the member be removed from the CCHH. Such removal shall not take effect until final action by the Mayor and City Council.

ARTICLE VI MEETINGS AND PROCEDURES

Section 1: Regular and Special Meetings

- a) Regular Meetings. The full CCHH shall have regular meetings on the third Wednesday of every month at a time and location determined by the Commission on the first meeting of each calendar year, unless such meetings are cancelled due to lack of a quorum or for other reasons determined by the CCHH Executive Committee.
- b) Special Meetings. A special meeting may be convened at the discretion of the Executive Committee. The Executive Committee shall determine the time, date, and location of any special meeting. CCHH Commission members will be given notice by electronic mail at least three (3) days prior to the Special Meeting specifying the time, date, location, and nature of the special meeting, except for special meetings for the removal of a CCHH member. For notice requirements for Removal of a CCHH member, see Article V, Section 3.
- c) Meeting Notifications. Postings for Regular and Special meetings of the CCHH will be issued by email and physical posting at the Office of the City Clerk located in City Hall.

Section 2: Procedures

- a) Voting. Each voting CCHH member shall have one vote. Voting by proxy shall not be allowed. CCHH will strive for consensus and consider public input prior to voting, however a simple majority of 50% of the Commissioners present plus one vote shall be sufficient for deciding a matter before the Commission.
- b) Minority Report. Any vote that will result in a recommendation to the Mayor, City Council, or County Commissioners that does not receive 66% of the total Commission vote, shall result in the need for a minority report to be provided to the elected officials being advised. The minority report will include the opinions and point of view of the Commission members who were in the minority.

- c) Quorum. A quorum of the CCHH Commission must be present for any action to occur at either regular or special meetings. A quorum consists of a simple majority of the voting CCHH Commission membership.
- c) Duly Constituted Meeting. Any meeting of the CCHH, is considered a meeting if notice of such meeting is sent as described in Article VI, Section 1 and a quorum is present.

ARTICLE VII OFFICERS

Section 1: CCHH Officers

CCHH shall be Co-Chaired by the Pueblo City Council Representative and the Pueblo County Commissioner. The office of Secretary shall be held by an officer or employee of the City or County appointed by the Executive Committee.

Section 2: Vacancies

A vacancy of a CCHH Officer shall be filled by decision of the Pueblo City Council, Pueblo Board of County Commissioners, and Pueblo Mayor's office as appropriate.

Section 4: Duties of the Co-Chairs

- a) Preside at all meetings of the CCHH Commission and Executive Committee.
- b) Represent or appoint a member of the CCHH to communicate with the public, media, City Council, Board of County Commissioners, and Mayor's Office.

Section 6: Duties of Secretary

The Secretary shall keep, or cause to be kept, at the principal office of CCHH, these bylaws, minutes of all meetings of the CCHH and its Executive Committee, a current membership list containing names, titles, employers, telephone numbers, and email addresses of all CCHH members, as well as any additional documents of importance.

ARTICLE VIII ADOPTION OF BYLAWS

Section. 1: Adoption

These By-laws shall become effective upon adoption by the City Council.

Section 2: Amendment

By a simple majority vote of the CCHH voting membership, CCHH may recommend to the City Council that these By-laws be amended, provided that written notice setting forth the text of the proposed amendment or amendments shall be sent to CCHH members at least ten (10) days prior to a designated voting meeting. No amendment of these By-laws shall take effect until final action thereon by the Mayor and City Council.



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: January 13, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Marisa Stoller, City Clerk

SUBJECT: A RESOLUTION DESIGNATING PUBLIC PLACES FOR THE POSTING
OF NOTICE OF MEETINGS FOR THE PUEBLO CITY COUNCIL FOR
THE YEAR 2025

SUMMARY:

This Resolution designates the public places for the posting of notices of all meetings of the City Council at which the adoption of a proposed policy, position, resolution, rule, regulation or formal action occurs, or at which a majority or quorum of the body is in attendance or is expected to be in attendance.

PREVIOUS COUNCIL ACTION:

The public place for posting official notice for such public meetings is designated annually at the first regular meeting of each calendar year.

BACKGROUND:

Pursuant to 24-6-402(2)(c) C.R.S., any meetings at which the adoption of a proposed policy, position, resolution, rule, regulation or formal action occurs, or at which a majority or quorum of the body is in attendance, or is expected to be in attendance, shall be held only after full and timely notice is given to the public. The public place for posting such notice shall be designated annually at the local public body's first regular meeting of each calendar year.

Traditionally City Hall has been the designated public place for the posting of notice of meetings, specifically the bulletin board on the first floor under the supervision of the City Clerk. In 2014, the City's Webpage was added as an additional designated public place for the posting of notice of meetings.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable for this Resolution.

STAKEHOLDER PROCESS:

Not Applicable for this Resolution.

ALTERNATIVES:

Designate a different location as the official bulletin board.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15872

A RESOLUTION DESIGNATING PUBLIC PLACES FOR THE
POSTING OF NOTICE OF MEETINGS FOR THE PUEBLO CITY
COUNCIL FOR THE YEAR 2025

WHEREAS, pursuant to Section 24-6-402(2)(c)(I) C.R.S., any meetings at which the adoption of a proposed policy, position, resolution, rule, regulation or formal action occurs, or at which a majority or quorum of the body is in attendance, or is expected to be in attendance, shall be held only after full and timely notice is given to the public; and(I)

WHEREAS, the public places for posting such notices shall be designated annually at the local public body's first regular meeting of each calendar year; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The bulletin board located outside the Office of the City Clerk on the first floor of City Hall, #1 City Hall Place, Pueblo, Colorado, and the City of Pueblo's Webpage (www.pueblo.us), are hereby designated as the two public places for posting of notice of meetings for the Pueblo City Council. The posting shall include specific agenda information when possible.

SECTION 2.

The notice of meetings shall be posted no less than twenty-four hours prior to the holding of the meeting.

SECTION 3.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution to implement the policies and procedures described herein.

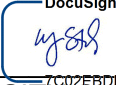
SECTION 4.

This Resolution shall become effective upon passage and approval.

INTRODUCED: January 13, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: January 13, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Marisa Stoller, City Clerk

SUBJECT: A RESOLUTION DESIGNATING A PUBLIC PLACE FOR THE POSTING
OF NOTICE OF MEETINGS FOR ALL BOARDS, COMMISSIONS, AND
COMMITTEES OF THE CITY OF PUEBLO FOR THE YEAR 2025

SUMMARY:

This Resolution designates the public place for the posting of notices of meetings for all Boards, Commissions, and Committees appointed by the City of Pueblo for the year 2025.

PREVIOUS COUNCIL ACTION:

The public place for posting notices for such public meetings is designated annually at the first City Council meeting of each calendar year.

BACKGROUND:

Pursuant to 24-6-402(2)(c) C.R.S., any meetings at which the adoption of a proposed policy, position, resolution, rule, regulation or formal action occurs, or at which a majority or quorum of the body is in attendance, or is expected to be in attendance, shall be held only after full and timely notice is given to the public.

Traditionally City Hall has been the designated public place for the posting of notices of meetings, specifically the bulletin board on the first floor of City Hall under the supervision of the City Clerk.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable for this Resolution.

STAKEHOLDER PROCESS:

Not Applicable for this Resolution.

ALTERNATIVES:

Designate a different location as the official bulletin board.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15873

A RESOLUTION DESIGNATING A PUBLIC PLACE FOR THE
POSTING OF NOTICE OF MEETINGS FOR ALL BOARDS,
COMMISSIONS, AND COMMITTEES OF THE CITY OF PUEBLO
FOR THE YEAR 2025

WHEREAS, pursuant to Section 24-6-402(2)(c)(I), C.R.S., any meetings at which the adoption of a proposed policy, position, resolution, rule, regulation or formal action occurs, or at which a majority or quorum of the body is in attendance, or is expected to be in attendance, shall be held only after full and timely notice is given to the public; and

WHEREAS, the public place for posting such notice shall be designated annually at the local public body's first regular meeting of each calendar year; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The bulletin board located outside the Office of the City Clerk on the first floor of City Hall, #1 City Hall Place, Pueblo, Colorado is hereby designated as the official bulletin board for the posting of meetings for all Boards, Commissions, and Committees of the City of Pueblo. The posting shall include specific agenda information when possible.

SECTION 2.

The notice of meetings shall be posted no less than twenty-four hours prior to the holding of the meeting.

SECTION 3.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution to implement the policies and procedures described herein.

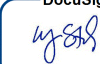
SECTION 4.

This Resolution shall become effective upon passage and approval.

INTRODUCED: January 13, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: January 13, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Alyssa Parga, Secretary to the Mayor

SUBJECT: A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF THOMAS LUCHIN TO SERVE A THREE-YEAR TERM EXPIRING DECEMBER 1, 2027, ON THE PUEBLO HUMAN RELATIONS COMMISSION

SUMMARY:

This Resolution confirms the appointment by the Mayor of Thomas Luchin to serve a three-year term expiring December 1, 2027 on the Pueblo Human Relations Commission.

PREVIOUS COUNCIL ACTION:

The Mayor has made appointments to boards and commissions selecting individuals to serve terms which expire during a particular calendar year and presented them to Council for approval.

BACKGROUND:

Due to term expirations, there is one spot available to complete a term on the Pueblo Human Relations Commission.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

Remove from the agenda and re-advertise for additional applications.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15874

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE
MAYOR OF THOMAS LUCHIN TO SERVE A THREE-YEAR
TERM EXPIRING DECEMBER 1, 2027, ON THE PUEBLO
HUMAN RELATIONS COMMISSION

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of
her appointment of Thomas Luchin to the Pueblo Human Relations Commission; NOW,
THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Thomas Luchin to the Pueblo Human Relations
Commission to serve a three-year term expiring December 1, 2027 shall be and is hereby
confirmed by the City Council.

SECTION 2.

The officers and staff of the City are authorized to perform any and all acts consistent
with this Resolution to implement the appointments described herein.

SECTION 3.

This Resolution shall become effective on the date of final action by the Mayor and City
Council.

INTRODUCED: January 13, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: January 13, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: A RESOLUTION ADOPTING THE 2025 CITY OF PUEBLO THREE-MILE ANNEXATION PLAN FOR THE CITY OF PUEBLO FOR THE PURPOSES OF ANNEXATION AS REQUIRED BY THE MUNICIPAL ANNEXATION ACT OF 1965 AND RESCINDING ALL ANNEXATION MASTER PLANS PREVIOUSLY ADOPTED

SUMMARY:

The proposed City of Pueblo Three-Mile Annexation Boundary Map fulfills the annual requirement to adopt a plan for the orderly development of the City. The attached map defines areas that may be annexed into the City in 2025 and references the Pueblo Regional Development Plan for information regarding municipal services. Approval of this plan will facilitate annexations proposed for 2025.

PREVIOUS COUNCIL ACTION:

City Council approved Resolution No. 15140 on February 13, 2023 adopting the 2023 City of Pueblo Three-Mile Annexation Plan.

BACKGROUND:

The Municipal Annexation Act of 1965 requires that municipalities adopt a Master Annexation Plan which generally describes the proposed location, character, and extent of streets, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities, and terminals for water, light, sanitation, transportation, and power to be provided by the City. The proposed City of Pueblo Three-Mile Annexation Boundary Map will serve as the City's official Annexation Master Plan as required by Section 31-12-105(1)(e) C.R.S. for the purpose of annexation. The Annexation Master Plan shall be updated at least annually.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their December 11, 2024 Regular Meeting, voted 5-0 to recommend approval. Commissioners Pasternak and Maestri absent.

STAKEHOLDER PROCESS:

The City Planning and Zoning Commission included the review of the 2025 Three-Mile Annexation Plan (MP-24-01) as a Public Meeting and Action item on the Wednesday, December 11, 2024 regular meeting of the Commission.

ALTERNATIVES:

None. Review and approval of the Three-Mile Annexation Boundary Map is required by Section 31-12-105(1)(e) C.R.S.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. MP-24-01 Attachments

RESOLUTION NO. 15875

A RESOLUTION ADOPTING THE 2025 CITY OF PUEBLO THREE-MILE ANNEXATION PLAN FOR THE CITY OF PUEBLO FOR THE PURPOSES OF ANNEXATION AS REQUIRED BY THE MUNICIPAL ANNEXATION ACT OF 1965 AND RESCINDING ALL ANNEXATION MASTER PLANS PREVIOUSLY ADOPTED

WHEREAS, the Planning and Zoning Commission is authorized to prepare and submit to the City Council for its approval a master plan for the physical development of the City, pursuant to Section 12-5 of the Charter of Pueblo; and,

WHEREAS, the Planning and Zoning Commission recommended approval of the 2025 Pueblo Annexation Master Plan, Three-Mile Plan for the City of Pueblo on December 11 2024; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The 2025 City of Pueblo Three-Mile Annexation Plan Map referencing that portion of the Pueblo Regional Development Plan which generally describes the proposed location, character and extent of streets, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities, and terminals for water, light, sanitation, transportation, and power to be provided by the City and the proposed land uses for the area as identified within the Pueblo Regional Development Plan and on its attached maps. The 2025 City of Pueblo Three-Mile Annexation Boundary Map is hereby approved and accepted as the City's official Annexation Master Plan as required by Section 31-12-105(1)(e) C.R.S. for the purpose of annexation. The Annexation Master Plan shall be updated at least annually.

SECTION 2.

All Annexation Master Plans and all parts thereof, heretofore adopted by the City Council for the City of Pueblo, are hereby repealed and rescinded, except insofar as to any physical development that has been approved pursuant thereto by the City or by any of its agencies, commissions, or boards.

SECTION 3.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of the Resolution to implement the policies and procedures described herein.

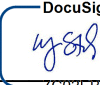
SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: January 13, 2025

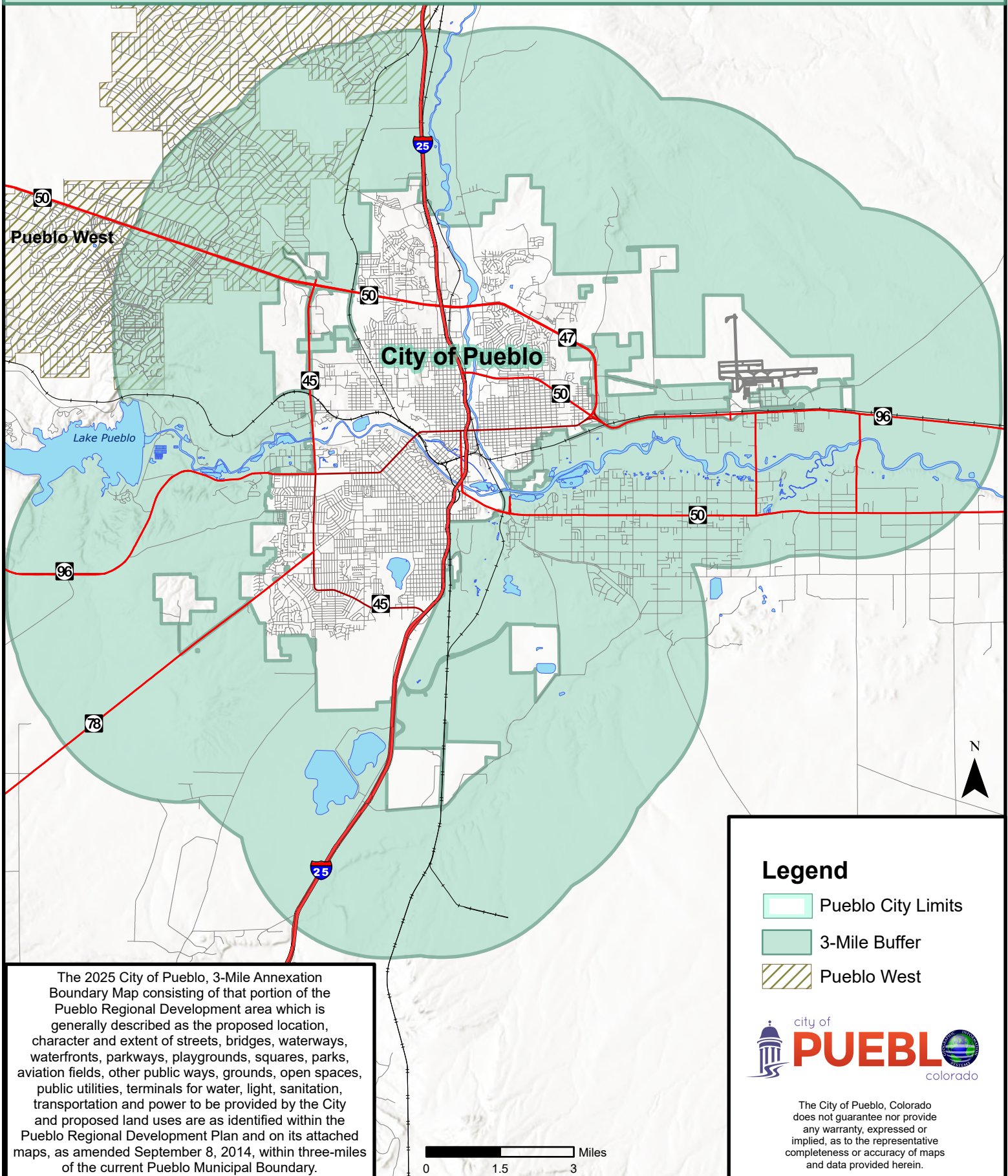
BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

CITY OF PUEBLO 3-MILE ANNEXATION BOUNDARY MAP

Effective: January 1, 2025



MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday December 11, 2024 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:33 PM with Chairman Mike Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Alexandra Aznar, Lisa Bailey, and Cheryl Spinuzzi

Commissioners Absent: Chris Pasternak and Regina Maestri

Staff Members Present: David Wyatt, Assistant City Attorney; Scott Hobson, Acting Director of Planning and Community Development; Beritt Odom, Principal Planner; Wade Broadhead, Senior Planner; Hannah Prinzi, Planner.

Staff Members Absent: Cindy Capritta, Land Use Tech

Approval of the Agenda: Bailey motioned to amend the agenda to move V-23-09 and Z-24-06 to the January 8th, 2025, meeting approve the agenda as amended, seconded by Spinuzzi

Motion Passed: 5-0

Public Meeting:

3. MP-24-01 Three Mile Annexation Plan

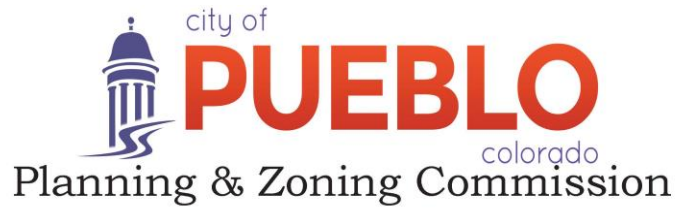
Commission Action: Bailey motioned to approve the application, seconded by Aznar.

Motion Passed: 5-0

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Regina Maestri
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MP-24-01

TO: City of Pueblo, Planning and Zoning Commission
FROM: Beritt Odom, Principal Planner
THROUGH: Scott Hobson, Acting Director of Planning and Community Development
DATE: December 11, 2024
SUBJECT: Three-Mile Annexation Plan

REQUEST:

The City is requesting review and approval of the 2025 City of Pueblo Three-Mile Annexation Plan as required by the Colorado Revised Statutes, §31-12-105.

BACKGROUND AND ANALYSIS:

The Colorado Revised Statutes, §31-12-105, (1), (e), (I) states, “prior to completion of any annexation within the three-mile area, the municipality shall have in place a plan for that area that generally describes the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities, and terminals for water, light, sanitation, transportation, and power to be provided by the municipality and the proposed land uses for the area. Such plan shall be updated at least once annually.” The proposed City of Pueblo Three-Mile Annexation Plan defines a three-mile boundary around the current City limits in which annexations may occur. The Three-Mile Annexation Plan references the Pueblo Regional Development Plan and its attached maps for information regarding infrastructure, transportation, and municipal services as required by State Statutes.

STAFF REVIEW AND FINDINGS:

The proposed City of Pueblo Three-Mile Annexation Boundary Map fulfills the annual requirement to adopt a plan for the orderly development of the city. The map defines areas that may be annexed into the city in 2025 and references the Pueblo Regional Development Plan for information regarding municipal services. Approval of this plan will facilitate annexations proposed for 2025.

RECOMMENDED ACTION:

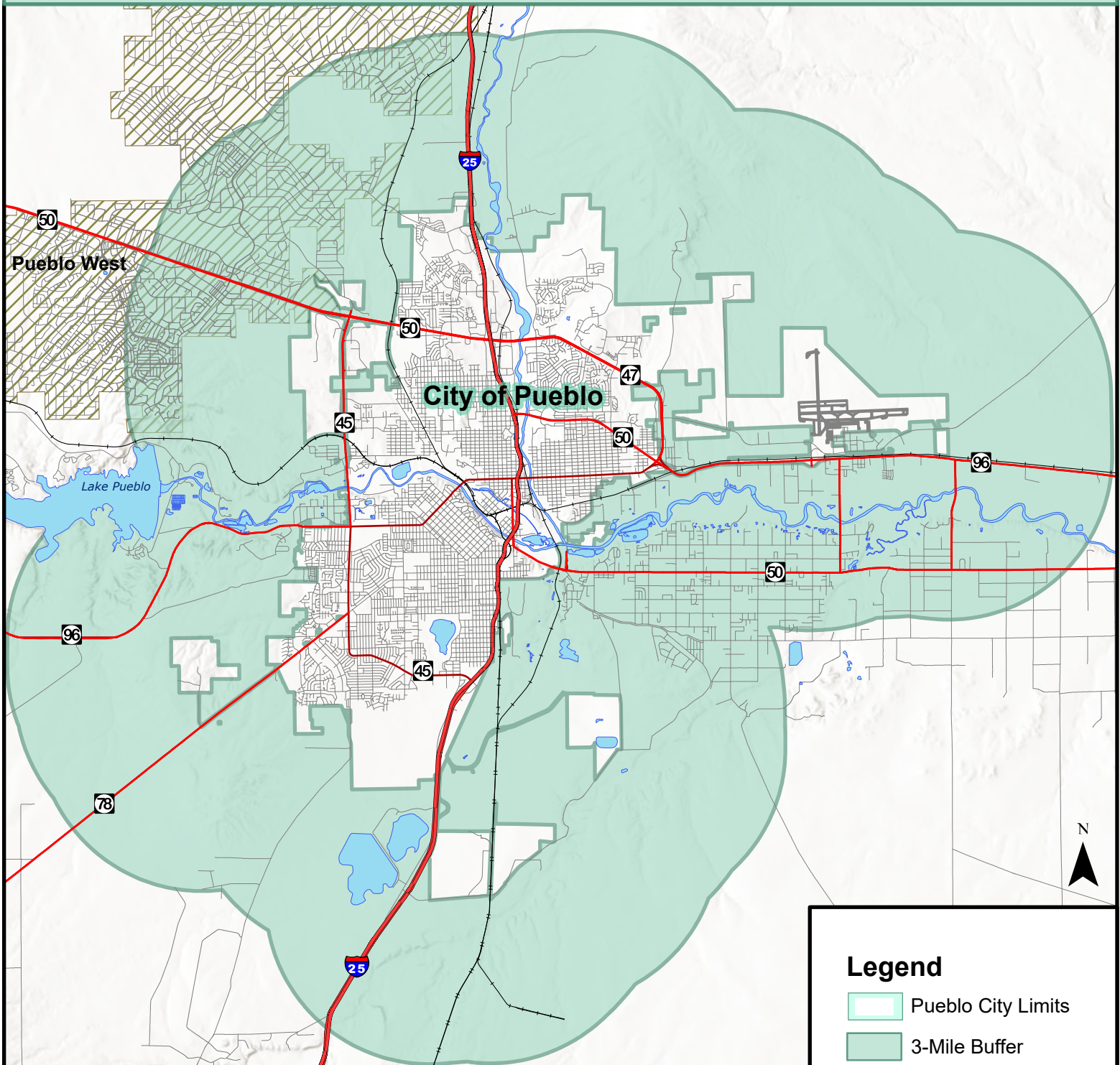
Staff recommends the Planning and Zoning Commission make the necessary findings of fact to forward a recommendation of **APPROVAL** of the City of Pueblo Three-Mile Annexation Plan to City Council.

ATTACHMENTS:

1. City of Pueblo Three-Mile Annexation Map

CITY OF PUEBLO 3-MILE ANNEXATION BOUNDARY MAP

Effective: January 1, 2025



The 2025 City of Pueblo, 3-Mile Annexation Boundary Map consisting of that portion of the Pueblo Regional Development area which is generally described as the proposed location, character and extent of streets, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities, terminals for water, light, sanitation, transportation and power to be provided by the City and proposed land uses are as identified within the Pueblo Regional Development Plan and on its attached maps, as amended September 8, 2014, within three-miles of the current Pueblo Municipal Boundary.

0 1.5 3 Miles

Legend

-  Pueblo City Limits
-  3-Mile Buffer
-  Pueblo West



The City of Pueblo, Colorado does not guarantee nor provide any warranty, expressed or implied, as to the representative completeness or accuracy of maps and data provided herein.



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: January 13, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL ELECTRICAL SERVICES IN THE AMOUNT OF \$10,500.00 TO SUN VALLEY CONTRACTORS, LLC, A COLORADO LIMITED LIABILITY COMPANY, FOR PROJECT NO. 24-141 29TH STREET PUMP STATION ELECTRICAL EVALUATION AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

SUMMARY:

This Resolution awards an Agreement for Professional Electrical Services to Sun Valley Contractors, LLC, to render certain professional assessment, planning, electrical engineering, and related services. Sun Valley Contractors, LLC, was determined to be the most responsible bidder and will be awarded a contract in the amount of \$10,500.00.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Before the installation of the pump station on 29th St, the roadway was susceptible to flooding during rainfall events. While the pump station was intended to mitigate this issue, it has since failed.

This project will perform a comprehensive electrical evaluation of the pump station to identify any electrical issues that are causing the pumps to be non-functional. The findings will be compiled into a report that will outline necessary steps to restore the pump station to operational condition.

In November 2024, the City of Pueblo Stormwater Utility solicited Requests for Proposals for electrical services for the 29th St Pump Station Electrical Evaluation Project. After reviewing the proposals, Sun Valley Contractors, LLC was determined to

be the most advantageous to the City of Pueblo, and in the best interest of the City of Pueblo, based on the evaluation factors set forth in the Request for Proposals.

FINANCIAL IMPLICATIONS:

Funding in the amount of \$10,500.00 will be paid from SW1701 – Pump Station – 29th St.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable to this Resolution.

STAKEHOLDER PROCESS:

Not Applicable to this Resolution.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 24-141 Award Letter 29th Street Pump Station Electrical Evaluation

RESOLUTION NO. 15876

A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL ELECTRICAL SERVICES IN THE AMOUNT OF \$10,500.00 TO SUN VALLEY CONTRACTORS, LLC, A COLORADO LIMITED LIABILITY COMPANY, FOR PROJECT NO. 24-141 29TH STREET PUMP STATION ELECTRICAL EVALUATION AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

WHEREAS, the Proposal by Sun Valley Contractors, LLC, for Project No. 24-141 29th Street Pump Station Electrical Evaluation, has been received and examined; AND,

WHEREAS, the Proposal by Sun Valley Contractors, LLC, was determined to be the most advantageous to the City of Pueblo, and in the best interest of the City of Pueblo, based on the evaluation factors set forth in the Request for Proposals; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 24-141 29th Street Pump Station Electrical Evaluation to be performed, and the contract for said services is hereby awarded to Sun Valley Contractors, LLC, in the amount of \$10,500.00.

SECTION 2.

Funds for said Agreement shall be paid from Project Account SW1701 – Pump Station – 29th St.

SECTION 3.

The Purchasing Agent is hereby authorized to execute said contract on behalf of the City of Pueblo, a Colorado Municipal Corporation, and the City Clerk shall affix the seal of the City thereto and attest the same.

SECTION 4.

The officers of the City are authorized to perform any and all acts consistent with this Resolution to implement the policies and procedures described herein.

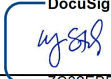
SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: January 13, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Cliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



Naomi Hedden
Director of Purchasing
230 S. Mechanic Street
Pueblo, CO 81003
719-553-2350 phone
purchasing@pueblo.us
www.pueblo.us/purchasing

PURCHASING DEPARTMENT

December 16, 2024

Sun Valley Contractors, LLC
Attn: Matt Weber
5475 Highway 86 #3
Elizabeth, CO 80107
Email: matt@sv-contractors.com

Ref: Project 24-141 29th Street Pump Station Electrical Evaluation

Dear Mr. Weber:

We are pleased to notify you that the Evaluation Committee has approved your bid in the total amount of \$10,500.00; however, before a Purchase Order can be issued additional information is required.

A Contract Checklist will be released to you through the OpenGov system to submit the required information. Please watch for a notice from OpenGov to complete the requirements. After all items are submitted and approved, you will be contacted by the City's Project Manager(s) with a Purchase Order and start date.

Terms and Conditions of the Purchase Order shall be subject to and incorporate the terms and conditions set forth in the Invitation for Bid. Any work or orders placed prior to receiving authorization to proceed will not be the responsibility of the City.

Sincerely,

A handwritten signature in black ink that reads "Naomi Hedden" followed by a horizontal line.

Naomi Hedden
Director of Purchasing

NH/cg



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: January 13, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Robert Jagger, Deputy City Attorney

SUBJECT: A RESOLUTION APPROVING COMPENSATION WITH RESPECT TO
LEGAL SERVICES AGREEMENT WITH BERG, HILL, GREENLEAF,
RUSCITTI LLP

SUMMARY:

This resolution approves compensation set forth in the Legal Services Agreement with Berg, Hill, Greenleaf, Ruscitti LLP a copy of which is attached hereto.

PREVIOUS COUNCIL ACTION:

Not applicable.

BACKGROUND:

Pursuant to Section 6-7 of the City Charter, special council is retained solely by the City Attorney but compensation is approved by City Council. The law firm of Berg, Hill, Greenleaf, Ruscitti LLP is being retained to advise City as to best course of action to resolve dispute with the Bessemer Irrigating Ditch Company ("Bessemer Ditch"), including:

- Review and advise with respect to the nature and scope of Bessemer Ditch's duty under federal law, state law and contract to maintain or repair the gunite lining;
- With respect to any such duty, review and advise as to available remedies including mandamus and/or tort claims for seepage or overflow and potential defenses including limitation of action.
- Review and advise as to the appropriate venue for any legal action including whether same be filed in federal court given that the maintenance obligation that is set forth in law arises in part under federal law.
- Review and advise as to the potential cost of such litigation and likelihood of success of such litigation.

FINANCIAL IMPLICATIONS:

This firm's hourly rate for this engagement is Partners \$345.00 / hour, Special Counsel / Senior Associates \$295.00 / hour and Paralegals \$160.00 / hour.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

Not approve Resolution.

RECOMMENDATION:

Approve the Resolution.

ATTACHMENTS:

1. Legal Services Agreement

RESOLUTION NO. 15877

A RESOLUTION APPROVING COMPENSATION WITH
RESPECT TO LEGAL SERVICES AGREEMENT WITH BERG,
HILL, GREENLEAF, RUSCITTI LLP

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Compensation set forth in the Legal Services Agreement with Berg, Hill, Greenleaf, Ruscitti LLP, a copy of which is attached hereto, is hereby approved.

SECTION 2.

The officers of the City are authorized to perform any and all acts consistent with the intent of this Resolution to effectuate the policies and procedures described herein.

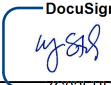
SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: January 13, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



Josh A. Marks
Partner

Email: jam@bhgrlaw.com

January 7, 2025

Via E-Mail: rjagger@pueblo.us

City of Pueblo c/o Robert P. Jagger
Deputy City Attorney
Pueblo City Attorney's Office
1 City Hall Place
Third Floor
Pueblo, CO 81003

Re: Engagement Letter

Dear Robert:

On behalf of Berg Hill Greenleaf Ruscitti LLP, may I express our appreciation for the City of Pueblo's (the "City") request for our firm to represent it regarding advice and potential litigation with respect to the Bessemer Ditch leakage issues on City of Pueblo property. We look forward to working with the City and your office.

We shall assume such representation, understanding that we will charge for our services at the then current hourly rates per employee (current rates are set forth on **Exhibit A**, attached hereto). Charges are calculated in six minute increments. We will give the City at least 30 days advance notice of any change in our firm's billing rates, as they are periodically increased to accommodate increases in the cost of operations. The City will be required to pay all costs and expenses incurred by our firm on the City's behalf. Costs, expenses and fees are payable regardless of the outcome of the case or matter. In the event we are required to travel on the City's behalf, we will charge at our regular rates for travel time.

Our firm agrees to perform legal services on the City behalf faithfully and with due diligence. We are authorized to pay on the City's behalf any bills associated with this matter, whether incurred by the City or us, but we have no obligation to pay the same. Whether said bills are paid by us or not, the City will remain liable for the same until discharged in full. We will not incur expenses in excess of \$450.00 in the aggregate without further authorization by the City.

In regard to all services rendered by our firm, we will customarily be incurring photocopying, postage, long distance calls, and other “out-of-pocket” expenses. All out-of-pocket expenses that we reasonably deem necessary in the rendition of legal services on the City’s behalf would be at the City’s expense (e.g., duplication of documents, litigation support document hosting services, etc.), except, however, any unusual expenses (e.g., use of an independent expert or professional or securing a survey) would only be incurred after the City would have approved the same. Any out-of-pocket costs or expenses over \$300.00 will be forwarded to the City for direct payment.

Our firm has also recently arranged for access to an AI generative platform called CoCounsel from Thompson/Reuters to assist on litigation support and to enhance the efficiency and quality of our legal services. Our Firm’s use of CoCounsel is primarily for document review and related purposes (including creating summaries of the documents and timelines), reviewing and summarizing deposition and trial testimony, research (in connection with Westlaw), and reviewing briefs submitted by opposing parties for purposes of verification of citations. We will have an attorney independently verify any AI-generated work product before using it for any purpose. The Firm will not use these services for drafting motions, briefs, reports, or correspondence. We may seek to employ this platform where it will result in net savings of attorney and staff-billed time for this matter. If we utilize CoCounsel, you will be billed a technology access fee not to exceed \$325.00 per use. Total AI usage fees will be itemized as an expense on each invoice. We will obtain your approval prior to utilizing CoCounsel.

We send invoices at least monthly, but we may bill more frequently depending upon the nature and magnitude of the services. Invoices are due upon receipt. We will send invoices via e-mail unless the City specifically requests in writing that we mail them.

This firm has a client trust account in which retainers and other funds belonging to the client which are either nominal in amount or expected to be held for a short time are deposited. Our client trust account is an interest-bearing account, and the interest is payable to the Colorado Lawyer Trust Account Foundation (COLTAF) a non-profit foundation. In the event that the City does not wish the interest on its trust account funds to go to COLTAF, and the City expects that the funds to be held in trust for its benefit will be substantial and not held for a short period of time, so that the establishment of a separate account is justified, please advise us in writing of the City’s desires, and we will make reasonable and appropriate banking arrangements. Otherwise, any funds held for the City or on the City’s behalf will be deposited into the firm’s COLTAF account. In any event we will review at reasonable intervals whether changed circumstances require further actions affecting the deposit of such funds.

January 8, 2025

Page 3

The City agrees that we may withdraw from its representation upon written notice being sent to the City if any bill is not paid within a reasonable time after mailing, if the City has refused to follow our advice to an extent that we deem prejudicial to our continued relationship, or if the City has refused to cooperate with us in our representation of the case. We will retain all documents, files, and other information, pertaining to this matter until full payment is made.

It is agreed that the City will bear all costs of collection, including reasonable attorneys' fees, if payments are not made as agreed. The City warrants and acknowledges that it has the financial ability to discharge all fees, costs, and expenses contemplated by this agreement and that it has sufficiently budgeted funds for our work.

I will be the attorney in charge of the City's account, and therefore, will be the appropriate contact person for services to be rendered on the City's behalf by our firm. Notwithstanding that, please do not hesitate to call any other attorney who is working on this matter.

Our communication and data preservation policies are contained in the attached **Exhibit B**. The City agrees to abide by these policies by signing below.

The Firms' Document/Data Management Policy is attached for the City's review and information as **Exhibit C**. By signing below, the City consents to this policy and to the management of this file accordingly.

In addition, by signing below, the City acknowledges that we have made no guarantee regarding the successful determination of this matter and all expressions relative thereto are matters of our preliminary opinions based on our current knowledge of the subject matters.

Notwithstanding anything in this fee agreement to the contrary, in the event we are unable to withdraw as counsel for the City in any pending action, whether through order of the Court or otherwise, we will continue to represent the City until such time as we are legally able to withdraw. In the interim, the City will remain responsible for all attorneys' fees and costs incurred in connection with our continued representation of the City, and the City hereby agrees to pay all such fees and costs in accordance with the terms of this fee agreement until such time as we are legally able to withdraw as counsel for the City.

If all of the foregoing is agreeable with the City, please indicate the City's approval on the lines provided below, and return a pdf copy of the signed acknowledgment to me via e-mail, fax, or regular mail. Electronic signatures, DocuSign or other similar means of acceptance are valid as original signatures. Please retain the fully signed copy of this letter for the City's information and records. The receipt by the City of a fully executed copy of this agreement is acknowledged by the City's signature hereto.

January 8, 2025
Page 4

We look forward to representing the City and working with you on this matter.

Very truly yours,



Josh A. Marks

READ AND APPROVED this _____ day of January, 2025.

CITY OF PUEBLO

BY:
ITS:

EXHIBIT A

<u>Timekeeper</u>	<u>Rate</u>
Partners	\$345.00 / hour
Special Counsel / Senior Associates	\$295.00 / hour
Paralegals	\$160.00 / hour

EXHIBIT B

COMMUNICATION AND DATA PRESERVATION

Many clients use cordless phones, cell phones, fax machines, voice messaging, hand-held devices, e-mail or similar devices or communication systems and wish to communicate with our Firm via these media because they may promote more timely responses and efficiency. However, modern communication systems such as these may not be as secure as the mailing of hard copies of documents, face-to-face meetings, or phone calls through land lines and may be more easily subject to interception than more traditional forms of communication. By signing this fee agreement below, the City consents to the use of modern means of communication, including but not limited to, cell phones, fax machines, voice messaging, hand-held devices, e-mail or similar devices or communication systems. If the City wishes to communicate using password protected or encrypted e-mail, please notify us of this fact in writing and we will accommodate this request. Similarly, if the City wishes to communicate only with us via traditional media (letters sent via U.S. Mail or telephone land lines), please advise us of this fact in writing and we will accommodate this request.

Regardless of the mode of communication used, please keep in mind that communications between our office and the City is generally confidential. Furthermore, such communications may be subject to the attorney/client privilege which means that neither the City nor anyone from the Firm may be called to testify about the nature and subject matter of our communications with the City. However, that privilege can be lost and the communications required to be disclosed at trial if the communications are shared with a third party. In order to protect the confidential nature of our communications with the City, we ask that the City refrain from sharing or relating our communications to a third party. In the event the City believes that communications with our office should be shared with a third party, we ask that the City consult with the attorney in charge of this case before doing so. In that way, the City and the attorney can determine what information should be provided to the third party, when the information should be provided, how the information should be provided and whether that information should come from the City or from the attorney. Given the ease of forwarding emails and voicemails, it is extremely important to the success of this matter that the City keep this policy in mind and resist the urge to “forward” to or “copy” third parties our communications with the City.

The City agrees to follow our firm’s policies to comply with rules requiring preservation of electronic data. Essentially, all electronic data is potentially discoverable in litigation. This includes e-mail sent or received by any employee, other “active” information stored on servers, or information stored on backup tapes or other media that are capable of restoration, even if the information was deleted at some prior time. Once the City reasonably anticipates litigation, the City

agrees to suspend routine document retention/destruction policy and put in place a “litigation hold” to ensure the preservation of relevant documents. The City agrees to work with us so we can oversee compliance with the litigation hold, and monitor the City’s efforts to identify, retain, and produce relevant documents. This will invariably involve speaking with information technology personnel who can explain system-wide backup procedures and the actual implementation of recycling policy. It will also involve communicating with “key players” in the litigation in order to understand how they stored information. The City understands that it is not sufficient to notify all employees of the litigation hold and expect that the party will then retain and produce all relevant information. As the City’s legal counsel, we must take affirmative steps to monitor compliance so that all sources of discoverable information are identified and searched. The City understands that failure to comply with these preservation obligations could result in severe sanctions being imposed by the court including monetary penalties, the giving of an adverse inference instruction to the jury at trial, or even dismissal of certain legal claims or defenses. The City agrees to pay all costs and fees associated with complying with electronic data requirements.

EXHIBIT C

DOCUMENT/DATA MANAGEMENT POLICY BERG HILL GREENLEAF RUSCITTI LLP JANUARY 2019

DOCUMENT RETENTION POLICY

The Firm recognizes that records and information management is the systematic control of all records, regardless of media, from their creation or receipt, through their processing, distribution, organization, storage, and retrieval to their destruction. Information flows through the organization in the form of paper and electronic records such as word processing documents, spreadsheets, e-mail, graphical images, and voice or data transmissions. In addition, the Firm acknowledges that information can be stored on a variety of storage media; therefore, the Firm's retention policies apply however the records and information are stored.

Active client records will generally be stored onsite and on the Firm's cloud-based document management service, Netdocuments. The Firm utilizes a third-party cloud-based document management system to increase security, efficiency, productivity, and ease of access to records by the Firm and the client. The Firm has chosen Netdocuments because it provides security and privacy certifications and compliance consistent with the Firm's legal and ethical duties regarding client information and records. By retaining the Firm, the client consents to the Firm utilizing Netdocuments for file and record retention and management purposes.

From time to time active client hard files may be sent offsite during periods of inactivity and to create more storage room onsite. The Firm utilizes an offsite storage facility that provides security and privacy consistent with the Firm's legal and ethical duties regarding client information and records. By retaining the Firm, the client consents to the Firm utilizing offsite storage for file and record retention and management purposes.

Once a matter concludes, any original client documents may be returned to the client, any duplicate or extra documents will be removed from the file and destroyed, and the remaining hard file may be shipped offsite for storage as needed. Any part of the matter that has been stored in Netdocuments will continue to be stored there consistent with the Firm's document retention policy.

Provided that there are no pending and/or threatened legal proceedings known by the Firm that related to the matter and the firm has not agreed to the contrary, the following retention periods are established for records according to departmental, fiscal, and legal requirements. Retention periods shall run from the termination of the representation or the termination of the matter if the firm represents the client in multiple matters. Retention periods are as follows:

Criminal Files: 5 years to life of client depending upon type of crime and/or outcome of case per Colorado Rules of Professional conduct 1.16A, unless there is an appeal of a felony conviction or sentence, and in that instance, the file will be retained for 8 years.

Litigation Files: 7 years with notice to client; 10 years without notice to client

Environmental Files: 15 years

Estates & Trusts Files: Indefinitely until the minor child reaches maturity

Stock certificates,
corporate tax
returns, Secretary
of State filings, and
retirement account
documentation: Permanently

Server: Backed up nightly. Electronic data may be stored up to 12 months.
NetDocuments: Document management online storage. Maintained remotely, encrypted, and backed up with redundant data centers.

PCs: Upon an employee's termination or a computer upgrade for an active employee, the PC used by that individual is wiped clean and either put back into use by another Firm employee, donated or destroyed.

DOCUMENT DESTRUCTION POLICY

Once records have reached their designated time for destruction, they should be destroyed or eliminated from all storage media; that is, file cabinets, inactive storage, magnetic media, "cloud" storage," and any other means of electronic storage or backup.

The Firm's record manager will be responsible for monitoring and determining when records are ready to be purged. Traditional paper records to be destroyed will be sent to a shredding facility and the destruction date will be recorded in the Firm's document management system. Electronic records will be physically destroyed and/or scrubbed by use of a scrubbing software.

If the partner in charge of a file determines that it is necessary to deviate from these retention and destruction policies, the partner shall inform the Firm's record manager who shall record the partner's instructions in the Firm's document management system.



**Background Paper for Proposed
Action Item**

COUNCIL MEETING DATE: January 13, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE APPROVING AN AGREEMENT IN THE AMOUNT OF ONE HUNDRED THOUSAND DOLLARS TO PROVIDE EVICTION PREVENTION ASSISTANCE BETWEEN THE COUNTY OF PUEBLO AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves a subrecipient agreement between the City and Pueblo County to provide eviction prevention assistance in cooperation with the 10th Judicial District to assist individuals and family's at-risk of homelessness due to pending eviction.

PREVIOUS COUNCIL ACTION:

City Council adopted Ordinance No. 10674 on March 25, 2024, allocating \$100,000 to Pueblo County for the use of emergency eviction diversion.

City Council has allocated funding for eviction prevention through the adoption of the 2020 Annual Action Plan allocating CDBG-CV funds to mortgage and eviction prevention activities.

BACKGROUND:

The City of Pueblo received a formula allocation of CDBG-CV funds from the U.S. Department of Housing and Urban Development. Through Ordinance No. 9951, Council established Project No. CDCV-040 Mortgage and Rental Assistance.

FINANCIAL IMPLICATIONS:

Funding is available in the 250 Fund. No local match is required.

BOARD/COMMISSION RECOMMENDATION:

Pueblo County applied for funding to carry out eviction prevention activities during the 2024 Notice of Funding Availability. The County's application was reviewed by the Citizen's Advisory Committee and was ranked No. 1 overall. The Citizen's Advisory Committee presented its recommendations to Council during Work Session on September 11, 2023.

STAKEHOLDER PROCESS:

Three public meetings and two Council Work Sessions were held during the process of funding allocation.

ALTERNATIVES:

City Council can choose not to provide funding for this Program.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Ordinance 10674 Packet, Subrecipient Agreement
2. Eviction Diversion Program 2025 County Approved Subrecipient Agreement

ORDINANCE NO.

AN ORDINANCE APPROVING AN AGREEMENT IN THE AMOUNT OF ONE HUNDRED THOUSAND DOLLARS TO PROVIDE EVICTION PREVENTION ASSISTANCE BETWEEN THE COUNTY OF PUEBLO AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, on March 27, 2020, President Trump signed the Coronavirus Aid, Relief, and Economic Security Act (Public Law 116-136) (CARES Act), which made available \$5 Billion in CDBG Coronavirus Response (CDBG-CV) funds to prevent, prepare for, and respond to coronavirus; and

WHEREAS, the City of Pueblo received Community development Block Grant CARES Act funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended, Public Law 93-383; and

WHEREAS, the effect of COVID negatively impacted employment, increased the cost of housing, increased the number of evictions and resulted in an increased number of homeless and economically displaced persons; and,

WHEREAS, the City of Pueblo wishes to enter into an agreement with the County of Pueblo to administer an Eviction Diversion Program; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The Agreement dated <> between the County of Pueblo and the City of Pueblo, a Colorado Municipal Corporation, ("the Agreement"), for the delivery of an Eviction Diversion Program in an effort to reduce homelessness, a copy of which is attached and incorporated herein, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute the Agreement in the name and on behalf of the City of Pueblo, where the Mayor may execute the Agreement by electronic signature and such electronic signature shall be attributable to the Mayor and the City of Pueblo.

SECTION 3.

The officers and staff of the City are directed and authorized to perform any and all acts consistent with the intent of this Ordinance and the attached Agreements to effectuate the transactions described therein.

SECTION 4.

If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 5.

This Ordinance shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk

ORDINANCE NO. 10674

AN ORDINANCE APPROVING AN AGREEMENT IN THE AMOUNT OF ONE HUNDRED THOUSAND DOLLARS TO PROVIDE EVICTION PREVENTION ASSISTANCE BETWEEN THE COUNTY OF PUEBLO AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, on March 27, 2020, President Trump signed the Coronavirus Aid, Relief, and Economic Security Act (Public Law 116-136) (CARES Act), which made available \$5 Billion in CDBG Coronavirus Response (CDBG-CV) funds to prevent, prepare for, and respond to coronavirus; and

WHEREAS, the City of Pueblo received Community development Block Grant CARES Act funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended, Public Law 93-383; and

WHEREAS, the effect of COVID negatively impacted employment, increased the cost of housing, increased the number of evictions and resulted in an increased number of homeless and economically displaced persons; and,

WHEREAS, the City of Pueblo wishes to enter into an agreement with the County of Pueblo to administer an Eviction Diversion Program; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The Agreement dated March 25, 2024, between the County of Pueblo and the City of Pueblo, a Colorado Municipal Corporation, ("the Agreement"), for the delivery of an Eviction Diversion Program in an effort to reduce homelessness, a copy of which is attached and incorporated herein, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute the Agreement in the name and on behalf of the City of Pueblo, where the Mayor may execute the Agreement by electronic signature and such electronic signature shall be attributable to the Mayor and the City of Pueblo.

SECTION 3.

The officers and staff of the City are directed and authorized to perform any and all acts consistent with the intent of this Ordinance and the attached Agreements to effectuate the transactions described therein

SECTION 4.

If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

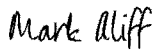
SECTION 5.

This Ordinance shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on March 11, 2024.

Final adoption of Ordinance by City Council on March 25, 2024.

DocuSigned by:

B7A4F51823A6402...

President of City Council

Action by the Mayor:

☒ Approved on 3/26/2024 | 3:29 PM MDT.

☐ Disapproved on _____ based on the following objections:

DocuSigned by:

3A85950B7BCA462...

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

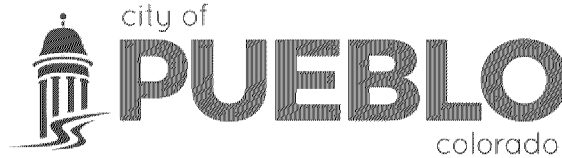
ATTEST

City Clerk

DocuSigned by:



7C02EBDFFC3D43C...



**Background Paper for Proposed
Action Item**

COUNCIL MEETING DATE: March 25, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE APPROVING AN AGREEMENT IN THE AMOUNT OF ONE HUNDRED THOUSAND DOLLARS TO PROVIDE EVICTION PREVENTION ASSISTANCE BETWEEN THE COUNTY OF PUEBLO AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves a subrecipient agreement between the City and Pueblo County to provide eviction prevention assistance in cooperation with the 10th Judicial District to assist individuals and family's at-risk of homelessness due to pending eviction.

PREVIOUS COUNCIL ACTION:

City Council has allocated funding for eviction prevention through the adoption of the 2020 Annual Action Plan allocating CDBG-CV funds to mortgage and eviction prevention activities.

BACKGROUND:

The City of Pueblo received a formula allocation of CDBG-CV funds from the U.S. Department of Housing and Urban Development. Through Ordinance No. 9951, Council established Project No. CDCV-040 Mortgage and Rental Assistance.

FINANCIAL IMPLICATIONS:

Funding is available in the 250 Fund. No local match is required.

BOARD/COMMISSION RECOMMENDATION:

Pueblo County applied for funding to carry out eviction prevention activities during the 2024 Notice of Funding Availability. The County's application was reviewed by the

Citizen's Advisory Committee and was ranked No. 1 overall. The Citizen's Advisory Committee presented its recommendations to Council during Work Session on September 11, 2023.

STAKEHOLDER PROCESS:

Three public meetings and two Council Work Sessions were held during the process of funding allocation.

ALTERNATIVES:

City Council can choose not to provide funding for this Program.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. CV-040 Eviction Diversion Agreement

AGREEMENT FOR COMMUNITY DEVELOPMENT SERVICES
(Subrecipient Agreement)
(Government Entity)

THIS AGREEMENT (“Agreement”) is made and entered into this 1st day of January 2024, by and between the city of Pueblo, a Municipal Corporation, hereinafter referred to as the “City” and **Pueblo County Department of Human Services, a Colorado governmental agency**, with an address of **2631 E 4th Street, Pueblo, Colorado 81001**, hereinafter referred to as the “Subrecipient” for **Eviction Diversion Program, CV-040**.

WITNESSETH THAT:

WHEREAS, the City has entered grant agreements with the U.S. Department of Housing and Urban Development (“HUD”) whereby federal financial assistance may be made available to the City under Title I of the Housing and Community Development Act of 1974, as amended to date; and

WHEREAS, pursuant to such grant agreements the City is undertaking certain activities necessary for the execution of a project situated in the project area described in the Scope of Services; and

WHEREAS, the City desires to disburse funds to the Subrecipient to execute certain projects and/or perform certain services in connection with such undertaking of the City; and

WHEREAS, Subrecipient has represented to the City that is duly qualified, eligible, and willing to undertake certain projects and/or services identified herein and in the Scope of Services attached hereto.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein, the parties hereto do mutually agree as follows:

1. SCOPE OF SERVICES; RESPONSIBILITIES OF SUBRECIPIENT

- (a) Subrecipient agrees to satisfactorily perform and complete all services and items of work, and furnish all labor and materials encompassed within or reasonably necessary to accomplish the tasks and functions described in the Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference, in full compliance with all provisions of this Agreement.
- (b) Subrecipient warrants and represents that it: (i) has the requisite authority and capacity to perform all terms and conditions on Subrecipient’s part to be performed hereunder; (ii) that it is fully aware of and understands its duty to perform all functions and services in accordance with the regulatory requirements of 24 CFR Part 570 and those identified in Exhibit “C” attached hereto and incorporated herein by reference; and (iii) that it is accepting federal financial assistance hereunder subject to certain mandatory repayment provisions.

2. RESPONSIBILITIES OF THE CITY

The City shall designate a representative of the City who will be authorized to make all necessary decisions required of the City on behalf of the City in connection with the performance of this Agreement and the disbursement of funds in connection with the program. In the absence of such a designation, the Mayor shall be deemed as the City’s authorized representative.

3. SUBRECIPIENT’S COMPENSATION AND METHOD OF PAYMENT

- (a) The City will pay to Subrecipient an amount up to that specified in subparagraph (c) of this paragraph as full compensation for all services and work to be performed or undertaken by Subrecipient

under this Agreement. Payment of funds to Subrecipient is subject to all of the following requirements, which shall be conditions precedent to payment: (i) that Subrecipient has expended funds for eligible approved expenditures, (ii) that Subrecipient is not in default of any material provision of this Agreement nor applicable law or regulation, (iii) that Subrecipient has timely submitted requests for payment or reimbursement detailing the eligible payment or reimbursement items in a format approved by City, (iv) that Subrecipient has certified with each payment or reimbursement request compliance with the requirements identified in Exhibit "C" and that all expenditures for which reimbursement is sought were made for and in furtherance of an approved project and are an eligible use of federal assistance under the Act and federal regulations, and (v) that City has timely received from HUD sufficient federal assistance under the Act to make the payment or reimbursement hereunder.

(b) Payment hereunder is also subject to and may only be disbursed in accordance with applicable HUD regulations including but not limited to those at 24 CFR Part 570, as presently promulgated and as same may be revised from time to time in the future, all other terms of this Agreement, and any special provisions in the Scope of Services. All payments received by Subrecipient hereunder are subject to repayment by Subrecipient as provided in 24 CFR Part 570 and Subrecipient submitting the following forms and information:

- i. Request for reimbursement form;
- ii. Copies of canceled checks;
- iii. Copies of invoices or receipts;
- iv. Signed payroll sheets;
- v. Demographic information of clients served (can be done quarterly); and
- vi. Any other report of information as requested by the grantor or federal agency.

[Requests for disbursements of CDBG-CV funds will not be processed until all necessary information and forms are complete. Incomplete requests will be returned to Subrecipient.]

(c) The aggregate of all payments made hereunder shall not exceed **One Hundred Thousand and 00/100 Dollars (U.S. \$100,000.00)**.

(d) Upon expiration of the term of this Agreement or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination together with any accounts receivable attributable to the use of funds provided hereunder.

4. TERM OF AGREEMENT

The term of this Agreement shall be from **January 1, 2024, to December 31, 2024**, unless sooner terminated as herein provided.

5. TERMINATION OF AGREEMENT

(a) For Cause: This Agreement may be terminated by City for cause, including any nonperformance by the Subrecipient, upon ten (10) days written notice to Subrecipient including a statement of the reasons therefore, and after an opportunity for a hearing has been afforded. If a hearing is requested, it shall be held before the City's Director of Housing and Citizen Services whose decision shall be final. The determination of the City as to the cause of termination and the appropriateness thereof shall be final and binding upon both City and Subrecipient. In accordance with 24 CFR Pat 570, cause for termination shall include any material failure by Subrecipient to comply with any term of this Agreement.

(b) For Convenience: This Agreement may be terminated for convenience in accordance with the provisions of 24 CFR Part 570. This Agreement shall automatically terminate at the end of its term as well as in the event of any suspension, reduction or non-receipt of Community Development funds by City.

(c) Post Termination Procedures: In the event of termination, all property acquired by Subrecipient with grant funds, all grant funds, program income, and loans originated with grant funds or by payments therefrom and payments received under such mortgage loans held, owned or retained by the Subrecipient shall immediately become the sole and separate property of the City and the Subrecipient shall perform all acts and execute all instruments necessary to transfer and assign such property, funds, income, and mortgage loans to City. Everything finished or unfinished, documents, data, studies, reports, and work product prepared by the Sub recipient under this Agreement or with grant funds shall, at the option of the City, become City's property and the Subrecipient shall be entitled to receive just and equitable compensation only for satisfactory work completed for which compensation has not previously been paid nor reimbursement made.

6. ASSIGNABILITY

This Agreement shall not be assigned or transferred by the Subrecipient without the prior written consent of the City. Any assignment or attempted assignment made in violation of this provision shall, at City's election, be deemed void and of no effect whatsoever.

7. CONFLICT OF INTEREST

The Subrecipient certifies and warrants that neither it nor any members of its Boards of Directors, officers or employees has or will derive any personal or financial interest or benefit from the activity or activities assisted pursuant to this Agreement, nor has an interest in any contract, subcontract or agreement with respect thereunto, nor the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure and for one year thereafter. Subrecipient shall avoid all conflicts of interest which are prohibited by applicable federal regulations including but not limited to those set forth in 24 CFR Part 570 as presently promulgated and as same may be revised from time to time in the future.

8. SUBRECIPIENT RECORDS

Subrecipient shall maintain records as to all services provided, reimbursable expenses incurred in performing the Scope of Services and complete accounting records. Accounting records shall be kept on a generally recognized accounting basis and as requested by the City's auditor. The Subrecipient agrees to comply with all applicable uniform administrative requirements described or referenced in 24 CFR 570.502. The Compliance Provisions attached as Exhibit "B" hereto are made a part of this Agreement and Subrecipient agrees to perform and comply with same. The City, HUD, Comptroller General of the United States, the Inspector General of HUD and any of their authorized representatives, shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers and records of the Subrecipient which relate to this Agreement for making an audit or examination. Upon completion of the work and end of the term of this Agreement, the City may require all Subrecipient's financial records relating to this Agreement to be turned over to City.

9. MONITORING AND EVALUATION

The City shall have the right to monitor and evaluate the progress and performance of the Subrecipient to assure that the terms of this Agreement are being satisfactorily fulfilled in accordance with HUD's, City's and other applicable monitoring and evaluation criteria and standards. The City shall at least quarterly review the Subrecipient's performance using on-site visits, progress reports required to be submitted by the Subrecipient, audit findings, disbursements transactions and contact with the Subrecipient as necessary. The Subrecipient shall furnish to the City monthly or quarterly program and financial reports of its activities in such form and manner as may be requested by the City. Subrecipients shall fully cooperate with City relating to such monitoring and evaluation.

10. SUBRECIPIENT FILES AND INFORMATION REPORTS

- (a) The Subrecipient shall maintain files containing information which shall clearly document all activities performed in conjunction with this Agreement, including, but not limited to, financial transactions, conformance with assurances, activity reports, and program income. These records shall be retained by the Subrecipient for a period of five years after the completion of the project. Activity reports shall be submitted monthly or quarterly no later than the fifteenth day of the month following the end of month or quarter for which the report is submitted, and no later than the following dates:
- | | |
|----------------------|------------------|
| (i) First Quarter: | April 15, 2024 |
| (ii) Second Quarter: | July 15, 2024 |
| (iii) Third Quarter: | October 15, 2024 |
| (iv) Fourth Quarter: | January 15, 2025 |
| (v) Annual Report: | January 15, 2025 |
- (b) Subrecipient shall submit the following forms and/or information with Subrecipient’s signed contracts(s): Board of Directors Roster, Staff Roster, and Budget.

11. INDEPENDENCE OF SUBRECIPIENT

Nothing herein contained nor the relationship of Subrecipient to City, which relationship is expressly declared to be that of an independent contractor, shall make or be construed to make Subrecipient or any of Subrecipient’s agents or employees the agents or employees of the City. Subrecipient shall be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors.

12. LIABILITY, INSURANCE

- (a) As to the City, Subrecipient agrees to assume the risk of all personal injury, including death and bodily injury, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the performance or nonperformance of this Agreement by Subrecipient or by the conditions created thereby. To the extent allowed by law, Subrecipient further agrees to indemnify, defend, and save harmless the City, its officers, agents and employees, from and against all claims, liabilities, costs expenses, penalties and attorney fees arising from such injuries to persons or damages to property or based upon or arising out of the performance or nonperformance of this Agreement by Subrecipient or out of any violation by Subrecipient of any statute, ordinance, rule or regulation.
- (b) Subrecipient agrees that it shall procure and will maintain during the term of this Agreement, such insurance as will protect it from claims under workers’ compensation acts, claims for damages because of personal injury including bodily injury, sickness or disease or death of any of its employees or of any person other than its employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth in subparagraph (c).
- (c) The minimum insurance coverage which Subrecipient shall obtain and keep in force is as follows:
- | | |
|------|---|
| (i) | Workers’ Compensation Insurance complying with statutory requirements in Colorado. |
| (ii) | Comprehensive General and Automobile Liability Insurance with limits not less than Six Hundred Thousand and No/100 Dollars (\$600,000) per person and occurrence for personal injury, including but not limited to death and bodily injury, and Six Hundred Thousand and No/100 Dollars (\$600,000) per occurrence for property damage. |

(d) In the event Subrecipient's obligations under this Agreement are secured by a deed of trust or mortgage instrument as provided in paragraph 14 (c) of this Agreement, Subrecipient agrees to procure and maintain, at its own expense, hazard and fire insurance upon the property described in said deed of trust on an all-risk form in such amounts of all liens against the property and the amount of funds provided by City pursuant to this Agreement. Subrecipient shall furnish a certificate of insurance certifying such coverage to City's Director of Finance prior to disbursement of any funds to Subrecipient. Both said certificate of insurance and the policy procured by Subrecipient shall name the City as an additional insured and loss payee.

13. CERTIFICATIONS

The Subrecipient agrees to execute and abide by the certifications contained in Exhibit "C". Subrecipient will have any contractors or subcontractors agree to execute and abide by the certifications contained in Exhibit "C" to this Agreement.

14. PROGRAM INCOME; REVERSION OF ASSETS

(a) Unless otherwise authorized by City in writing, all program income shall be returned to City within 30 days of receipt by Subrecipient. In the event City authorizes Subrecipient to retain any portion of program income, it shall only be used to accomplish the work set forth in the Scope of Services, and the amount of grant funds payable by City to Subrecipient shall be adjusted as provided by 24 CFR 570.504(b)(2)(i) and (ii).

(b) Upon expiration of the term of this Agreement, or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination together with any accounts receivable attributable to the use of funds provided hereunder.

(c) Any real property under Subrecipient's control that was acquired or improved in whole or in part with funds provided pursuant to this Agreement in excess of U.S. \$25,000 shall either: (i) be used to meet one of the national objectives set forth in 24 CFR 570.208 until five years after expiration or termination of this Agreement, or (ii) not be used in accordance with subparagraph (c)(i), in which event Subrecipient shall pay to City an amount equal to the current market value of the property less any portion of the value attributable to expenditures of funds not provided under this Agreement for the acquisition of, or improvement to the property. The use restriction and repayment obligation set forth in this subparagraph shall survive termination or expiration of this Agreement and shall be fully enforceable and subject to collection by City or HUD in accordance with applicable laws. If requested by City, Subrecipient shall execute a deed of trust or mortgage instrument which shall be and constitute a lien upon all real property acquired or improved with funds provided hereunder, and which shall secure all obligations of Subrecipient hereunder.

(d) In the event City incurs any costs or expenses in enforcing the requirements of this paragraph 14 or in bringing any action to recover the property or amount of any repayment obligation, City shall be entitled to recover its costs and expenses, including reasonable attorneys' fees.

15. SPECIAL REQUIREMENTS APPLICABLE TO IMPROVEMENTS TO PROPERTY

(a) In addition to all procurement requirements otherwise applicable to Subrecipient pursuant to any other provision of this Agreement or pursuant to any requirement of law or regulation incorporated in this Agreement by reference, if any portion of the funds provided to Subrecipient under this Agreement is to be used for making improvements to real property, including new construction, rehabilitation, or remodeling, then in such event Subrecipient shall comply with all requirements of this Paragraph 15.

(b) No improvements shall be undertaken to real property with funds (or reimbursement) provided hereunder unless and until: (i) plans and specifications therefore have been prepared by a registered Professional Engineer in good standing and duly licensed to practice in the State of Colorado or an Architect duly licensed and authorized to conduct a practice of architecture in the state of Colorado; (ii) such plans and specifications have been filed with the City and approved by both the City's designated representative and the City's Director of Public Works; and (iii) all construction contracts for improvements for which payment is sought from City shall have been awarded only after an open, competitive bidding process which has been approved by City's Director of Purchasing and which allows qualified contractors to reasonably participate in the competitive bidding procedures.

(c) If this Paragraph 15 is applicable, no disbursement of funds to Subrecipient shall be made by City hereunder unless and until all conditions precedent to payment specified elsewhere in this Agreement have been satisfied and Subrecipient files with City's Director of Planning and Community Development a written request for payment signed by an officer of Subrecipient that certifies: (i) that the amounts included in the request for payment have not been included in any prior request for payment, and (ii) that the improvements listed therein for which payment is sought have been completed in accordance with the approved plans and specifications therefore.

(d) In every contract for construction of improvements for which payment or reimbursement from City is to be provided under this Agreement, Subrecipient shall include a contract clause or clauses, approved by City's Director of Purchasing, requiring the contractor, and all of the contractor's subcontractors of all tiers, to comply with the requirements of the Davis-Bacon Act and implementing regulations, and to pay all laborers and mechanics engaged in work upon the improvements at the prevailing wage rates for such work as determined by the U.S. Department of Labor.

16. RECOGNITION OF HUD, CITY

In all printed materials, project descriptions and other activities undertaken with funds provided under this Agreement, Subrecipient shall provide recognition that funds have been provided by U.S. Department of Housing and Urban Development and the City of Pueblo. Recognition shall be accomplished by prominent disclosure of the role of HUD and City in all such printed materials and project signage, if any.

17. PERA LIABILITY

The Subrecipient shall reimburse the City for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for the city under this Agreement. The Subrecipient shall fill out the questionnaire attached as Exhibit "D," incorporated herein by reference, and submit the completed form to Finance Office as part of the signed Agreement.

18. ENTIRE AGREEMENT; AMENDMENTS

The provisions set forth in this Agreement, and all Exhibits and attachments to this Agreement, constitute the entire and complete agreement of the parties hereto and supersede all prior written and oral agreements, understandings or representations related thereto. No amendment or modification of this Agreement, and no waiver of any provisions of this Agreement shall be binding unless made in writing and executed by the duly authorized officers of both the Subrecipient and City.

19. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in a state court with jurisdiction located in Pueblo County, Colorado.

20. AUTHORITY FOR SIGNATURES; ELECTRONIC SIGNATURES

(a) The persons signing this Agreement on behalf of Subrecipient represent and warrant that such persons and Subrecipient have the requisite power and authority to enter, execute and deliver this Agreement and that this Agreement is a valid and legally binding obligation of Subrecipient enforceable against Subrecipient in accordance with its terms.

(b) This Agreement and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be: (i) an original, and all of which taken together shall constitute one and the same agreement, (ii) a valid and binding agreement and fully admissible under state and federal law, and (iii) enforceable in accordance with its terms.

21. FUND AVAILABILITY; SUBJECT TO LAW

(a) Financial obligations of City, if any, after the current year in which this Agreement is signed by both parties are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available by HUD, Pueblo City Council and City executive departments. Nothing herein shall be deemed to create an ongoing financial obligation of City.

(b) This Agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Pueblo, or Board of County Commissioners of Pueblo County, Colorado contrary to Article X, §20 of the Colorado Constitution or any other constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this Agreement, with respect to any financial obligation of City which may arise under this Agreement in any fiscal year, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default by or breach of this Agreement, including any sub-agreement, attachment, schedule or exhibit thereto, by the City. City may in its sole and absolute discretion terminate this Agreement for reasons of non-appropriation immediately upon written notice without causing default or breach.

(c) Nothing in this Agreement is intended, nor should it be construed, to create or extend any rights, claims or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations otherwise conferred upon the City of Pueblo, a Municipal Corporation, or Pueblo County, Colorado under or by virtue of federal or state law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq.

IN WITNESS, WHEREOF, the Subrecipient and the City have executed this Agreement as of the date first above written and under the laws of the State of Colorado.

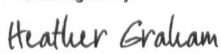
ATTEST:

DocuSigned by:


7C02EBDFFC3D43C...
City Clerk

[S E A L]

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

DocuSigned by:


3A85950B7BCA462...
By _____
Heather Graham, Mayor

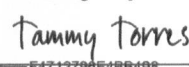
ATTEST:

By _____
Signature

Name _____

Title _____

SUBRECIPIENT:
Pueblo County Department of Human Services

DocuSigned by:


F4712790E46B496...
By _____
Signature

Name _____ Tammy Torres

Title _____ Director

EXHIBIT A
SCOPE OF SERVICES

A. Principal Tasks

The Subrecipient will be responsible for administering CDBG-CV funding year 2020 (CV-040) eviction diversion program for low-income households that reside within the Pueblo city limits. The Subrecipient will administer all tasks for the aforesaid program in compliance with all applicable federal, state, and local rules and regulations governing these funds and, in a manner, satisfactory to the City.

The major goal of the Subrecipient’s efforts under this Agreement will be as follows:

- 1. Subrecipient will provide an eviction diversion program that is restricted to low-income citizens who reside within the Pueblo city limits.
- 2. Subrecipient shall adhere to the written guidelines in the approved policies and procedures for the Eviction Diversion Program.

Changes in the scope of services, budget, or method of compensation contained in this Agreement, unless otherwise noted may only be made through a written amendment to this Agreement, executed by the Subrecipient and City.

Subrecipient will submit at a minimum, quarterly reports that address the Subrecipient’s ability to meet the goals and outcomes (Exhibit 4) as submitted with the initial application.

B. Budget and Method of Compensation

The Subrecipient will submit reimbursement requests for services rendered, operating expenditures and materials purchased supported by original invoices.

Approved budget is as follows:

Rental Assistance:	\$100,000.00
---------------------------	---------------------

C. Performance Monitoring:

The City will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the City will be considered non-compliance with this agreement. If actions to correct such substandard performance are not taken by the Subrecipient within a reasonable period of time after being notified by the City contract suspension or termination procedures will be initiated.

D. Time of Performance:

Services shall start on **January 1, 2024**, and end on **December 31, 2024**. The term of this agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds and other assets including program income.

EXHIBIT B
COMPLIANCE PROVISIONS INCORPORATED
IN A CONTRACT FOR SERVICES

1. An accounting system using the accrual basis of generally accepted accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the project should the project terminate the next day is mandatory. A receipts and disbursements ledger must be maintained. A general ledger with an income and expense account for each budgeted line item is necessary. Paid invoices revealing check number, date paid and item are necessary. Paid invoices revealing check number, date paid and evidence of goods or services received are to be filed per the expense account they were charged. The City must review and approve your account system and internal controls prior to the release of funds.
2. There is no flexibility on budgets. Line items may be changed only by the City's written concurrence of a budget amendment.
3. A log listing all long-distance telephone calls must be maintained (showing date, city and agency called, person making call and person called).
4. Eligible expenses are those considered reasonable and necessary costs for the efficient operation of the program as determined by the City. All costs must be budgeted items. Request for advance or reimbursements of expenses must be accompanied by:
 1. Original invoice marked with funding source
 2. Detailed listing of each expense showing:
 - a) recipient
 - b) brief description of purchase
 - c) amount with method of computation detailed

Cost Summary must be submitted monthly to reflect entries through the closing date for the books (indicate Closing Date on Cost Summary).

5. All employees handling funds are required to be insured by a fidelity bond.
6. The City shall not be obligated to any third parties of the Subrecipient. Each Subrecipient is further cautioned against obligating funds beyond the contract date of the agreement between the City and the Subrecipient. (Example: rent or lease agreements, service contracts, insurance, etc.)
7. The contractor will furnish the City such statements, records, data and information, and permit such interviews with personnel as the City may request to effectively monitor and evaluate the project.
8. City auditors will periodically make interim audits and may, upon completion of the project, make a final audit.
9. All records must be retained by the agency for a period of five years following the last day of each contract. (Cost summary reports must reflect actual general ledger balances.)
10. Subrecipient will have any contractors or subcontractors agree to execute and abide by the certifications contained in Exhibit "C" to this Agreement.

**EXHIBIT C
CERTIFICATIONS**

Subrecipient hereby certifies that the grant will be conducted and administered in compliance with:

- (1) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. 2000d, et seq.) and implementing regulations issued at 24 CFR Part 1;
- (2) Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284; 42 U.S.C. 3601, et seq.), as amended; and that the grantee will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;
- (3) Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto;
- (4) Section 3 of the Housing and Urban Development Act of 1968, as amended;
- (5) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;
- (6) Executive Order 11063, as amended by Executive Orders 12259, and implementing regulations at 24 CFR Part 107;
- (7) Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;
- (8) The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;
- (9) The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the HUD implementing regulations set forth in 24 CFR Part 42;
- (10) Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution;
- (11) The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);
- (12) The applicable regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, Revised, 24 CFR Part 570, and Subpart J of 24 CFR 570, A-87, A-110, A-122, A-128 and A-133 as they relate to the acceptance and use of federal funds under this federally-assisted program;
- (13) The Clean Air Act (42 U.S.C. 7401 et seq.) as amended (particularly section 176 (c) and (d) [42 U.S.C. 7506 (c) and (d)]) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA);
- (14) HUD environmental criteria and standards [24 CFR Part 51, Environmental Criteria and Standards];

(15) The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et seq., and 21 U.S.C. 349) as amended, particularly section 1424 (e) (42 U.S.C. 300 (h)-303 (e));

(16) The Endangered Species Act of 1973 (16 U.S.C. 1531 et. Seq.) as amended, including but not limited to section 7 (16 U.S.C. 1536) thereof;

(17) The Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1272 et seq.) as amended, particularly section 7 (b) and (c) [16 U.S.C. 1278 (b) and (c)];

(18) The Reservoir Salvage Act of 1960 (916 U.S.C. 469 et seq.), particularly section 3 (16 U.S.C. 469a-1), as amended by the Archeological and Historical Preservation Act of 1974;

(19) Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et seq.) as amended, particularly sections 102(a) and 202(a) [42 U.S.C. 4012a(a) and 4106(a)];

(20) Executive order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et seq.), particularly sections 2 and 5;

(21) It will comply with the Lead-Based Paint Poisoning Prevention requirements of 25 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.);

(22) The National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.) as amended; particularly section 106 (16 U.S.C. 470f); and

(23) Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.), particularly section 2(c).

(24) Construction work financed in whole or in part with federal funds is subject to the prevailing wage requirements of the Davis-Bacon Act (29 CFR, Parts 3 and 5), the Copeland Act (29 CFR Part 3), and the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96). When a project meets this applicability requirement, the labor standards provision of the HUD 4010 and the Davis-Bacon Wage Decision issued for the project will be incorporated into this contract document and shall be incorporated into all construction contracts and subcontracts of any tier thereunder.

(25) No CDBG funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed (24 CFR Part 87).

- (a) No federally appropriated funds have been or will be paid, by or on behalf of subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(26) Where asbestos is present in property undergoing rehabilitation, Federal requirements apply regarding worker exposure, abatement procedures and disposal. (CPD-90-44 EPA/OSHA).

(27) When HOME Investment Partnership Act funds are used, the Subrecipient will comply with implementing regulations and requirements under (24 CFR 92).

(28) The contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

(29) The contractor and all of its subcontractors acknowledge and will comply with the requirements of 2 C.F.R. § 200.216, including the prohibition on spending federal loan or grant funds to procure or obtain the prohibited equipment, services, or systems covered by the provision.

(30) To the extent consistent with law and in accordance with 2 C.F.R. § 200.322, contractor and all of its subcontractors will to the greatest extent practicable under the contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). This requirement must be included in all contracts and purchase orders that contractor may enter into.

- (31) Equal Opportunity. During the performance of this contract, the contractor agrees as follows:
- (i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - (ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - (iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 - (iv) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (v) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - (vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(32) Federally Assisted Construction Contracts. During the performance of this contract, the contractor agrees as follows:

(i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(iv) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246

of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Signature: _____
Subrecipient

EXHIBIT D
COLORADO PUBLIC EMPLOYEES RETIREMENT ASSOCIATION
SUPPLEMENTAL QUESTIONNAIRE TO BE ANSWERED BY
ANY BUSINESS PERFORMING SERVICES FOR THE CITY OF PUEBLO

Pursuant to section 24-51-1101(2), C.R.S., salary or other compensation from the employment, engagement, retention or other use of a person receiving retirement benefits (Retiree) through the Colorado Public Employees Retirement Association (PERA) in an individual capacity or of any entity owned or operated by a PERA Retiree or an affiliated party by the City of Pueblo to perform any service as an employee, contract employee, consultant, independent contractor, or through other arrangements, is subject to employer contributions to PERA by the City of Pueblo. Therefore, as a condition of contracting for services with the City of Pueblo, this document must be completed, signed and returned to the City of Pueblo:

- a) Are you, or do you employ or engage in any capacity, including an independent contractor, a PERA Retiree who will perform any services for the City of Pueblo? Yes ___, No ___.
- b) If you answered “yes” to (a) above, please answer the following question: Are you an individual, sole proprietor or partnership, or a business or company owned or operated by a PERA Retiree or an affiliated party? Yes ___, No ____.
- If you answered “yes” please state which of the above entities best describes your business:
- _____

- c) If you answered “yes” to both (a) and (b), please provide the name, address and social security number of each such PERA Retiree.

_____	_____
Name	Name
_____	_____
Address	Address
_____	_____
Social Security Number	Social Security Number

(If more than two, please attach a supplemental list)

Failure to accurately complete, sign and return this document to the City of Pueblo may result in your being denied the privilege or doing business with the City of Pueblo.

If you answered “yes” to both (a) and (b), you agree to reimburse the City of Pueblo for any employer contribution required to be paid by the City of Pueblo to PERA for salary or other compensation paid to you as a PERA Retiree or paid to any employee or independent contractor of yours who is a PERA Retiree performing services for the City of Pueblo. You further authorize the City of Pueblo to deduct and withhold all such contributions from any moneys due or payable to you by the City of Pueblo under any current or future contract or other arrangement for services between you and the City of Pueblo.

Signed _____, 20____.

By: _____

Name: _____

Title: _____

For purposes of responding to question (b) above, an “affiliated party” includes (1) any person who is the named beneficiary or co-beneficiary on the PERA account of the PERA Retiree; (2) any person who is a relative of the PERA Retiree by blood or adoption to and including parents, siblings, half-siblings, children, and grandchildren; (3) any person who is a relative of the PERA Retiree by marriage to and including spouse, spouse’s parents, stepparents, stepchildren, stepsiblings, and spouse’s siblings; and (4) any person or entity with whom the PERA Retiree has an agreement to share or otherwise profit from the performance of services for the City of Pueblo by the PERA Retiree other than the PERA Retiree’s regular salary or compensation.

AGREEMENT FOR COMMUNITY DEVELOPMENT SERVICES
(Subrecipient Agreement)
(Government Entity)

THIS AGREEMENT (“Agreement”) is made and entered into this 1st day of January 2025, by and between the city of Pueblo, a Municipal Corporation, hereinafter referred to as the “City” and **Pueblo County Department of Human Services, a Colorado governmental agency**, with an address of **2631 E 4th Street, Pueblo, Colorado 81001**, hereinafter referred to as the “Subrecipient” for **Eviction Diversion Program, CV-040**.

WITNESSETH THAT:

WHEREAS, the City has entered grant agreements with the U.S. Department of Housing and Urban Development (“HUD”) whereby federal financial assistance may be made available to the City under Title I of the Housing and Community Development Act of 1974, as amended to date; and

WHEREAS, pursuant to such grant agreements the City is undertaking certain activities necessary for the execution of a project situated in the project area described in the Scope of Services; and

WHEREAS, the City desires to disburse funds to the Subrecipient to execute certain projects and/or perform certain services in connection with such undertaking of the City; and

WHEREAS, Subrecipient has represented to the City that is duly qualified, eligible, and willing to undertake certain projects and/or services identified herein and in the Scope of Services attached hereto.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein, the parties hereto do mutually agree as follows:

1. SCOPE OF SERVICES; RESPONSIBILITIES OF SUBRECIPIENT

(a) Subrecipient agrees to satisfactorily perform and complete all services and items of work, and furnish all labor and materials encompassed within or reasonably necessary to accomplish the tasks and functions described in the Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference, in full compliance with all provisions of this Agreement.

(b) Subrecipient warrants and represents that it: (i) has the requisite authority and capacity to perform all terms and conditions on Subrecipient’s part to be performed hereunder; (ii) that it is fully aware of and understands its duty to perform all functions and services in accordance with the regulatory requirements of 24 CFR Part 570 and those identified in Exhibit “C” attached hereto and incorporated herein by reference; and (iii) that it is accepting federal financial assistance hereunder subject to certain mandatory repayment provisions.

2. RESPONSIBILITIES OF THE CITY

The City shall designate a representative of the City who will be authorized to make all necessary decisions required of the City on behalf of the City in connection with the performance of this Agreement and the disbursement of funds in connection with the program. In the absence of such a designation, the Mayor shall be deemed as the City’s authorized representative.

3. SUBRECIPIENT’S COMPENSATION AND METHOD OF PAYMENT

(a) The City will pay to Subrecipient an amount up to that specified in subparagraph (c) of this paragraph as full compensation for all services and work to be performed or undertaken by Subrecipient

under this Agreement. Payment of funds to Subrecipient is subject to all of the following requirements, which shall be conditions precedent to payment: (i) that Subrecipient has expended funds for eligible approved expenditures, (ii) that Subrecipient is not in default of any material provision of this Agreement nor applicable law or regulation, (iii) that Subrecipient has timely submitted requests for payment or reimbursement detailing the eligible payment or reimbursement items in a format approved by City, (iv) that Subrecipient has certified with each payment or reimbursement request compliance with the requirements identified in Exhibit "C" and that all expenditures for which reimbursement is sought were made for and in furtherance of an approved project and are an eligible use of federal assistance under the Act and federal regulations, and (v) that City has timely received from HUD sufficient federal assistance under the Act to make the payment or reimbursement hereunder.

(b) Payment hereunder is also subject to and may only be disbursed in accordance with applicable HUD regulations including but not limited to those at 24 CFR Part 570, as presently promulgated and as same may be revised from time to time in the future, all other terms of this Agreement, and any special provisions in the Scope of Services. All payments received by Subrecipient hereunder are subject to repayment by Subrecipient as provided in 24 CFR Part 570 and Subrecipient submitting the following forms and information:

- i. Request for reimbursement form;
- ii. Copies of canceled checks;
- iii. Copies of invoices or receipts;
- iv. Signed payroll sheets;
- v. Demographic information of clients served (can be done quarterly); and
- vi. Any other report of information as requested by the grantor or federal agency.

[Requests for disbursements of CDBG-CV funds will not be processed until all necessary information and forms are complete. Incomplete requests will be returned to Subrecipient.]

(c) The aggregate of all payments made hereunder shall not exceed **One Hundred Thousand and 00/100 Dollars (U.S. \$100,000.00)**.

(d) Upon expiration of the term of this Agreement or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination together with any accounts receivable attributable to the use of funds provided hereunder.

4. TERM OF AGREEMENT

The term of this Agreement shall be from **January 1, 2025, to December 31, 2025**, unless sooner terminated as herein provided.

5. TERMINATION OF AGREEMENT

(a) For Cause: This Agreement may be terminated by City for cause, including any nonperformance by the Subrecipient, upon ten (10) days written notice to Subrecipient including a statement of the reasons therefore, and after an opportunity for a hearing has been afforded. If a hearing is requested, it shall be held before the City's Director of Housing and Citizen Services whose decision shall be final. The determination of the City as to the cause of termination and the appropriateness thereof shall be final and binding upon both City and Subrecipient. In accordance with 24 CFR Part 570, cause for termination shall include any material failure by Subrecipient to comply with any term of this Agreement.

(b) For Convenience: This Agreement may be terminated for convenience in accordance with the provisions of 24 CFR Part 570. This Agreement shall automatically terminate at the end of its term as well as in the event of any suspension, reduction or non-receipt of Community Development funds by City.

(c) Post Termination Procedures: In the event of termination, all property acquired by Subrecipient with grant funds, all grant funds, program income, and loans originated with grant funds or by payments therefrom and payments received under such mortgage loans held, owned or retained by the Subrecipient shall immediately become the sole and separate property of the City and the Subrecipient shall perform all acts and execute all instruments necessary to transfer and assign such property, funds, income, and mortgage loans to City. Everything finished or unfinished, documents, data, studies, reports, and work product prepared by the Sub recipient under this Agreement or with grant funds shall, at the option of the City, become City's property and the Subrecipient shall be entitled to receive just and equitable compensation only for satisfactory work completed for which compensation has not previously been paid nor reimbursement made.

6. ASSIGNABILITY

This Agreement shall not be assigned or transferred by the Subrecipient without the prior written consent of the City. Any assignment or attempted assignment made in violation of this provision shall, at City's election, be deemed void and of no effect whatsoever.

7. CONFLICT OF INTEREST

The Subrecipient certifies and warrants that neither it nor any members of its Boards of Directors, officers or employees has or will derive any personal or financial interest or benefit from the activity or activities assisted pursuant to this Agreement, nor has an interest in any contract, subcontract or agreement with respect thereunto, nor the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure and for one year thereafter. Subrecipient shall avoid all conflicts of interest which are prohibited by applicable federal regulations including but not limited to those set forth in 24 CFR Part 570 as presently promulgated and as same may be revised from time to time in the future.

8. SUBRECIPIENT RECORDS

Subrecipient shall maintain records as to all services provided, reimbursable expenses incurred in performing the Scope of Services and complete accounting records. Accounting records shall be kept on a generally recognized accounting basis and as requested by the City's auditor. The Subrecipient agrees to comply with all applicable uniform administrative requirements described or referenced in 24 CFR 570.502. The Compliance Provisions attached as Exhibit "B" hereto are made a part of this Agreement and Subrecipient agrees to perform and comply with same. The City, HUD, Comptroller General of the United States, the Inspector General of HUD and any of their authorized representatives, shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers and records of the Subrecipient which relate to this Agreement for making an audit or examination. Upon completion of the work and end of the term of this Agreement, the City may require all Subrecipient's financial records relating to this Agreement to be turned over to City.

9. MONITORING AND EVALUATION

The City shall have the right to monitor and evaluate the progress and performance of the Subrecipient to assure that the terms of this Agreement are being satisfactorily fulfilled in accordance with HUD's, City's and other applicable monitoring and evaluation criteria and standards. The City shall at least quarterly review the Subrecipient's performance using on-site visits, progress reports required to be submitted by the Subrecipient, audit findings, disbursements transactions and contact with the Subrecipient as necessary. The Subrecipient shall furnish to the City monthly or quarterly program and financial reports of its activities in such form and manner as may be requested by the City. Subrecipients shall fully cooperate with City relating to such monitoring and evaluation.

10. SUBRECIPIENT FILES AND INFORMATION REPORTS

- (a) The Subrecipient shall maintain files containing information which shall clearly document all activities performed in conjunction with this Agreement, including, but not limited to, financial transactions, conformance with assurances, activity reports, and program income. These records shall be retained by the Subrecipient for a period of five years after the completion of the project. Activity reports shall be submitted monthly or quarterly no later than the fifteenth day of the month following the end of month or quarter for which the report is submitted, and no later than the following dates:

(i) First Quarter:	April 15, 2025
(ii) Second Quarter:	July 15, 2025
(iii) Third Quarter:	October 15, 2025
(iv) Fourth Quarter:	January 15, 2026
(v) Annual Report:	January 15, 2026

- (b) Subrecipient shall submit the following forms and/or information with Subrecipient's signed contracts(s): Board of Directors Roster, Staff Roster, and Budget.

11. INDEPENDENCE OF SUBRECIPIENT

Nothing herein contained nor the relationship of Subrecipient to City, which relationship is expressly declared to be that of an independent contractor, shall make or be construed to make Subrecipient or any of Subrecipient's agents or employees the agents or employees of the City. Subrecipient shall be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors.

12. LIABILITY, INSURANCE

(a) As to the City, Subrecipient agrees to assume the risk of all personal injury, including death and bodily injury, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the performance or nonperformance of this Agreement by Subrecipient or by the conditions created thereby. To the extent allowed by law, Subrecipient further agrees to indemnify, defend, and save harmless the City, its officers, agents and employees, from and against all claims, liabilities, costs expenses, penalties and attorney fees arising from such injuries to persons or damages to property or based upon or arising out of the performance or nonperformance of this Agreement by Subrecipient or out of any violation by Subrecipient of any statute, ordinance, rule or regulation.

(b) Subrecipient agrees that it shall procure and will maintain during the term of this Agreement, such insurance as will protect it from claims under workers' compensation acts, claims for damages because of personal injury including bodily injury, sickness or disease or death of any of its employees or of any person other than its employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth in subparagraph (c).

- (c) The minimum insurance coverage which Subrecipient shall obtain and keep in force is as follows:

- (i) Workers' Compensation Insurance complying with statutory requirements in Colorado.
- (ii) Comprehensive General and Automobile Liability Insurance with limits not less than Six Hundred Thousand and No/100 Dollars (\$600,000) per person and occurrence for personal injury, including but not limited to death and bodily injury, and Six Hundred Thousand and No/100 Dollars (\$600,000) per occurrence for property damage.

(d) In the event Subrecipient's obligations under this Agreement are secured by a deed of trust or mortgage instrument as provided in paragraph 14 (c) of this Agreement, Subrecipient agrees to procure and maintain, at its own expense, hazard and fire insurance upon the property described in said deed of trust on an all-risk form in such amounts of all liens against the property and the amount of funds provided by City pursuant to this Agreement. Subrecipient shall furnish a certificate of insurance certifying such coverage to City's Director of Finance prior to disbursement of any funds to Subrecipient. Both said certificate of insurance and the policy procured by Subrecipient shall name the City as an additional insured and loss payee.

13. CERTIFICATIONS

The Subrecipient agrees to execute and abide by the certifications contained in Exhibit "C". Subrecipient will have any contractors or subcontractors agree to execute and abide by the certifications contained in Exhibit "C" to this Agreement.

14. PROGRAM INCOME; REVERSION OF ASSETS

(a) Unless otherwise authorized by City in writing, all program income shall be returned to City within 30 days of receipt by Subrecipient. In the event City authorizes Subrecipient to retain any portion of program income, it shall only be used to accomplish the work set forth in the Scope of Services, and the amount of grant funds payable by City to Subrecipient shall be adjusted as provided by 24 CFR 570.504(b)(2)(i) and (ii).

(b) Upon expiration of the term of this Agreement, or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination together with any accounts receivable attributable to the use of funds provided hereunder.

(c) Any real property under Subrecipient's control that was acquired or improved in whole or in part with funds provided pursuant to this Agreement in excess of U.S. \$25,000 shall either: (i) be used to meet one of the national objectives set forth in 24 CFR 570.208 until five years after expiration or termination of this Agreement, or (ii) not be used in accordance with subparagraph (c)(i), in which event Subrecipient shall pay to City an amount equal to the current market value of the property less any portion of the value attributable to expenditures of funds not provided under this Agreement for the acquisition of, or improvement to the property. The use restriction and repayment obligation set forth in this subparagraph shall survive termination or expiration of this Agreement and shall be fully enforceable and subject to collection by City or HUD in accordance with applicable laws. If requested by City, Subrecipient shall execute a deed of trust or mortgage instrument which shall be and constitute a lien upon all real property acquired or improved with funds provided hereunder, and which shall secure all obligations of Subrecipient hereunder.

(d) In the event City incurs any costs or expenses in enforcing the requirements of this paragraph 14 or in bringing any action to recover the property or amount of any repayment obligation, City shall be entitled to recover its costs and expenses, including reasonable attorneys' fees.

15. SPECIAL REQUIREMENTS APPLICABLE TO IMPROVEMENTS TO PROPERTY

(a) In addition to all procurement requirements otherwise applicable to Subrecipient pursuant to any other provision of this Agreement or pursuant to any requirement of law or regulation incorporated in this Agreement by reference, if any portion of the funds provided to Subrecipient under this Agreement is to be used for making improvements to real property, including new construction, rehabilitation, or remodeling, then in such event Subrecipient shall comply with all requirements of this Paragraph 15.

(b) No improvements shall be undertaken to real property with funds (or reimbursement) provided hereunder unless and until: (i) plans and specifications therefore have been prepared by a registered Professional Engineer in good standing and duly licensed to practice in the State of Colorado or an Architect duly licensed and authorized to conduct a practice of architecture in the state of Colorado; (ii) such plans and specifications have been filed with the City and approved by both the City's designated representative and the City's Director of Public Works; and (iii) all construction contracts for improvements for which payment is sought from City shall have been awarded only after an open, competitive bidding process which has been approved by City's Director of Purchasing and which allows qualified contractors to reasonable participate in the competitive bidding procedures.

(c) If this Paragraph 15 is applicable, no disbursement of funds to Subrecipient shall be made by City hereunder unless and until all conditions precedent to payment specified elsewhere in this Agreement have been satisfied and Subrecipient files with City's Director of Planning and Community Development a written request for payment signed by an officer of Subrecipient that certifies: (i) that the amounts included in the request for payment have not been included in any prior request for payment, and (ii) that the improvements listed therein for which payment is sought have been completed in accordance with the approved plans and specifications therefore.

(d) In every contract for construction of improvements for which payment or reimbursement from City is to be provided under this Agreement, Subrecipient shall include a contract clause or clauses, approved by City's Director of Purchasing, requiring the contractor, and all of the contractor's subcontractors of all tiers, to comply with the requirements of the Davis-Bacon Act and implementing regulations, and to pay all laborers and mechanics engaged in work upon the improvements at the prevailing wage rates for such work as determined by the U.S. Department of Labor.

16. RECOGNITION OF HUD, CITY

In all printed materials, project descriptions and other activities undertaken with funds provided under this Agreement, Subrecipient shall provide recognition that funds have been provided by U.S. Department of Housing and Urban Development and the City of Pueblo. Recognition shall be accomplished by prominent disclosure of the role of HUD and City in all such printed materials and project signage, if any.

17. PERA LIABILITY

The Subrecipient shall reimburse the City for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for the city under this Agreement. The Subrecipient shall fill out the questionnaire attached as Exhibit "D," incorporated herein by reference, and submit the completed form to Finance Office as part of the signed Agreement.

18. ENTIRE AGREEMENT; AMENDMENTS

The provisions set forth in this Agreement, and all Exhibits and attachments to this Agreement, constitute the entire and complete agreement of the parties hereto and supersede all prior written and oral agreements, understandings or representations related thereto. No amendment or modification of this Agreement, and no waiver of any provisions of this Agreement shall be binding unless made in writing and executed by the duly authorized officers of both the Subrecipient and City.

19. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in a state court with jurisdiction located in Pueblo County, Colorado.

20. AUTHORITY FOR SIGNATURES; ELECTRONIC SIGNATURES

(a) The persons signing this Agreement on behalf of Subrecipient represent and warrant that such persons and Subrecipient have the requisite power and authority to enter, execute and deliver this Agreement and that this Agreement is a valid and legally binding obligation of Subrecipient enforceable against Subrecipient in accordance with its terms.

(b) This Agreement and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be: (i) an original, and all of which taken together shall constitute one and the same agreement, (ii) a valid and binding agreement and fully admissible under state and federal law, and (iii) enforceable in accordance with its terms.

21. FUND AVAILABILITY; SUBJECT TO LAW

(a) Financial obligations of City, if any, after the current year in which this Agreement is signed by both parties are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available by HUD, Pueblo City Council and City executive departments. Nothing herein shall be deemed to create an ongoing financial obligation of City.

(b) This Agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Pueblo, or Board of County Commissioners of Pueblo County, Colorado contrary to Article X, §20 of the Colorado Constitution or any other constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this Agreement, with respect to any financial obligation of City which may arise under this Agreement in any fiscal year, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default by or breach of this Agreement, including any sub-agreement, attachment, schedule or exhibit thereto, by the City. City may in its sole and absolute discretion terminate this Agreement for reasons of non-appropriation immediately upon written notice without causing default or breach.

(c) Nothing in this Agreement is intended, nor should it be construed, to create or extend any rights, claims or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations otherwise conferred upon the City of Pueblo, a Municipal Corporation, or Pueblo County, Colorado under or by virtue of federal or state law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq.

IN WITNESS, WHEREOF, the Subrecipient and the City have executed this Agreement as of the date first above written and under the laws of the State of Colorado.

ATTEST:

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

City Clerk

By_____
Heather Graham, Mayor

[S E A L]

ATTEST:

SUBRECIPIENT:
Pueblo County Department of Human Services

By_____
Signature

By_____
Signature

Name_____

Name_____

Title_____

Title_____

EXHIBIT A
SCOPE OF SERVICES

A. Principal Tasks

The Subrecipient will be responsible for administering CDBG-CV funding year 2020 (CV-040) eviction diversion program for low-income households that reside within the Pueblo city limits. The Subrecipient will administer all tasks for the aforesaid program in compliance with all applicable federal, state, and local rules and regulations governing these funds and, in a manner, satisfactory to the City.

The major goal of the Subrecipient's efforts under this Agreement will be as follows:

1. Subrecipient will provide an eviction diversion program that is restricted to low-income citizens who reside within the Pueblo city limits.
2. Subrecipient shall adhere to the written guidelines in the approved policies and procedures for the Eviction Diversion Program.

Changes in the scope of services, budget, or method of compensation contained in this Agreement, unless otherwise noted may only be made through a written amendment to this Agreement, executed by the Subrecipient and City.

Subrecipient will submit at a minimum, quarterly reports that address the Subrecipient's ability to meet the goals and outcomes (Exhibit 4) as submitted with the initial application.

B. Budget and Method of Compensation

The Subrecipient will submit reimbursement requests for services rendered, operating expenditures and materials purchased supported by original invoices.

Approved budget is as follows:

Rental Assistance:	\$100,000.00
---------------------------	---------------------

C. Performance Monitoring:

The City will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the City will be considered non-compliance with this agreement. If actions to correct such substandard performance are not taken by the Subrecipient within a reasonable period of time after being notified by the City contract suspension or termination procedures will be initiated.

D. Time of Performance:

Services shall start on **January 1, 2025**, and end on **December 31, 2025**. The term of this agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds and other assets including program income.

EXHIBIT B
COMPLIANCE PROVISIONS INCORPORATED
IN A CONTRACT FOR SERVICES

1. An accounting system using the accrual basis of generally accepted accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the project should the project terminate the next day is mandatory. A receipts and disbursements ledger must be maintained. A general ledger with an income and expense account for each budgeted line item is necessary. Paid invoices revealing check number, date paid and item are necessary. Paid invoices revealing check number, date paid and evidence of goods or services received are to be filed per the expense account they were charged. The City must review and approve your account system and internal controls prior to the release of funds.
2. There is no flexibility on budgets. Line items may be changed only by the City's written concurrence of a budget amendment.
3. A log listing all long-distance telephone calls must be maintained (showing date, city and agency called, person making call and person called).
4. Eligible expenses are those considered reasonable and necessary costs for the efficient operation of the program as determined by the City. All costs must be budgeted items. Request for advance or reimbursements of expenses must be accompanied by:
 1. Original invoice marked with funding source
 2. Detailed listing of each expense showing:
 - a) recipient
 - b) brief description of purchase
 - c) amount with method of computation detailed
- Cost Summary must be submitted monthly to reflect entries through the closing date for the books (indicate Closing Date on Cost Summary).
5. All employees handling funds are required to be insured by a fidelity bond.
6. The City shall not be obligated to any third parties of the Subrecipient. Each Subrecipient is further cautioned against obligating funds beyond the contract date of the agreement between the City and the Subrecipient. (Example: rent or lease agreements, service contracts, insurance, etc.)
7. The contractor will furnish the City such statements, records, data and information, and permit such interviews with personnel as the City may request to effectively monitor and evaluate the project.
8. City auditors will periodically make interim audits and may, upon completion of the project, make a final audit.
9. All records must be retained by the agency for a period of five years following the last day of each contract. (Cost summary reports must reflect actual general ledger balances.)
10. Subrecipient will have any contractors or subcontractors agree to execute and abide by the certifications contained in Exhibit "C" to this Agreement.

EXHIBIT C CERTIFICATIONS

Subrecipient hereby certifies that the grant will be conducted and administered in compliance with:

- (1) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. 2000d, et seq.) and implementing regulations issued at 24 CFR Part 1;
- (2) Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284; 42 U.S.C. 3601, et seq.), as amended; and that the grantee will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;
- (3) Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto;
- (4) Section 3 of the Housing and Urban Development Act of 1968, as amended;
- (5) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;
- (6) Executive Order 11063, as amended by Executive Orders 12259, and implementing regulations at 24 CFR Part 107;
- (7) Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;
- (8) The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;
- (9) The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the HUD implementing regulations set forth in 24 CFR Part 42;
- (10) Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution;
- (11) The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);
- (12) The applicable regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, Revised, 24 CFR Part 570, and Subpart J of 24 CFR 570, A-87, A-110, A-122, A-128 and A-133 as they relate to the acceptance and use of federal funds under this federally-assisted program;
- (13) The Clean Air Act (42 U.S.C. 7401 et seq.) as amended (particularly section 176 (c) and (d) [42 U.S.C. 7506 (c) and (d)]) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA);
- (14) HUD environmental criteria and standards [24 CFR Part 51, Environmental Criteria and Standards];

- (15) The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et seq., and 21 U.S.C. 349) as amended, particularly section 1424 (e) (42 U.S.C. 300 (h)-303 (e));
- (16) The Endangered Species Act of 1973 (16 U.S.C. 1531 et. Seq.) as amended, including but not limited to section 7 (16 U.S.C. 1536) thereof;
- (17) The Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1272 et seq.) as amended, particularly section 7 (b) and (c) [16 U.S.C. 1278 (b) and (c)];
- (18) The Reservoir Salvage Act of 1960 (916 U.S.C. 469 et seq.), particularly section 3 (16 U.S.C. 469a-1), as amended by the Archeological and Historical Preservation Act of 1974;
- (19) Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et seq.) as amended, particularly sections 102(a) and 202(a) [42 U.S.C. 4012a(a) and 4106(a)];
- (20) Executive order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et seq.), particularly sections 2 and 5;
- (21) It will comply with the Lead-Based Paint Poisoning Prevention requirements of 25 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.);
- (22) The National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.) as amended; particularly section 106 (16 U.S.C. 470f); and
- (23) Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.), particularly section 2(c).
- (24) Construction work financed in whole or in part with federal funds is subject to the prevailing wage requirements of the Davis-Bacon Act (29 CFR, Parts 3 and 5), the Copeland Act (29 CFR Part 3), and the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96). When a project meets this applicability requirement, the labor standards provision of the HUD 4010 and the Davis-Bacon Wage Decision issued for the project will be incorporated into this contract document and shall be incorporated into all construction contracts and subcontracts of any tier thereunder.
- (25) No CDBG funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed (24 CFR Part 87).
- (a) No federally appropriated funds have been or will be paid, by or on behalf of subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- (26) Where asbestos is present in property undergoing rehabilitation, Federal requirements apply regarding worker exposure, abatement procedures and disposal. (CPD-90-44 EPA/OSHA).
- (27) When HOME Investment Partnership Act funds are used, the Subrecipient will comply with implementing regulations and requirements under (24 CFR 92).
- (28) The contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
- (29) The contractor and all of its subcontractors acknowledge and will comply with the requirements of 2 C.F.R. § 200.216, including the prohibition on spending federal loan or grant funds to procure or obtain the prohibited equipment, services, or systems covered by the provision.
- (30) To the extent consistent with law and in accordance with 2 C.F.R. § 200.322, contractor and all of its subcontractors will to the greatest extent practicable under the contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). This requirement must be included in all contracts and purchase orders that contractor may enter into.
- (31) Equal Opportunity. During the performance of this contract, the contractor agrees as follows:
- (i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - (ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - (iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 - (iv) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (v) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - (vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(32) Federally Assisted Construction Contracts. During the performance of this contract, the contractor agrees as follows:

(i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(iv) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246

of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Signature: _____
Subrecipient

EXHIBIT D
COLORADO PUBLIC EMPLOYEES RETIREMENT ASSOCIATION
SUPPLEMENTAL QUESTIONNAIRE TO BE ANSWERED BY
ANY BUSINESS PERFORMING SERVICES FOR THE CITY OF PUEBLO

Pursuant to section 24-51-1101(2), C.R.S., salary or other compensation from the employment, engagement, retention or other use of a person receiving retirement benefits (Retiree) through the Colorado Public Employees Retirement Association (PERA) in an individual capacity or of any entity owned or operated by a PERA Retiree or an affiliated party by the City of Pueblo to perform any service as an employee, contract employee, consultant, independent contractor, or through other arrangements, is subject to employer contributions to PERA by the City of Pueblo. Therefore, as a condition of contracting for services with the City of Pueblo, this document must be completed, signed and returned to the City of Pueblo:

- a) Are you, or do you employ or engage in any capacity, including an independent contractor, a PERA Retiree who will perform any services for the City of Pueblo? Yes____, No____.
- b) If you answered “yes” to (a) above, please answer the following question: Are you an individual, sole proprietor or partnership, or a business or company owned or operated by a PERA Retiree or an affiliated party? Yes _____, No____.
If you answered “yes” please state which of the above entities best describes your business:

- c) If you answered “yes” to both (a) and (b), please provide the name, address and social security number of each such PERA Retiree.

Name

Address

Social Security Number

Name

Address

Social Security Number

(If more than two, please attach a supplemental list)

Failure to accurately complete, sign and return this document to the City of Pueblo may result in your being denied the privilege or doing business with the City of Pueblo.

If you answered “yes” to both (a) and (b), you agree to reimburse the City of Pueblo for any employer contribution required to be paid by the City of Pueblo to PERA for salary or other compensation paid to you as a PERA Retiree or paid to any employee or independent contractor of yours who is a PERA Retiree performing services for the City of Pueblo. You further authorize the City of Pueblo to deduct and withhold all such contributions from any moneys due or payable to you by the City of Pueblo under any current or future contract or other arrangement for services between you and the City of Pueblo.

Signed _____, 20_____.

By: _____
Name: _____
Title: _____

For purposes of responding to question (b) above, an “affiliated party” includes (1) any person who is the named beneficiary or co-beneficiary on the PERA account of the PERA Retiree; (2) any person who is a relative of the PERA Retiree by blood or adoption to and including parents, siblings, half-siblings, children, and grandchildren; (3) any person who is a relative of the PERA Retiree by marriage to and including spouse, spouse’s parents, stepparents, stepchildren, stepsiblings, and spouse’s siblings; and (4) any person or entity with whom the PERA Retiree has an agreement to share or otherwise profit from the performance of services for the City of Pueblo by the PERA Retiree other than the PERA Retiree’s regular salary or compensation.



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: January 13, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE AMENDING SECTION 17-2-2, SECTION 17-4-15 AND SECTION 17-4-51 OF CHAPTER 4 OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO NATURAL MEDICINE

SUMMARY:

Attached for consideration is a text amendment that will amend Chapter 4 of Title XVII of the Pueblo Municipal Code to regulate natural medicine in the City of Pueblo.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

During the 2023 Legislative Session, the Colorado General Assembly passed Senate Bill 23-290 Natural Medicine Regulation and Legalization, which Governor Polis signed into law in May 2023. The legislation is the formal implementation of Proposition 122, which Colorado voters approved in the 2022 general election to legalize natural medicine for personal use for persons 21 years and older. The law does not permit any retail component of natural medicine. Natural medicine instead may be administered by licensed facilitators in a healing center. The legislation tasks the Department of Regulatory Agencies (DORA) and the Department of Revenue (DOR) with regulating natural medicine businesses. DOLA will oversee the training, regulating, and licensing of facilitators, who provide and supervise natural medicine services. DOR will oversee licensing of healing centers and other businesses involved in natural medicines, namely cultivation facilities, product manufacturers, and testing facilities. DOLA will begin accepting natural medicine license applications on December 31, 2024. The Senate Bill prohibits local jurisdictions from prohibiting natural medicine businesses through zoning restrictions, but the legislation allows local jurisdictions to enforce reasonable regulations regarding time, manner, and place. The proposed Text Amendment would add definitions, performance regulations, and changes to the Table of Uses that

altogether regulate where and how natural medicine businesses may operate in Pueblo.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their December 11, 2024 Regular Meeting, voted 5-0 to recommend approval, Commissioners Maestri and Pasternak absent.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing by publication of the proposed amendment fifteen (15) days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance, Title XVII of the Pueblo Municipal Code will not be amended to reflect the proposed changes relating to natural medicine.

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. ORDINANCE
2. TA-24-01 Attachments

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 17-2-2, SECTION 17-4-15 AND SECTION 17-4-51 OF CHAPTER 4 OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO NATURAL MEDICINE

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

(brackets indicate matter being deleted, underscoring indicates new matter being added)

SECTION 1.

Section 17-2-2 of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 17-2-2. Use definitions

. . .

(99.5) Natural Medicine:

a. *Natural medicine, healing center* means a facility where an entity is licensed by the state licensing authority that permits a facilitator, as defined by state laws, and regulations, to provide and supervise natural medicine services for a participant as defined by state laws and regulations, which includes a participant consuming and experiencing the effects of regulated natural medicine or regulated natural medicine product under the supervision of a facilitator.

b. *Natural medicine, cultivation facility* means an entity which is licensed by the state licensing authority, that cultivates, prepares, and packages natural medicine products and sells natural medicine products to natural medicine stores, to natural medicine product manufacturing facilities, and to other natural medicine cultivation facilities, but not to consumers.

c. *Natural medicine, products manufacture*, means an entity which may purchase natural medicine; manufacture, prepare, and package natural medicine; and sell natural medicine products to other natural medicine product manufacturing facilities, but not to consumers.

d. *Natural medicine, testing facility* means an entity which may analyze and certify the safety and potency of natural medicine.

SECTION 2.

Section 17-4-15 of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 17-4-15 Natural Medicine, Business Performance Regulations.

(a) Definitions. As used in this Code, unless the context otherwise requires:

(1) *Natural medicine* means the following substances: psilocybin, or psilocin. It may include the following substances if, and only once they are approved by the state licensing authority: dimethyltryptamine, ibogaine, and/or mescaline but not peyote (*lophophra williamsii* Lemaire). Natural medicine does not include any synthetic, or synthetic analog of these substances, and does not include a derivative of naturally occurring compound of natural medicine that is produced using chemical synthesis, chemical modification, or chemical conversion.

(2) *Natural medicine business* means any of the following entities licensed under the State Regulatory Act and includes a natural medicine healing center, a natural medicine cultivation facility, a natural medicine products manufacturer, or a natural medicine testing facility, or another licensed entity created by the state licensing authority.

(3) *Natural medicine healing center* means a facility where an entity is licensed by the state licensing authority that permits a facilitator as defined by state laws and regulations, to provide and supervise natural medicine services for a participant as defined by state laws and regulations, which includes a participant consuming and experiencing the effects of regulated natural medicine or regulated natural medicine product under the supervision of a facilitator.

(4) *Natural medicine product* means a product infused with natural medicine that is intended for consumption as provided and defined by this code and state laws and regulations.

(5) *Natural medicine services* means a preparation session, administrative session, and integration session, as provided by state laws and regulations.

(6) *Participant* means an individual who is twenty-one (21) years of age or older who receives natural medicine services prescribed by and under the supervision of a licensed facilitator, as provided by state laws and regulations.

(7) *Regulated natural medicine* means natural medicine that is cultivated, manufactured, tested, stored, distributed, transported, or dispensed, as provided by state laws and regulations.

(8) *Regulated natural medicine product* means a natural medicine product that is cultivated, manufactured, tested, stored, distributed, transported, or dispensed, as provided by state laws and regulations.

(9) *State licensing authority* means the authority created under the Regulatory Act, state laws and regulations for the purpose of regulating and controlling the licensing of the cultivation, manufacturing, testing, storing, distribution, transfer, and dispensation of regulated natural medicine and regulated natural medicine product.

(b) Regulations

(1) Natural medicine businesses shall use an air filtration and ventilation system designed to ensure that the odors from natural medicine and natural medicine products are confined to the premises and are not detectable beyond the property boundaries on which the facility is located.

(2) All storage for natural medicine businesses shall be located within a permanent structure with a fixed location on the ground.

(3) No natural medicine business that provides natural medicine services shall operate out of a building that is within one thousand (1,000) feet of a childcare center; preschool; elementary, middle, junior or high school which offers in person classes, testing, and/or programs or a residential childcare facility. The 1,000-foot distance requirement does not apply to a licensed natural medicine facility located on land owned by the City or the state of Colorado or apply to a licensed facility that was actively doing business under a valid license issued by the state licensing authority before the school or childcare facility was established.

(4) Processing of Natural Medicine:

- a. The processing of natural medicine that includes the use of hazardous materials, including, without limitation, and by way of example, flammable and combustible liquids, carbon dioxide, and liquified petroleum gases, such as butane, is prohibited.
- b. Nonhazardous materials used to process natural medicine shall be stored in a manner so as to mitigate and ensure odors are not detectable beyond the property boundaries on which the processing facility is located, or the exterior walls of the processing facility associated with the processing of natural medicine.
- c. The processing of natural medicine shall meet the requirements of all adopted City building and life/safety codes.

SECTION 3.

Section 17-4-51 of the Pueblo Municipal Code is hereby amended to read as follows:

...

(c) Permitted Use Table

Table of Uses

USE CATEGORIES	SPECIFIC USES (DEFINITION)	DEFINITION REFERENCE §17-2-2	USE STANDARDS	Zone Districts																																
				A-1	A-2	A-3	A-4	R-1	R-2	R-2U	R-3	R-4	R-5	R-6	R-7	R-8	RCN	O-1	B-1	B-2	B-3	B-4	B-P	CCN (Major)	CCN (Minor)	H-B	HARP-1	HARP-2	HARP-3	I-1	I-2	I-3	S-1	S-2	S-3	S-4
COMMERCIAL USES																																				
Retail	Bakery, retail	(15)														S		C	C	P	P	P	P	P	C	C	C	C			P					
	Flea market	(57)																		S	S	S							S	S	P	S				
	Mobile home sales	(95)												S						S									S	S	S					
	Pawnshop	(108)												S					S	P	S	P							S	S	P					
	Pharmacy	(112)														C	S	C	C	P	P	P	C	C	C	C	C				P					
	Precious metal purchaser	(115)																		S	P	P	S								P					
	Reserved	(132)a.																																		
	Retail sales, big box	(132)c.																		S	P	P	P								P					
	Retail sales, building materials	(132)d.																		S	C	C	C							P	P	P				
	Retail sales, garden center	(132)e.		P	P	P	P							S						C	P	P	P	P	S	S	S	S	S	S	S	P				
	Retail sales, general	(132)f.												P		S		C	P	P	P	P	P	S	P	P	P	P			P					
	Retail sales, liquor store	(132)g.												P					S	P	P	P	S		S	S	S	S				P				
	Retail sales, retail marijuana	(131)c.																			C	C	C								C	C				
	Natural medicine, healing center	(99.5)a.	§ 17-4-15										P	P			P	P	P	P	P	P														
	Reserved	(132)j.																																		

Table of Uses

USE CATEGORIES	SPECIFIC USES (DEFINITION)	DEFINITION REFERENCE §17-2-2	USE STANDARDS	Zone Districts																																					
				A-1	A-2	A-3	A-4	R-1	R-2	R-2U	R-3	R-4	R-5	R-6	R-7	R-8	RCN	O-1	B-1	B-2	B-3	B-4	B-P	CCN (Major)	CCN (Minor)	H-B	HARP-1	HARP-2	HARP-3	I-1	I-2	I-3	S-1	S-2	S-3	S-4	S-5				
COMMERCIAL USES (CONT.)																																									
Commercial Services	Beauty salon or barbershop	(19)	§ 17-4-51 (d)(2)																																						
	Body art studio	(23)																																							
	Car wash	(28)																																							
	General service	(62)																																							
	Laundromat	(79)																																							
	Laundry service	(80)																																							
	Massage establishment	(86)																																							
	Medical marijuana testing facility	(87)e.																																							
	Photography studio	(112.5)																																							
	Print shop	(116)																																							
	Retail marijuana testing facility	(131)d.																																							
	Natural medicine testing facility	(99.5)d.	§ 17-4-15																																						

Table of Uses

USE CATEGORIES	SPECIFIC USES (DEFINITION)	DEFINITION REFERENCE §17-2-2	USE STANDARDS	Zone Districts																																
				A-1	A-2	A-3	A-4	R-1	R-2	R-2U	R-3	R-4	R-5	R-6	R-7	R-8	RCN	O-1	B-1	B-2	B-3	B-4	B-P	CCN (Major)	CCN (Minor)	H-B	HARP-1	HARP-2	HARP-3	I-1	I-2	I-3	S-1	S-2	S-3	S-4
INDUSTRIAL USES																																				
Production and Processing	Butcher shop	(27)																P	P	P	P	P	P	S							P					
	Commissary	(37)																		S	S	P								P	S	P				
	Food and drink processing facility, major	(58)a.		S	S																	S								S	S	P				
	Food and drink processing facility, minor	(58)b.		P	P															S	S	P	S	S					P	P	P					
	Food warehousing	(59)		P	P															S	S	C	S	S					C	C	P					
	Medical marijuana infused product manufacturing facility	(87)d.	§ 17-15-01 thru 17-15-09																				C							C	C	C				
	Microbrewery	(88)																		S	S	S			S				P	P	P					
	Retail marijuana product manufacturing facility	(131)b.																					C							C	C	C				
	Natural Medicine product manufacturing facility	(99.5)c.	§ 17-4-15																				P							P	P	P				
	Manufacturing and Production	Batch plant	(18)																												P	P	P			
Manufacturing and production		(85)																				P							P	P	P					
Woodworking		(160)																		C	C	P							P	P	P					

Table of Uses

USE CATEGORIES	SPECIFIC USES (DEFINITION)	DEFINITION REFERENCE §17-2-2	USE STANDARDS	Zone Districts																																			
				A-1	A-2	A-3	A-4	R-1	R-2	R-2U	R-3	R-4	R-5	R-6	R-7	R-8	RCN	O-1	B-1	B-2	B-3	B-4	B-P	CCN (Major)	CCN (Minor)	H-B	HARP-1	HARP-2	HARP-3	I-1	I-2	I-3	S-1	S-2	S-3	S-4	S-5		
INDUSTRIAL USES (CONT.)																																							
Other Industrial	Auction house	(9)		S	S																	S								P	P	P							
	Exterminator	(51)																													P	P	P						
	Medical marijuana cultivation facility	(87)b.																				C									C	C	C						
	Natural Medicine cultivation facility	(99.5)b.	§ 17-4-15																			P									P	P	P						
	Power plant	(114)																															S						
	Retail marijuana cultivation facility	(131)a.																					C									C	C	C					
	Refinery	(123)																															P						
	Taxidermist	(143)																														S	P	P					
	Tree service	(149)																															P	P					

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of the Ordinance to implement the policies and procedures described herein.

SECTION 5.

This Ordinance shall become effective thirty (30) days after the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday December 11, 2024 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:33 PM with Chairman Mike Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Alexandra Aznar, Lisa Bailey, and Cheryl Spinuzzi

Commissioners Absent: Chris Pasternak and Regina Maestri

Staff Members Present: David Wyatt, Assistant City Attorney; Scott Hobson, Acting Director of Planning and Community Development; Beritt Odom, Principal Planner; Wade Broadhead, Senior Planner; Hannah Prinzi, Planner.

Staff Members Absent: Cindy Capritta, Land Use Tech

Approval of the Agenda: Bailey motioned to amend the agenda to move V-23-09 and Z-24-06 to the January 8th, 2025, meeting approve the agenda as amended, seconded by Spinuzzi

Motion Passed: 5-0

Public Hearings

6. **TA-24-01** **Text Amendment:** An Ordinance amending Sections 17-2-2, 17-4-15, and 17-4-51 of the Pueblo Municipal Code relating to Natural Medicine. The proposed text defines natural medicine uses, creates natural medicine use performance standards, and establishes natural medicine uses as permitted uses certain zone districts. Staff Report by Hannah Prinzi, Planner.

Public Hearing: No one appeared in opposition.

Commission Action: Bailey moved to recommend the text amendment application to City Council, seconded by Spinuzzi.

Motion Passed: 5-0

TEXT AMENDMENT TA-24-01

TO: City of Pueblo Planning and Zoning Commission

FROM: Beritt Odom, Principal Planner; Bart Mikitowicz, Senior Planner; Hannah Prinzi, Planner

THROUGH: Scott Hobson, Acting Director of Planning and Community Development

DATE: December 11, 2024

SUBJECT: AN ORDINANCE AMENDING SECTION 17-2-2, SECTION 17-4-15, AND SECTION 17-4-51 OF CHAPTER 4 OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO NATURAL MEDICINE

BACKGROUND:

During the 2023 Legislative Session, the Colorado General Assembly passed Senate Bill 23-290 Natural Medicine Regulation and Legalization, which Governor Polis signed into law in May 2023. The legislation is the formal implementation of Proposition 122, which Colorado voters approved in the 2022 general election to legalize natural medicine for personal use for persons 21 years and older. The law does not permit any retail component of natural medicine. Natural medicine instead may be administered by licensed facilitators in a healing center. The legislation tasks the Department of Regulatory Agencies (DORA) and the Department of Revenue (DOR) with regulating natural medicine businesses. DORA will oversee the training, regulating, and licensing of facilitators, who provide and supervise natural medicine services. DOR will oversee licensing of healing centers and other businesses involved in natural medicines, namely cultivation facilities, product manufacturers, and testing facilities. DORA will begin accepting natural medicine license applications on December 31, 2024.

The Senate Bill prohibits local jurisdictions from prohibiting natural medicine businesses through zoning restrictions, but the legislation allows local jurisdictions to enforce reasonable regulations regarding time, manner, and place. The proposed Text Amendment would add definitions, performance regulations, and changes to the Table of Uses that altogether regulate where and how natural medicine businesses may operate in Pueblo.

ANALYSIS:

The Planning and Community Development Department proposes to regulate natural medicine businesses in the City of Pueblo by first adding four new use definitions to Section 17-2-2 of the Pueblo Municipal Code: 1) Natural medicine healing center, 2) Natural medicine cultivation facility, 3) Natural medicine products manufacturer, and 4) Natural medicine testing facility. A healing center is where a participant may receive services from a state-licensed facilitator, who supervises the participant as they consume and experience the effects of regulated natural medicine products. As per state law, participants must be 21 years and older. A cultivation facility is a state-licensed entity that cultivates, prepares, and packages natural medicine products. The cultivation facility may not sell to consumers—only to product manufacturers or other cultivation facilities. A product manufacturer is a state-licensed entity that may purchase, manufacture, prepare, and sell natural medicine products to other natural medicine

manufacturers, but not to consumers. A testing facility is a state-licensed entity that may analyze and certify the safety and potency of natural medicine.

The four use definitions (healing center, cultivation facility, product manufacturer, and testing facility) would be added to Section 17-4-51, Permitted Use Table, to regulate where each use is permitted. A natural medicine healing center would be allowed as a use by-right in a Neighborhood Office (O-1), Multiple Residential and Office (R-5), Multiple Residential and Commercial (R-6), and all Business Districts (B-1 through B-4 & BP). The healing center would not be permitted in any solely residential Zone Districts (R-1 through R-3) or in the Historic and HARP Zone Districts (HB & HARP-1 through HARP-3). The other three uses—the cultivation facility, product manufacturer, and testing facility—are not permitted in any Residential Zone District. A testing facility, cultivation facility, and product manufacturer would be allowed as a use by-right in a Business Park (BP) and all Industrial Zone Districts (I-1 through I-3).

Finally, the proposed Text Amendment would add Sec 17-4-15, Natural Medicine, Business Performance Regulations, to Title XVII of the Pueblo Municipal Code. This Section would reiterate the four use definitions (healing center, cultivation facility, products manufacturer, and testing facility) and add five non-use definitions: natural medicine product, natural medicine services, participant, regulated natural medicine, regulated natural medicine product, and state licensing authority. The section would then create performance regulations for all natural medicine businesses. The first is that natural medicine businesses shall use an air filtration and ventilation system to confine odors to the premises. Second, all storage must be within a permanent structure on a fixed location on the ground. Third, no healing center shall be operated out of a building within 1,000 feet of a school that offers in-person classes, testing, and/or programs. “School” includes a childcare center, preschool, elementary, middle, junior, or high school. This buffer does not apply for healing centers located on land owned by the City of Pueblo or the State of Colorado, or for centers that were actively doing business under a valid license before the school was established. The final regulations address processing of natural medicine. It prohibits the use of hazardous materials—including, but not limited to, flammable and combustible liquids, carbon dioxide, and liquified petroleum gases like butane—in the processing of natural medicine. Nonhazardous materials used for processing must be stored in a way that mitigates potential nuisance and ensures odors are not detectable beyond the property. Every step of processing must meet requirements of all City building and life/safety codes.

RECOMMENDATION:

If the Planning and Zoning Commission finds the proposed natural medicine definitions, performance regulations, and modified land use table are appropriate, staff recommends a recommendation of **APPROVAL** of the Text Amendment to be forwarded to City Council.

ATTACHMENTS:

- a. Proposed Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION TWO OF CHAPTER TWO, SECTION FIFTEEN OF CHAPTER FOUR AND SECTION FIFTY-ONE OF CHAPTER FOUR OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO NATURAL MEDICINE.

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: (brackets indicate matter being deleted, underscoring indicates new matter being added)

SECTION 1.

Section 17-2-2 of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 17-2-2. Use definitions

...

(99.5) Natural Medicine:

a. *Natural medicine, healing center* means a facility where an entity is licensed by the state licensing authority that permits a facilitator, as defined by state laws, and regulations, to provide and supervise natural medicine services for a participant as defined by state laws and regulations, which includes a participant consuming and experiencing the effects of regulated natural medicine or regulated natural medicine product under the supervision of a facilitator.

b. *Natural medicine, cultivation facility* means an entity which is licensed by the state licensing authority, that cultivates, prepares, and packages natural medicine products and sells natural medicine products to natural medicine stores, to natural medicine product manufacturing facilities, and to other natural medicine cultivation facilities, but not to consumers.

c. *Natural medicine, products manufacture*, means an entity which may purchase natural medicine; manufacture, prepare, and package natural medicine; and sell natural medicine products to other natural medicine product manufacturing facilities, but not to consumers.

d. *Natural medicine, testing facility* means an entity which may analyze and certify the safety and potency of natural medicine.

SECTION 2.

Section 17-4-15 of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 17-4-15 Natural Medicine, Business Performance Regulations.

(a) Definitions. As used in this Code, unless the context otherwise requires:

- (1) *Natural medicine* means the following substances: psilocybin, or psilocin. It may include the following substances if, and only once they are approved by the state licensing authority: dimethyltryptamine, ibogaine, and/or mescaline but not peyote (*Lophophora williamsii* Lemaire). Natural medicine does not include any synthetic, or synthetic analog of these substances, and does not include a derivative of naturally occurring compound of natural medicine that is produced using chemical synthesis, chemical modification, or chemical conversion.
- (2) *Natural medicine business* means any of the following entities licensed under the State Regulatory Act and includes a natural medicine healing center, a natural medicine cultivation facility, a natural medicine products manufacturer, or a natural medicine testing facility, or another licensed entity created by the state licensing authority.
- (3) *Natural medicine healing center* means a facility where an entity is licensed by the state licensing authority that permits a facilitator as defined by state laws and regulations, to provide and supervise natural medicine services for a participant as defined by state laws and regulations, which includes a participant consuming and experiencing the effects of regulated natural medicine or regulated natural medicine product under the supervision of a facilitator.
- (4) *Natural medicine product* means a product infused with natural medicine that is intended for consumption as provided and defined by this code and state laws and regulations.
- (5) *Natural medicine services* means a preparation session, administrative session, and integration session, as provided by state laws and regulations.
- (6) *Participant* means an individual who is twenty-one (21) years of age or older who receives natural medicine services prescribed by and under the supervision of a licensed facilitator, as provided by state laws and regulations.
- (7) *Regulated natural medicine* means natural medicine that is cultivated, manufactured, tested, stored, distributed, transported, or dispensed, as provided by state laws and regulations.
- (8) *Regulated natural medicine product* means a natural medicine product that is cultivated, manufactured, tested, stored, distributed, transported, or dispensed, as provided by state laws and regulations.
- (9) *State licensing authority* means the authority created under the Regulatory Act, state laws and regulations for the purpose of regulating and controlling the licensing of the cultivation, manufacturing, testing, storing, distribution, transfer, and dispensation of regulated natural medicine and regulated natural medicine product.

(b) Regulations

- (1) Natural medicine businesses shall use an air filtration and ventilation system designed to ensure that the odors from natural medicine and natural medicine products are confined to the premises and are not detectable beyond the property boundaries on which the facility is located.
- (2) All storage for natural medicine businesses shall be located within a permanent structure with a fixed location on the ground.

(3) No natural medicine business that provides natural medicine services shall operate out of a building that is within one thousand (1,000) feet of a childcare center; preschool; elementary, middle, junior or high school which offers in person classes, testing, and/or programs; or a residential childcare facility. The 1,000-foot distance requirement does not apply to a licensed natural medicine facility located on land owned by the City or the state of Colorado or apply to a licensed facility that was actively doing business under a valid license issued by the state licensing authority before the school or childcare facility was established.

(4) Processing of Natural Medicine:

- a. The processing of natural medicine that includes the use of hazardous materials, including, without limitation, and by way of example, flammable and combustible liquids, carbon dioxide, and liquified petroleum gases, such as butane, is prohibited.
- b. Nonhazardous materials used to process natural medicine shall be stored in a manner so as to mitigate and ensure odors are not detectable beyond the property boundaries on which the processing facility is located, or the exterior walls of the processing facility associated with the processing of natural medicine.
- c. The processing of natural medicine shall meet the requirements of all adopted City building and life/safety codes.

SECTION 3.

Section 17-4-51 of the Pueblo Municipal Code is hereby amended to read as follows:

...

(c) Permitted Use Table

Table of Uses																																					
USE CATEGORIES	SPECIFIC USES (DEFINITION)	DEFINITION REFERENCE §17-2-2	USE STANDARDS	Zone Districts																																	
				A-1	A-2	A-3	A-4	R-1	R-2	R-2U	R-3	R-4	R-5	R-6	R-7	R-8	RCN	O-1	B-1	B-2	B-3	B-4	B-P	CCN (Major)	CCN (Minor)	H-B	HARP-1	HARP-2	HARP-3	I-1	I-2	I-3	S-1	S-2	S-3	S-4	S-5
COMMERCIAL USES																																					
Retail	Bakery, retail	(15)														S		C	C	P	P	P	P	P	C	C	C	C			P						
	Flea market	(57)																		S	S	S							S	S	P	S					
	Mobile home sales	(95)												S						S									S	S	S						
	Pawnshop	(108)												S					S	P	S	P							S	S	P						
	Pharmacy	(112)														C	S	C	C	P	P	P	C	C	C	C	C	C			P						
	Precious metal purchaser	(115)																	S	P	P	S									P						
	Reserved	(132)a.																																			
	Retail sales, big box	(132)c.																	S	P	P	P									P						
	Retail sales, building materials	(132)d.																		S	C	C	C						P	P	P						
	Retail sales, garden center	(132)e.		P	P	P	P							S					C	P	P	P	P	S	S	S	S	S	S	S	P						
	Retail sales, general	(132)f.											P			S		C	P	P	P	P	P	S	P	P	P	P			P						
	Retail sales, liquor store	(132)g.											P						S	P	P	P	S		S	S	S	S			P						
	Retail sales, retail marijuana	(131)c.																			C	C	C								C	C					
	Natural medicine, healing center	(99.5)a.	§ 17-4-15										P	P			P	P	P	P	P	P															
	Reserved	(132)j.																																			

Table of Uses																																										
USE CATEGORIES	SPECIFIC USES (DEFINITION)	DEFINITION REFERENCE §17-2-2	USE STANDARDS	Zone Districts																																						
				A-1	A-2	A-3	A-4	R-1	R-2	R-2U	R-3	R-4	R-5	R-6	R-7	R-8	RCN	O-1	B-1	B-2	B-3	B-4	B-P	CCN (Major)	CCN (Minor)	H-B	HARP-1	HARP-2	HARP-3	I-1	I-2	I-3	S-1	S-2	S-3	S-4	S-5					
COMMERCIAL USES (CONT.)																																										
Commercial Services	Beauty salon or barbershop	(19)	§ 17-4-51 (d)(2)															S	S	P	P	P	P	P	P	C	C	P	P	P	P				P							
	Body art studio	(23)																			S	P	P	P	P			S	S	S	S				P							
	Car wash	(28)																		P	P	P	P	P	P	S	S							P	P	P						
	General service	(62)																			S	P	P	P	P	P	P	P	P	P	P	S	S	P								
	Laundromat	(79)																			P	P	P	P	P	P	S							P								
	Laundry service	(80)																				S	P	P	P	S	S							S	P	P						
	Massage establishment	(86)																			P	P	P	P	P	P	S	S	P	P	P	P										
	Medical marijuana testing facility	(87)e.																																								
	Photography studio	(112.5)																			P	P	P	P	P	P	C	C	P	P	P	P	P	P	P	P						
	Print shop	(116)																				S	P	P	P	P	P			S	S	S	S			P	P	P				
	Retail marijuana testing facility	(131)d.																																								
	Natural medicine testing facility	(99.5)d.	§ 17-4-15																																							

Table of Uses

USE CATEGORIES	SPECIFIC USES (DEFINITION)	DEFINITION REFERENCE §17-2-2	USE STANDARDS	Zone Districts																																	
				A-1	A-2	A-3	A-4	R-1	R-2	R-2U	R-3	R-4	R-5	R-6	R-7	R-8	RCN	O-1	B-1	B-2	B-3	B-4	B-P	CCN (Major)	CCN (Minor)	H-B	HARP-1	HARP-2	HARP-3	I-1	I-2	I-3	S-1	S-2	S-3	S-4	S-5
INDUSTRIAL USES																																					
Food Production and Processing	Butcher shop	(27)																P	P	P	P	P	P	S							P						
	Commissary	(37)																		S	S	P								P	S	P					
	Food and drink processing facility, major	(58)a.		S	S																S								S	S	P						
	Food and drink processing facility, minor	(58)b.		P	P															S	S	P	S	S					P	P	P						
	Food warehousing	(59)		P	P															S	S	C	S	S					C	C	P						
	Medical marijuana infused product manufacturing facility	(87)d.	§ 17-15-01 thru 17-15-09																			C								C	C	C					
	Microbrewery	(88)																		S	S	S			S				P	P	P						
	Retail marijuana product manufacturing facility	(131)b.																				C								C	C	C					
	Natural Medicine product manufacturing facility	(99.5)c.	§ 17-4-15																				P							P	P	P					
Manufacturing and Production	Batch plant	(18)																												P	P	P					
	Manufacturing and production	(85)																				P							P	P	P						
	Woodworking	(160)																		C	C	P							P	P	P						

Table of Uses

USE CATEGORIES	SPECIFIC USES (DEFINITION)	DEFINITION REFERENCE §17-2-2	USE STANDARDS	Zone Districts																																	
				A-1	A-2	A-3	A-4	R-1	R-2	R-2U	R-3	R-4	R-5	R-6	R-7	R-8	RCN	O-1	B-1	B-2	B-3	B-4	B-P	CCN (Major)	CCN (Minor)	H-B	HARP-1	HARP-2	HARP-3	I-1	I-2	I-3	S-1	S-2	S-3	S-4	S-5
INDUSTRIAL USES (CONT.)																																					
Other Industrial	Auction house	(9)		S	S																	S								P	P	P					
	Exterminator	(51)																													P	P	P				
	Medical marijuana cultivation facility	(87)b.																				C								C	C	C					
	Natural Medicine cultivation facility	(99.5)b.	§ 17-4-15																			P								P	P	P					
	Power plant	(114)																														S					
	Retail marijuana cultivation facility	(131)a.																																			
	Refinery	(123)																															P				
	Taxidermist	(143)																												S	P	P					
	Tree service	(149)																													P	P					

The officers and staff of the City are authorized and directed to perform any and all acts consistent with the intent of the Ordinance to implement the policies and procedures described herein.

SECTION 5.

This Ordinance shall become effective thirty (30) days after the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

- ☐ Approved on _____.
- ☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

Acting City Clerk

**DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT
CITY OF PUEBLO**

Submitted November 21, 2024

Published November 26, 2024

NOTICE OF PUBLIC HEARING

TO WHOM IT MAY CONCERN:

Take notice that at 3:30 P.M., on the 11th day of December, 2024 in the **City Council Chambers**, 1 City Hall Place.

The Planning and Zoning Commission of Pueblo will hold a hearing for the following:

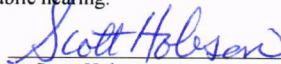
TA-24-01: An Ordinance amending Sections 17-2-2, 17-4-15, and 17-4-51 of the Pueblo Municipal Code relating to Natural Medicine.

The proposed text defines natural medicine uses, creates natural medicine use performance standards, and establishes natural medicine uses as permitted uses in certain zone districts.

A draft of the proposed text amendments will be posted on www.pueblo.us/PandZ under "Most Recent Agenda" and on file in the office of the Department of Planning and Community Development office and will be available for viewing and printing, typically the Friday prior to the meeting.

Any person may appear before the Planning and Zoning Commission at the time and place stated above to be heard on the proposed amendments. Individuals who require special arrangements to participate are encouraged to contact the Planning Department at least 72 hours in advance.

After the public hearing and recommendation by the Planning and Zoning Commission, the ordinance adopting the proposed Text Amendment will be considered by the City Council at a public hearing. Notice of the public hearing before the City Council will be published in the Pueblo Chieftain at least ten (10) days prior to the hearing. Any interested person may appear and be heard at such public hearing and may call the Department of Planning and Community Development for the time and date of such public hearing.



Scott Hobson
Administrative Official
(719) 553-2259



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: January 13, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE APPROVING A COOPERATION AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE U.S. ENVIRONMENTAL PROTECTION AGENCY IN THE AMOUNT OF \$750,000, ESTABLISHING PROJECT NUMBER PL2501, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$750,000 RELATING TO THE EPA BROWNFIELDS MULTIPURPOSE GRANT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves a Cooperation Agreement and establishes the U.S. Environmental Protection Agency (EPA) Brownfields Multipurpose Grant Project, PL2501, and budgets and appropriates grant funds from the EPA, Grant Award No. 00I02100, in the amount of \$750,000.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The purpose of the Project is to conduct environmental assessments, hazardous materials reports, planning studies and cleanup planning for sites and corridors in the City of Pueblo. Specifically, the grant will conduct at least one cleanup of the El Centro del Quinto Sol Recreation Center. The grant also allows for broad redevelopment planning related to contamination and environmental justice in Pueblo's low- and moderate-income designated neighborhoods.

FINANCIAL IMPLICATIONS:

The funding source for the EPA Brownfields Multi-purpose Grant Project:

U.S. Environmental Protection Agency - Grant Award No. 00I02100...
\$750,000

This Project will require staff time from the Planning and Finance Departments for grant management and consultant oversight. The total grant award is \$1,000,000. Currently, \$750,000 is available and the remaining \$250,000 will be available in early 2025 and will be added to the existing Project. There is no city matching fund requirement for this grant.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

It is anticipated that the grant will allow the City to create a Brownfields Advisory Committee, made up of business owners, citizens, non-profits, as well as local state agencies involved in public health and redevelopment. The grant will focus environmental assessments and redevelopment efforts within the low-and moderate-income designated neighborhoods, that primarily include Bessemer, East Side, and Downtown/West Side. Funds are also available for neighborhood wide, or site-specific, planning and redevelopment strategies.

ALTERNATIVES:

If the funding and Cooperative Agreement are not approved, the Project will not move forward.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Cooperative Agreement-EPA Grant Award No. 00I02100

ORDINANCE NO.

AN ORDINANCE APPROVING A COOPERATION AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE U.S. ENVIRONMENTAL PROTECTION AGENCY IN THE AMOUNT OF \$750,000, ESTABLISHING PROJECT NUMBER PL2501, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$750,000 RELATING TO THE EPA BROWNFIELDS MULTIPURPOSE GRANT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The Cooperative Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the U.S. Environmental Protection Agency (EPA), Grant Award No. 00I02100, a copy of which is attached, having been approved to form by the City Attorney, is hereby approved.

SECTION 2.

Project No. PL2501, EPA Brownfields Multi-Purpose Grant Project, is hereby established.

SECTION 3.

Subject to encumbrances by the EPA, funds from Grant Award No. 00I02100 in the amount of \$750,000 are hereby budgeted and appropriated for the EPA Brownfields Multi-Purpose Grant Project, PL2501.

SECTION 4.

The Mayor is authorized to execute and deliver the Agreement in the name of the City and the City Clerk is directed to affix the seal of the City.

SECTION 5.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of the Ordinance to implement the policies and procedures described therein.

SECTION 6.

This Ordinance shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk

	U.S. ENVIRONMENTAL PROTECTION AGENCY Cooperative Agreement		GRANT NUMBER (FAIN): 00I02100 MODIFICATION NUMBER: 0 PROGRAM CODE: 4B		DATE OF AWARD 08/12/2024
			TYPE OF ACTION New		MAILING DATE 08/15/2024
			PAYMENT METHOD: ASAP		ACH# 80429
			RECIPIENT TYPE: Municipal		
RECIPIENT: CITY OF PUEBLO, COLORADO MUNICIPAL BUILDING CORPORATION DEPARTMENT OF FINANCE PUEBLO, CO 81002-1427 EIN: 84-6000615			PAYEE: CITY OF PUEBLO, COLORADO MUNICIPAL BUILDING CORPORATION 211 East Pueblo, CO 81003-3488		
PROJECT MANAGER Alexandria Romero #1 CITY HALL PLACE PUEBLO, CO 81002 Email: aromero@pueblo.us Phone: 719-553-2656		EPA PROJECT OFFICER Stacey Eriksen 1595 Wynkoop St Denver, CO 80202-1129 Email: Eriksen.Stacey@epa.gov Phone: 303-312-6692		EPA GRANT SPECIALIST John Hurla Grants, Acquisitions and Inter-Agency 1595 Wynkoop St Denver, CO 80202-1129 Email: hurla.john@epa.gov Phone: 303-312-7047	
PROJECT TITLE AND DESCRIPTION Pueblo Y Zone Multipurpose See Attachment 1 for project description.					
BUDGET PERIOD 10/01/2024 - 09/30/2029		PROJECT PERIOD 10/01/2024 - 09/30/2029		TOTAL BUDGET PERIOD COST \$ 1,000,000.00	
				TOTAL PROJECT PERIOD COST \$ 1,000,000.00	
NOTICE OF AWARD					
Based on your Application dated 11/09/2023 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$ 750,000.00. EPA agrees to cost-share <u>100.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$ 750,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.					
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)			AWARD APPROVAL OFFICE		
ORGANIZATION / ADDRESS U.S. EPA, Region 8, Environmental Protection Agency, Region 8 1595 Wynkoop Street Denver, CO 80202-1129			ORGANIZATION / ADDRESS U.S. EPA, Region 8, Environmental Protection Agency, Region 8 R8 - Region 8 1595 Wynkoop St Denver, CO 80202-1129		
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY					
Digital signature applied by EPA Award Official Lindsay Seeger					DATE 08/12/2024

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 0	\$ 750,000	\$ 750,000
EPA In-Kind Amount	\$ 0	\$ 0	\$ 0
Unexpended Prior Year Balance	\$ 0	\$ 0	\$ 0
Other Federal Funds	\$ 0	\$ 0	\$ 0
Recipient Contribution	\$ 0	\$ 0	\$ 0
State Contribution	\$ 0	\$ 0	\$ 0
Local Contribution	\$ 0	\$ 0	\$ 0
Other Contribution	\$ 0	\$ 0	\$ 0
Allowable Project Cost	\$ 0	\$ 750,000	\$ 750,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.818 - Brownfields Multipurpose, Assessment, Revolving Loan Fund, and Cleanup Cooperative Agreements	CERCLA: Secs. 104(k)(2) & 104(k)(5)(e) & Infrastructure Investment and Jobs Act (IIJA) (PL 117-58)	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	2408PBB022	24	E4SD	08P0AG7	000D79X89	4114	-	-	\$ 750,000
									\$ 750,000

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$ 0
2. Fringe Benefits	\$ 0
3. Travel	\$ 6,000
4. Equipment	\$ 0
5. Supplies	\$ 0
6. Contractual	\$ 994,000
7. Construction	\$ 0
8. Other	\$ 0
9. Total Direct Charges	\$ 1,000,000
10. Indirect Costs: 0.00 % Base	\$ 0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$ 1,000,000
12. Total Approved Assistance Amount	\$ 1,000,000
13. Program Income	\$ 0
14. Total EPA Amount Awarded This Action	\$ 750,000
15. Total EPA Amount Awarded To Date	\$ 750,000

Attachment 1 - Project Description

Brownfields are real property, the expansion, development or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. This agreement will provide funding for the City of Pueblo to conduct eligible planning, assessment, and remediation activities as authorized by CERCLA 104(k)(4) in Pueblo Colorado. Specifically, this agreement will provide funding to the recipient to plan, inventory, characterize, assess, conduct cleanup planning and community involvement activities, and remediate sites. Additionally, the recipient will competitively procure (as needed) and direct a Qualified Environmental Professional to conduct environmental site activities, will create a community involvement plan and administrative record for each site that is remediated, and will report on interim progress and final accomplishments by completing and submitting relevant portions of the Property Profile Form using EPA's Assessment, Cleanup and Redevelopment Exchange System (ACRES). Oversight and supervision of the grant. Activities include procuring the Qualified Environmental Professional (QEP), conducting regular meetings with the QEP and US EPA, reporting to the City Council and Administration, output tracking, Assessment Cleanup Redevelopment Exchange System (ACRES) database entries, financial tracking, eligibility determinations, review reports, review of Disadvantage Business Enterprise (DBE) allocations, quarterly program reports to US EPA, a final comprehensive report, and attending EPA Brownfield conferences and related workshops. Other tasks include a brownfields inventory, community engagement, re-use/area-wide planning, environmental assessments, cleanup planning, and site cleanup. Oversight and supervision of the grant. Activities include procuring the Qualified Environmental Professional (QEP), conducting regular meetings with the QEP and US EPA, reporting to the City Council and Administration, output tracking, Assessment Cleanup Redevelopment Exchange System (ACRES) database entries, financial tracking, eligibility determinations, review reports, review of Disadvantage Business Enterprise (DBE) allocations, quarterly program reports to US EPA, a final comprehensive report, and attending EPA Brownfield conferences and related workshops. Other tasks include a brownfields inventory, community engagement, re-use/area-wide planning, environmental assessments, cleanup planning, and site cleanup. The result of five years of attention, study, and redevelopment from the City, EPA, State and Local agencies in concert and informed by local residents have determined that the reuse of existing historic buildings for housing and supported uses, as well as the assemblage of difficult to arrange properties, is critical in the Target Areas. The cleanup of the El Centro site will enhance and expand offerings at the Eastside's only community center. Cleanup planning at the City's only national historic landmark site will retain the steel heritage in the Bessemer neighborhood. Reuse of the Plant 5 & 6 site, and consolidation of the Land Board properties will foster redevelopment and retain a key historic structure. The Area Wide plans will result in a citizen informed strategy to remedy vacant commercial properties and blight at the Eastside and Bessemer neighborhoods. Documents include an updated brownfields inventory, Phase I and IIs, area-wide plans, analysis of brownfields cleanup alternatives, all-appropriate inquiry forms, and a community involvement plan. Outcomes include a brownfields advisory committee, community meetings, and at least one cleaned up site in Pueblo, Colorado. No subawards are included in this assistance agreement.

Administrative Conditions

National Administrative Terms and Conditions

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2023-or-later>.

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): rtpfc-grants@epa.gov and GS John Hurla at Hurla.John@epa.gov
- MBE/WBE reports (EPA Form 5700-52A): GS John Hurla at Hurla.John@epa.gov
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: PO Stacey Eriksen at Eriksen.Stacey@epa.gov and GS John Hurla at Hurla.John@epa.gov
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: PO Stacey Eriksen at Eriksen.Stacey@epa.gov

B. Contingent Funding

Insert for incrementally funded agreements

EPA is funding this agreement incrementally. There is no guarantee of funding beyond the first year. The **Total Approved Assistance Amount** identified on Line 12 of the budget table of this award is contingent upon the availability of appropriated funds, EPA funding priorities, and satisfactory progress in carrying out the activities described in the scope of work. If EPA informs the recipient that the amount on Line 12 will be reduced, the recipient agrees to provide an updated workplan and budget information, as needed, to amend the agreement.

Programmatic Conditions

FY24 Brownfields Community-wide Assessment Cooperative Agreement for States and Tribes

Infrastructure Investment and Jobs Act Funds

Terms and Conditions

Please note that these Terms and Conditions (T&Cs) apply to Brownfield Assessment Cooperative Agreements awarded under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k) and the Infrastructure Investment and Jobs Act (IIJA).

I. GENERAL FEDERAL REQUIREMENTS

NOTE: For the purposes of these Terms and Conditions, the term “assessment” includes eligible activities under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k)(2)(A)(i) such as activities involving the inventory, characterization, assessment, and planning relating to brownfield sites as described in the EPA-approved workplan.

A. Federal Policy and Guidance

1. Cooperative Agreement Recipients: By awarding this cooperative agreement, the Environmental Protection Agency (EPA) has approved the application for the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2024 competition for Brownfield Assessment cooperative agreements.

2. In implementing this agreement, the CAR shall ensure that work done with cooperative agreement funds complies with the requirements of CERCLA § 104(k). The CAR shall also ensure that assessment activities supported with cooperative agreement funding comply with all applicable federal and state laws and regulations.

3. A term and condition or other legally binding provision shall be included in all subawards entered into with the funds awarded under this agreement, or when funds awarded under this agreement are used in combination with non-federal sources of funds, to ensure that the CAR complies with all applicable federal and state laws and requirements. In addition to CERCLA § 104(k), applicable federal laws and requirements include 2 CFR Part 200.

4. The CAR must comply with federal cross-cutting requirements. These requirements include, but are not limited to, DBE requirements found at 40 CFR Part 33; OSHA Worker Health & Safety Standard 29 CFR § 1910.120; Uniform Relocation Act (40 USC § 61); National Historic Preservation Act (16 USC § 470); Endangered Species Act (P.L. 93-205); Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR § 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC §§ 327-333); the Anti-Kickback Act (40 USC § 3145); and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250. For additional information on cross-cutting requirements visit <https://www.epa.gov/grants/epa-subaward-cross-cutter-requirements>.

5. The CAR must comply with Davis-Bacon Act prevailing wage requirements and associated U.S. Department of Labor (DOL) regulations for all construction, alteration, and repair contracts and subcontracts awarded with funds provided under this agreement by operation of CERCLA § 104(g). Assessment activities generally do not involve construction, alteration, and repair within the meaning of the Davis-Bacon Act. However, the recipient must contact the EPA Project Officer if there are unique circumstances (e.g., removal of an underground storage tank or another structure and restoration of the site) that indicate that the Davis-Bacon Act applies to an activity the CAR intends to carry out with funds provided under this agreement. EPA will provide guidance on Davis-Bacon Act compliance if necessary.

6. The recipient agrees to have financial management and programmatic management systems in place to:

- a. Track and report on expenditures of IIJA funds.
- b. Track and report outputs and outcomes achieved with IIJA funds.

II. SITE ELIGIBILITY REQUIREMENTS

All brownfield sites that will be addressed using funds from the cooperative agreement must be located within the geographic boundary described in the scope of work for this cooperative agreement (i.e., the EPA-approved workplan).

A. Eligible Brownfield Site Determinations

1. Prior to performing site work, the CAR must provide information to the EPA Project Officer about each site that will be addressed under this cooperative agreement. The CAR may use cooperative agreement funds to prepare information that is provided to the EPA Project Officer. The information that must be provided includes whether the site meets the definition of a brownfield site as defined in CERCLA § 101(39), and whether the CAR is the potentially responsible party under CERCLA § 107, is exempt from CERCLA liability, and/or has defenses to CERCLA liability.

2. If the site is excluded from the general definition of a brownfield, but is eligible for a property-specific funding determination, then the CAR may request a property-specific funding determination from the EPA Project Officer. In its request, the CAR must provide information sufficient for EPA to make a property-specific funding determination on how financial assistance will protect human health and the environment, and either promote economic development or enable the creation of, preservation of, or addition to parks, greenways, undeveloped property, other recreational property, or other property used for nonprofit purposes. The CAR must not incur costs for assessing sites requiring a property-specific funding determination by EPA until the EPA Project Officer has advised the CAR that EPA has determined that the property is eligible.

3. Brownfield Sites Contaminated with Petroleum

a. For any petroleum-contaminated brownfield site that is not included in the CAR's EPA-approved workplan, the CAR shall provide sufficient documentation to EPA prior to incurring costs under this cooperative agreement which documents that:

i. the State determines there is “no viable responsible party” for the site;

ii. the State determines that the person assessing or investigating the site is a person who is not potentially liable for cleaning up the site; and

iii. the site is not subject to any order issued under Section 9003(h) of the Solid Waste Disposal Act.

This documentation must be prepared by the CAR or the State, following contact and discussion with the appropriate state petroleum program official. Please contact the EPA Project Officer for additional information.

b. Documentation must include:

i. the identity of the State program official contacted;

ii. the State official's telephone number;

iii. the date of the contact; and

iv. a summary of the discussion relating to the State's determination that there is no viable responsible party and that the person assessing or investigating the site is not potentially liable for cleaning up the site.

Other documentation provided by a State to the recipient relevant to any of the determinations by the State must also be provided to the EPA Project Officer.

c. If the State chooses not to make the determinations described in Section II.A.3. above, the CAR must contact the EPA Project Officer and provide the necessary information for EPA to make the requisite determinations.

d. EPA will make all determinations on the eligibility of petroleum-contaminated brownfield sites located on tribal lands (i.e., reservation lands or lands otherwise in Indian country, as defined at 18 U.S.C. § 1151). Before incurring costs for these sites, the CAR must contact the EPA Project Officer and provide the necessary information for EPA to make the determinations.

III. GENERAL COOPERATIVE AGREEMENT ADMINISTRATIVE REQUIREMENTS

A. Sufficient Progress

1. This condition supplements the requirements of the Termination and Sufficient Progress Conditions in the General Terms and Conditions.

The EPA Project Officer will assess whether the recipient is making sufficient progress in implementing its cooperative agreement 18 months and 36 months from the date of award. If EPA determines that the CAR has not made sufficient progress in implementing its cooperative agreement, the CAR, if directed to do so, must implement a corrective action plan concurred on by the EPA Project Officer and approved by the Grants Management Officer or Award Official. Alternatively, EPA may terminate this agreement under 2 CFR § 200.340 for material non-compliance with its terms, or with the consent of the CAR as provided at 2 CFR § 200.340, depending on the circumstances.

Sufficient progress at 18 months is indicated when:

- at least 15% of funds have been drawn down and disbursed for eligible activities;
- a Qualified Environmental Professional(s) has been procured;
- assessments on at least two of the ten minimum required sites have been initiated;
- community engagement activities have been initiated; and/or
- other documented activities have occurred that demonstrate to EPA's satisfaction that the CAR will successfully perform the cooperative agreement.

Sufficient progress at 36 months is indicated when:

- at least 45% of funds have been drawn down and disbursed for eligible activities;
- assessments on at least five of the ten minimum required sites have been initiated; and/or
- other documented activities have occurred that demonstrate to EPA's satisfaction that the CAR will successfully perform the cooperative agreement.

B. Substantial Involvement

1. The EPA Project Officer will be substantially involved in overseeing and monitoring this cooperative agreement. Substantial involvement, includes, but is not limited to:

- a. Close monitoring of the CAR's performance to verify compliance with the EPA-approved workplan and achievement of environmental results.

- b. Participation in periodic telephone conference calls to share ideas, project successes and challenges, etc., with EPA.

- c. Reviewing and commenting on quarterly and annual reports prepared under the cooperative agreement (the final decision on the content of reports rests with the recipient or subrecipients receiving pass-through awards).

- d. Verifying sites meet applicable site eligibility criteria (including property-specific funding determinations described in Section II.A.2.) and when the CAR awards a subaward for site assessment. The CAR must obtain technical assistance from the EPA Project Officer, or his/her designee, on which sites qualify as a brownfield site and determine whether the statutory prohibitions found in CERCLA § 104(k)(5)(B)(i)-(iv) apply. (Note, the prohibition does not allow a subrecipient to use EPA cooperative agreement funds to assess a site for which the subrecipient is potentially liable under CERCLA § 107.)

- e. Reviewing and approving Quality Assurance Project Plans and related documents or verifying that appropriate Quality Assurance requirements have been met where quality assurance activities are being conducted pursuant to an EPA-approved Quality Assurance Management Plan.

Substantial involvement may also include, depending on the direction of the EPA Project Officer:

- f. Collaboration during the performance of the scope of work including participation in project activities, to the extent permissible under EPA policies. Examples of collaboration include:

- i. Consultation between EPA staff and the CAR on effective methods of carrying out the scope of work provided the CAR makes the final decision on how to perform authorized activities.

- ii. Advice from EPA staff on how to access publicly available information on EPA or other federal agency websites.

- iii. With the consent of the CAR, EPA staff may provide technical advice to the CAR's contractors or subrecipients provided the CAR approves any expenditures of funds necessary to follow advice from EPA staff. (The CAR remains accountable for performing contract and subaward management as specified in 2 CFR § 200.318 and 2 CFR § 200.332 as well as the terms of the EPA cooperative

agreement.)

iv. EPA staff participation in meetings, webinars, and similar events upon the request of the CAR or in connection with a co-sponsorship agreement.

g. Reviewing and approving that the Analysis of Brownfield Cleanup Alternatives (ABCA), or equivalent state Brownfields program document, meets the Brownfields Program's requirements for an ABCA.

h. Reviewing proposed procurements in accordance with 2 CFR § 200.325, as well as the substantive terms of proposed contracts or subawards as appropriate. This may include reviewing requests for proposals, invitations for bid, scopes of work and/or plans and specifications for contracts over \$250,000 prior to advertising for bids.

i. Reviewing the qualifications of key personnel. (EPA does not have the authority to select employees or contractors, including consultants, employed by the CAR or subrecipients receiving pass-through awards.)

j. Reviewing information in performance reports to ensure all costs incurred by the CAR and/or its contractor(s) if needed to ensure appropriate expenditure of grant funds.

EPA may waive any of the provisions in Section III.B.1., except for property-specific funding determinations. The EPA Project Officer will provide waivers to provisions a. – e. in Section III.B.1 in writing.

2. Effects of EPA's substantial involvement include:

a. EPA's review of any project phase, document, or cost incurred under this cooperative agreement will not have any effect upon CERCLA § 128 *Eligible Response Site* determinations or rights, authorities, and actions under CERCLA or any federal statute.

b. The CAR remains responsible for ensuring that all assessments are protective of human health and the environment and comply with all applicable federal and state laws.

c. The CAR and its subrecipients remain responsible for ensuring costs are allowable under 2 CFR Part 200, Subpart E.

C. Cooperative Agreement Recipient Roles and Responsibilities

1. The CAR shall assess a minimum of 10 sites within at least three target areas, including at least one site in each target area identified in the workplan.

2. All additional sites selected for eligible activities during the period of performance (i.e., sites that were not identified in the original workplan) must meet the following requirements:

a. Consistent with the FY24 Community-Wide Assessment Grant for States and Tribes Grant Guidelines, criteria for selecting additional sites must be located within an underserved community^[1] or disadvantaged census tract as identified through the Climate and Environmental Justice Screening Tool (CEJST), in addition to considering the prioritization criteria identified in the FY24 application, the workplan, or developed during implementation of the workplan. Note, criteria developed during the implementation of the workplan must lead to the CAR addressing sites in areas with similar characteristics as the areas discussed in the FY24 application. Recognizing that some communities do not favor the term “disadvantaged,” EPA is using the term “underserved communities,” which includes disadvantaged communities for the purposes of this T&C. Grant recipients may identify a community as “underserved” by using one or more of the approaches or geospatial mapping tools below:

i. Climate and Economic Justice Screening Tool (CEJST): <https://screeningtool.geoplatform.gov/en/>. This tool was developed by the Council on Environmental Quality (CEQ) to help Federal agencies identify disadvantaged census tracts that are marginalized, underserved, and overburdened by pollution.

ii. EJScreen's Supplemental Indexes: <https://www.epa.gov/ejscreen>. EPA's EJScreen is an environmental justice mapping and screening tool that provides EPA with a nationally consistent dataset and approach for combining environmental and demographic indicators. EJScreen's [Supplemental Indexes](#) focus on race-neutral factors, and can help the CAR consider which sites to select without raising equal protection concerns.

iii. The State's own definition of a “disadvantaged” or “underserved” community, provided that the definition does not lead to governmental benefits being distributed based in whole or in part on race, national origin, or sex. This may or may not include the use of a State geospatial mapping tool.

iv. Datasets or geospatial mapping tool(s) that represent an indicator(s) listed under E.7. of the [“FY24 Frequently Asked Questions for Brownfields Multipurpose, Assessment, RLF, and Cleanup \(MARC\) Grants.”](#) The definition and indicators included in the FY24 FAQs are from the interim guidance on Justice40 that the Office of Management and Budget (OMB), CEQ, and the National Climate Advisor provided to federal agencies on July 20, 2021.

b. At least one site must be in a metropolitan statistical area and at least one site must be in a non-metropolitan statistical area as provided at <https://www.huduser.gov/portal/datasets/geotools.html>.

3. If the CAR's workplan includes eligible planning activities to prepare a brownfield site for reuse (see <https://www.epa.gov/brownfields/information-eligible-planning-activities> for eligible planning activities), the CAR must demonstrate meaningful community engagement in the reuse planning of brownfields assessed under the grant. Meaningful community engagement is demonstrated by actively including local nonprofit organizations, citizen leaders, or similar local groups/entities in brownfield reuse planning.

4. CARs, other than state entities, that procure a contractor(s) (including consultants) where the contract will be more than the micro-purchase threshold in 2 CFR § 200.320(a)(1) (\$10,000 for most CARs) must select the contractor(s) in compliance with the fair and open competition requirements in 2 CFR Part 200 and 2 CFR Part 1500. This requirement also applies to procurement processes that were completed before the award of this cooperative agreement. See the [Brownfields Grants: Guidance on Competitively Procuring a Contractor](#) for additional information.

CARs may procure multiple contractors to ensure the appropriate expertise is in place to perform work under the agreement (e.g., expertise to conduct site assessment activities vs. planning activities) and to allow the ability for work be performed concurrently at multiple sites within the defined and approved geographic boundary.

5. The CAR must acquire the services of a Qualified Environmental Professional(s) as defined in 40 CFR § 312.10, if it does not have such a professional on staff to coordinate, direct, and oversee the brownfield site assessment activities at a given site.

6. *Subawards* are defined at 2 CFR § 200.1. The CAR shall not subaward to for-profit organizations or individual consultants. The CAR must obtain commercial services and products necessary to carry out this agreement under competitive procurement procedures as described in 2 CFR §§ 200.317 through

200.327. The CAR must obtain written approval from the EPA Award Official for any subawards that are not described in the approved work plan in accordance with 2 CFR § 200.308.

In addition, EPA policy encourages awarding subawards competitively and the CAR must consider awarding subawards through competition. Recipients may consult EPA's [Subaward Policy](#) and [Best Practice Guide for Procuring Services, Supplies, and Equipment Under EPA Assistance Agreements](#) for additional guidance. The Best Practice Guide provides information on distinguishing between subawards and procurement contracts.

7. The CAR agrees to provide the proposed leveraged funding, including any voluntary cost-share contribution or overmatch, that is described in its workplan. If the proposed leveraging does not materialize during the period of award performance, and the CAR does not provide a satisfactory explanation, EPA may consider this factor in evaluating future applications from the CAR. In addition, if the proposed leveraging does not materialize during the period of award performance, then EPA may reconsider the legitimacy of the award. If EPA determines that the CAR knowingly or recklessly provided inaccurate information regarding the leveraged funding in its FY24 application, EPA may take action as authorized by 2 CFR Parts 200 and 1500, and/or 2 CFR Part 180 as applicable.

8. Cybersecurity – The recipient agrees that when collecting and managing environmental data under this cooperative agreement, it will protect the data by following all applicable State law cybersecurity requirements.

a. EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement are secure. For purposes of this section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer and work with the designated Regional/ Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

b. The recipient agrees that any subawards it makes under this agreement will require the subrecipient

to comply with the requirements in Cybersecurity Section a. above if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR § 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

9. All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov.

D. Quarterly Performance Reports

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, § 200.329, *Monitoring and Reporting Program Performance*), the CAR agrees to submit quarterly performance reports to the EPA Project Officer within 30 days after each reporting period. Initially, quarterly performance reports will be submitted via email or via the optional Quarterly Reporting function tool within the Assessment, Cleanup and Redevelopment Exchange System (ACRES). However, once EPA has developed and incorporated the updated Quarterly Performance Reporting tool into ACRES, the CAR agrees to use this tool to input quarterly performance reports directly into ACRES within 30 days after each reporting period (the EPA Project Officer will notify the CAR when use of this tool in ACRES is required). The reporting periods are October 1 – December 31 (1st quarter); January 1 – March 31 (2nd quarter); April 1 – June 30 (3rd quarter); and July 1 – September 30 (4th quarter). If a due date falls on a weekend or holiday, the report will be due on the next business day.

These reports shall cover work status, work progress, difficulties encountered, preliminary data results and a statement of activity anticipated during the subsequent reporting period, including a description of equipment, techniques, and materials to be used or evaluated. A discussion of expenditures and financial status for each workplan task, along with a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies from the EPA-approved workplan and budget shall be included in the report. The report shall also include any changes of key personnel concerned with the project that were approved by the EPA Grants Management Officer or Award Official. (Note, as provided at 2 CFR § 200.308, Revision of budget and program, the CAR must seek prior approval from the EPA Grants Management Officer or Award Official for a change in a key person.)

2. The CAR must submit performance reports on a quarterly basis in ACRES using the Assessment Quarterly Report function. Quarterly performance reports must include:

- a. A summary that clearly differentiates between activities completed with EPA funds provided under the Brownfield Assessment cooperative agreement and related activities completed with other sources of leveraged funding.
- b. A summary and status of approved activities performed during the reporting quarter; a summary of the performance outputs/outcomes achieved during the reporting quarter; and a description of problems encountered during the reporting quarter that may affect the project schedule.
- c. A comparison of actual accomplishments to the anticipated outputs/outcomes specified in the EPA-approved workplan and reasons why anticipated outputs/outcomes were not met.
- d. An update on the project schedule and milestones, including an explanation of any discrepancies from the EPA-approved workplan.
- e. A list of the properties where assessment and/or planning activities were performed and/or completed during the reporting quarter.
- f. A budget summary table with the following information: current approved project budget; EPA funds drawn down during the reporting quarter; costs drawn down to date (cumulative expenditures); program income generated and used (if applicable) (i.e., program income received and disbursed during the reporting quarter and during the entire cooperative agreement, and the amount of program income remaining); and total remaining funds. The budget summary table must include costs that are charged to the "other" budget object class category (e.g., participant support costs, subawards, etc.).

The CAR shall include an explanation of any discrepancies in the budget from the EPA-approved workplan, cost overruns or high unit costs, and other pertinent information. The CAR shall include a statement on funding transfers^[2] among direct budget categories or programs, functions and activities that occurred during the quarter and cumulatively during the period of performance.

Note: ACRES reporting requirements can change over time, based on expansion of EPA's information collection authority, and the CAR is responsible for complying with the latest ACRES reporting requirements at the time of each quarterly performance report. The EPA Project Officer will notify the CAR when ACRES reporting requirements, specific to Brownfields Assessment, change.

Note: Each property where assessment activities were performed and/or completed must have its corresponding information updated in ACRES (or via the Property Profile Form with prior approval from the EPA Project Officer) prior to submitting the quarterly performance report (see Section III.E. below).

3. If the workplan and budget for this agreement include subawards, the CAR is a pass-through entity under the “Establishing and Managing Subaward” General Term and Condition of this agreement. As the pass-through entity, the CAR must report to EPA on its subaward monitoring activities under [2 CFR § 200.332\(d\)](#), including the following information on subawards as part of the CAR's quarterly performance reporting:

- a. Summaries of results of reviews of financial and programmatic reports;
 - b. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance;
 - c. Environmental results the subrecipient achieved;
 - d. Summaries of audit findings and related pass-through entity management decisions, if any; and
 - e. Actions the pass-through entity has taken to correct any deficiencies such as those specified at [2 CFR § 200.332\(e\)](#), [2 CFR § 200.208, *Specific conditions*](#), and [2 CFR § 200.339, *Remedies for Noncompliance*](#).
4. The CAR must maintain records that will enable it to report to EPA on the amount of funds disbursed by the CAR to assess the specific properties under this cooperative agreement.
5. In accordance with 2 CFR § 200.329(e)(1), the CAR agrees to inform EPA as soon as problems, delays, or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the EPA-approved workplan.

E. Property Profile Submission

1. The CAR must report on interim progress (e.g., assessments started, reuse planning activities started) and any final accomplishments (e.g., assessments completed, clean up required, contaminants found, institutional controls required, engineering controls required) by completing and submitting relevant portions of the electronic Property Profile Form using the Assessment, Cleanup and Redevelopment Exchange System (ACRES). The CAR must enter the data in ACRES as soon as the interim action or final accomplishment has occurred, or within 30 days after the end of each reporting quarter. The CAR must enter any new data into ACRES prior to submitting the quarterly performance report to the EPA Project Officer. The CAR must utilize the electronic version of the Property Profile Form in ACRES unless approval is obtained from the EPA Project Officer to use the hardcopy version of the Property Profile Form or its use is included in the approved workplan.

F. Final Cooperative Agreement Performance Report with Environmental Results

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, § 200.329, *Monitoring and Reporting Program Performance* and 2 CFR § 200.344(a), *Closeout*), the CAR agrees to submit to the EPA Project Officer within 120 days after the expiration or termination of the approved project period a final performance report on the cooperative agreement via email; unless the EPA Project Officer agrees to accept a paper copy of the report. The final performance report shall document and summarize the elements listed in Section III.D.2., as appropriate, for activities that occurred over the entire project period.

IV. FINANCIAL ADMINISTRATION REQUIREMENTS

A. Eligible Uses of the Funds for the Cooperative Agreement Recipient

1. To the extent allowable under the EPA-approved workplan, cooperative agreement funds may be used for eligible programmatic expenses to inventory, characterize, assess sites; conduct site-specific planning, general brownfield-related planning activities around one or more brownfield sites; conduct outreach and community engagement; and for reasonable participant support costs associated with one community liaison per target area identified in the selected FY23 application. Eligible programmatic expenses include activities described in Section V. of these Terms and Conditions. In addition, eligible programmatic expenses may include:

a. Determining whether assessment activities at a particular site are authorized by CERCLA § 104(k).

- b. Ensuring that an assessment complies with applicable requirements under federal and state laws, as required by CERCLA § 104(k).
 - c. Preparing and updating an Analysis of Brownfield Cleanup Alternatives (ABCA) which will include information about the site and contamination issues, cleanup standards, applicable laws, alternatives considered, and the proposed cleanup.
 - d. Preparing a Community Involvement Plan which includes reasonable notice, opportunity for public involvement and comment on the proposed cleanup, and response to comments.
 - e. Developing a Quality Assurance Project Plan (QAPP) as required by 2 CFR § 1500.12. The specific requirement for a QAPP is outlined in *Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance* available at <https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-epa-financial>.
 - f. Using a portion of the cooperative agreement funds to purchase environmental insurance for the characterization or assessment of the site. [Funds shall not be used to purchase insurance intended to provide coverage for any of the ineligible uses under Section IV., *Ineligible Uses of the Funds for the Cooperative Agreement Recipient*.]
 - g. Any other eligible programmatic costs, including direct costs incurred by the recipient in reporting to EPA; procuring and managing contracts; awarding, monitoring, and managing subawards to the extent required to comply with 2 CFR § 200.332 and the “Establishing and Managing Subawards” General Term and Condition; and carrying out community engagement pertaining to the assessment activities.
3. Under CERCLA § 104(k)(5)(E), CARs and subrecipients may use up to 5% of the amount of federal funding for this cooperative agreement for administrative costs, including indirect costs under 2 CFR § 200.414. The limit on administrative costs for the CAR under this agreement is **\$100,000**. The total amount of indirect costs and any direct costs for cooperative agreement administration by the CAR paid for by EPA under the cooperative agreement shall not exceed this amount. Subrecipients may use up to 5% of the amount of Federal funds in their subawards for administrative costs. As required by 2 CFR § 200.403(d), the CAR and subrecipients must classify administrative costs as direct or indirect consistently and shall not classify the same types of costs in both categories. The term “administrative costs” does not include:

- a. Investigation and identification of the extent of contamination of a brownfield site;
- b. design and performance of a response action; or
- c. monitoring of a natural resource.

Eligible cooperative agreement and subaward administrative costs subject to the 5% limitation include direct costs for:

- a. Costs incurred to comply with the following provisions of the *Uniform Administrative Requirements for Cost Principles and Audit Requirements for Federal Awards* at 2 CFR Parts 200 and 1500 other than those identified as programmatic.
 - i. Record-keeping associated with equipment purchases required under 2 CFR § 200.313;
 - ii. Preparing revisions and changes in the budgets, scopes of work, program plans and other activities required under 2 CFR § 200.308;
 - iii. Maintaining and operating financial management systems required under 2 CFR § 200.302;
 - iv. Preparing payment requests and handling payments under 2 CFR § 200.305;
 - v. Financial reporting under 2 CFR § 200.328;
 - vi. Non-federal audits required under 2 CFR Part 200, Subpart F; and
 - vii. Closeout under 2 CFR § 200.344 with the exception of preparing the recipient's final performance report. Costs for preparing this report are programmatic and are not subject to the 5% limitation on direct administrative costs.

b. Pre-award costs for preparation of the proposal and application for this cooperative agreement (including the final workplan) or applications for subawards are not allowable as direct costs but may be included in the CAR's or subrecipient's indirect cost pool to the extent authorized by 2 CFR § 200.460.

4. If authorized in the EPA approved scope of work and budget narrative, the CAR may use a portion of the Assessment Grant for eligible participant support costs associated with one community liaison per target area who is not an employee of the CAR or the CAR's contractor(s) or subrecipient(s). Additional target areas cannot be added to the project for the purpose of using participant support costs to fund additional community liaisons. Eligible participant support costs may include reasonable stipends to compensate an individual community member's time and travel costs for participating in project-related meetings (e.g., meetings with the community, meetings held by a brownfields advisory board, etc.) and time associated with other specific tasks that are directly tied to related community engagement efforts. Stipends may only be paid for actual time spent working on tasks associated with the project and must not duplicate support provided through other Federal, state, tribal, or local programs.

A CAR that uses participant support costs must follow the process described in their EPA-approved workplan (or in a separate process approved by EPA post-award) for determining the amounts of allowable stipend(s), procedures for accounting for participant support cost payments (including receipts), and documenting that the costs are allowable and do not duplicate other support for the individual(s). Additional information on these requirements for the use of participant support costs is available in [EPA's Guidance on Participant Support Costs](#).

B. Ineligible Uses of the Funds for the Cooperative Agreement Recipient

1. Cooperative agreement funds shall not be used by the CAR for any of the following activities:

a. Cleanup activities;

b. Site development activities that are not brownfield site assessment activities (e.g., marketing of property (activities or products created specifically to attract buyers or investors) or construction of a new facility);

c. General community visioning, area-wide zoning updates, design guideline development, master planning, green infrastructure, infrastructure service delivery, and city-wide or comprehensive planning/plan updates – these activities are all ineligible uses of grant funds if unrelated to advancing

cleanup and reuse of brownfield sites or sites to be assessed. Note: for these types of activities to be an eligible use of grant funds, there must be a specific nexus between the activity and how it will help further cleanup and reuse of the priority brownfield site(s). This nexus must be clearly described in the workplan for the project;

d. Job training activities unrelated to performing a specific assessment at a site covered by the cooperative agreement;

e. To pay for a penalty or fine;

f. To pay a federal cost share requirement (e.g., a cost share required by another federal grant) unless there is specific statutory authority;

g. To pay for a response cost at a brownfield site for which the CAR or subaward recipient is potentially liable under CERCLA § 107;

h. To pay a cost of compliance with any federal law, excluding the cost of compliance with laws applicable to the assessment; and

i. Unallowable costs (e.g., lobbying and purchases of alcoholic beverages) under 2 CFR Part 200, Subpart E.

2. Cooperative agreement funds shall not be used for any of the following properties:

a. Facilities listed, or proposed for listing, on the National Priorities List (NPL);

b. Facilities subject to unilateral administrative orders, court orders, and administrative orders on consent or judicial consent decree issued to or entered by parties under CERCLA;

c. Facilities that are subject to the jurisdiction, custody or control of the United States government except for land held in trust by the United States government for an Indian tribe; or

d. A site excluded from the definition of a brownfield site for which EPA has not made a property-specific funding determination.

C. Interest-Bearing Accounts and Program Income

1. In accordance with 2 CFR § 1500.8(b), during the performance period of the cooperative agreement, the CAR is authorized to add program income to the funds awarded by EPA and use the program income under the same terms and conditions of this agreement.

2. Program income for the CAR shall be defined as the gross income received by the recipient, directly generated by the cooperative agreement award or earned during the period of the award. Program income includes, but is not limited to, fees charged for conducting assessment, site characterizations, cleanup planning, or other activities when the costs for the activities are charged to this agreement.

3. The CAR must deposit advances of cooperative agreement funds and program income (i.e., fees) in an interest-bearing account.

a. For interest earned on advances, CARs are subject to the provisions of 2 CFR § 200.305(b)(7)(ii) relating to remitting interest on advances to EPA on a quarterly basis.

b. Any program income earned by the CAR will be added to the funds EPA has committed to this agreement and used only for eligible and allowable costs under the agreement as provided in 2 CFR § 200.307 and 2 CFR § 1500.8, as applicable.

c. Interest earned on program income is considered additional program income.

d. The CAR must disburse program income (including interest earned on program income) before requesting additional payments from EPA as required by 2 CFR § 200.305(b)(5).

4. As required by 2 CFR § 200.302, the CAR must maintain accounting records documenting the receipt and disbursement of program income.

5. The recipient must provide as part of its quarterly performance report and final technical report a description of how program income is being used. Further, a report on the amount of program income earned during the award period must be submitted with the quarterly performance report, final technical report, and Federal Financial Report (Standard Form 425).

V. ASSESSMENT REQUIREMENTS

A. Authorized Assessment Activities

1. Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling), the CAR shall consult with the EPA Project Officer regarding potential applicability of the National Historic Preservation Act (NHPA) (16 USC § 470) and, if applicable, shall assist EPA in complying with any requirements of the NHPA and implementing regulations.

2. If funds from this cooperative agreement are used to prepare an Analysis of Brownfield Cleanup Alternatives (ABCA), or equivalent state Brownfields program document, the CAR must include information about the site and contamination issues (i.e., exposure pathways, identification of contaminant sources, etc.); cleanup standards; applicable laws; alternatives considered; and the proposed cleanup. The evaluation of alternatives must include effectiveness, ability to implement, and the cost of the response proposed. The evaluation of alternatives must also consider the resilience of the remedial options to address potential adverse impacts caused by extreme weather events and changing climate conditions (e.g., sea level rise, drought, increased frequency and intensity of flooding, etc.). The alternatives may additionally consider the degree to which they reduce greenhouse gas discharges, reduce energy use or employ alternative energy sources, reduce volume of wastewater generated/disposed of, reduce volume of materials taken to landfills, and recycle and re-use materials generated during the cleanup process to the maximum extent practicable. The evaluation will include an analysis of reasonable alternatives including no action. The cleanup method chosen must be based on this analysis.

B. Quality Assurance (QA) Requirements

1. As applicable and in accordance with 2 CFR 1500.12, the recipient shall continue to implement and adhere to the Quality Management Plan (QMP) approved by EPA Region 8. In accordance with EPA QA/S-1: EPA Requirements for Quality Management Plans, CIO 2105-S-1 (QA/S-1) Section 6, the recipient must review its QMP annually for the 5-year life of the QMP to reconfirm the suitability and effectiveness of the approved quality management practices. The recipient shall document the review using the Region 8 QMP Crosswalk. In the QMP Crosswalk the recipient shall identify the specific page

number(s) and section(s) of the QMP that addresses the corresponding required QMP element in QA/S-1. QMP review results and/or revisions made must be submitted to the EPA Project Officer and Regional Quality Assurance Manager annually. Significant changes made to the quality system that affect the performance of work for the Agency requiring the revision of an approved QMP are listed in EPA QA/S-1 Section 6 and require submission of the QMP and completed Region 8 QMP Crosswalk for review and approval by the EPA Project Officer and Regional Quality Assurance Manager. This quality assurance requirement applies to all grants and agreements that involve environmental information operations (*i.e.*, the collection, production, evaluation or use of environmental information by and for EPA and/or the design, construction, operation, or application of environmental technology by EPA.

2. A Quality Assurance Project Plan (QAPP) is a record of determinations made during planning by the organization of the data type, quality, and quantity necessary to meet project objectives and the quality assurance and quality control procedures, specifications, and documentation that the recipient will use to ensure the desired results. The recipient agrees to document in a QAPP the quality assurance (QA), quality control (QC), and technical activities that must be implemented to ensure that the project objectives are met. Each QAPP has a maximum period of performance of 5 years.

3. Recipients implementing environmental programs within the scope of the assistance agreement must submit a QAPP to the EPA Project Officer and EPA QA reviewer no later than 90 days after award—unless the Region 8 EPA-approved QMP has made such an authorized QAPP approval delegation, based on procedures documented in the QMP. The QAPP shall be prepared for each project in accordance with (IAW) EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans. For each QAPP, complete the Region 8 QA Document Review Crosswalk (QAPP Review Crosswalk). In the QAPP Crosswalk the recipient shall identify the specific page number(s) and section(s) of the QAPP that addresses the corresponding required QAPP element in QA/R-5, including a detailed explanation for any elements considered not applicable to the grant. The recipient shall submit the completed crosswalk with the QAPP to the EPA Project Officer and QA Reviewer for EPA review and approval—unless the EPA-approved QMP authorizes QAPP approval delegation. Multiple QAPPs may be prepared as directed in the Work Plan and EPA Project Officer or based on procedures documented in the EPA-approved QMP if EPA has made such an authorized delegation.

4. The recipient agrees to ensure that no environmental information operations (defined in QA T&C #1) may occur until the QAPP is reviewed and approved by the EPA Regional Quality Assurance Regional Manager or their delegate (or the recipient, if the Region 8 EPA-approved QMP authorizes QAPP approval delegation based on procedures documented in the QMP).

5. If the grant recipient issues a subaward, the grant recipient shall ensure that subawards involving EIO include appropriate quality requirements for the work. The grant recipient is responsible for developing and implementing project-level planning documents in accordance with these Terms and Conditions, and for ensuring that subaward recipients implement all applicable approved QA planning documents.

6. The recipient must review the current QAPP(s) annually to reconfirm its suitability and effectiveness. The recipient shall document the review using the Region 8 QA Document Review Crosswalk (QAPP Review Crosswalk). In the QAPP Review Crosswalk the recipient shall identify the specific page number (s) and section(s) of changes to the approved version of the QAPP and include a description of what changed and why in the crosswalk element's comment box. QAPP Review Crosswalks and/or revised QAPPs must be submitted to EPA Project Officer and QA reviewer annually no later than 60 days prior to the anniversary date of each QAPP's approval date (unless the EPA authorizes QAPP approval delegation based on procedures documented in the EPA-approved QMP). Significant changes to the project require the recipient to modify the QAPP and submit the updated QAPP as a new document as described in Section 3.

7. A copy of the approved QAPP(s) must be submitted to the EPA Project Officer by posting the QAPP to the appropriate site or other electronic document transfer platform agreed to by the PO. The approved QAPP(s) must be retained within the recipient's official records for this agreement.

8. Annually and as is required for any organization that is implementing a quality program through a Region 8 EPA-approved QMP, the recipient shall submit an Annual QA Report to the EPA Project Officer and Regional QA Manager. The Annual QA Report is due August 31st of each year. The Annual QA Report shall summarize a review of the State agency's quality program, including: • Documented review of the QMP using the EPA Region 8 QMP Crosswalk, and the recipient shall submit a revised/updated QMP if a revision or update is necessary due to significant changes to the State agency's quality program;

- Listing of QA training provided within the State agency for the reporting cycle including the training provider, dates of training, and number of attendees;
- Identification of all QA documents including status (current, reviewed, approved, cancelled, or backlogged) and whether the QA document is for new or continuing projects;
- Reporting of all assessments conducted in the reporting cycle and the corrective actions taken to resolve any findings; and
- Reporting if there are real or perceived risks or vulnerabilities in the quality system that need to be addressed or if support is needed from EPA Region 8.

9. Competency of Organizations Generating Environmental Measurement Data: In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, the recipient agrees to demonstrate competency prior to carrying out any activities under the award involving environmental information operations (*i.e.*, the collection, production, evaluation or use of environmental information and/or the design, construction, operation, or application of environmental technology). The recipient shall maintain competency for the duration of the agreement's period of performance, and this will be

documented during the annual reporting process. To access the Policy and other information about the Policy, visit http://www.epa.gov/fem/lab_comp.htm. A copy of the Policy is available directly at <https://www.epa.gov/measurements-modeling/documents-about-measurement-competency-under-assistance-agreements>, or a copy may be requested by contacting the EPA Project Officer for this award.”

C. Public Awareness

1. The CAR agrees to clearly reference EPA investments in the project during all phases of community outreach outlined in the EPA-approved workplan which may include the development of any post-project summary or success materials that highlight achievements to which this project contributed.

a. If any documents, fact sheets, and/or web materials are developed as part of this cooperative agreement, then they shall comply with the *Acknowledgement Requirements for Non-ORD Assistance Agreements* in the General Terms and Conditions of this agreement.

b. If the EPA logo is displayed along with logos from other participating entities on websites, outreach materials, or reports, it must not be prominently displayed to imply that any of the recipient or subrecipient's activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that the South Dakota Department of Agriculture & Natural Resources

received financial support from the EPA under an Assistance Agreement per the term and condition described in Section V.C.1.a. above. More information is available at <https://www.epa.gov/stylebook/using-epa-seal-and-logo>.

c. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden's Bipartisan Infrastructure Law.” The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at <https://www.epa.gov/invest/investing-america-signage>.

d. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs

are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable.

Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

2. The CAR agrees to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction and/or site reuse projects as a result of this agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

3. To increase public awareness of projects serving communities where English is not the predominant language, CARs are encouraged to include in their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

4. All public awareness activities conducted with EPA funding are subject to the provisions in the General Terms and Conditions on compliance with section 504 of the Americans with Disabilities Act.

D. All Appropriate Inquiry

1. As required by CERCLA § 104(k)(2)(B)(ii) and CERCLA § 101(35)(B), the CAR shall ensure that a Phase I site characterization and assessment carried out under this agreement will be performed in accordance with EPA's all appropriate inquiries regulation (AAI). The CAR shall utilize the practices in ASTM standard E1527-21 *“Standard Practices for Environmental Site Assessment: Phase I Environmental Site Assessment Process”* (or the latest recognized ASTM standard at the time the assessment is performed), or EPA's All Appropriate Inquiries Final Rule (40 CFR Part 312). A suggested outline for an AAI final report is provided in *“All Appropriate Inquiries Rule: Reporting Requirements and Suggestions on Report Content”* (Publication Number: EPA 560-F-23-004 (or the latest available publication)). This does not preclude the use of cooperative agreement funds for additional site characterization and assessment activities that may be necessary to characterize the environmental impacts at the site or to comply with applicable state standards.

2. AAI final reports produced with funding from this agreement must comply with 40 CFR Part 312 and

must, at a minimum, include the information below. All AAI reports submitted to the EPA Project Officer as deliverables under this agreement must be accompanied by a completed “*All Appropriate Inquiries: Reporting Requirements Checklist for Assessment and Multipurpose Grant Recipients*” (Publication Number: EPA 560-F-23-017 (or the latest available publication)) that the EPA Project Officer will provide to the recipient. The checklist is available to CARs on EPA's website at <https://www.epa.gov/brownfields/all-appropriate-inquiries-reporting-requirements-checklist-assessment-grant-recipients>. The completed checklist must include:

- a. An ***opinion*** as to whether the inquiry has identified conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property.

- b. An identification of “***significant***” ***data gaps*** (as defined in 40 CFR § 312.10), if any, in the information collected for the inquiry. Significant data gaps include missing or unattainable information that affects the ability of the environmental professional to identify conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property. The documentation of significant data gaps must include information regarding the significance of these data gaps.

- c. ***Qualifications and signature*** of the environmental professional(s). The environmental professional must place the following statements in the document and sign the document:
 - “[I, We] declare that, to the best of [my, our] professional knowledge and belief, [I, we] meet the definition of Environmental Professional as defined in 40 CFR § 312.10 of this part.”
 - “[I, We] have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. [I, We] have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.”

Note: Please use either “I/my” or “We/our.”

- d. In compliance with 40 CFR § 312.31(b), the environmental professional must include in the final report an ***opinion regarding additional appropriate investigation***, if the environmental professional has such an opinion.

3. EPA may review checklists and AAI final reports for compliance with the AAI regulation documentation requirements at 40 CFR Part 312 (or comparable requirements for those using ASTM Standard 1527-21 or the latest recognized ASTM standard at the time the assessment is performed).

Any deficiencies identified during an EPA review of these documents must be corrected by the recipient within 30 days of notification. Failure to correct any identified deficiencies may result in EPA disallowing the costs for the entire AAI report as authorized by 2 CFR § 200.339. If a recipient willfully fails to correct the deficiencies EPA may consider other available remedies under 2 CFR § 200.339 and 2 CFR § 200.340.

E. Completion of Assessment Activities

1. The CAR shall properly document the completion of all activities described in the EPA-approved workplan. This must be done through a final report or letter from a Qualified Environmental Professional, or other documentation provided by a State or Tribe that shows assessments are complete.

F. Inclusion of Additional Terms and Conditions

1. In accordance with 2 CFR § 200.334, the CAR shall maintain records pertaining to the cooperative agreement for a minimum of three (3) years following submission of the final financial report unless one or more of the conditions described in the regulation applies. The CAR shall provide access to records relating to assessments supported with Assessment cooperative agreement funds to authorized representatives of the Federal government as required by 2 CFR § 200.337.

2. The CAR has an ongoing obligation to advise EPA if it assessed any penalties resulting from environmental non-compliance at sites subject to this agreement.

VI. PAYMENT AND CLOSEOUT

For the purposes of these Terms and Conditions, the following definitions apply: “payment” is EPA's transfer of funds to the CAR; “closeout” refers to the process EPA follows to ensure that all administrative actions and work required under the cooperative agreement have been completed.

A. Payment Schedule

1. The CAR may request advance payment from EPA pursuant to 2 CFR § 200.305(b)(1) and the prompt disbursement requirements of the General Terms and Conditions of this agreement.

This requirement does not apply to states which are subject to 2 CFR § 200.305(a).

B. Schedule for Closeout

1. Closeout will be conducted in accordance with 2 CFR § 200.344. EPA will close out the award when it determines that all applicable administrative actions and all required work under the cooperative agreement have been completed.
2. The CAR, within 120 days after the expiration or termination of the cooperative agreement, must submit all financial, performance, and other reports required as a condition of the cooperative agreement.
 - a. The CAR must submit the following documentation:
 1. The Final Cooperative Agreement Performance Report as described in Section III.F. of these Terms and Conditions.
 2. Administrative and Financial Reports as described in the General Terms and Conditions of this agreement.
 - b. The CAR must ensure that all appropriate data have been entered into ACRES or all hardcopy Property Profile Forms are submitted to the EPA Project Officer.

c. As required by 2 CFR § 200.344, the CAR must immediately refund to EPA any balance of unobligated (unencumbered) advanced cash or accrued program income that is not authorized to be retained for use on other cooperative agreements.

Davis-Bacon Term and Condition for Brownfields

1. Program Applicability

1. **Program Name:** Brownfields Program

2. **Statute:** Brownfields Direct Cleanup and Revolving Loan Fund Grants authorized by 42 U.S.C. 9604(k) are subject to Davis-Bacon and Related Acts (DBRA) as provided in 42 U.S.C. 9604(g)

3. Activities subject to Davis-Bacon:

1. **Brownfield Sites Contaminated with Hazardous Substances:** All construction, alteration, and repair activity involving the remediation of hazardous substances is subject to DBRA. This includes:
 - Excavation of contaminated soil;
 - Construction of caps, barriers, and structures which permanently house treatment equipment;
 - Installation of water supply wells/piping/connections;
 - Abatement of contamination in buildings; and
 - Demolition (if followed by new construction).

2. **Brownfield Sites Contaminated with Petroleum:** DBRA prevailing wage requirements apply when the project includes:
 - Excavation of contaminated soil and/or tank removal if followed by paving and concrete replacement, or if it is an extensive soil excavation project;
 - Construction of caps, barriers, and structures which permanently house treatment equipment; and
 - Installation of water supply wells/piping/connections and related excavation and replacement of contaminated soil.

4. **Prevailing Wage Classification (e.g., Heavy Construction, Residential, Commercial) (optional):**
 - **Heavy Construction:** EPA has determined the “Heavy Construction” classification should be used when soliciting competitive contracts or issuing ordering instruments to existing contractors for:
 - Excavation and removal of contaminated soil;
 - Construction of caps or barriers;
 - Replacement of paving and concrete; and
 - Installation of water supply wells/piping/connections.
 - **Building Construction:** EPA has determined the “Building Construction” classification should be used when soliciting competitive contracts or issuing ordering instruments for the construction of:
 - Demolition (if followed by new construction);
 - Construction of structures which permanently house treatment equipment; and
 - Abatement of contamination in buildings (other than residential structures less than 4 stories in height).
 - **Residential Construction:** EPA has determined the “Residential Construction” classification should be used when soliciting competitive contracts or issuing ordering instruments for the abatement of contamination in residential structures less than 4 stories in height.

2. **Davis-Bacon and Related Acts**

[DBRA](#) is a collection of labor standards provisions administered by the Department of Labor, that are applicable to grants involving construction. These labor standards include the:

- Davis-Bacon Act, which requires payment of prevailing wage rates for laborers and mechanics on construction contracts of \$2,000 or more

- Copeland “Anti-Kickback” Act, which prohibits a contractor or subcontractor from inducing an employee into giving up any part of the compensation to which he or she is entitled; and
- Contract Work Hours and Safety Standards Act, which requires overtime wages to be paid for over 40 hours of work per week, under contracts in excess of \$100,000.

3. Recipient Responsibilities When Entering Into and Managing Contracts:

1. Solicitation and Contract Requirements:

1. **Include the Correct Wage Determinations in Bid Solicitations and Contracts:** Recipients are responsible for complying with the procedures provided in [29 CFR 1.6](#) when soliciting bids and awarding contracts.
2. **Include DBRA Requirements in All Contracts:** Include the following text on all contracts under this grant:

“By accepting this contract, the contractor acknowledges and agrees to the terms provided in the [DBRA Requirements for Contractors and Subcontractors Under EPA Grants](#).”

2. After Award of Contract:

1. **Approve and Submit Requests for Additional Wages Rates:** Work with contractors to request additional wage rates if required for contracts under this grant, as provided in [29 CFR 5.5 \(a\)\(1\)\(iii\)](#).
2. **Provide Oversight of Contractors to Ensure Compliance with DBRA Provisions:** Ensure contractor compliance with the terms of the contract, as required by [29 CFR 5.6](#).

4. Recipient Responsibilities When Establishing and Managing Additional Subawards:

1. Include DBRA Requirements in All Subawards (including Loans):

Include the following text on all subawards under this grant:

“By accepting this award, the EPA subrecipient acknowledges and agrees to the terms and conditions provided in the [DBRA Requirements for EPA Subrecipients](#).”

2. **Provide Oversight to Ensure Compliance with DBRA Provisions:** Recipients are responsible for oversight of subrecipients, and must ensure subrecipients comply with the requirements in [29 CFR 5.6](#).

5. The contract clauses set forth in this Term & Condition, along with the correct wage determinations, will be considered to be a part of every prime contract covered by Davis-Bacon and Related Acts (see [29 CFR5.1](#)), and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Department of Labor grants a variance, tolerance, or exemption. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

[\[1\]](#) When EPA uses the term “underserved communities” it has the meaning defined in Executive Order 13985: *Advancing Racial Equity And Support For Underserved Communities Through The Federal Government*, which defines “underserved communities” as “populations sharing a particular characteristic, as well as geographic communities, that have been systematically denied a full opportunity to participate in aspects of economic, social, and civic life as exemplified in the preceding definition of equity”. As described in the Executive Order, the term “equity” means the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment, which may include Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality. It also includes “communities environmentally overburdened,” that is, a community adversely and disproportionately affected by environmental and human health harms or risks, and “disadvantaged, communities” as referenced in Executive Order 14008, *Tackling the Climate Crisis at Home and Abroad*, and defined in Office of Management and Budget's Memo M-21-28: Interim Implementation Guidance for the Justice40 Initiative.

[\[2\]](#) Per EPA's General Term and Condition, the CAR must obtain prior approval from the EPA Grants Management Officer or Award Official for cumulative transfers of funds in excess of 10% of the total budget.



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: January 13, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Heather Graham, Mayor
Barb Huber, Fire Chief
Marisa Pacheco, Director of Human Resources

SUBJECT: AN ORDINANCE AMENDING THE FISCAL YEAR 2025 STAFFING ORDINANCE BY CONVERTING THREE (3) FULL-TIME VACANT FIRE FIGHTER POSITIONS WITHIN THE AUTHORIZED STAFFING OF THE FIRE DEPARTMENT

SUMMARY:

The Fire Chief, with Mayor Graham's approval requests the conversion of three (3) full-time vacant Firefighter positions to three (3) Fire Engineer positions.

The conversion of the vacancies is the final piece of the department staffing realignment associated with the addition of new Fire Station 11 and the relocation and re-build of Stations 6 and 8 in 2025. The staffing changes will ultimately result in the enhancement of the Pueblo Fire Department's ability to deliver meaningful life and safety services to the community. In advance of the physical building completions, the requested staffing changes will improve firefighter safety and ensure a smooth transition into the modified deployment of resources resulting from the station changes.

PREVIOUS COUNCIL ACTION:

On September 23, 2024, Ordinance No. 10794 was approved as phase one of staffing changes for Fire Station 11 – converted eight vacant Firefighter positions to three (3) Assistant fire Chief positions and five (5) Fire Lieutenant positions within the authorized staffing of the Fire Department for 2024.

On September 23, 2024, Ordinance No. 10795 was approved as phase two of staffing changes for Fire Station 11 – added one (1) full-time Fire Lieutenant position to the authorized staffing of the Fire Department for 2024.

On December 9, 2024, Ordinance No.10852 was approved by City Council. This

Ordinance provided authorized staffing for Fiscal Year 2025 which included six (6) new Fire Department positions for Fire Station 11 – added three (3) Fire Captains and three (3) Emergency Medical Officers (Paramedics).

BACKGROUND:

On August 19, 2024, City Council was briefed during a work session about Fire Department changes associated with new Fire Station 11 and the relocation and re-build of two other stations. This presentation outlined how the Fire Department was preparing to expand the number of stations for operation in 2025 and how the phased recommended staffing changes have been a significant need for the City and community and will improve ISO (insurance) ratings.

Staffing changes approved by City Council in fourth quarter of 2024 represented the first and second phases necessary to staff the new Fire Station 11. The third and final phase of the staffing is to convert three (3) vacant Firefighter positions to Fire Engineers to cover the three shifts (A, B and C) for the new Fire Station 11. The rest of staffing is in place, as previously approved to allow for the opening of the new station and to add immediate benefit to the community. This change does not negatively impact any operations at the Firefighter level and staffing will be adequate at the proposed level.

A summary of the staffing changes previously approved in 2024 and in the annual; budget and staffing ordinance for 2025 are outlined below. Finally, the change requested by this ordinance (in red) is included in the chart below:

Pueblo Fire Department Staffing Chart			
Rank/Title	Staffing Levels January 1, 2025	Staffing Levels January 27, 2025 (if ordinance approved)	Explanation Notes/Actions
Fire Chief	1	1	
Deputy Fire Chief	2	2	
Assistant Fire Chief	6	6	APPROVED: Convert 3 vacant Firefighter Positions by ordinance in September 2024
Fire Captain	36	36	APPROVED: Add 3 FTES in 2025 (January 1, 2025)
Fire Lieutenant	6	6	APPROVED: Convert 5 vacant Firefighter Positions to Fire Lieutenants by ordinance in September 2024 Add 1 FTE - ordinances in September 2024
Emergency Medical Officer	34	34	APPROVED: Add 3 FTES in 2025 (January 1, 2025)
Fire Engineer	36	39	Convert 3 vacant Firefighter Positions by ordinance January 2025.
Fire Inspector	3	3	
Firefighters	36	33	Final conversion of vacancies, maintains adequate staffing @ FF rank
Civilian Support Positions	4	4	
TOTAL	164	164	

FINANCIAL IMPLICATIONS:

There is no net change in staffing for the Fire Department because existing funded vacant positions are being converted. No additional funding is required for the remainder of 2025 as the result of salary savings associated with unavoidable delays in promotions to higher ranks.

Current Class	Action	New Class	Annual Cost Difference*	6 months of Cost*
Firefighter	Conversion	Fire Engineer	\$35,669	\$17,834
Firefighter	Conversion	Fire Engineer	\$35,669	\$17,834
Firefighter	Conversion	Fire Engineer	\$35,669	\$17,834

**Cost includes salary difference for converted positions plus all related benefits (health, dental, pension, life insurance, Medicare)*

The total cost of the converted positions is approximately \$53,503 which can be covered by salary savings. This assumes promotions into the positions would occur no earlier than mid-year, 2025

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

The no action alternative would be to retain staffing levels as they are, which is not operationally efficient and will result in insufficient staffing to open Station 11's three shifts which all require a Fire Engineer.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE AMENDING THE FISCAL YEAR 2025
STAFFING ORDINANCE BY CONVERTING THREE (3) FULL-
TIME VACANT FIRE FIGHTER POSITIONS WITHIN THE
AUTHORIZED STAFFING OF THE FIRE DEPARTMENT

WHEREAS, it is necessary to revise staffing for the ultimate efficiency and functionality for the City of Pueblo Fire Department; NOW THEREFORE

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The following section captioned "Fire" of Ordinance No. 10852, being the 2025 Staffing Ordinance, is amended as follows:

Fire

Fire Chief	1
Deputy Fire Chief	2
Assistant Fire Chief	6
Fire Captain	36
Fire Lieutenant	6
Emergency Medical Officer	34
Fire Engineer	[36]39
Fire Inspector	3
Firefighter	[36]33
Administrative Technician	1
Community Risk Reduction Coordinator	1
Community Outreach Specialist	1
Senior Office Assistant	1
Total	164

SECTION 2.

The officers and staff of the City are directed and authorized to perform any and all acts consistent with the intent of this Ordinance to effectuate any transactions described therein.

SECTION 3.

This Ordinance shall be deemed to amend the Fiscal Year 2025 Budget and staffing with respect to the number and allocation of positions within the Fire Department and shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk



**Background Paper for Proposed
Action Item**

COUNCIL MEETING DATE: January 13, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Brian McCain, Chief of Staff
Marisa Pacheco, Director of Human Resources

SUBJECT: AN ORDINANCE RELATING TO AND PROVIDING FOR AN
ENHANCED TUITION REIMBURSEMENT PROGRAM FOR CITY
EMPLOYEES

SUMMARY:

Mayor Graham requests approval to extend, on a temporary basis, the previously approved Enhanced Tuition Reimbursement Program for City employees. The original program began on January 1, 2022, and ended December 31, 2024.

This ordinance seeks to extend the existing program from January 1, 2025, through December 31, 2027.

PREVIOUS COUNCIL ACTION:

Ordinance No. 10086 was approved by City Council on December 27, 2021, and approved the implementation of the Enhanced Tuition Reimbursement Program.

BACKGROUND:

Prior to the approval of the current Enhanced Tuition Reimbursement Program, tuition reimbursement was dictated by provisions contained in collective bargaining agreements and in Pueblo Municipal Code:

- Pueblo Municipal Code 6-8-7 – Reimbursement of no more than 80% of tuition, fees, and book costs for full-time employees upon successful completion of an approved course or courses in education or vocational training.
- International Association of Firefighters Local #3 - Reimbursement of no more than 75% of tuition, fees, and book costs for full-time employees upon successful completion of an approved course or courses in education or vocational training. Must achieve a grade of “C” or better and the maximum that

can be reimbursed is two thousand (\$2,000) per year per person.

- International Brotherhood of Police Officers Local #537 – Reimbursement of no more than 75% of tuition, fees and books paid for by the employee.
- Pueblo Association of Government Employees – Reimbursement of no more than 80% of tuition, fees, and book costs for full-time employees upon successful completion of an approved course or courses in education or vocational training. Must achieve a grade of C or better and the course must be related to improve competence in the job and be of value to the employee's City service. Courses that are unrelated to the employees' job may be approved, but the reimbursement amount is 50% of the cost of tuition, fees, and books.

Prior to the implementation of the Enhanced Tuition Reimbursement Program, reimbursement was not routinely available to employees because of a lack of available funding. The collective bargaining agreement provisions for reimbursement are dependent on the City having available funding to reimburse related expenses.

The City Council approved Enhanced Tuition Reimbursement Program began on January 1, 2022, and ended December 31, 2024, and reimbursed up to 100% of tuition, fees and books for approved, job-related education courses and vocational training up to a maximum of two thousand (\$2,000) dollars per person, per year during the program. The course training must be related to the City employee's work, be designed to improve competence in the job and be of value to the City. The program expanded eligibility to include Classified, non-bargaining unit employee but also Unclassified employees to include part-time temporary employees.

Participating employees are required to execute an agreement in advance of receiving the reimbursement to include a repayment provision if they leave employment for a period following reimbursement under the program. Employees in six City departments (Mayor's Office, Municipal Court, Finance, Fire, Public Works and Parks and Recreation) have taken advantage of this program and feedback has been positive about extending the program beyond the initial program period.

The City continues to strive to maintain status as an employer of choice to both attract and retain highly qualified employees. In the current job market, this is more important than ever as the talent pool is shrinking, and job opportunities are growing.

Tuition reimbursement programs reduce turnover costs. Employees who are offered tuition reimbursement usually stay longer with employers and bring the benefit of new skills to the workplace to directly impact operations. Continued learning also prepares employees for promotional opportunities and therefore also enhances commitment to the employer and a career in local government. The employees of the City are our most valuable assets. A trained and educated workforce is important in meeting the

City's core mission of efficiently and effectively delivering services to the citizens of our community.

It is for these reasons, that Mayor Graham is proposing to extend the Enhanced Tuition Reimbursement Program on a temporary basis retroactive to January 1, 2025, through December 31, 2027.

FINANCIAL IMPLICATIONS:

Funding for the program will come from funding at the department level. It is not known how much the extended program will cost as program participation is not yet known during the extension period.

For the initial program period the following expenditures were connected to the program:

Enhanced Tuition Reimbursement Program 2022-2024 Costs

Department	2022	2023	2024	Total
Mayor's Office	\$ -	\$ 980.00	\$ -	\$ 980.00
Municipal Court	\$ -	\$ 1,350.00	\$ 2,000.00	\$ 3,350.00
Finance	\$ -	\$ 400.80		\$ 400.80
Fire	\$ -	\$ 3,470.70		\$ 3,470.70
Public Works	\$ 4,218.88	\$ 2,000.00	\$ 2,000.00	\$ 8,218.88
Parks & Recreation	\$ -	\$ 1,871.65	\$ -	\$ 1,871.65
Total	\$ 4,218.88	\$ 10,073.15	\$ 4,000.00	\$ 18,292.03

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Leadership of the International Association of Firefighters Local #3, International Brotherhood of Police Officers Local #537 and the Pueblo Association of Government Employees were provided with a copy of the attached ordinance and a required waiver to continue offering the program to their membership. Both the Police and Fire unions have indicated they are supportive of the extension and if this ordinance passes will execute the waiver.

The Pueblo Association of Government Employees has chosen not to participate in this program moving forward and has declined to execute a waiver.

ALTERNATIVES:

The no action alternative would be to allow the Enhanced Tuition Reimbursement Program to expire and instead continue reimbursement provisions within the collective bargaining agreements and Pueblo Municipal Code which offer lesser benefit than the Enhanced Tuition Reimbursement Program.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE RELATING TO AND PROVIDING FOR AN ENHANCED TUITION REIMBURSEMENT PROGRAM FOR CITY EMPLOYEES

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

Subject to available appropriation and funds, the Mayor is authorized to reimburse a City Employee up to \$2000 annually for tuition, fees and expenses related to successful completion of an approved course or courses in educational or vocational training. The course training must be related to City Employee's work, be designed to improve competence in the job and be of value to the City. Successful completion means that a grade of "C" or better or "Pass" must be achieved to be eligible for reimbursement. As used in this Ordinance, the term "City Employee" shall mean any Classified, Non-bargaining unit employee and any Unclassified employee other than part-time seasonal employees. The term "City Employee" shall also include any Classified, Bargaining unit employee, if and to the extent that the sole and exclusive bargaining agent for such employee has executed an appropriate waiver or agreement approved by the City which is consistent with and subject to the requirements and limitations of this Ordinance.

SECTION 2.

The decision to authorize or not authorize a reimbursement request shall be at the discretion of the Mayor and shall not be subject to appeal or grievance under City ordinance including but not limited to the grievance procedure set forth in Chapter 11 of Title VI of the City Code.

SECTION 3.

As a condition precedent to approval of any application for or receipt of any reimbursement authorized under this Ordinance, City Employee shall execute a Tuition Reimbursement Agreement ("Agreement") in substantially the same form as is hereto attached. The Mayor is authorized to execute any such Agreement for and on behalf of the City, and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 4.

Any provision of any ordinance of the City in conflict with this Ordinance shall be suspended and shall be superseded by this Ordinance during the period from the effective date of this Ordinance through the date this Ordinance is repealed as provided in Section 6.

SECTION 5.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Ordinance to effectuate the policies and procedures described herein. The Mayor is expressly authorized to adopt policies and procedures appropriate to extending the tuition reimbursement program contemplated by this Ordinance.

SECTION 6.

This Ordinance shall become effective on January 1, 2025, and shall be automatically repealed on December 31, 2027.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: January 13, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE ANNEXING UNINCORPORATED LAND COMMONLY KNOWN AS THE PUEBLO RECREATION RESORT FILING NO. 1 ANNEXATION TO THE CITY OF PUEBLO DESCRIBED AS 79.80-ACRES OF LAND LOCATED NORTH OF STATE HIGHWAY 78, SOUTHWEST OF VENTANA SUBDIVISION, FILING NO. 1, AND EAST OF THE SOUTHSIDE LANDFILL

SUMMARY:

The petitioner Pueblo Recreation Investors, LLC, a Colorado Limited Liability Company, is requesting to annex the property containing 79.80-acres into the City of Pueblo commonly known as the Pueblo Recreation Resort Filing No. 1 Annexation to the City of Pueblo.

PREVIOUS COUNCIL ACTION:

On October 28, 2024 City Council approved a Resolution No. 15803 preliminarily determining that the petition for annexation of the area commonly known as the Pueblo Recreation Resort Filing No. 1 Annexation is valid under the provisions of Colorado Revised Statutes Section 31-12-107(1).

BACKGROUND:

The Pueblo Recreation Resort Filing No. 1 Annexation is located north of State Highway 78, southwest of Ventana Subdivision, Filing No. 1, and east of the Southside Landfill. The Petitioners are requesting to annex 79.80-acres into the City for a potential mixture of land uses that complies with the future land use designations within the Pueblo Regional Comprehensive Plan, adopted in 2022, as amended. The property is currently identified within the Suburban Residential future land categories in the 2022 Pueblo Regional Comprehensive Plan Future Land Map. The applicant is proposing to initially zone the property as A-1, Agricultural One, as an interim zoning classification until the time of development. The A-1, interim zoning following annexation, is allowed by section 17-1-3, (e), of the Pueblo Municipal Code. According to the code, the

annexation agreement may allow an A-1, Zone District for a specified period of time. No building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure within the 79.80-acres until after the Property is zoned in the land use classification most nearly corresponding to the land use classification into which such land has been classified under the City's comprehensive plan, and the property is subdivided in accordance with Title XII, Chapter 4 of the Pueblo Municipal Code of Ordinances or as same may hereby be amended.

The proposed annexation site is currently zoned Pueblo County A-4, Agricultural Zone District. The property located north, south, and east of the proposed annexation area is currently undeveloped, and the property to the west is developed with the Southside Landfill.

FINANCIAL IMPLICATIONS:

The Petitioner acknowledges and agrees that upon the annexation, the property shall become subject to the Charter, Ordinances, Resolutions, rules, and regulations of the City, but that the City shall have no obligation to furnish or extend municipal services, including but not limited to sanitary sewer services, to the area proposed to be annexed.

BOARD/COMMISSION RECOMMENDATION:

The City Planning and Zoning Commission reviewed the annexation at the December 11, 2024, Regular Meeting. A motion to approve the proposed annexation was made by Commissioner Bailey and seconded by Commissioner Spinuzzi to recommend approval of the proposed annexation petition. Motion passed 5-0, Commissioners Pasternak and Maestri absent.

STAKEHOLDER PROCESS:

Annexation Impact Reports have been filed with taxing entities as required by Colorado Revised Statutes.

ALTERNATIVES:

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

City Council could vote to not approve the annexation Ordinance. The applicant could resubmit an annexation petition in the future subject to the applicable provisions of the Municipal Annexation Act of 1965 and C.R.S. §31-12-104, 105 and 107(1).

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. A-24-02 Annexing the Land Attachments

ORDINANCE NO.

AN ORDINANCE ANNEXING UNINCORPORATED LAND COMMONLY KNOWN AS THE PUEBLO RECREATION RESORT FILING NO. 1 ANNEXATION TO THE CITY OF PUEBLO DESCRIBED AS 79.80-ACRES OF LAND LOCATED NORTH OF STATE HIGHWAY 78, SOUTHWEST OF VENTANA SUBDIVISION, FILING NO. 1, AND EAST OF THE SOUTHSIDE LANDFILL

WHEREAS, the City Planning and Zoning Commission has recommended that the area described in Section 1 hereof be annexed to the City of Pueblo; and,

WHEREAS, the City Council has heretofore found and determined by Resolution that the Petition for Annexation and the area described in Section 1 hereof to be in compliance with the notice and other applicable provisions of the Municipal Annexation Act of 1965 and C.R.S. §31-12-104, 105 and 107(1); and,

WHEREAS, the City Council has by Resolution found and determined that an election is not required under C.R.S. §31-12-107 (2) and no additional terms and conditions are to be imposed upon the area described in Section 1 other than those set forth in the Petition for Annexation and the Annexation Agreement; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The following described area situated in Pueblo County, Colorado, is hereby annexed to Pueblo, a Colorado Municipal Corporation, subject to the terms and conditions set forth in the Petition for Annexation and the Annexation Agreement, and the official map of the City shall be amended to show such annexation:

ANNEXATION

1. AREAS TO BE ANNEXED:

NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M., LESS COLORADO STATE HIGHWAY No. 78 RIGHT-OF-WAY.
CONTAINING 79.80 ACRES, MORE OR LESS

2. PROPOSED NEW CITY LIMITS LINE:

DESCRIPTION NO. 1:
BEGINNING FROM THE WEST ONE-QUARTER CORNER OF SECTION 17; THENCE N. 89°29'49" E., A DISTANCE OF 2,641.73 FEET TO THE CENTER CORNER OF SECTION 17; THENCE S. 01°06'18" E., A DISTANCE OF 1,071.69 FEET TO THE NORTH RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78.

AND

DESCRIPTION NO. 2:

BEGINNING FROM THE WEST ONE-SIXTEENTH CORNER OF THE SOUTHWEST ONE-QUARTER OF SECTION 17; THENCE N. 89°08'39" E., A DISTANCE OF 2,293.46 FEET TO THE NORTH RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78.

AND

DESCRIPTION NO. 3:

COMMENCING FROM THE SOUTH ONE-QUARTER CORNER OF SECTION 17; THENCE N. 05°05'06" W., A DISTANCE OF 1,327.20 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78 AND THE POINT OF BEGINNING; THENCE N. 89°08'39" E., A DISTANCE OF 92.12 FEET TO THE SOUTHEAST CORNER OF THE NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 17; THENCE N. 01°06'18" W., A DISTANCE OF 75.08 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78.

3. CERTIFICATION OF PERIMETER:

AT LEAST ONE-SIXTH OF THE BOUNDARY OF THE LAND DESCRIBED IN THE ANNEXATION ABOVE IS NOW EXISTING CITY LIMITS LINE. THE COMPLETE ANNEXATION IS WITHIN 3 MILES OF THE PRESENT CITY LIMITS.

SECTION 2.

The owners of one hundred percent (100%) of the property to be annexed have petitioned for such annexation.

SECTION 3.

The Annexation Agreement in the form and content presented to the City Council at this meeting is hereby authorized and approved. The President of the City Council is hereby directed and authorized to execute and deliver the Annexation Agreement in the name of the City and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 4.

Within thirty (30) days after the effective date of the Ordinance, the City Clerk shall:

- (a) File one copy of the annexation map with the original of this Ordinance in the office of the City Clerk; and,
- (b) File for recording three certified copies of this Ordinance and annexation map with the Pueblo County Clerk and Recorder; and,
- (c) File one certified copy of the annexation map and this Ordinance with the Southeastern Colorado Water Conservancy District.

SECTION 5.

The officers of the City are hereby authorized to take all other actions necessary or appropriate, on behalf of the City, to implement the provisions of this Ordinance and the Annexation Agreement.

SECTION 6.

If any provisions of this Ordinance or Annexation Agreement shall be held or deemed to be illegal, inoperative or unenforceable, the same shall not affect any other provisions or provisions of this Ordinance or Annexation Agreement or render the same invalid, inoperative or unenforceable, except as otherwise expressly provided in the Annexation Agreement.

SECTION 7.

The City Council hereby consents to the inclusion of the annexed area in the Southeastern Colorado Water Conservancy District pursuant to C.R.S. §37-45-136 (3.6).

SECTION 8.

This Ordinance shall become effective immediately upon final passage and the annexation shall be effective for ad valorem tax purposes on and after January 1, 2026.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

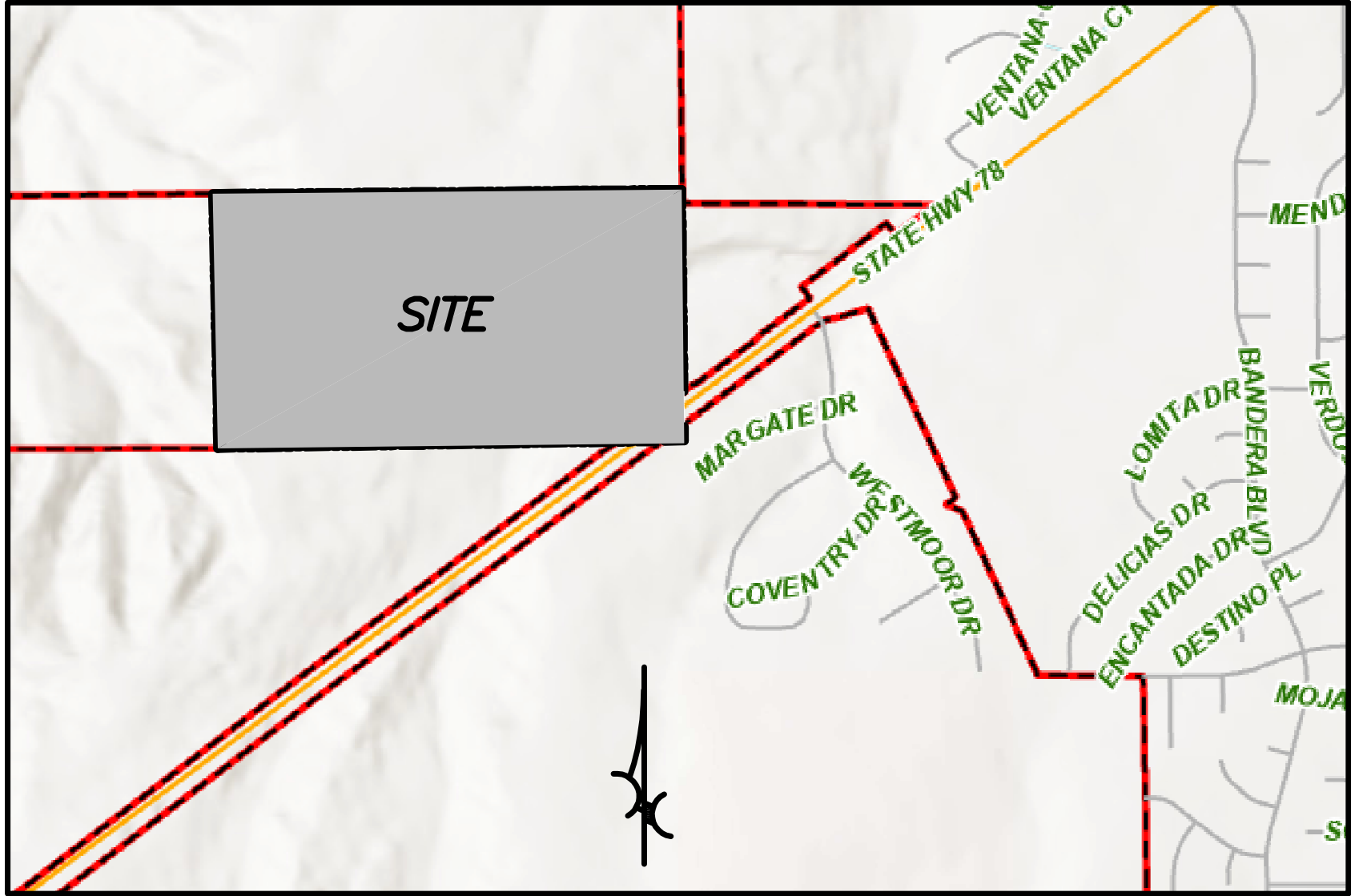
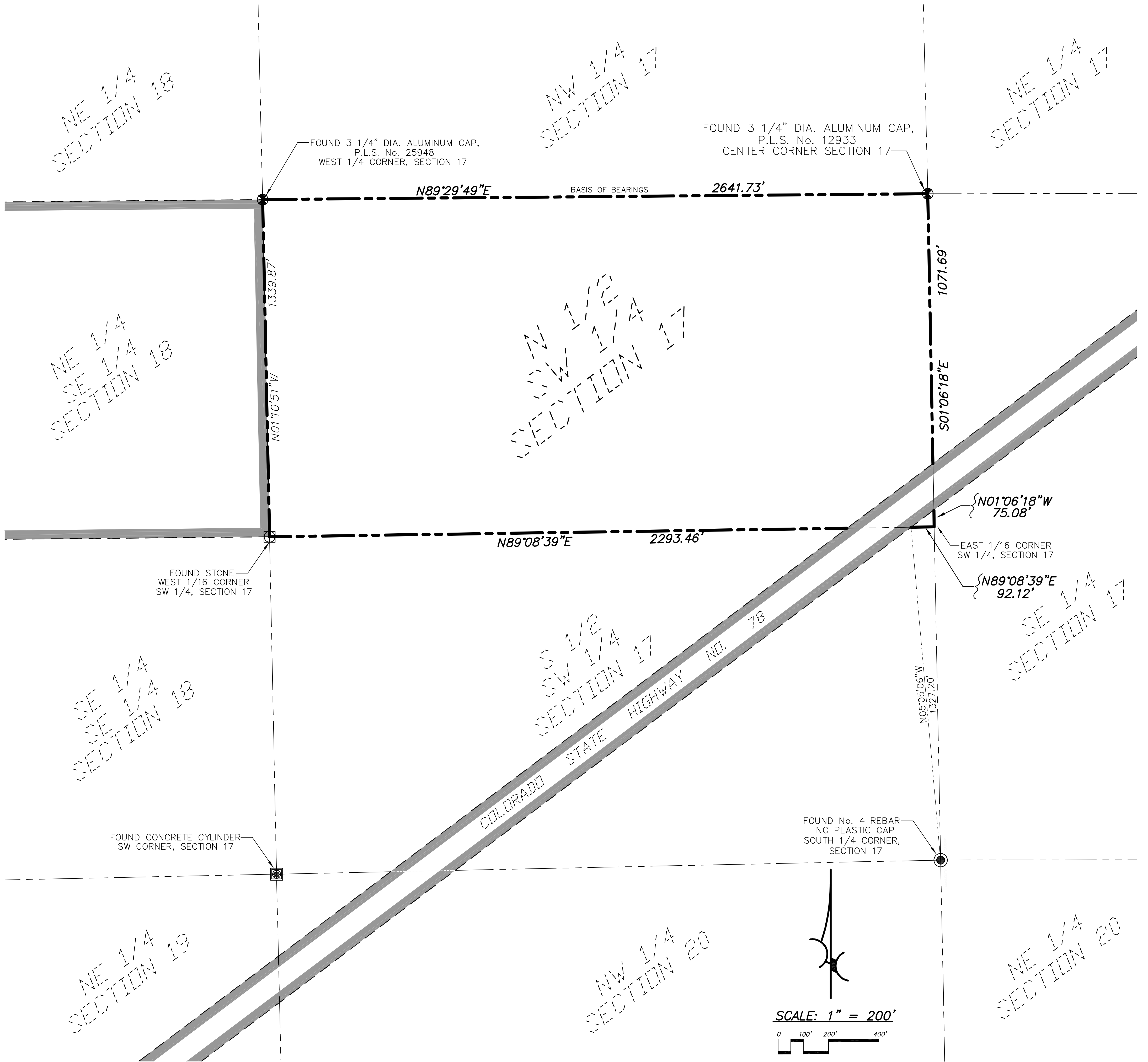
President of City Council

ATTEST

City Clerk

PUEBLO RECREATION RESORT ANNEXATION NO. 1

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M.
COUNTY OF PUEBLO, STATE OF COLORADO



VICINITY MAP

BASIS OF BEARINGS:

THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. MONUMENTED ON THE WEST END WITH FOUND 3 1/4\"/>

LEGEND



EXISTING CITY LIMITS LINE

PROPOSED CITY LIMITS LINE

1. AREA TO BE ANNEXED:

NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M., LESS COLORADO STATE HIGHWAY No. 78 RIGHT-OF-WAY.

CONTAINING 79.80 ACRES, MORE OR LESS

2. PROPOSED NEW CITY LIMITS LINE:

DESCRIPTION NO. 1
BEGINNING FROM THE WEST ONE-QUARTER CORNER OF SECTION 17; THENCE N. 89°29'49\"/>

AND

DESCRIPTION NO. 2
BEGINNING FROM THE WEST ONE-SIXTEENTH CORNER OF THE SOUTHWEST ONE-QUARTER OF SECTION 17; THENCE N. 89°08'39\"/>

AND

DESCRIPTION NO. 3
COMMENCING FROM THE SOUTH ONE-QUARTER CORNER OF SECTION 17; THENCE N. 05°05'06\"/>

3. CERTIFICATION OF PERIMETER:

AT LEAST ONE-SIXTH OF THE BOUNDARY OF THE LAND DESCRIBED IN THE ANNEXATION ABOVE IS NOW EXISTING CITY LIMITS LINE. THE COMPLETE ANNEXATION IS WITHIN 3 MILES OF THE PRESENT CITY LIMITS.

NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5th Street
Pueblo, Colorado 81003

By:
Michael Leland Cuppy
Colorado Registered Professional
Land Surveyor No. 38485
For and on behalf of NorthStar Engineering
And Surveying, Inc.

NORTHSTAR ENGINEERING AND SURVEYING, INC.			
111 E. 5TH ST. PUEBLO, CO 81003		(719)544-6823 (719)544-6825 FAX	
ANNEXATION PLAT			
TITLE:	FILE: 2203200_PUEBLO REC.DWG		
SCALE: 1\"/>	DRAWN BY: DJA	JOB NO. 2203200	
DATE: 12-05-2024	CHECKED BY: MLC	SHEET 1 OF 1	

ANNEXATION AGREEMENT

CASE NOS. A-24-02 & A-24-03 PUEBLO RECREATION RESORT ANNEXATIONS

This Annexation Agreement is made effective as of _____, 2025, by and between the City of Pueblo, a Municipal Corporation, (the “City”), for the use and benefit of Pueblo Recreation Investors, LLC, a Colorado limited liability company, (“Petitioner”),

WITNESSETH

WHEREAS, the Petitioner is the owner of the real property located in Pueblo County, Colorado, and described in Exhibit “A” attached hereto and incorporated herein (the “Property”);

WHEREAS, the Petitioner has submitted petitions for the annexation of the Property to the City; and

WHEREAS, as a condition precedent to the annexations of the Property, Petitioner has agreed to enter into an annexation agreement with the City setting forth certain terms and conditions with respect to such annexations.

NOW THEREFORE, in consideration of the above, and the following covenants and conditions, the City and Petitioner agree as follows:

I. REPRESENTATIONS AND WARRANTIES OF PETITIONER

Petitioner hereby represents and warrants to, and covenants with, the City as follows:

- (1) The Colorado Department of Transportation is a state agency of the State of Colorado.
- (2) Petitioner has good and marketable fee simple title to the Property subject only to Permitted Encumbrances attached hereto as Exhibit “B” and incorporated herein by reference.
- (3) Petitioner is authorized to and has taken all action required by it (a) to annex the Property to the City and (b) to execute, deliver and perform its obligations under this Annexation Agreement, and (c) to carry out and consummate all of its transactions contemplated by this Annexation Agreement.
- (4) This Annexation Agreement when executed and delivered constitutes a valid and legally binding obligation of the Petitioner enforceable against Petitioner according to its terms. The document entitled “Special Improvements and Dedications” marked and attached as Exhibit “C”, is incorporated herein by this reference. In the event of a conflict between the terms and conditions of Exhibit C and this Agreement, the terms and conditions contained in Exhibit C shall control.
- (5) Neither the execution and delivery of this Annexation Agreement nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions or any restriction or any agreement or instrument to which the Petitioner is bound or constitutes a default under any of the foregoing.

(6) There is no litigation pending, or to the knowledge of Petitioner threatened, against the Petitioner or any person affecting the right of the Petitioner to execute and comply with this Annexation Agreement.

(7) The representations and warranties of Petitioner contained herein will be true and correct in all material respects as of the date of recording the annexation plat and Ordinance of the City Council approving the annexation of the Property.

II. OVERALL DEVELOPMENT PLAN

(1) When a tract of land proposed for subdivision constitutes a part of a larger tract of land owned or controlled by the subdivider, whose intention is to subdivide the remaining part or parts of the larger tract at some future date, an Overall Development Plan shall be prepared and submitted by the subdivider and approved by the Planning Commission prior to preparation and submission of the subdivision plat of the tract proposed for initial subdivision.

(2) An Overall Development Plan shall be prepared in accordance with the requirements of regulations contained in Section 12-4-5(a) of the Pueblo Municipal Code, as may be hereafter amended, and the Overall Development Plan shall be adopted by the Planning and Zoning Commission. The Overall Development Plan shall be prepared in consultation with the City's Subdivision Review Committee and submitted in its entirety to the Planning and Zoning Commission. The Overall Development Plan shall comply with the policies of the Pueblo Regional Comprehensive Development Plan existing as of the date the Overall Development Plan is approved. The Overall Development Plan as submitted and approved by the Planning and Zoning Commission shall have the flexibility to adapt to changing conditions over the estimated time period for the development of the land within the Overall Development Plan and shall consist of the following prepared in accordance and in compliance with standards, criteria and policies adopted by the City Council by resolution: development plan, land use including open space and park plans; drainage plan; sanitary sewer plan; transportation plan; and appropriate environmental studies.

(3) Petitioner may submit the Overall Development Plan to the Planning and Zoning Commission for approval any time after the City Council has found the petition for annexation of the Property to be valid in accordance with the provisions of §31-12-107, C.R.S. The City may refuse to approve any building or occupancy permit for any portion or all of the Property until after a Overall Development Plan is approved.

III. ZONING AND SUBDIVISION

(1) The Property is currently identified within three separate future land categories in the 2022 Pueblo Regional Comprehensive Plan Future Land Map. These Future Land Use Categories as shown on the attached Future Land Use Map, Exhibit C-1 include Suburban Residential, Rural Ranch, and Special Development Area. Prior to the approval of a zoning map amendment application, the Petitioner shall file an application for a comprehensive plan future land use map amendment changing the future land use area south of SH 78 to a Commercial Mixed Use

designation.

(2) A zoning map amendment application may be filed at any time after the petition for annexation has been found to be valid in accordance with the provisions of Section 31-12-107, C.R.S. The Planning and Zoning Commission may hear the application for zoning and make its recommendations thereon prior to annexing the Property, but the proposed zoning ordinance shall not be passed on final presentation prior to the date the ordinance approving the annexation of the Property, and the final approval of an ordinance amending to the Pueblo Regional Comprehensive Plan's Future Land Use Map.

(3) No rights shall exist in Petitioner nor with respect to the Property arising from any preexisting subdivision or use at the time of annexation. No subdivision of the Property shall be approved prior to the time the ordinance annexing and zoning the Property is approved on final presentation. No application for subdivision of all or any part of the Property shall be submitted to or considered by the City until after the Overall Development Plan has been approved by the Planning and Zoning Commission; provided, however, that if the Property is intended to be included in a single subdivision, the application for such subdivision may be submitted at the time the Overall Development Plan is submitted to the Planning and Zoning Commission.

(4) No later than ninety (90) days after the effective date of the Ordinance annexing the property, Petitioner shall cause of the portion of the Property north of State Highway 78 containing approximately 125 acres, as shown on the attached Land Use Plan, Exhibit C-2, to be zoned Agricultural One (A-1) serving as an interim A-1 zone district for a period up to but not to exceed 180 months from the date of this Annexation Agreement. No building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure within any portion of the Property classified as Agricultural One (A-1) zone district until after that portion of the Property is zoned in the land use classification most nearly corresponding to the land use classification into which such land has been classified under the City's comprehensive plan. No building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure within the approximately 125 acres described above until the property is subdivided in accordance with Title XII, Chapter 4 of the Pueblo Municipal Code of Ordinances or as same may hereby be amended.

(5) No later than ninety (90) days after the effective date of the ordinance annexing the Property, Petitioner shall cause the portion of the Property south of State Highway 78 containing approximately 175 acres, as shown on the attached Land Use Plan, Exhibit C-2, to be zoned into a R-6 Multiple-Residential and Commercial District which constitutes the zone district most nearly corresponding to the land use classification into which the Property has been classified or may in the reasonable future be classified under the City's comprehensive plan. If the Property is not so zoned, no building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure within any part of the Property.

(6) The zoning provisions of this Article III relate to the initial zoning of the Property after annexation. Such zoning is not guaranteed, and the City Council of Pueblo retains its full discretion with respect to such zoning. Nothing contained in this Article III shall be construed to limit the power of the City Council of Pueblo to rezone the Property or any part thereof after approval of the initial zoning of the Property after annexation.

IV. PUBLIC FACILITIES

The Petitioner shall dedicate land and right-of-way for public uses and facilities necessary and required to serve the Property in accordance with the approved Overall Development Plan or required as a result of the development of the Property as determined by the City, in its sole discretion, including, but not limited to, sanitary and storm sewers, drainage ways and facilities, utilities, streets, roadways, trail systems, parks and open space. The Petitioner at its expense shall timely construct and install all on-site improvements and off-site improvements necessary and required to serve the Property or required as a result of the development of the Property as determined by the City, in its sole discretion, including, but not limited to, trails, parks, streets, street lights, curbs and gutters, sidewalks, bridges, traffic control devices, sanitary sewers, storm sewers, drainage and channel improvements and facilities, but excluding public buildings such as fire stations. All such improvements shall meet and comply with applicable City Ordinances in effect at the time of installation of such improvements.

V. UTILITIES

The Petitioner shall comply with all applicable City of Pueblo (sanitary and storm sewers), Xcel Energy (natural gas), the applicable electric utility franchised and holding a Certificate of Public Convenience and Necessity for electric service within the annexed area, Comcast of Colorado IV, LLC (cablevision), Pueblo Water (water), and authorized ILEC and CLEC (telephone/data transmission) for the installation of mains, lines, stations, and any other appurtenant utility facilities in effect at the time of such installation. All existing and new power lines less than 30,000 volts and all other overhead utilities within the Property shall be installed underground.

VI. COMPLIANCE WITH ORDINANCES

Except as otherwise specifically provided in this Annexation Agreement to the contrary, the development, subdivision and zoning of the Property shall meet and comply with all applicable ordinances, resolutions, regulations, and standards of the City now existing or hereinafter enacted or amended.

VII. BINDING EFFECT

The covenants, restrictions, and agreements herein set forth are covenants running with the Property, shall run with and bind the Property, and shall extend to and be binding upon the Petitioner and its legal representatives, successors, assigns and transferees. The Petitioner expressly accepts and agrees to the covenants, restrictions, and agreements set forth herein by execution of this Annexation Agreement and by the filing of its petition for annexation. If Petitioner defaults in any of its obligations under this Annexation Agreement, including, without limitation, land dedication obligations, City, upon notice given to Petitioner specifying the default, may withhold all subdivision, special area plan, and other development approvals as well as building and occupancy permits for any building or structure within the Property until such default has been corrected to the reasonable satisfaction of the City.

VIII. AMENDMENTS

Amendments to this Annexation Agreement may only be made through formal petition to and approval by Ordinance of the City Council after such amendment has been submitted to and reviewed by the appropriate City Departments and such Departments have submitted their findings and recommendations to the City Council. All amendments to the Overall Development Plan must be approved by the Planning and Zoning Commission after review and recommendation by the appropriate City Departments.

IX. SEVERABILITY

If any section, clause, or other provision of this Annexation Agreement is for any reason determined to be invalid or unenforceable by any court of competent jurisdiction, such determination shall not affect any of the remaining provisions of this Annexation Agreement.

X. VESTED RIGHTS

As a condition of and in consideration of the City annexing the Property, the Petitioner, for itself and its successors and assigns, waives and releases all previously acquired or existing vested property rights attached to or established with respect to the Property.

The Petitioner acknowledges and agrees that neither this Annexation Agreement nor any provision hereof, nor the annexation of the Property to the City, nor the approval of the Overall Development Plan, zoning or subdivision, either separately or jointly (a) creates or establishes a vested property right in or for the benefit of the Petitioner or its successors or assigns, or with respect to the Property; or (b) constitutes a site-specific development plan. The terms “vested property right” and “site-specific development plan” shall have the same meaning as set forth in Section 17-12-2 of the Pueblo Municipal Code and §24-68-101, et seq., C.R.S.

XI. BUILDING PERMITS

No building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department to occupy, construct or install any building, structure or other improvement on the Property except within a subdivision approved by the City after adoption of the ordinance annexing the Property which meets and complies with this Annexation Agreement and City’s ordinances, standards, and regulations.

XII. DISCONNECTION

(1) Disconnection by Petitioner. Petitioner acknowledges and agrees that upon annexation of the Property, the Property shall become subject to this Annexation Agreement, the Charter, ordinances and rules and regulations of the City, but that City shall not have any obligation to furnish or extend municipal services to the Property. Petitioner may, three (3) or more years after annexation, petition under §31-12-119, C.R.S. for disconnection from the City if the City does not, upon reasonable demand, provide the same municipal services to the Property on the same general terms and conditions as the rest of the City receives.

(2) Disconnection by City. If Petitioner defaults in any provision or condition of this Annexation Agreement and such default is not cured within ninety (90) days after written notice specifying the default is given by City to Petitioner, or, if the default is one which cannot be cured within said 90-day period, and Petitioner fails to undertake the cure of such default within said 90-day period and diligently prosecutes same to completion, proceedings may be instituted by the City to disconnect the Property from the City, and for such purpose, the Petitioner irrevocably consents to such disconnection proceedings and waives any and all rights to contest such disconnection.

XIII. CONTRACTUAL NATURE OF ANNEXATION AGREEMENT

The terms, conditions and obligations of this Annexation Agreement are and shall be construed to be purely contractual in nature, as terms, conditions and obligations voluntarily agreed to by City and Petitioner prior to annexation of the Property to the City. The terms, conditions and obligations imposed on Petitioner and the Property by this Annexation Agreement are not nor shall they individually or cumulatively be construed to be conditions upon granting land-use approvals within the meaning of §§29-20-201 to 29-20-204, C.R.S.

XIV. SPECIAL IMPROVEMENTS AND DEDICATIONS AND SYSTEM DEVELOPMENT FEES

In addition to the on-site and off-site improvements and land dedications required to be made by the provisions of this Annexation Agreement, Petitioner will construct and install the improvements, dedicate the land, and pay or cause to be paid any system development fees described in Exhibit C attached hereto and incorporated herein. The improvements, dedications, and system developments described in said Exhibit C are in addition to and not in substitution for any improvements or dedications otherwise required by this Annexation Agreement.

XV. MISCELLANEOUS

(1) Notice. All notices or other communications hereunder shall be sufficiently given and shall be deemed given when personally delivered, or mailed by registered or certified mail, postage prepaid, addressed as follows:

- | | | |
|-----|-----------------------|---|
| (a) | if to the City: | Mayor, City of Pueblo
1 City Hall Place, 2 nd Floor
Pueblo, CO 81003 |
| (b) | copy to: | City Attorney
1 City Hall Place, 3 rd Floor
Pueblo, CO 81003 |
| (c) | if to the Petitioner: | Heath A. Herber, Manager
Pueblo Recreation Investors, LLC
2727 Glen Arbor Drive
Colorado Springs, CO 80920 |

(d) copies to: Craig Dossey, President
Vertex Consulting Services
P.O. Box 1385
Colorado Springs, CO 80901

or to such other address as either party by written notice given hereunder may designate.

(2) Governing Law and Venue. This Annexation Agreement shall be governed and construed in accordance with the laws of the State of Colorado, without regard to conflict of law principles. Venue for any action arising out of this Annexation Agreement shall be Pueblo County, Colorado.

(3) No Third Party Beneficiaries. Nothing in this Annexation Agreement expressed or implied is intended to or shall be construed to confer upon, or to give to, any person other than the City and the Petitioner any right, remedy or claim under or by reason of this Annexation Agreement or any covenant, condition or stipulation hereof; and all the covenants, agreements and stipulations in this Annexation Agreement contained by and on behalf of the City or the Petitioner shall be for the exclusive benefit of the City and the Petitioner.

(4) Singular, Plural. Unless the context requires otherwise, words denoting the singular may be construed as denoting the plural. Words of the plural may be construed as denoting the singular. Words of one gender may be construed as denoting the other gender, if applicable.

(5) Entire Agreement. All prior discussions, representations, understandings and agreements, whether oral or written, between the parties with respect to the subject matter of this Annexation Agreement are merged in this Annexation Agreement, which constitutes the entire agreement between the parties.

(6) Liability of City. This Agreement is not as and shall not be interpreted as a waiver of the rights and protections given to the City by the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq. In addition, in no event shall City, its officers, agents or employees be liable to Petitioner for damages, including without limitation, compensatory, punitive, indirect, special or consequential damages, resulting from or arising out of or related to this Agreement or the performance or breach thereof by City or the failure or delay of City in the performance of any covenant or provision under this Agreement on its part to be performed. In consideration of City entering into this Agreement, Petitioner hereby waives and discharges City, its officers, agents and employees from all claims for any and all such damages. No breach, default, delay or failure of City under this Agreement shall be or be construed to be a waiver, discharge or release of Petitioner's obligations under this Agreement. In the event of a breach of this Agreement by the City, Petitioner's sole and exclusive remedy shall be to bring an equitable action for specific performance in the District Court of Pueblo County, Colorado. Such violations may be restrained, or such obligations enforced by injunction at the instance and request of Petitioner without the showing of any special damages or an inadequate remedy at law.

Executed at Pueblo, Colorado as of the day and year first above written.

CITY OF PUEBLO, a Municipal Corporation

[S E A L]

Attest: _____
City Clerk

By: _____
Heather Graham, Mayor

APPROVED AS TO FORM:

City Attorney

PETITIONER:

PUEBLO RECREATION INVESTORS, LLC,
A COLORADO LIMITED LIABILITY
COMPANY:

By: _____
Heath A. Herber
Manager

STATE OF COLORADO)
COUNTY OF PUEBLO) ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Heather Graham as Mayor of the City of Pueblo and Marisa Stoller as City Clerk of Pueblo, a Municipal Corporation.

Witness my hand and official seal.

My commission expires: _____

[S E A L]

Notary Public

STATE OF COLORADO)
COUNTY OF EL PASO) ss.

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by Heath A. Herber, _Pueblo Recreation Investors, LLC, a Colorado limited liability
company.

Witness my hand and official seal.

My commission expires: _____

[S E A L]

Notary Public

Exhibit A

PUEBLO RECREATION RESORT ANNEXATION NO. 1

1. AREAS TO BE ANNEXED:

NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M., LESS COLORADO STATE HIGHWAY No. 78 RIGHT-OF-WAY.
CONTAINING 79.80 ACRES, MORE OR LESS

2. PROPOSED NEW CITY LIMITS LINE:

DESCRIPTION NO. 1:

BEGINNING FROM THE WEST ONE-QUARTER CORNER OF SECTION 17; THENCE N. 89°29'49" E., A DISTANCE OF 2,641.73 FEET TO THE CENTER CORNER OF SECTION 17; THENCE S. 01°06'18" E., A DISTANCE OF 1,071.69 FEET TO THE NORTH RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78.

AND

DESCRIPTION NO. 2:

BEGINNING FROM THE WEST ONE-SIXTEENTH CORNER OF THE SOUTHWEST ONE-QUARTER OF SECTION 17; THENCE N. 89°08'39" E., A DISTANCE OF 2,293.46 FEET TO THE NORTH RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78.

AND

DESCRIPTION NO. 3:

COMMENCING FROM THE SOUTH ONE-QUARTER CORNER OF SECTION 17; THENCE N. 05°05'06" W., A DISTANCE OF 1,327.20 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78 AND THE POINT OF BEGINNING; THENCE N. 89°08'39" E., A DISTANCE OF 92.12 FEET TO THE SOUTHEAST CORNER OF THE NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 17; THENCE N. 01°06'18" W., A DISTANCE OF 75.08 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78.

3. CERTIFICATION OF PERIMETER:

AT LEAST ONE-SIXTH OF THE BOUNDARY OF THE LAND DESCRIBED IN THE ANNEXATION ABOVE IS NOW EXISTING CITY LIMITS LINE. THE COMPLETE ANNEXATION IS WITHIN 3 MILES OF THE PRESENT CITY LIMITS.
AREA TO BE ANNEXED:

AND

PUEBLO RECREATION RESORT ANNEXATION NO. 2

1. AREAS TO BEANNEXED:

SOUTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M., LESS COLORADO STATE HIGHWAY No. 78 RIGHT-OF-WAY.
CONTAINING 72.88 ACRES, MORE OR LESS

AND

NORTHWEST ONE-QUARTER OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M., LESS COLORADO STATE HIGHWAY NO. 78 RIGHT-OF-WAY AND LESS THAT PORTION OF THE NORTHWEST ONE-QUARTER OF SECTION 20 OWNED BY WESTERN POWER AND GAS COMPANY.
CONTAINING 146.88 ACRES, MORE OR LESS

2. PROPOSED NEW CITY LIMITS LINE:

DESCRIPTION NO. 1:
BEGINNING FROM THE WEST ONE-SIXTEENTH CORNER OF THE SOUTHWEST ONE-QUARTER OF SECTION 17; THENCE S. 01°10'57" E., A DISTANCE OF 1,340.14 FEET TO THE SOUTHWEST CORNER OF SECTION 17/NORTHWEST CORNER OF SECTION 20; THENCE S. 01°20'09" E., A DISTANCE OF 325.60 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78.

AND

DESCRIPTION NO. 2:
BEGINNING FROM THE EAST ONE-SIXTEENTH CORNER OF THE SOUTHWEST ONE-QUARTER OF SECTION 17; THENCE S. 01°06'18" E., A DISTANCE OF 1,323.60 FEET TO THE SOUTH ONE-QUARTER CORNER OF SECTION 17; THENCE S. 01°10'33" E., A DISTANCE OF 2,529.83 FEET; THENCE S. 89°55'17" W., A DISTANCE OF 2,474.00 FEET; THENCE N. 09°05'15" W., A DISTANCE OF 1,167.84 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 20; THENCE N. 01°20'09" W., A DISTANCE OF 813.97 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78.

3. CERTIFICATION OF PERIMETER:

AT LEAST ONE-SIXTH OF THE BOUNDARY OF THE LAND DESCRIBED IN THE ANNEXATION ABOVE IS NOW EXISTING CITY LIMITS LINE. THE COMPLETE ANNEXATION IS WITHIN 3 MILES OF THE PRESENT CITY LIMITS.

EXHIBIT B

“Petitioner owns Property in fee simple subject to encumbrances on title, as detailed in Schedule B, Parts I and II, of the Land Title Guarantee Company title commitment with an effective date of September 26, 2022, which was provided to the City by the Petitioner’s representative via email transmittal on August 1, 2024. All encumbrances on title are acceptable by the City for the purpose of annexation of the Property.”

EXHIBIT C

SPECIAL IMPROVEMENTS AND DEDICATIONS

PUEBLO RECREATION RESORT ANNEXATIONS (A-24-02 & A-24-03)

ANNEXATION AGREEMENT

1. Off-Site Roadways

In compliance with the latest version of the Pueblo Area Council of Governments Long Range Transportation Plan (Roadway Corridor Preservation Plan), the City of Pueblo will identify for the Petitioner the alignment of off-site freeways, expressways, arterials, and collectors, which provide connectivity to the Property. Petitioner will cause all local roadways within the Property to connect with all adjoining publicly dedicated local roadways.

2. Accesses to Property

The existing roadway access to the Property, shown on the attached Exhibit C-3, is from State Highway 78 and a future extension of Lake Avenue, both of which are described in paragraphs a and b below, along with provisions for secondary access to and from the Property described in paragraph c below.

a. State Highway 78. State Highway 78 (“SH78”), which is within Pueblo’s corporate city limits, extends in a southwesterly direction and diagonally intersects the Property, as described and shown on Exhibit C-3. The State of Colorado Department of Transportation (CDOT) controls access to State Highway 78 adjacent to the development. The Petitioner shall coordinate with the CDOT regarding all access permitting and construction to State Highway 78.

Petitioner shall, at its sole cost and expense, not later than one-hundred eighty (180) days after the issuance of the first building permit for construction within the first subdivision that includes any portion of the Property (a) obtain a permit from the Colorado Department of

Transportation (CDOT) that provides access to the Property from State Highway 78, and will bear all cost of obtaining the access permit, design, and construction of all improvements required by the permit, (b) dedicate to the public or deed to the City right-of-way based on the classification of the roadway within the Pueblo Roadway Development Plan in an alignment approved by the Director of Public Works between SH 78 and the Property, and (c) construct and install all improvements required by CDOT and the access permit. Unless otherwise authorized in the sole and absolute discretion of City, Petitioner shall be responsible and liable for any future modification of such permit based upon changes in land use and access use within the Property as may be required and granted by CDOT. All such costs and expenses incurred by Petitioner may be eligible for Cost Recovery from adjoining property owners as provided in Section 12-4-12 of the Pueblo Municipal Code.

b. Lake Avenue. Lake Avenue is a future planned roadway that will extend both to the north and south of SH 78 and extend through the Property to the southern boundary in an alignment approved by the Director of Public Works as generally described and shown on Exhibit C-3. The section of Lake Avenue south of SH 78 shall be designed as a Principal (Major Arterial) roadway with a one-hundred twenty (120) foot right-of-way. The one hundred twenty (120) foot right-of-way may be required to be expanded to no greater than a maximum of one hundred sixty-five (165) feet in specific roadway segments if the traffic study results warrant additional width to accommodate turn lanes or other improvements at full movement intersections. The classification of Lake Avenue north of SH 78 shall be determined at the time of approval of an Overall Development Plan as identified and described in Article II.

Provisions for the right-of-way dedication and phased roadway development plan for Lake Avenue shall also be included within any Subdivision Improvement Agreement pertaining to the future subdivisions within the Property. If not already constructed to the Interim Roadway Standard

approved by the Director of Public Works, Petitioner shall be required to construct the portion of Lake Avenue south of SH 78 to the Interim Roadway Standard as depicted in Exhibit C-4. Lake Avenue, upon the construction to the Interim Roadway Standard and acceptance by the City, shall be owned and maintained by the City except for any landscaped medians and landscaping at the outside edges of the right-of-way as depicted in Exhibit C-4. Landscaped medians and landscaping along the outside edges of the right-of-way shall be maintained by the Petitioner, a metropolitan district, or a development association. If Lake Avenue is already constructed to the Interim Roadway Standard, the Petitioner shall be required to construct the remaining build out of the roadway in compliance with the schedule of such traffic improvements included within the Transportation Plan approval by the Director of Public Works.

c. Secondary Access. The Petitioner shall provide secondary access to the Property in accordance with the 2015 International Fire Code as amended and as enacted in City Ordinance 8900. The alignment, design, construction and installation of the secondary access shall be approved by the Director of Public Works.

Petitioner may be eligible for Cost Recovery from adjoining property owners for secondary fire apparatus access constructed outside the Property as provided in Section 12-4-12 of the Pueblo Municipal Code. City may refuse to approve any subsequent subdivision or issue building permits until such secondary access is provided.

3. Roadway Design and Alignment

All Road Improvements will be constructed in conjunction with the development of each area shown on attached Exhibit C-3 and as otherwise provided in the Annexation Agreement. All such roadways shall be designed and aligned in accordance with the Roadway Classification Design Standards and Policies and the City's Standard Construction and Standard Details (Revised: April 11, 2022) or as same may be hereafter amended and in accordance with construction plans. All

designs and plans shall be approved by the Director of Public Works.

Petitioner acknowledges and agrees that, if Petitioner fails to construct the Roadway Improvements as herein agreed or defaults on any other provision of this Exhibit C or the Annexation Agreement, the City shall have all legal remedies available at law or in equity to enforce Petitioner's construction obligation and any other obligations including but not limited to a legal action against Petitioner for breach of contract and/or default on an indebtedness. In addition, and as set forth elsewhere in the Annexation Agreement, the City may withhold building permits, occupancy permits, subdivision approvals, zoning approvals and all other governmental grants of authority until such time as Petitioner shall have cured any default in performance under Exhibit C or the Annexation Agreement as a whole.

If not previously done, the Petitioner, at its sole cost, shall dedicate or convey by general warranty deed the necessary right-of-way in an alignment that is acceptable to the Director of Public Works. Such dedication or conveyance shall be completed within one hundred (180) days after the adjacent portion of the Property is subdivided.

4. Sanitary Sewer

Prior to, or at the time of subdivision, Petitioner is responsible for completing a flow analysis report, Jackson Ranch Sanitary Sewer Master Plan, for the proposed sanitary sewer system and City's existing sanitary sewer system. The flow analysis report shall identify the location(s) of the connection(s) for the proposed subdivision to the existing sanitary sewer system. Based upon the flow analysis of both the proposed and the City's existing sanitary sewer system; if any portion of City's existing sanitary sewer, that would carry wastewater flows from Property is at capacity, Petitioner shall construct and install, at Petitioner's sole expense, additional sewer lines, mains, pump stations, and/or upgrades to pump stations in order to provide sanitary sewer service to the Property. The size, location and capacity of such sewer lines, mains, and pump stations will be

determined by the Director of Wastewater, based upon the Sanitary Sewer Design Criteria and Policies for the City of Pueblo published February 22, 2010 or as same may be hereafter amended. Such additional sewer lines, mains, pump stations shall be installed as part of the public improvements required for subdivisions within the Property as determined by the Director of Wastewater.

In order to comply with the City of Pueblo's Discharger Specific Variance from the Colorado Water Quality Commission, as amended, the Petitioner shall be required to have all manholes epoxy coated to eliminate the infiltration of ground water into sanitary sewer lines, and any other additional regulations pertaining to Pueblo's Discharger Specific Variance for the sanitary sewer system within the Property.

Depending upon the point of connection to the sanitary sewer system and additional capacity resulting from the construction of the sewer mains, the Petitioner may incur and have to pay and/or be eligible for Cost Recovery per Section 16-5-5 of the Pueblo Municipal Code for all or a portion of the cost of the sewer main extension or improvements to the existing sanitary sewer system. In order to be eligible for cost recovery, Petitioner must comply with and meet the requirements and conditions of said section 16-5-5.

It shall be the Petitioner's responsibility, at its sole cost, to secure any permits that may be required by Pueblo County for the installation of the sanitary sewer lines outside of the city limits of Pueblo.

5. Stormwater

All stormwater flows from subdivisions within the Property must be detained as determined by the Director of Stormwater. All stormwater releases shall meet NPDES stormwater quality requirements. The Petitioner shall acquire and dedicate at its sole expense all easements for such purposes. The Petitioner also shall construct and install at its sole expense a stormwater drainage

system and detention facility in compliance with the City's Drainage Criteria Manual (April, 2023)) and the City's Standard Construction Specifications and Standard Details (April 11, 2022) or as same may be later amended and as shown on construction plans approved by the Director of Public Works.

To the maximum extent practicable as determined by the Director of Public Works, Petitioner must reduce the peak flows and run-off volumes from the Property through stormwater detention facilities to levels that existed before the Property was developed, or to levels that are capable of being handled by the downstream drainage facilities, whichever is less.

Prior to the approval of any subdivision of land within the Property, the subdivision drainage report and drainage facilities must be approved by the City's Director of Public Works.

6. Off-Site Roadway, Sanitary Sewer, and Stormwater Rights-of-Way Acquisition

If not already dedicated to the public or deeded to the City, it will be the Petitioner's responsibility, at its sole cost and expense, to acquire, dedicate and grant to the public or deed to the City, by warranty deed or other conveyance deemed acceptable by City, in widths and alignments according to the approved Sanitary Sewer, Transportation, and Drainage Master Plans, any off-site sanitary sewer rights-of-way to connect from a point on the City's existing sanitary sewer system, off-site roadway rights-of-way to comply with primary roadway and secondary access requirements in widths and alignments acceptable to the Director of Public Works and any required rights-of-way for stormwater flow and/or detention/retention facilities.

If Petitioner, after good faith efforts as determined in the sole and absolute discretion of City, is not able to acquire from the property owners off-site sanitary sewer, off-site roadway rights-of-way and/or stormwater rights-of-way in alignments acceptable to the City, the City will, to the extent legally authorized, exercise its power of eminent domain to acquire the off-site sanitary sewer and/or off-site roadway rights-of-way. Petitioner shall be responsible for and shall pay all compensation

for the land taken; damages, if any, to the residue of the owner's property, relocation assistance and costs, if any, and all other costs and expenses of condemnation, including, without limitation, appraisals, title insurance, engineering, expert witness, and attorney costs and fees ("Condemnation Costs"). Petitioner shall within ten (10) days, after request by the City, deposit with the City an estimate of Condemnation Costs as determined by the City Attorney before the City will commence condemnation proceedings. Petitioner shall pay the balance of the Condemnation Costs within ten (10) days after request therefor. If Petitioner fails to exercise good faith in acquiring the off-site sanitary sewer, or off-site roadway rights-of-way and/or off-site stormwater rights-of-way or fails to timely pay the estimate of Condemnation Costs or the balance of Condemnation Costs, City may refuse to approve the issuance of building permits to construct structures or buildings within the Property in addition to its authority not to exercise eminent domain.

7. Fire Protection Water Supply

The Petitioner, in accordance with the 2015 International Fire Code as amended and as enacted in City Ordinance 8900, shall provide and maintain an approved water supply capable of supplying the required fire flow for fire protection to premises upon which facilities, buildings or portions of buildings are currently constructed, or hereafter constructed or moved into or within the jurisdiction. A water supply shall consist of reservoirs, pressure tanks, elevated tanks, water mains or other fixed systems capable of providing the required fire flow. Reservoirs, pressure tanks, and elevated tanks shall only be considered as an acceptable water supply by the City's Fire Chief, for facilities or buildings that have been constructed on the premises prior to annexation. Fixed system water mains, including fire hydrants, that are public, private, or a combination of both, shall be required for facilities, buildings or portion of buildings that have been constructed on the premises after annexation. Fire flow requirements for buildings or portions of buildings and facilities shall be determined as outlined in Appendix B of the International Fire Code as amended and enacted.

8. Public Safety Fee

To fund the cost and expenses of providing funding for public safety for the police and fire departments related to the developing the Property, Petitioner and any subsequent owner of all or any part of the Property shall, as a condition of approval of the annexation, and as a condition of issuing a building permit for the construction within the Property, pay a Public Safety Fee calculated by the square foot of floor space for each new building to be constructed on the Property (“Fee”) based on the following fee schedule:

Residential Building Permits	55.3 cents per square foot of floor space
Commercial Building Permits	15.9 cents per square foot of floor space
Industrial Building Permits	1.5 cent per square foot of floor space

The Fee for existing buildings shall be paid to the City within ten days after the annexation ordinance is approved by City Council. The Fee for any new building construction shall be paid to the City when a building permit is issued for each new building. The Fee shall be deposited by the City in an interest bearing escrow account identified as the “Public Safety Account.” Funds deposited into the Public Safety Account shall be used solely to pay for the cost of operation, administration, maintenance, repair, improvement, renewal, replacement and construction of new public safety areas of the city and related costs.

An annual cumulative rate adjustment will be made based on the Consumer Price Index (CPI-U) for the Denver, Colorado MSA for the period of time between approval of the annexation and development. The adjustment shall be the percent change in the CPI for the calendar year ending December 31st of each year.

9. Telecommunications

As incorporated within a Phasing Plan approved as part of a Subdivision Improvement Agreement, Petitioner shall, at its sole expense, design and install a 4” underground fiber optic data

transmission conduit (“Fiber Conduit”) within the right-of-way of Lake Avenue from the northern to the southern boundary of the Property according to the phased development of Lake Avenue in a location, alignment and depth approved by the Director of Information Technology. The underground fiber optic data transmission conduit shall be owned and managed by the City. The Fiber Conduit can be installed in coordination with the sanitary sewer main installation within the right-of-way of Lake Avenue. The installation of the conduit shall contain tracer wire. The design and installation of the Fiber Conduit shall also include underground vaults (“handholds”) at both ends of the conduit and every one-thousand foot of conduit that provides access to the fiber optic cable for maintenance and repairs.

EXHIBIT C-1

Regional Comprehensive Plan Future Land Use Amendment

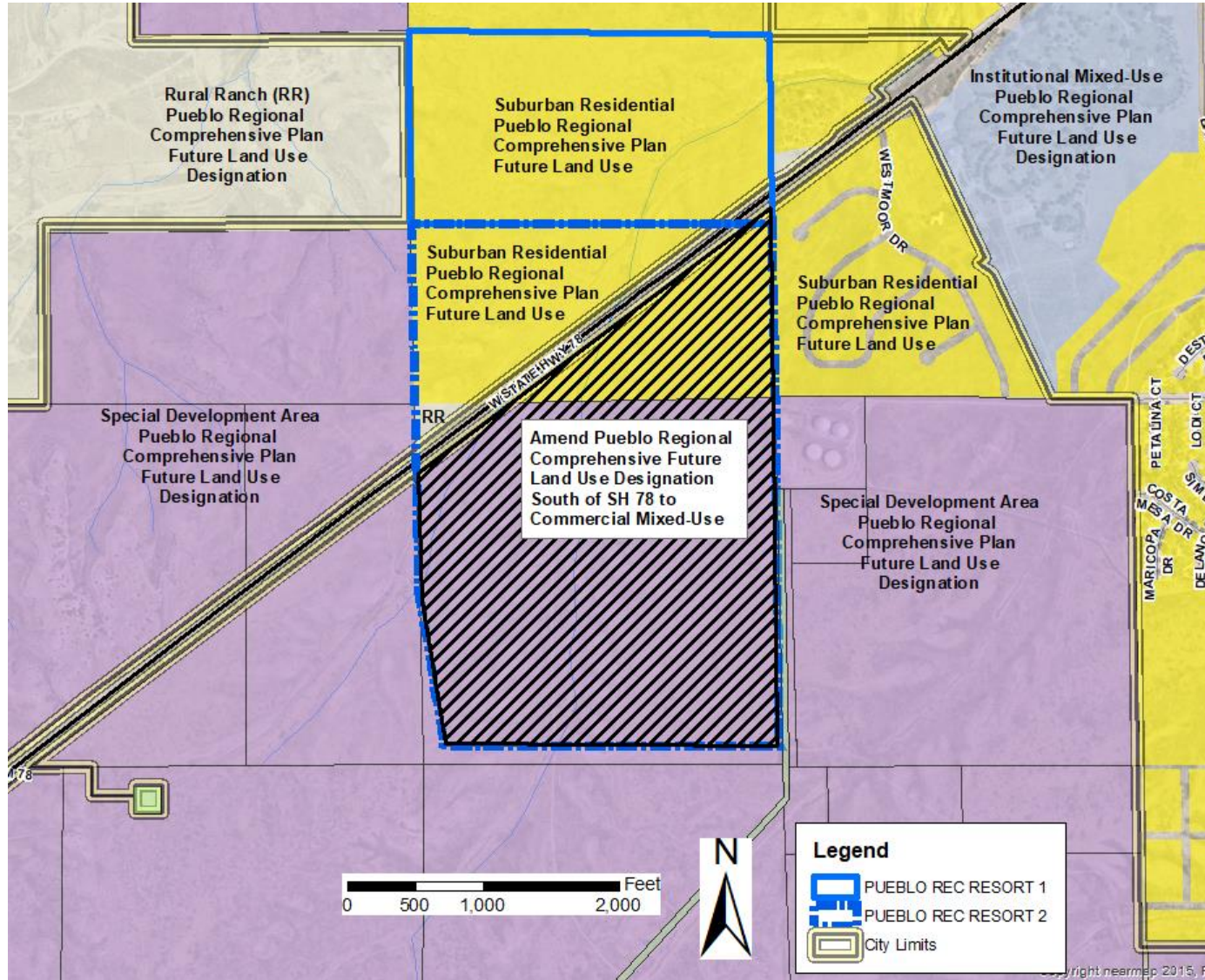


EXHIBIT C-2
Land Use & Future Zoning

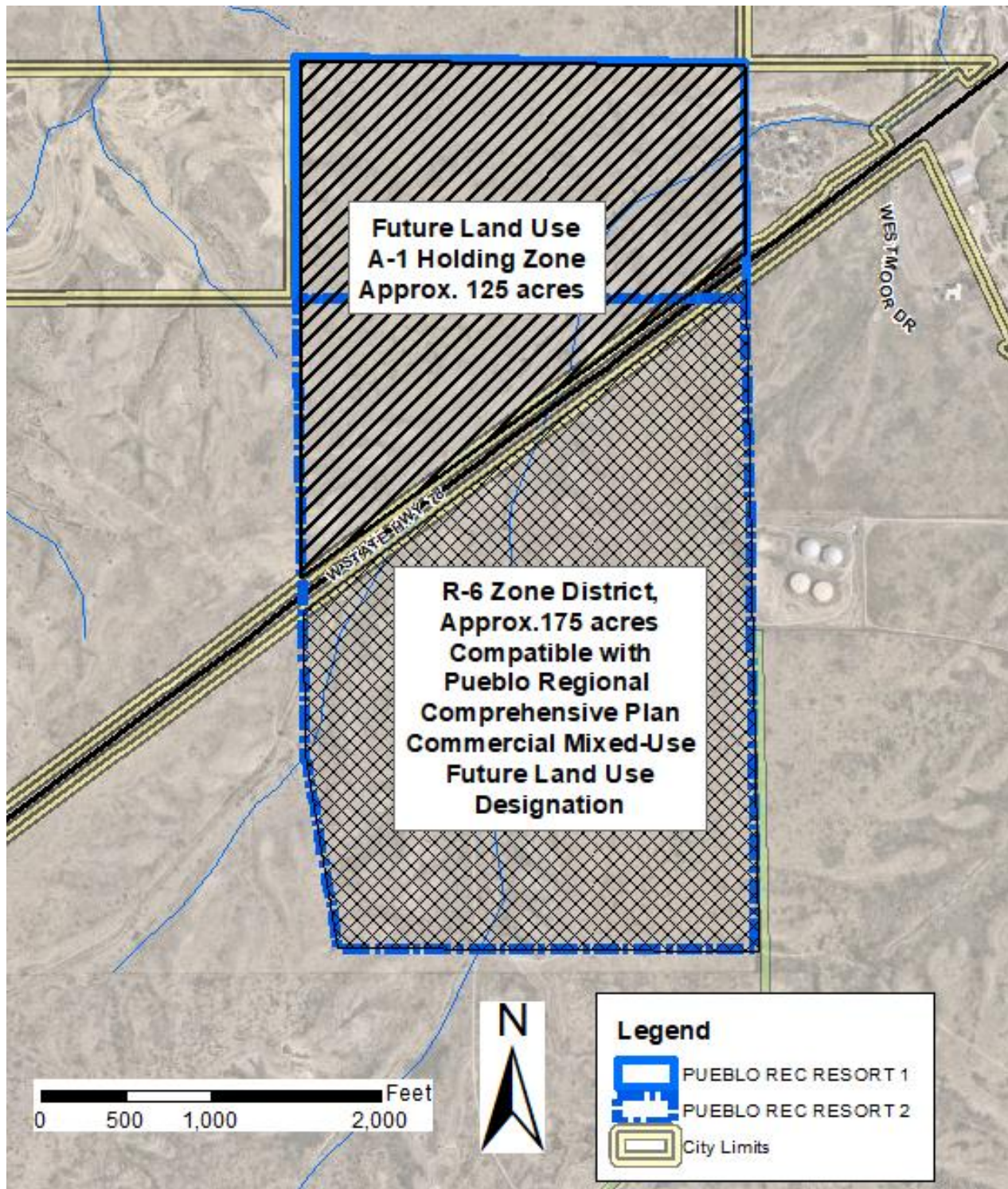
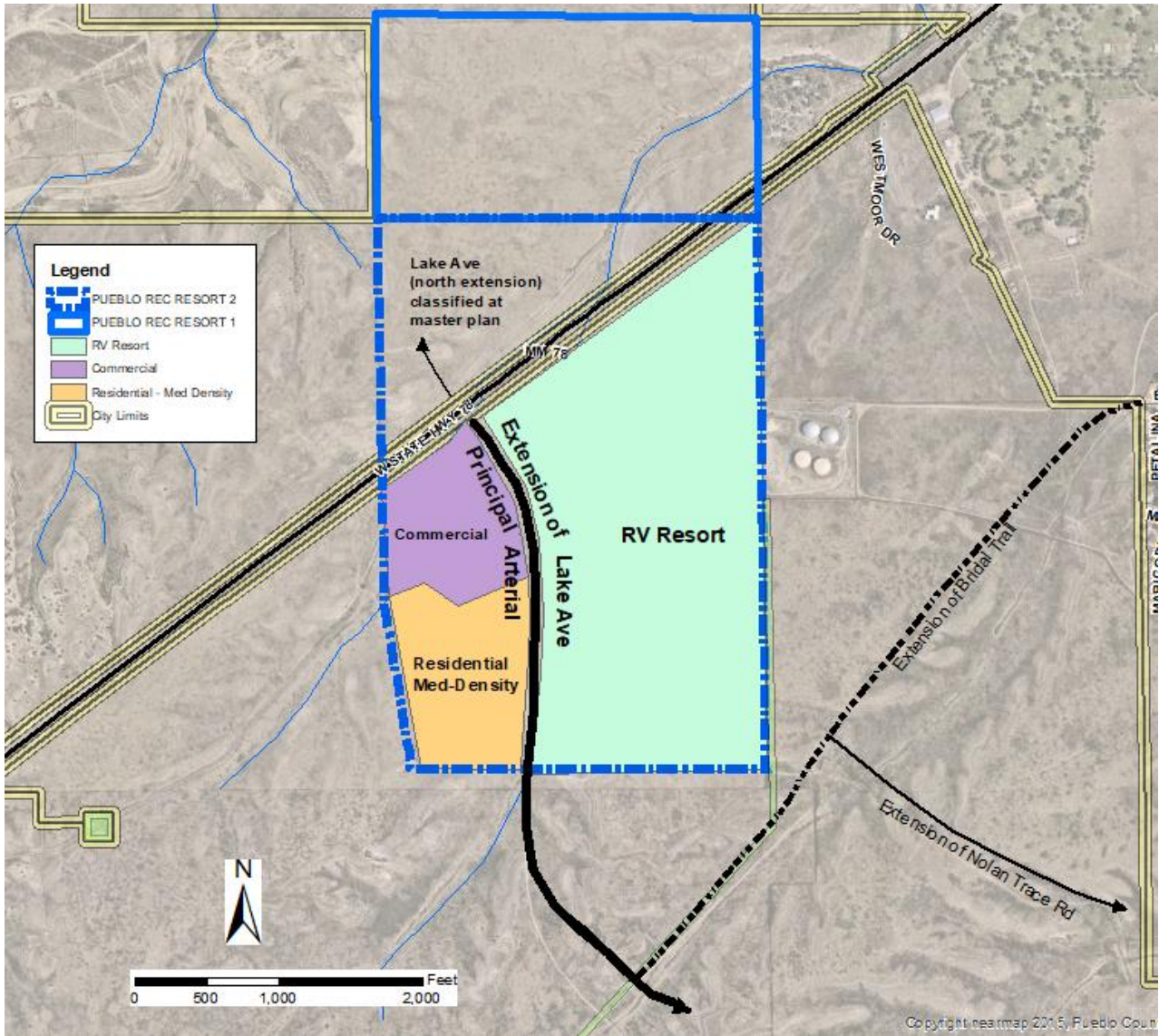
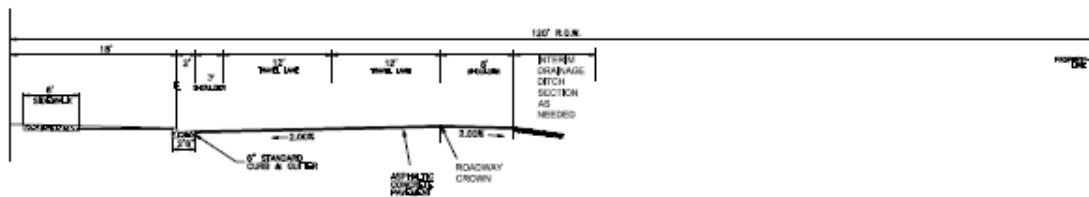


EXHIBIT C-3
Roadway Access



Interim Principal (Major) Arterial Roadway Standard

Arterial – Major Arterial (INTERIM 2-LANE)	
Land Use	Mixed Use
Function	Provides for continuous traffic movement connecting neighborhoods, areas and regional features at higher speeds with limited access.
Speed Limit	40 to 45 mph
Roadway Width	80' (INTERIM 37')
ROW	120'
Median	All principal arterials are divided roadways (NO MEDIAN FOR 2-LANE INTERIM)
Off-Street Parking	Adjacent properties must comply with zone district regulations
Sidewalk	6' minimum detached sidewalk or approved off road trail connection
Road Segment Length	Points of access must be approved by the Traffic Engineer and the Colorado Department of Transportation when roadway is classified as a State Highway
Emergency Access	Must retain a 20' clearance for emergency vehicles.



MAJOR ARTERIAL
INTERIM
TWO-LANE 37' ROADWAY
120' RIGHT-OF-WAY
STANDARD CURB & GUTTER 6'
DETACHED SIDEWALK

CROSS SECTION VARIATIONS:

W/RIGHT TURN LANES:

CROSS SECTION ON INTERSECTION
APPROACHES WITH SOUTHBOUND
RIGHT TURN DECELERATION LANES: 12'
TURN LANE INSTEAD OF 3' OUTSIDE
SHOULDER; SIDEWALK BUFFER
REDUCES TO 2.75'

W/ SINGLE LEFT TURN LANES:

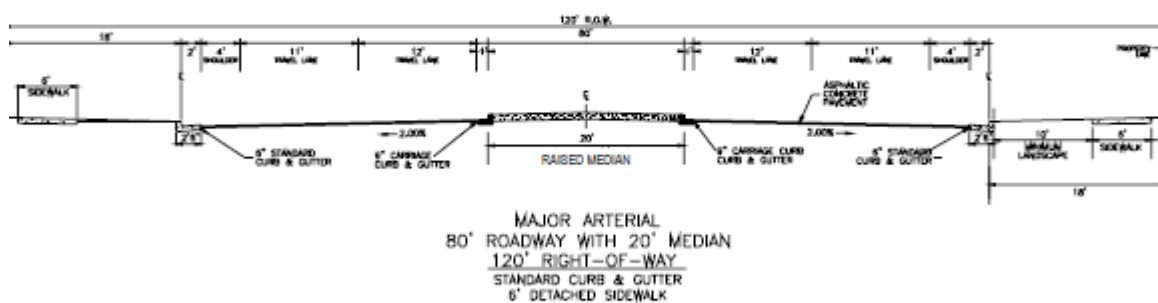
**CROSS SECTION ON
INTERSECTION APPROACHES WITH
SINGLE NORTHBOUND OR
SOUTHBOUND LEFT TURN LANES;
EXPAND CROSS SECTION TO THE
EAST 12' FROM THE CROWN;
PROVIDE NECESSARY REDIRECT
TAPERS FOR THE NORTHBOUND
THROUGH LANES**

W/DUAL LEFT TURN LANES:

CROSS SECTION ON INTERSECTION
APPROACHES WITH DUAL NORTHBOUND
LEFT TURN LANES; PROVIDE 6' ADDITIONAL
RIGHT-OF-WAY EACH SIDE, SHIFT THIS
CROSS SECTION 6' TO THE WEST AND
EXPAND THE EAST SIDE PAVEMENT CROSS
SECTION TO THE EAST 6'; PROVIDE
NECESSARY REDIRECT TAPERS FOR THE
NORTHBOUND AND SOUTHBOUND
THROUGH LANES

General Roadway Sections and Design Criteria

Arterial – Major Arterial	
Land Use	Mixed Use
Function	Provides for continuous traffic movement connecting neighborhoods, areas and regional features at higher speeds with limited access.
Speed Limit	40 to 45 mph
Roadway Width	80'
ROW	120'
Median	All principal arterials are divided roadways
Off-Street Parking	Adjacent properties must comply with zone district regulations
Sidewalk	6' minimum detached sidewalk or approved off road trail connection
Road Segment Length	Points of access must be approved by the Traffic Engineer and the Colorado Department of Transportation when roadway is classified as a State Highway
Emergency Access	Must retain a 20' clearance for emergency vehicles.



165' ROW (for dual left turn lanes and right turn lanes at Major Intersections and 135' where cross section includes single left turn lanes and separate right turn lanes

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday December 11, 2024 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:33 PM with Chairman Mike Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Alexandra Aznar, Lisa Bailey, and Cheryl Spinuzzi

Commissioners Absent: Chris Pasternak and Regina Maestri

Staff Members Present: David Wyatt, Assistant City Attorney; Scott Hobson, Acting Director of Planning and Community Development; Beritt Odom, Principal Planner; Wade Broadhead, Senior Planner; Hannah Prinzi, Planner.

Staff Members Absent: Cindy Capritta, Land Use Tech

Approval of the Agenda: Bailey motioned to amend the agenda to move V-23-09 and Z-24-06 to the January 8th, 2025, meeting and approve the agenda as amended, seconded by Spinuzzi

Motion Passed: 5-0

Public Meeting:

1. A-24-02 Pueblo Recreation Resort 1

Commission Action: Bailey motioned to recommend the annexation application to City Council, seconded by Spinuzzi.

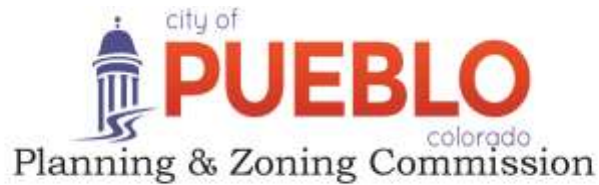
Applicants Craig Dossey and Heath Herber were sworn in and spoke in favor of the application.

Motion Passed: 5-0

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Regina Maestri
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

A-24-02

TO: City of Pueblo, Planning and Zoning Commission

FROM: Scott Hobson, Acting Director of Planning and Community Development

DATE: December 11, 2024

SUBJECT: Pueblo Recreation Resort Annexation No. 1

APPLICANT: Nina Ruiz; Vertex Co.

PROPERTY OWNER: Pueblo Recreation Investors LLC

LOCATION: Generally located north of Colorado State Highway 78 and east of the Southside Landfill – 79.80 acres

EXISTING ZONE: Pueblo County Agricultural Four (A-4)

CONCURRENT REQUEST(S): Pueblo Recreation Resort No. 2 (A-24-03)

REQUEST:

The Petitioner/Applicant is requesting to annex 79.80 acres into the City. This petition is part of a series of two annexations totaling 299.56-acres. The series annexations include: 79.80 acres in Annexation No. 1 and 219.76 acres in Annexation No. 2. The property within Annexation No. 1 will be master planned following annexation with a potential mixture of land uses that will need to comply with the future land use designations within the Pueblo Regional Comprehensive Plan, adopted in 2022, as amended.

BACKGROUND:

The petitioner submitted an annexation petition for the Pueblo Recreation Resort No. 1 Annexation totaling 79.80-acres. The Petitioner/Applicant is requesting to annex 299.56-acres into the City through a series of two annexations with Phase 1 totaling 79.80 acres and Phase 2 totaling 219.76 acres. The annexation petition was filed on February 19, 2024 by Pueblo Recreation Investors, LLC, a Colorado Limited Liability Company, for the annexation of 79.80 acres located north of Colorado State Highway 78 and east of the Southside Landfill. The purpose of the annexation is to a potential mixture of land uses that complies with the future land use designations within the Pueblo Regional Comprehensive Plan, adopted in 2022, as amended. The property is currently identified within the Suburban Residential future land categories in the 2022 Pueblo Regional Comprehensive Plan Future Land Map. The applicant is proposing to initially zone the property as A-1, Agricultural One, as an interim zoning classification until the time of development. The A-1, interim zoning following annexation, is allowed by section 17-1-3, (e), of the Pueblo Municipal Code. According to the code, the annexation agreement may allow an A-1, Zone District for a specified period of time. No building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure within the approximately 79.80 acres until after the Property is zoned in the land use classification most nearly corresponding to the land use classification into which such land has been classified under the City's comprehensive plan, and the property is

subdivided in accordance with Title XII, Chapter 4 of the Pueblo Municipal Code of Ordinances or as same may hereby be amended.

ANALYSIS:

The proposed Pueblo Recreation Resort Annexation No. 1 conforms with Sections 31-12-104(1)(a) and 31-12-107(1) of the Colorado Revised Statutes and the Pueblo Municipal Codes.

ZONING, LAND USE, AND NEIGHBORHOOD COMPATIBILITY

Existing Zoning and Land Use:

Zone District	Pueblo County Agricultural Four (A-4)
Existing Land Use	Vacant/Undeveloped

Surrounding Land Uses & Zoning

North	Pueblo County Agricultural Four (A-4); Currently undeveloped
East	Pueblo County Agricultural Four (A-4); Currently undeveloped
South	Pueblo County Agricultural Four (A-4); Currently undeveloped
West	City of Pueblo Agricultural One (A-1); Developed with South Side Landfill

Current Land Use According to Comprehensive Plan:

The Pueblo Regional Comprehensive Plan, 2022, designates the proposed annexation property as Suburban Neighborhood. Suburban neighborhood developments are defined by large, single-family residential lots with an overall density between 2 to 5 dwelling units per acre.

According to the Comprehensive Plan,

Pueblo Regional Comprehensive Plan Goals and State of the County Report:

1. The property proposed to be annexed should promote the development goals provided in the Regional Comprehensive Plan.

Staff findings: The Regional Comprehensive Plan designates this area for suburban development

2. Must provide and/or fund all needed extension and expansion of water and sewer mains needed to serve the project.

Staff findings: The proposed annexation agreement requires the petitioner to prepare a Sanitary Sewer Plan certified by Professional Engineers competent in the field of sanitary sewer engineering and registered in the State of Colorado. Associated impacts on City's existing sanitary sewer system and proposed sanitary sewer system shall be identified in the Sanitary Sewer Plan, and those impacts which are reasonably attributable to the development of the property as determined by the City, in its sole discretion, shall be mitigated through the installation of sanitary sewer improvements installed by and at the expense of the petitioner. The petitioner shall construct and install, at petitioner's sole expense, additional sewer lines, mains, pump stations, and/or upgrades to pump stations in order to provide sanitary sewer service to the property.

The size, location and capacity of such sewer lines, mains, and pump stations will be determined by the Director of Wastewater, based upon the Sanitary Sewer Design Criteria and Policies for the City of Pueblo published February 22, 2010 or as same may be hereafter amended. Such additional sewer lines, mains, pump stations shall be installed as part of the public improvements required for subdivisions within the Property as determined by the Director of Wastewater.

Any extension of water service to the property shall be approved by Pueblo Water and no subdivision of the property shall be approved without the approval of Pueblo Water to provide service to the Property.

3. The dedication of land and/or construction of facilities needed to expand fire and police services to the development that meet level of service standards for the rest of the city.
Staff findings: The proposed annexation agreement requires the Petitioner to dedicate land and right-of-way for public uses and facilities necessary and required to serve the Property in accordance with an approved Master Development Plan or required as a result of the development of the Property as determined by the City, in its sole discretion, including, but not limited to, sanitary and storm sewers, drainage ways and facilities, utilities, streets, roadways, trail systems, parks and open space. The Petitioner at its expense shall timely construct and install all on-site improvements and off-site improvements necessary and required to serve the Property or required as a result of the development of the Property as determined by the City, in its sole discretion, including, but not limited to, trails, parks, streets, street lights, curbs and gutters, sidewalks, bridges, traffic control devices, sanitary sewers, storm sewers, drainage and channel improvements and facilities, but excluding public buildings such as fire stations. All such improvements shall meet and comply with applicable City Ordinances in effect at the time of installation of such improvements.

Field Observations of Site:

- The proposed annexation area is vacant, undeveloped land. There are no existing roadways off of State Highway 78 with access to the proposed annexation area.

Neighborhood Compatibility

- The proposed annexation site is surrounding currently by undeveloped land that is zoned either City of Pueblo or Pueblo County Agricultural, so non-agricultural development may not be compatible with the surrounding properties.

REFERRAL AGENCIES AND COMMENTS:

- City Public Works: Approval of wording in annexation agreement
- City Transportation: Approval of wording in annexation agreement
- City Law Department: Approval of wording in annexation agreement
- Pueblo Regional Building Department: No comment
- City Fire Department: Approval of wording in annexation agreement
- Pueblo Board of Water Works: Approval of wording in annexation agreement
- City Wastewater: Approval of wording in annexation agreement
- City Stormwater: Approval of wording in annexation agreement

- City Parks and Recreation Department: Approval of wording in annexation agreement
- City GIS: No comment
- Xcel Energy: No comment
- Black Hills Energy: No Comment
- CDOT: No Comment

SPECIAL INFORMATION

STATUTORY REQUIREMENTS WHICH EXIST FOR ANNEXING PURPOSES (Colorado Revised Statutes)

1. **Section 31-12-104** – That not less than one-sixth (1/6) of the perimeter of the area proposed to be annexed is contiguous to the existing City limits (contiguity may be established by the annexation of one or more parcels in a series, which may be completed simultaneously and considered together for the purposes of the public hearing). The municipality boundaries shall not be extended more than three miles in any direction from any point of such municipal boundary in any one year.
 - Approximately 1,340 feet of the proposed annexation area is contiguous with existing City property of a total perimeter of approximately 7,540 feet, so it meets the one-sixth requirement.
2. **Section 31-12-105[1]-[e]** – The municipality shall have a three-mile annexation plan which is updated on an annual basis. The proposed development should be compatible with this plan.
 - The City of Pueblo adopted the updated “City of Pueblo 3-Mile Annexation Master Plan for the Year 2023” on February 13, 2023. All of the property is within three miles of the existing city limits.
 - A City of Pueblo 3-Mile Annexation Master Plan for the Year 2025” is concurrently being reviewed by the Planning & Zoning Commission and will be recommended for approval by City Council prior to the approval of the proposed annexation.
3. **Section 31-12-108.5-** An Annexation Impact Report is required for all annexations over ten acres.
 - An Annexation Impact Report for the Pueblo Recreation Resort Annexation No. 1 has been submitted to the City addressing future land uses, water and sanitary sewer extension, roadway extensions, and impacts to School District 60.

CITY OF PUEBLO ANNEXATION REQUIREMENTS:

- a) **The proposed annexation must be a logical extension of the City’s boundary and municipal services.**

The proposed annexation is a logical extension of the City’s boundary.

- b) The property shall be zoned and subdivided in conformity with the Code of Ordinances for the City of Pueblo.

No later than ninety (90) days after the effective date of the Ordinance annexing the property, the petitioner shall cause of the portion of the Property north of State Highway 78 containing approximately 125 acres, as shown on the attached Land Use Plan, Exhibit C-2, to be zoned Agricultural One (A-1) serving as an interim A-1 zone district for a period up to but not to exceed 180 months from the date of this Annexation Agreement. No building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure within any portion of the Property classified as Agricultural One (A-1) zone district until after that portion of the Property is zoned in the land use classification most nearly corresponding to the land use classification into which such land has been classified under the City's comprehensive plan. No building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure within the approximately 125 acres described above until the property is subdivided in accordance with Title XII, Chapter 4 of the Pueblo Municipal Code of Ordinances or as same may hereby be amended.

- c) The petitioner shall dedicate land and rights of way for public uses and facilities required by the City.

The dedication of land and rights of way for roads and utility lines will be completed at the time of subdivision.

- d) The petitioner shall comply with all applicable requirements of the City of Pueblo's Public Works Department and other City utility companies for the installation of mains, lines, stations, or other utility facilities.

The petitioner will be required to comply with the City's Code of Ordinances for any subdivision of the property.

RECOMMENDED MOTION: Staff recommends Planning and Zoning Commission recommend approval of the annexation to City Council.

CONCLUSION:

The City staff has reviewed the annexation request and recommends approval of the annexation.

ATTACHMENTS

- A. Aerial Photograph
- B. Zoning Map
- C. Comprehensive Future Land Use Map
- D. Site Photo
- E. Annexation Plat
- F. Impact Report
- G. Draft Annexation Agreement (Applicable to A-24-02 and A-24-03)

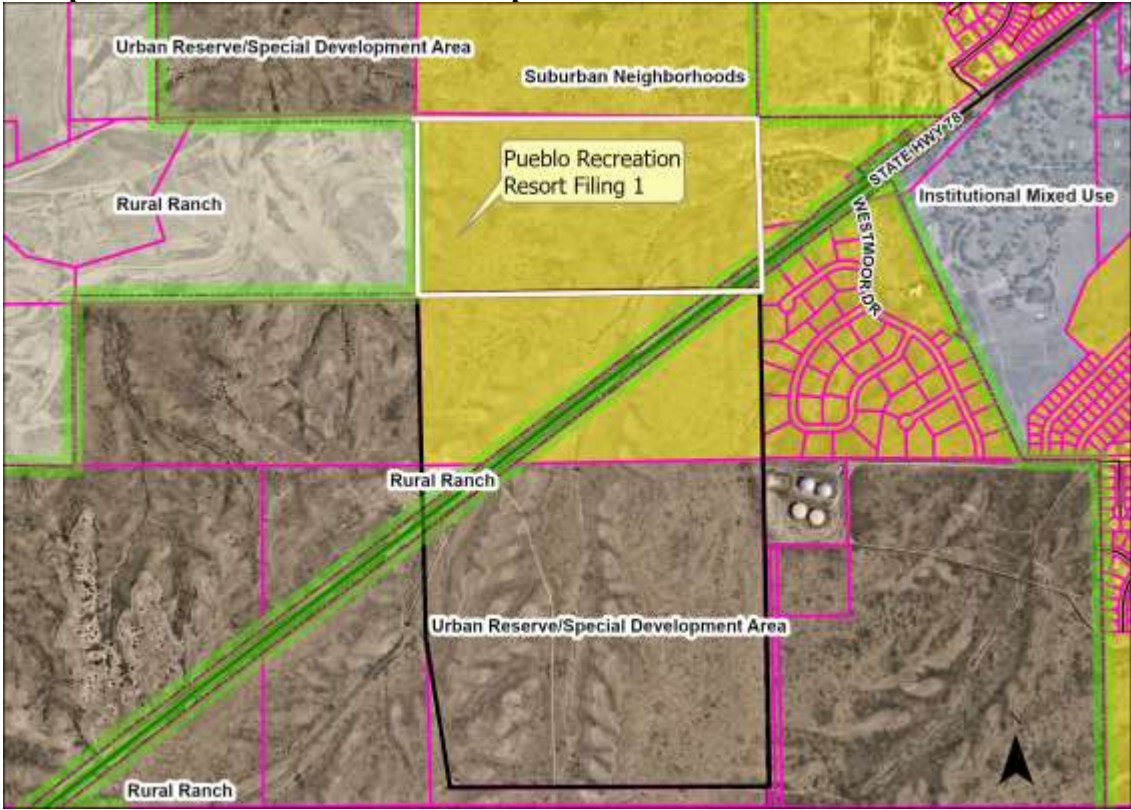
A. Aerial Photograph



B. Zoning Map



C. Comprehensive Future Land Use Map



D. Site Photo





See below for:

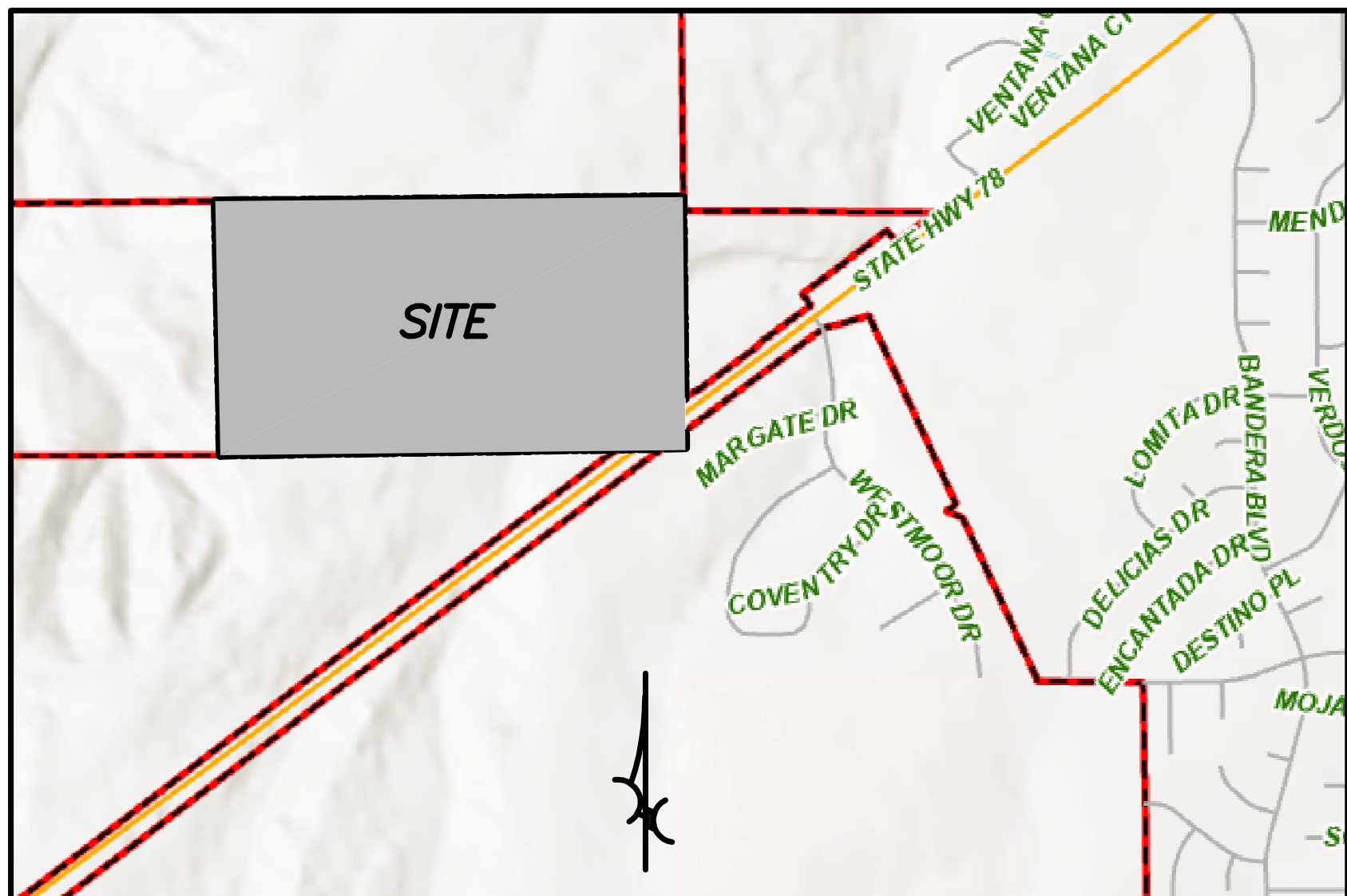
E. Annexation Plat

F. Impact Report

G. Draft Annexation Agreement (Applicable to A-24-02 and A-24-03)

PUEBLO RECREATION RESORT ANNEXATION NO. 1

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M.
COUNTY OF PUEBLO, STATE OF COLORADO



VICINITY MAP

BASIS OF BEARINGS:

THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. MONUMENTED ON THE WEST END WITH FOUND 3 1/4\"/>

LEGEND



EXISTING CITY LIMITS LINE

PROPOSED CITY LIMITS LINE

1. AREA TO BE ANNEXED:

NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M., LESS COLORADO STATE HIGHWAY No. 78 RIGHT-OF-WAY.

CONTAINING 79.80 ACRES, MORE OR LESS

2. PROPOSED NEW CITY LIMITS LINE:

DESCRIPTION NO. 1
BEGINNING FROM THE WEST ONE-QUARTER CORNER OF SECTION 17; THENCE N. 89°29'49\"/>

AND

DESCRIPTION NO. 2
BEGINNING FROM THE WEST ONE-SIXTEENTH CORNER OF THE SOUTHWEST ONE-QUARTER OF SECTION 17; THENCE N. 89°08'39\"/>

AND

DESCRIPTION NO. 3
COMMENCING FROM THE SOUTH ONE-QUARTER CORNER OF SECTION 17; THENCE N. 05°05'06\"/>

3. CERTIFICATION OF PERIMETER:

AT LEAST ONE-SIXTH OF THE BOUNDARY OF THE LAND DESCRIBED IN THE ANNEXATION ABOVE IS NOW EXISTING CITY LIMITS LINE. THE COMPLETE ANNEXATION IS WITHIN 3 MILES OF THE PRESENT CITY LIMITS.

NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5th Street
Pueblo, Colorado 81003

By:
Michael Leland Cuppy
Colorado Registered Professional
Land Surveyor No. 38485
For and on behalf of NorthStar Engineering
And Surveying, Inc.

NORTHSTAR ENGINEERING AND SURVEYING, INC.			
111 E. 5TH ST. PUEBLO, CO 81003		(719)544-6823 (719)544-6825 FAX	
ANNEXATION PLAT			
TITLE:	FILE: 2203200_PUEBLO REC.DWG		
SCALE: 1\"/>	DRAWN BY: DJA	JOB NO. 2203200	
DATE: 12-05-2024	CHECKED BY: MLC	SHEET 1 OF 1	



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: January 13, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE ANNEXING UNINCORPORATED LAND COMMONLY KNOWN AS THE PUEBLO RECREATION RESORT FILING NO. 2 ANNEXATION TO THE CITY OF PUEBLO DESCRIBED AS 219.76-ACRES OF LAND LOCATED SOUTHWEST OF VENTANA SUBDIVISION, FILING NO. 1, AND WEST OF THE WESTMOOR SUBDIVISION OF UNINCORPORATED PUEBLO COUNTY

SUMMARY:

The petitioner, Pueblo Recreation Investors, LLC, a Colorado Limited Liability Company, is requesting to annex the property containing 219.76-acres into the City of Pueblo commonly known as the Pueblo Recreation Resort Filing No. 2 Annexation to the City of Pueblo.

PREVIOUS COUNCIL ACTION:

On October 28, 2024, City Council approved a Resolution No. 15804 preliminarily determining that the petition for annexation of the area commonly known as the Pueblo Recreation Resort Filing No. 2 Annexation is valid under the provisions of Colorado Revised Statutes Section 31-12-107(1).

BACKGROUND:

The Pueblo Recreation Resort Filing No. 2 Annexation is located southwest of Ventana Subdivision, Filing No. 1, and west of the Westmoor Subdivision in unincorporated Pueblo County. The Petitioners are requesting to annex 219.76-acres into the City for a mixture of land uses including a recreational RV resort, commercial development, and residential development that complies with the future land use designations within the Pueblo Regional Comprehensive Plan, adopted in 2022, as amended. The property is currently identified within three separate future land categories in the 2022 Pueblo Regional Comprehensive Plan Future Land Map. These Future Land Use Categories include Suburban Residential, Rural Ranch, and Special Development Area. Following approval of the annexation, the petitioner will file an application for a comprehensive

plan future land use map amendment changing the future land use area south of SH 78 to a Commercial Mixed-Use designation. Under the provisions of the annexation agreement, the petitioner will apply to rezone the property south of State Highway 78 containing approximately 175-acres into a R-6 Multiple-Residential and Commercial District. No building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure within the approximately 219.76 acres until after the Property is zoned in the land use classification most nearly corresponding to the land use classification into which such land has been classified under the City's comprehensive plan, and the property is subdivided in accordance with Title XII, Chapter 4 of the Pueblo Municipal Code of Ordinances or as same may hereby be amended.

The proposed annexation site is currently zoned Pueblo County A-4, Agricultural Zone District. The property located north, south, east and west of the proposed annexation area is currently undeveloped.

FINANCIAL IMPLICATIONS:

The Petitioner acknowledges and agrees that upon the annexation, the property shall become subject to the Charter, Ordinances, Resolutions, rules, and regulations of the City, but that the City shall have no obligation to furnish or extend municipal services, including but not limited to sanitary sewer services, to the area proposed to be annexed.

BOARD/COMMISSION RECOMMENDATION:

The City Planning and Zoning Commission reviewed the annexation at the December 11, 2024, Regular Meeting. A motion to approve the proposed annexation was made by Commissioner Bailey and seconded by Commissioner Spinuzzi to recommend approval of the proposed annexation petition. Motion passed 5-0, Commissioners Pasternak and Maestri absent.

STAKEHOLDER PROCESS:

Annexation Impact Reports have been filed with taxing entities as required by Colorado Revised Statutes.

ALTERNATIVES:

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

City Council could vote to not approve the annexation Ordinance. The applicant could resubmit an annexation petition in the future subject to the applicable provisions of the Municipal Annexation Act of 1965 and C.R.S. §31-12-104, 105 and 107(1).

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. A-24-03 Annexing the Land Attachments

ORDINANCE NO.

AN ORDINANCE ANNEXING UNINCORPORATED LAND COMMONLY KNOWN AS THE PUEBLO RECREATION RESORT FILING NO. 2 ANNEXATION TO THE CITY OF PUEBLO DESCRIBED AS 219.76-ACRES OF LAND LOCATED SOUTHWEST OF VENTANA SUBDIVISION, FILING NO. 1, AND WEST OF THE WESTMOOR SUBDIVISION OF UNINCORPORATED PUEBLO COUNTY

WHEREAS, the City Planning and Zoning Commission has recommended that the area described in Section 1 hereof be annexed to the City of Pueblo; and,

WHEREAS, the City Council has heretofore found and determined by Resolution that the Petition for Annexation and the area described in Section 1 hereof to be in compliance with the notice and other applicable provisions of the Municipal Annexation Act of 1965 and C.R.S. §31-12-104, 105 and 107(1); and,

WHEREAS, the City Council has by Resolution found and determined that an election is not required under C.R.S. §31-12-107 (2) and no additional terms and conditions are to be imposed upon the area described in Section 1 other than those set forth in the Petition for Annexation and the Annexation Agreement; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The following described area situated in Pueblo County, Colorado, is hereby annexed to Pueblo, a Colorado Municipal Corporation, subject to the terms and conditions set forth in the Petition for Annexation and the Annexation Agreement, and the official map of the City shall be amended to show such annexation:

ANNEXATION

1. AREA TO BE ANNEXED

South one-half of the southwest one-quarter of section 17, township 21 south, range 65 west of the 6TH p.m., less Colorado State Highway No. 78 right-of-way.

Containing 72.88 acres, more or less

AND

Northwest one-quarter of section 20, township 21 south, range 65 west of the 6th p.m., less Colorado State Highway No. 78 right-of-way and less that portion of the northwest one-quarter of section 20 owned by Western Power and Gas Company.

Containing 146.88 acres, more or less

2. PROPOSED NEW CITY LIMITS LINE:

Description No. 1:

BEGINNING from the west one-sixteenth corner of the southwest one-quarter of section 17;

thence S. 01°10'57" E., a distance of 1,340.14 feet to the southwest corner of section 17/northwest corner of section 20; thence S. 01°20'09" E., a distance of 325.60 feet to a point on the north right-of-way line of Colorado State Highway No. 78.

AND

Description no. 2:

BEGINNING from the east one-sixteenth corner of the southwest one-quarter of section 17; thence S. 01°06'18" E., a distance of 1,323.60 feet to the south one-quarter corner of section 17; thence S. 01°10'33" E., a distance of 2,529.83 feet; thence S. 89°55'17" W., a distance of 2,474.00 feet; thence N. 09°05'15" W., a distance of 1,167.84 feet to a point on the west line of the northwest one-quarter of section 20; thence N. 01°20'09" W., a distance of 813.97 feet to a point on the south right-of-way line of Colorado State Highway No. 78.

3. CERTIFICATION OF PERIMETER:

At least one-sixth of the boundary of the land described in the annexation above is now existing city limits line. The complete annexation is within 3 miles of the present city limits.

SECTION 2.

The owners of one hundred percent (100%) of the property to be annexed have petitioned for such annexation.

SECTION 3.

The Annexation Agreement in the form and content presented to the City Council at this meeting is hereby authorized and approved. The President of the City Council is hereby directed and authorized to execute and deliver the Annexation Agreement in the name of the City and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 4.

Within thirty (30) days after the effective date of the Ordinance, the City Clerk shall:

- (a) File one copy of the annexation map with the original of this Ordinance in the office of the City Clerk; and,
- (b) File for recording three certified copies of this Ordinance and annexation map with the Pueblo County Clerk and Recorder; and,
- (c) File one certified copy of the annexation map and this Ordinance with the Southeastern Colorado Water Conservancy District.

SECTION 5.

The officers of the City are hereby authorized to take all other actions necessary or appropriate, on behalf of the City, to implement the provisions of this Ordinance and the Annexation Agreement.

SECTION 6.

If any provisions of this Ordinance or Annexation Agreement shall be held or deemed to be illegal, inoperative or unenforceable, the same shall not affect any other provisions or provisions of this Ordinance or Annexation Agreement or render the same invalid, inoperative or unenforceable, except as otherwise expressly provided in the Annexation Agreement.

SECTION 7.

The City Council hereby consents to the inclusion of the annexed area in the Southeastern Colorado Water Conservancy District pursuant to C.R.S. §37-45-136 (3.6).

SECTION 8.

This Ordinance shall become effective immediately upon final passage and the annexation shall be effective for ad valorem tax purposes on and after January 1, 2026.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

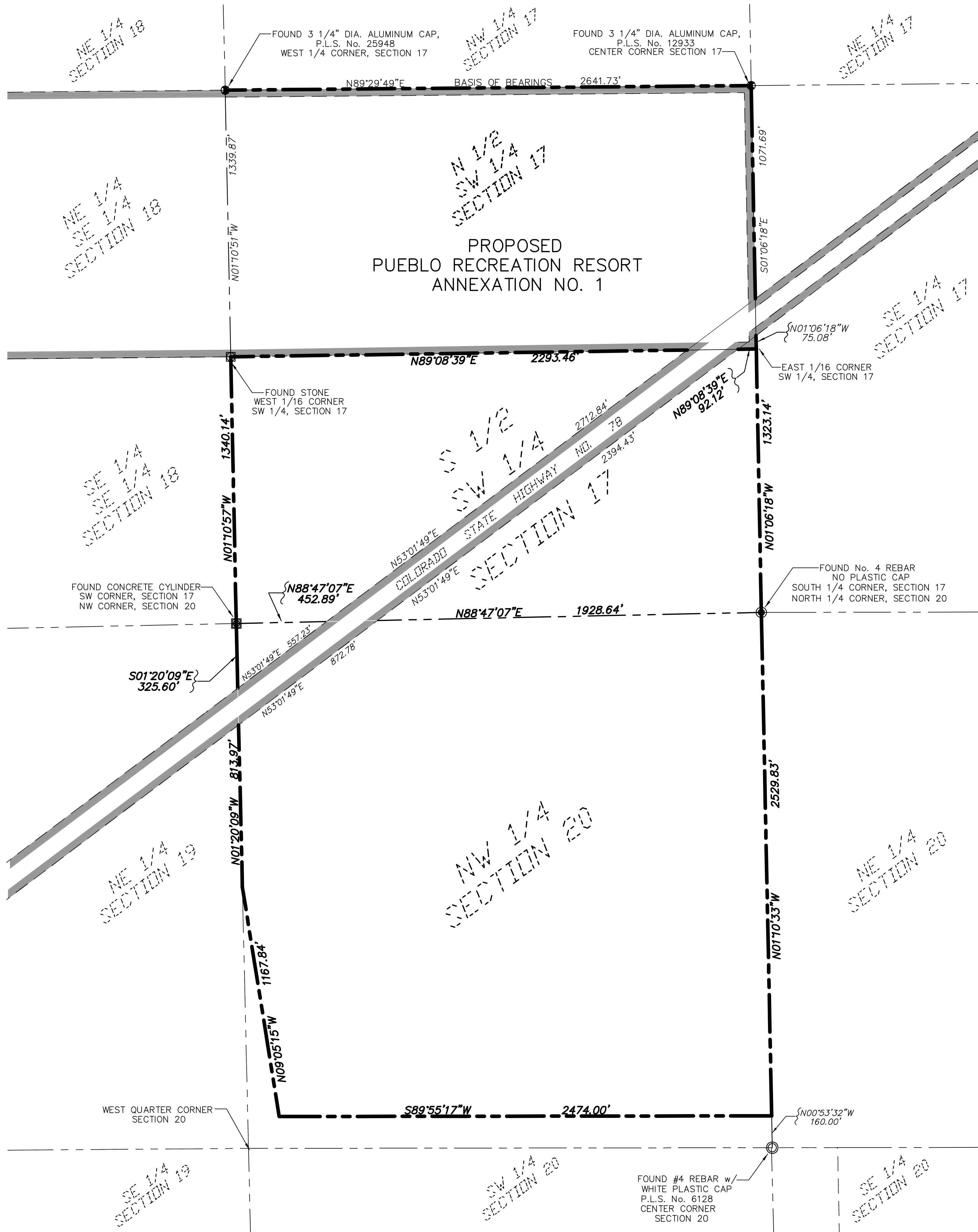
President of City Council

ATTEST

City Clerk

PUEBLO RECREATION RESORT ANNEXATION NO. 2

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 17 AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 20,
TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M.
COUNTY OF PUEBLO, STATE OF COLORADO

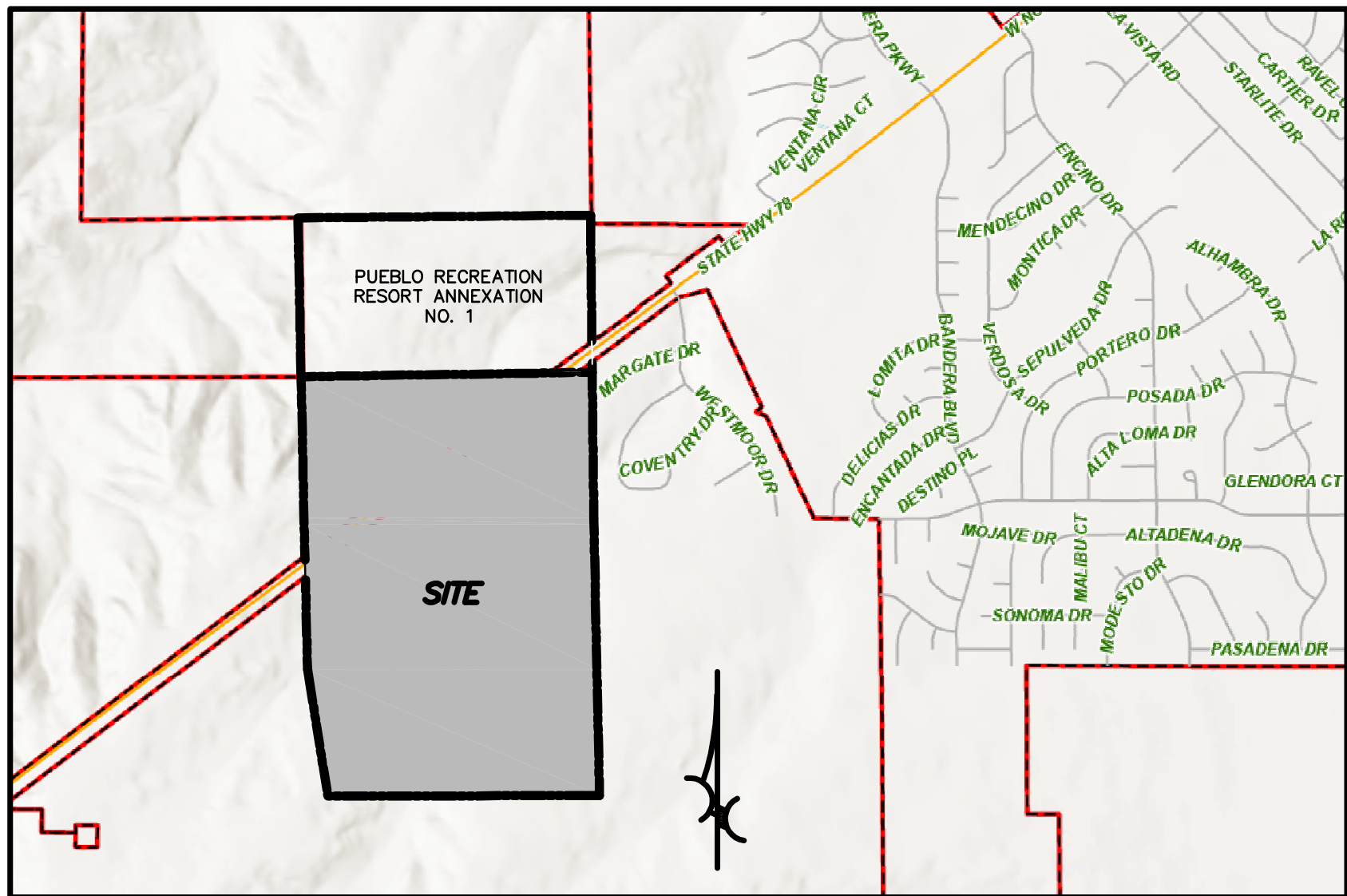


BASIS OF BEARINGS:

THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. MONUMENTED ON THE WEST END WITH FOUND 3 1/4\"/>

LEGEND

EXISTING CITY LIMITS LINE
PROPOSED CITY LIMITS LINE



VICINITY MAP

1. AREAS TO BE ANNEXED:

SOUTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M., LESS COLORADO STATE HIGHWAY NO. 78 RIGHT-OF-WAY.

CONTAINING 72.88 ACRES, MORE OR LESS

AND

NORTHWEST ONE-QUARTER OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M., LESS COLORADO STATE HIGHWAY NO. 78 RIGHT-OF-WAY AND LESS THAT PORTION OF THE NORTHWEST ONE-QUARTER OF SECTION 20 OWNED BY WESTERN POWER AND GAS COMPANY.

CONTAINING 146.88 ACRES, MORE OR LESS

2. PROPOSED NEW CITY LIMITS LINE:

DESCRIPTION NO. 1

BEGINNING FROM THE WEST ONE-SIXTEENTH CORNER OF THE SOUTHWEST ONE-QUARTER OF SECTION 17; THENCE S. 01°06'18\"/>

AND

DESCRIPTION NO. 2

BEGINNING FROM THE EAST ONE-SIXTEENTH CORNER OF THE SOUTHWEST ONE-QUARTER OF SECTION 17; THENCE S. 01°06'18\"/>

3. CERTIFICATION OF PERIMETER:

AT LEAST ONE-SIXTH OF THE BOUNDARY OF THE LAND DESCRIBED IN THE ANNEXATION ABOVE IS NOW EXISTING CITY LIMITS LINE. THE COMPLETE ANNEXATION IS WITHIN 3 MILES OF THE PRESENT CITY LIMITS.

NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5th Street
Pueblo, Colorado 81003

By:
Michael Leland Cuppy
Colorado Registered Professional
Land Surveyor No. 38485
For and on behalf of NorthStar Engineering
And Surveying, Inc.

NORTHSTAR ENGINEERING AND SURVEYING, INC.			
111 E. 5TH ST. PUEBLO, CO 81003		(719)544-6823 (719)544-6825 FAX	
ANNEXATION PLAT			
TITLE:	FILE: 2203200_PUEBLO_REC.DWG		
SCALE: 1" = 300'	DRAWN BY: DJA	JOB NO. 2203200	
DATE: 01-29-2024	CHECKED BY: MLC	SHEET 1 OF 1	

ANNEXATION AGREEMENT

CASE NOS. A-24-02 & A-24-03 PUEBLO RECREATION RESORT ANNEXATIONS

This Annexation Agreement is made effective as of _____, 2025, by and between the City of Pueblo, a Municipal Corporation, (the “City”), for the use and benefit of Pueblo Recreation Investors, LLC, a Colorado limited liability company, (“Petitioner”),

WITNESSETH

WHEREAS, the Petitioner is the owner of the real property located in Pueblo County, Colorado, and described in Exhibit “A” attached hereto and incorporated herein (the “Property”);

WHEREAS, the Petitioner has submitted petitions for the annexation of the Property to the City; and

WHEREAS, as a condition precedent to the annexations of the Property, Petitioner has agreed to enter into an annexation agreement with the City setting forth certain terms and conditions with respect to such annexations.

NOW THEREFORE, in consideration of the above, and the following covenants and conditions, the City and Petitioner agree as follows:

I. REPRESENTATIONS AND WARRANTIES OF PETITIONER

Petitioner hereby represents and warrants to, and covenants with, the City as follows:

- (1) The Colorado Department of Transportation is a state agency of the State of Colorado.
- (2) Petitioner has good and marketable fee simple title to the Property subject only to Permitted Encumbrances attached hereto as Exhibit “B” and incorporated herein by reference.
- (3) Petitioner is authorized to and has taken all action required by it (a) to annex the Property to the City and (b) to execute, deliver and perform its obligations under this Annexation Agreement, and (c) to carry out and consummate all of its transactions contemplated by this Annexation Agreement.
- (4) This Annexation Agreement when executed and delivered constitutes a valid and legally binding obligation of the Petitioner enforceable against Petitioner according to its terms. The document entitled “Special Improvements and Dedications” marked and attached as Exhibit “C”, is incorporated herein by this reference. In the event of a conflict between the terms and conditions of Exhibit C and this Agreement, the terms and conditions contained in Exhibit C shall control.
- (5) Neither the execution and delivery of this Annexation Agreement nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions or any restriction or any agreement or instrument to which the Petitioner is bound or constitutes a default under any of the foregoing.

(6) There is no litigation pending, or to the knowledge of Petitioner threatened, against the Petitioner or any person affecting the right of the Petitioner to execute and comply with this Annexation Agreement.

(7) The representations and warranties of Petitioner contained herein will be true and correct in all material respects as of the date of recording the annexation plat and Ordinance of the City Council approving the annexation of the Property.

II. OVERALL DEVELOPMENT PLAN

(1) When a tract of land proposed for subdivision constitutes a part of a larger tract of land owned or controlled by the subdivider, whose intention is to subdivide the remaining part or parts of the larger tract at some future date, an Overall Development Plan shall be prepared and submitted by the subdivider and approved by the Planning Commission prior to preparation and submission of the subdivision plat of the tract proposed for initial subdivision.

(2) An Overall Development Plan shall be prepared in accordance with the requirements of regulations contained in Section 12-4-5(a) of the Pueblo Municipal Code, as may be hereafter amended, and the Overall Development Plan shall be adopted by the Planning and Zoning Commission. The Overall Development Plan shall be prepared in consultation with the City's Subdivision Review Committee and submitted in its entirety to the Planning and Zoning Commission. The Overall Development Plan shall comply with the policies of the Pueblo Regional Comprehensive Development Plan existing as of the date the Overall Development Plan is approved. The Overall Development Plan as submitted and approved by the Planning and Zoning Commission shall have the flexibility to adapt to changing conditions over the estimated time period for the development of the land within the Overall Development Plan and shall consist of the following prepared in accordance and in compliance with standards, criteria and policies adopted by the City Council by resolution: development plan, land use including open space and park plans; drainage plan; sanitary sewer plan; transportation plan; and appropriate environmental studies.

(3) Petitioner may submit the Overall Development Plan to the Planning and Zoning Commission for approval any time after the City Council has found the petition for annexation of the Property to be valid in accordance with the provisions of §31-12-107, C.R.S. The City may refuse to approve any building or occupancy permit for any portion or all of the Property until after a Overall Development Plan is approved.

III. ZONING AND SUBDIVISION

(1) The Property is currently identified within three separate future land categories in the 2022 Pueblo Regional Comprehensive Plan Future Land Map. These Future Land Use Categories as shown on the attached Future Land Use Map, Exhibit C-1 include Suburban Residential, Rural Ranch, and Special Development Area. Prior to the approval of a zoning map amendment application, the Petitioner shall file an application for a comprehensive plan future land use map amendment changing the future land use area south of SH 78 to a Commercial Mixed Use

designation.

(2) A zoning map amendment application may be filed at any time after the petition for annexation has been found to be valid in accordance with the provisions of Section 31-12-107, C.R.S. The Planning and Zoning Commission may hear the application for zoning and make its recommendations thereon prior to annexing the Property, but the proposed zoning ordinance shall not be passed on final presentation prior to the date the ordinance approving the annexation of the Property, and the final approval of an ordinance amending to the Pueblo Regional Comprehensive Plan's Future Land Use Map.

(3) No rights shall exist in Petitioner nor with respect to the Property arising from any preexisting subdivision or use at the time of annexation. No subdivision of the Property shall be approved prior to the time the ordinance annexing and zoning the Property is approved on final presentation. No application for subdivision of all or any part of the Property shall be submitted to or considered by the City until after the Overall Development Plan has been approved by the Planning and Zoning Commission; provided, however, that if the Property is intended to be included in a single subdivision, the application for such subdivision may be submitted at the time the Overall Development Plan is submitted to the Planning and Zoning Commission.

(4) No later than ninety (90) days after the effective date of the Ordinance annexing the property, Petitioner shall cause of the portion of the Property north of State Highway 78 containing approximately 125 acres, as shown on the attached Land Use Plan, Exhibit C-2, to be zoned Agricultural One (A-1) serving as an interim A-1 zone district for a period up to but not to exceed 180 months from the date of this Annexation Agreement. No building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure within any portion of the Property classified as Agricultural One (A-1) zone district until after that portion of the Property is zoned in the land use classification most nearly corresponding to the land use classification into which such land has been classified under the City's comprehensive plan. No building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure within the approximately 125 acres described above until the property is subdivided in accordance with Title XII, Chapter 4 of the Pueblo Municipal Code of Ordinances or as same may hereby be amended.

(5) No later than ninety (90) days after the effective date of the ordinance annexing the Property, Petitioner shall cause the portion of the Property south of State Highway 78 containing approximately 175 acres, as shown on the attached Land Use Plan, Exhibit C-2, to be zoned into a R-6 Multiple-Residential and Commercial District which constitutes the zone district most nearly corresponding to the land use classification into which the Property has been classified or may in the reasonable future be classified under the City's comprehensive plan. If the Property is not so zoned, no building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure within any part of the Property.

(6) The zoning provisions of this Article III relate to the initial zoning of the Property after annexation. Such zoning is not guaranteed, and the City Council of Pueblo retains its full discretion with respect to such zoning. Nothing contained in this Article III shall be construed to limit the power of the City Council of Pueblo to rezone the Property or any part thereof after approval of the initial zoning of the Property after annexation.

IV. PUBLIC FACILITIES

The Petitioner shall dedicate land and right-of-way for public uses and facilities necessary and required to serve the Property in accordance with the approved Overall Development Plan or required as a result of the development of the Property as determined by the City, in its sole discretion, including, but not limited to, sanitary and storm sewers, drainage ways and facilities, utilities, streets, roadways, trail systems, parks and open space. The Petitioner at its expense shall timely construct and install all on-site improvements and off-site improvements necessary and required to serve the Property or required as a result of the development of the Property as determined by the City, in its sole discretion, including, but not limited to, trails, parks, streets, street lights, curbs and gutters, sidewalks, bridges, traffic control devices, sanitary sewers, storm sewers, drainage and channel improvements and facilities, but excluding public buildings such as fire stations. All such improvements shall meet and comply with applicable City Ordinances in effect at the time of installation of such improvements.

V. UTILITIES

The Petitioner shall comply with all applicable City of Pueblo (sanitary and storm sewers), Xcel Energy (natural gas), the applicable electric utility franchised and holding a Certificate of Public Convenience and Necessity for electric service within the annexed area, Comcast of Colorado IV, LLC (cablevision), Pueblo Water (water), and authorized ILEC and CLEC (telephone/data transmission) for the installation of mains, lines, stations, and any other appurtenant utility facilities in effect at the time of such installation. All existing and new power lines less than 30,000 volts and all other overhead utilities within the Property shall be installed underground.

VI. COMPLIANCE WITH ORDINANCES

Except as otherwise specifically provided in this Annexation Agreement to the contrary, the development, subdivision and zoning of the Property shall meet and comply with all applicable ordinances, resolutions, regulations, and standards of the City now existing or hereinafter enacted or amended.

VII. BINDING EFFECT

The covenants, restrictions, and agreements herein set forth are covenants running with the Property, shall run with and bind the Property, and shall extend to and be binding upon the Petitioner and its legal representatives, successors, assigns and transferees. The Petitioner expressly accepts and agrees to the covenants, restrictions, and agreements set forth herein by execution of this Annexation Agreement and by the filing of its petition for annexation. If Petitioner defaults in any of its obligations under this Annexation Agreement, including, without limitation, land dedication obligations, City, upon notice given to Petitioner specifying the default, may withhold all subdivision, special area plan, and other development approvals as well as building and occupancy permits for any building or structure within the Property until such default has been corrected to the reasonable satisfaction of the City.

VIII. AMENDMENTS

Amendments to this Annexation Agreement may only be made through formal petition to and approval by Ordinance of the City Council after such amendment has been submitted to and reviewed by the appropriate City Departments and such Departments have submitted their findings and recommendations to the City Council. All amendments to the Overall Development Plan must be approved by the Planning and Zoning Commission after review and recommendation by the appropriate City Departments.

IX. SEVERABILITY

If any section, clause, or other provision of this Annexation Agreement is for any reason determined to be invalid or unenforceable by any court of competent jurisdiction, such determination shall not affect any of the remaining provisions of this Annexation Agreement.

X. VESTED RIGHTS

As a condition of and in consideration of the City annexing the Property, the Petitioner, for itself and its successors and assigns, waives and releases all previously acquired or existing vested property rights attached to or established with respect to the Property.

The Petitioner acknowledges and agrees that neither this Annexation Agreement nor any provision hereof, nor the annexation of the Property to the City, nor the approval of the Overall Development Plan, zoning or subdivision, either separately or jointly (a) creates or establishes a vested property right in or for the benefit of the Petitioner or its successors or assigns, or with respect to the Property; or (b) constitutes a site-specific development plan. The terms “vested property right” and “site-specific development plan” shall have the same meaning as set forth in Section 17-12-2 of the Pueblo Municipal Code and §24-68-101, et seq., C.R.S.

XI. BUILDING PERMITS

No building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department to occupy, construct or install any building, structure or other improvement on the Property except within a subdivision approved by the City after adoption of the ordinance annexing the Property which meets and complies with this Annexation Agreement and City’s ordinances, standards, and regulations.

XII. DISCONNECTION

(1) Disconnection by Petitioner. Petitioner acknowledges and agrees that upon annexation of the Property, the Property shall become subject to this Annexation Agreement, the Charter, ordinances and rules and regulations of the City, but that City shall not have any obligation to furnish or extend municipal services to the Property. Petitioner may, three (3) or more years after annexation, petition under §31-12-119, C.R.S. for disconnection from the City if the City does not, upon reasonable demand, provide the same municipal services to the Property on the same general terms and conditions as the rest of the City receives.

(2) Disconnection by City. If Petitioner defaults in any provision or condition of this Annexation Agreement and such default is not cured within ninety (90) days after written notice specifying the default is given by City to Petitioner, or, if the default is one which cannot be cured within said 90-day period, and Petitioner fails to undertake the cure of such default within said 90-day period and diligently prosecutes same to completion, proceedings may be instituted by the City to disconnect the Property from the City, and for such purpose, the Petitioner irrevocably consents to such disconnection proceedings and waives any and all rights to contest such disconnection.

XIII. CONTRACTUAL NATURE OF ANNEXATION AGREEMENT

The terms, conditions and obligations of this Annexation Agreement are and shall be construed to be purely contractual in nature, as terms, conditions and obligations voluntarily agreed to by City and Petitioner prior to annexation of the Property to the City. The terms, conditions and obligations imposed on Petitioner and the Property by this Annexation Agreement are not nor shall they individually or cumulatively be construed to be conditions upon granting land-use approvals within the meaning of §§29-20-201 to 29-20-204, C.R.S.

XIV. SPECIAL IMPROVEMENTS AND DEDICATIONS AND SYSTEM DEVELOPMENT FEES

In addition to the on-site and off-site improvements and land dedications required to be made by the provisions of this Annexation Agreement, Petitioner will construct and install the improvements, dedicate the land, and pay or cause to be paid any system development fees described in Exhibit C attached hereto and incorporated herein. The improvements, dedications, and system developments described in said Exhibit C are in addition to and not in substitution for any improvements or dedications otherwise required by this Annexation Agreement.

XV. MISCELLANEOUS

(1) Notice. All notices or other communications hereunder shall be sufficiently given and shall be deemed given when personally delivered, or mailed by registered or certified mail, postage prepaid, addressed as follows:

- | | | |
|-----|-----------------------|---|
| (a) | if to the City: | Mayor, City of Pueblo
1 City Hall Place, 2 nd Floor
Pueblo, CO 81003 |
| (b) | copy to: | City Attorney
1 City Hall Place, 3 rd Floor
Pueblo, CO 81003 |
| (c) | if to the Petitioner: | Heath A. Herber, Manager
Pueblo Recreation Investors, LLC
2727 Glen Arbor Drive
Colorado Springs, CO 80920 |

(d) copies to: Craig Dossey, President
Vertex Consulting Services
P.O. Box 1385
Colorado Springs, CO 80901

or to such other address as either party by written notice given hereunder may designate.

(2) Governing Law and Venue. This Annexation Agreement shall be governed and construed in accordance with the laws of the State of Colorado, without regard to conflict of law principles. Venue for any action arising out of this Annexation Agreement shall be Pueblo County, Colorado.

(3) No Third Party Beneficiaries. Nothing in this Annexation Agreement expressed or implied is intended to or shall be construed to confer upon, or to give to, any person other than the City and the Petitioner any right, remedy or claim under or by reason of this Annexation Agreement or any covenant, condition or stipulation hereof; and all the covenants, agreements and stipulations in this Annexation Agreement contained by and on behalf of the City or the Petitioner shall be for the exclusive benefit of the City and the Petitioner.

(4) Singular, Plural. Unless the context requires otherwise, words denoting the singular may be construed as denoting the plural. Words of the plural may be construed as denoting the singular. Words of one gender may be construed as denoting the other gender, if applicable.

(5) Entire Agreement. All prior discussions, representations, understandings and agreements, whether oral or written, between the parties with respect to the subject matter of this Annexation Agreement are merged in this Annexation Agreement, which constitutes the entire agreement between the parties.

(6) Liability of City. This Agreement is not as and shall not be interpreted as a waiver of the rights and protections given to the City by the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq. In addition, in no event shall City, its officers, agents or employees be liable to Petitioner for damages, including without limitation, compensatory, punitive, indirect, special or consequential damages, resulting from or arising out of or related to this Agreement or the performance or breach thereof by City or the failure or delay of City in the performance of any covenant or provision under this Agreement on its part to be performed. In consideration of City entering into this Agreement, Petitioner hereby waives and discharges City, its officers, agents and employees from all claims for any and all such damages. No breach, default, delay or failure of City under this Agreement shall be or be construed to be a waiver, discharge or release of Petitioner's obligations under this Agreement. In the event of a breach of this Agreement by the City, Petitioner's sole and exclusive remedy shall be to bring an equitable action for specific performance in the District Court of Pueblo County, Colorado. Such violations may be restrained, or such obligations enforced by injunction at the instance and request of Petitioner without the showing of any special damages or an inadequate remedy at law.

Executed at Pueblo, Colorado as of the day and year first above written.

CITY OF PUEBLO, a Municipal Corporation

[S E A L]

Attest: _____
City Clerk

By: _____
Heather Graham, Mayor

APPROVED AS TO FORM:

City Attorney

PETITIONER:

PUEBLO RECREATION INVESTORS, LLC,
A COLORADO LIMITED LIABILITY
COMPANY:

By: _____
Heath A. Herber
Manager

STATE OF COLORADO)
COUNTY OF PUEBLO) ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Heather Graham as Mayor of the City of Pueblo and Marisa Stoller as City Clerk of Pueblo, a Municipal Corporation.

Witness my hand and official seal.

My commission expires: _____

[S E A L]

Notary Public

STATE OF COLORADO)
COUNTY OF EL PASO) ss.

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by Heath A. Herber, _Pueblo Recreation Investors, LLC, a Colorado limited liability
company.

Witness my hand and official seal.

My commission expires: _____

[S E A L]

Notary Public

Exhibit A

PUEBLO RECREATION RESORT ANNEXATION NO. 1

1. AREAS TO BE ANNEXED:

NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M., LESS COLORADO STATE HIGHWAY No. 78 RIGHT-OF-WAY.
CONTAINING 79.80 ACRES, MORE OR LESS

2. PROPOSED NEW CITY LIMITS LINE:

DESCRIPTION NO. 1:

BEGINNING FROM THE WEST ONE-QUARTER CORNER OF SECTION 17; THENCE N. 89°29'49" E., A DISTANCE OF 2,641.73 FEET TO THE CENTER CORNER OF SECTION 17; THENCE S. 01°06'18" E., A DISTANCE OF 1,071.69 FEET TO THE NORTH RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78.

AND

DESCRIPTION NO. 2:

BEGINNING FROM THE WEST ONE-SIXTEENTH CORNER OF THE SOUTHWEST ONE-QUARTER OF SECTION 17; THENCE N. 89°08'39" E., A DISTANCE OF 2,293.46 FEET TO THE NORTH RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78.

AND

DESCRIPTION NO. 3:

COMMENCING FROM THE SOUTH ONE-QUARTER CORNER OF SECTION 17; THENCE N. 05°05'06" W., A DISTANCE OF 1,327.20 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78 AND THE POINT OF BEGINNING; THENCE N. 89°08'39" E., A DISTANCE OF 92.12 FEET TO THE SOUTHEAST CORNER OF THE NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 17; THENCE N. 01°06'18" W., A DISTANCE OF 75.08 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78.

3. CERTIFICATION OF PERIMETER:

AT LEAST ONE-SIXTH OF THE BOUNDARY OF THE LAND DESCRIBED IN THE ANNEXATION ABOVE IS NOW EXISTING CITY LIMITS LINE. THE COMPLETE ANNEXATION IS WITHIN 3 MILES OF THE PRESENT CITY LIMITS.

AREA TO BE ANNEXED:

AND

PUEBLO RECREATION RESORT ANNEXATION NO. 2

1. AREAS TO BEANNEXED:

SOUTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M., LESS COLORADO STATE HIGHWAY No. 78 RIGHT-OF-WAY.
CONTAINING 72.88 ACRES, MORE OR LESS

AND

NORTHWEST ONE-QUARTER OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M., LESS COLORADO STATE HIGHWAY NO. 78 RIGHT-OF-WAY AND LESS THAT PORTION OF THE NORTHWEST ONE-QUARTER OF SECTION 20 OWNED BY WESTERN POWER AND GAS COMPANY.
CONTAINING 146.88 ACRES, MORE OR LESS

2. PROPOSED NEW CITY LIMITS LINE:

DESCRIPTION NO. 1:
BEGINNING FROM THE WEST ONE-SIXTEENTH CORNER OF THE SOUTHWEST ONE-QUARTER OF SECTION 17; THENCE S. 01°10'57" E., A DISTANCE OF 1,340.14 FEET TO THE SOUTHWEST CORNER OF SECTION 17/NORTHWEST CORNER OF SECTION 20; THENCE S. 01°20'09" E., A DISTANCE OF 325.60 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78.

AND

DESCRIPTION NO. 2:
BEGINNING FROM THE EAST ONE-SIXTEENTH CORNER OF THE SOUTHWEST ONE-QUARTER OF SECTION 17; THENCE S. 01°06'18" E., A DISTANCE OF 1,323.60 FEET TO THE SOUTH ONE-QUARTER CORNER OF SECTION 17; THENCE S. 01°10'33" E., A DISTANCE OF 2,529.83 FEET; THENCE S. 89°55'17" W., A DISTANCE OF 2,474.00 FEET; THENCE N. 09°05'15" W., A DISTANCE OF 1,167.84 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 20; THENCE N. 01°20'09" W., A DISTANCE OF 813.97 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78.

3. CERTIFICATION OF PERIMETER:

AT LEAST ONE-SIXTH OF THE BOUNDARY OF THE LAND DESCRIBED IN THE ANNEXATION ABOVE IS NOW EXISTING CITY LIMITS LINE. THE COMPLETE ANNEXATION IS WITHIN 3 MILES OF THE PRESENT CITY LIMITS.

EXHIBIT B

“Petitioner owns Property in fee simple subject to encumbrances on title, as detailed in Schedule B, Parts I and II, of the Land Title Guarantee Company title commitment with an effective date of September 26, 2022, which was provided to the City by the Petitioner’s representative via email transmittal on August 1, 2024. All encumbrances on title are acceptable by the City for the purpose of annexation of the Property.”

EXHIBIT C

SPECIAL IMPROVEMENTS AND DEDICATIONS

PUEBLO RECREATION RESORT ANNEXATIONS (A-24-02 & A-24-03)

ANNEXATION AGREEMENT

1. Off-Site Roadways

In compliance with the latest version of the Pueblo Area Council of Governments Long Range Transportation Plan (Roadway Corridor Preservation Plan), the City of Pueblo will identify for the Petitioner the alignment of off-site freeways, expressways, arterials, and collectors, which provide connectivity to the Property. Petitioner will cause all local roadways within the Property to connect with all adjoining publicly dedicated local roadways.

2. Accesses to Property

The existing roadway access to the Property, shown on the attached Exhibit C-3, is from State Highway 78 and a future extension of Lake Avenue, both of which are described in paragraphs a and b below, along with provisions for secondary access to and from the Property described in paragraph c below.

a. State Highway 78. State Highway 78 (“SH78”), which is within Pueblo’s corporate city limits, extends in a southwesterly direction and diagonally intersects the Property, as described and shown on Exhibit C-3. The State of Colorado Department of Transportation (CDOT) controls access to State Highway 78 adjacent to the development. The Petitioner shall coordinate with the CDOT regarding all access permitting and construction to State Highway 78.

Petitioner shall, at its sole cost and expense, not later than one-hundred eighty (180) days after the issuance of the first building permit for construction within the first subdivision that includes any portion of the Property (a) obtain a permit from the Colorado Department of

Transportation (CDOT) that provides access to the Property from State Highway 78, and will bear all cost of obtaining the access permit, design, and construction of all improvements required by the permit, (b) dedicate to the public or deed to the City right-of-way based on the classification of the roadway within the Pueblo Roadway Development Plan in an alignment approved by the Director of Public Works between SH 78 and the Property, and (c) construct and install all improvements required by CDOT and the access permit. Unless otherwise authorized in the sole and absolute discretion of City, Petitioner shall be responsible and liable for any future modification of such permit based upon changes in land use and access use within the Property as may be required and granted by CDOT. All such costs and expenses incurred by Petitioner may be eligible for Cost Recovery from adjoining property owners as provided in Section 12-4-12 of the Pueblo Municipal Code.

b. Lake Avenue. Lake Avenue is a future planned roadway that will extend both to the north and south of SH 78 and extend through the Property to the southern boundary in an alignment approved by the Director of Public Works as generally described and shown on Exhibit C-3. The section of Lake Avenue south of SH 78 shall be designed as a Principal (Major Arterial) roadway with a one-hundred twenty (120) foot right-of-way. The one hundred twenty (120) foot right-of-way may be required to be expanded to no greater than a maximum of one hundred sixty-five (165) feet in specific roadway segments if the traffic study results warrant additional width to accommodate turn lanes or other improvements at full movement intersections. The classification of Lake Avenue north of SH 78 shall be determined at the time of approval of an Overall Development Plan as identified and described in Article II.

Provisions for the right-of-way dedication and phased roadway development plan for Lake Avenue shall also be included within any Subdivision Improvement Agreement pertaining to the future subdivisions within the Property. If not already constructed to the Interim Roadway Standard

approved by the Director of Public Works, Petitioner shall be required to construct the portion of Lake Avenue south of SH 78 to the Interim Roadway Standard as depicted in Exhibit C-4. Lake Avenue, upon the construction to the Interim Roadway Standard and acceptance by the City, shall be owned and maintained by the City except for any landscaped medians and landscaping at the outside edges of the right-of-way as depicted in Exhibit C-4. Landscaped medians and landscaping along the outside edges of the right-of-way shall be maintained by the Petitioner, a metropolitan district, or a development association. If Lake Avenue is already constructed to the Interim Roadway Standard, the Petitioner shall be required to construct the remaining build out of the roadway in compliance with the schedule of such traffic improvements included within the Transportation Plan approval by the Director of Public Works.

c. Secondary Access. The Petitioner shall provide secondary access to the Property in accordance with the 2015 International Fire Code as amended and as enacted in City Ordinance 8900. The alignment, design, construction and installation of the secondary access shall be approved by the Director of Public Works.

Petitioner may be eligible for Cost Recovery from adjoining property owners for secondary fire apparatus access constructed outside the Property as provided in Section 12-4-12 of the Pueblo Municipal Code. City may refuse to approve any subsequent subdivision or issue building permits until such secondary access is provided.

3. Roadway Design and Alignment

All Road Improvements will be constructed in conjunction with the development of each area shown on attached Exhibit C-3 and as otherwise provided in the Annexation Agreement. All such roadways shall be designed and aligned in accordance with the Roadway Classification Design Standards and Policies and the City's Standard Construction and Standard Details (Revised: April 11, 2022) or as same may be hereafter amended and in accordance with construction plans. All

designs and plans shall be approved by the Director of Public Works.

Petitioner acknowledges and agrees that, if Petitioner fails to construct the Roadway Improvements as herein agreed or defaults on any other provision of this Exhibit C or the Annexation Agreement, the City shall have all legal remedies available at law or in equity to enforce Petitioner's construction obligation and any other obligations including but not limited to a legal action against Petitioner for breach of contract and/or default on an indebtedness. In addition, and as set forth elsewhere in the Annexation Agreement, the City may withhold building permits, occupancy permits, subdivision approvals, zoning approvals and all other governmental grants of authority until such time as Petitioner shall have cured any default in performance under Exhibit C or the Annexation Agreement as a whole.

If not previously done, the Petitioner, at its sole cost, shall dedicate or convey by general warranty deed the necessary right-of-way in an alignment that is acceptable to the Director of Public Works. Such dedication or conveyance shall be completed within one hundred (180) days after the adjacent portion of the Property is subdivided.

4. Sanitary Sewer

Prior to, or at the time of subdivision, Petitioner is responsible for completing a flow analysis report, Jackson Ranch Sanitary Sewer Master Plan, for the proposed sanitary sewer system and City's existing sanitary sewer system. The flow analysis report shall identify the location(s) of the connection(s) for the proposed subdivision to the existing sanitary sewer system. Based upon the flow analysis of both the proposed and the City's existing sanitary sewer system; if any portion of City's existing sanitary sewer, that would carry wastewater flows from Property is at capacity, Petitioner shall construct and install, at Petitioner's sole expense, additional sewer lines, mains, pump stations, and/or upgrades to pump stations in order to provide sanitary sewer service to the Property. The size, location and capacity of such sewer lines, mains, and pump stations will be

determined by the Director of Wastewater, based upon the Sanitary Sewer Design Criteria and Policies for the City of Pueblo published February 22, 2010 or as same may be hereafter amended. Such additional sewer lines, mains, pump stations shall be installed as part of the public improvements required for subdivisions within the Property as determined by the Director of Wastewater.

In order to comply with the City of Pueblo's Discharger Specific Variance from the Colorado Water Quality Commission, as amended, the Petitioner shall be required to have all manholes epoxy coated to eliminate the infiltration of ground water into sanitary sewer lines, and any other additional regulations pertaining to Pueblo's Discharger Specific Variance for the sanitary sewer system within the Property.

Depending upon the point of connection to the sanitary sewer system and additional capacity resulting from the construction of the sewer mains, the Petitioner may incur and have to pay and/or be eligible for Cost Recovery per Section 16-5-5 of the Pueblo Municipal Code for all or a portion of the cost of the sewer main extension or improvements to the existing sanitary sewer system. In order to be eligible for cost recovery, Petitioner must comply with and meet the requirements and conditions of said section 16-5-5.

It shall be the Petitioner's responsibility, at its sole cost, to secure any permits that may be required by Pueblo County for the installation of the sanitary sewer lines outside of the city limits of Pueblo.

5. Stormwater

All stormwater flows from subdivisions within the Property must be detained as determined by the Director of Stormwater. All stormwater releases shall meet NPDES stormwater quality requirements. The Petitioner shall acquire and dedicate at its sole expense all easements for such purposes. The Petitioner also shall construct and install at its sole expense a stormwater drainage

system and detention facility in compliance with the City's Drainage Criteria Manual (April, 2023)) and the City's Standard Construction Specifications and Standard Details (April 11, 2022) or as same may be later amended and as shown on construction plans approved by the Director of Public Works.

To the maximum extent practicable as determined by the Director of Public Works, Petitioner must reduce the peak flows and run-off volumes from the Property through stormwater detention facilities to levels that existed before the Property was developed, or to levels that are capable of being handled by the downstream drainage facilities, whichever is less.

Prior to the approval of any subdivision of land within the Property, the subdivision drainage report and drainage facilities must be approved by the City's Director of Public Works.

6. Off-Site Roadway, Sanitary Sewer, and Stormwater Rights-of-Way Acquisition

If not already dedicated to the public or deeded to the City, it will be the Petitioner's responsibility, at its sole cost and expense, to acquire, dedicate and grant to the public or deed to the City, by warranty deed or other conveyance deemed acceptable by City, in widths and alignments according to the approved Sanitary Sewer, Transportation, and Drainage Master Plans, any off-site sanitary sewer rights-of-way to connect from a point on the City's existing sanitary sewer system, off-site roadway rights-of-way to comply with primary roadway and secondary access requirements in widths and alignments acceptable to the Director of Public Works and any required rights-of-way for stormwater flow and/or detention/retention facilities.

If Petitioner, after good faith efforts as determined in the sole and absolute discretion of City, is not able to acquire from the property owners off-site sanitary sewer, off-site roadway rights-of-way and/or stormwater rights-of-way in alignments acceptable to the City, the City will, to the extent legally authorized, exercise its power of eminent domain to acquire the off-site sanitary sewer and/or off-site roadway rights-of-way. Petitioner shall be responsible for and shall pay all compensation

for the land taken; damages, if any, to the residue of the owner's property, relocation assistance and costs, if any, and all other costs and expenses of condemnation, including, without limitation, appraisals, title insurance, engineering, expert witness, and attorney costs and fees ("Condemnation Costs"). Petitioner shall within ten (10) days, after request by the City, deposit with the City an estimate of Condemnation Costs as determined by the City Attorney before the City will commence condemnation proceedings. Petitioner shall pay the balance of the Condemnation Costs within ten (10) days after request therefor. If Petitioner fails to exercise good faith in acquiring the off-site sanitary sewer, or off-site roadway rights-of-way and/or off-site stormwater rights-of-way or fails to timely pay the estimate of Condemnation Costs or the balance of Condemnation Costs, City may refuse to approve the issuance of building permits to construct structures or buildings within the Property in addition to its authority not to exercise eminent domain.

7. Fire Protection Water Supply

The Petitioner, in accordance with the 2015 International Fire Code as amended and as enacted in City Ordinance 8900, shall provide and maintain an approved water supply capable of supplying the required fire flow for fire protection to premises upon which facilities, buildings or portions of buildings are currently constructed, or hereafter constructed or moved into or within the jurisdiction. A water supply shall consist of reservoirs, pressure tanks, elevated tanks, water mains or other fixed systems capable of providing the required fire flow. Reservoirs, pressure tanks, and elevated tanks shall only be considered as an acceptable water supply by the City's Fire Chief, for facilities or buildings that have been constructed on the premises prior to annexation. Fixed system water mains, including fire hydrants, that are public, private, or a combination of both, shall be required for facilities, buildings or portion of buildings that have been constructed on the premises after annexation. Fire flow requirements for buildings or portions of buildings and facilities shall be determined as outlined in Appendix B of the International Fire Code as amended and enacted.

8. Public Safety Fee

To fund the cost and expenses of providing funding for public safety for the police and fire departments related to the developing the Property, Petitioner and any subsequent owner of all or any part of the Property shall, as a condition of approval of the annexation, and as a condition of issuing a building permit for the construction within the Property, pay a Public Safety Fee calculated by the square foot of floor space for each new building to be constructed on the Property (“Fee”) based on the following fee schedule:

Residential Building Permits	55.3 cents per square foot of floor space
Commercial Building Permits	15.9 cents per square foot of floor space
Industrial Building Permits	1.5 cent per square foot of floor space

The Fee for existing buildings shall be paid to the City within ten days after the annexation ordinance is approved by City Council. The Fee for any new building construction shall be paid to the City when a building permit is issued for each new building. The Fee shall be deposited by the City in an interest bearing escrow account identified as the “Public Safety Account.” Funds deposited into the Public Safety Account shall be used solely to pay for the cost of operation, administration, maintenance, repair, improvement, renewal, replacement and construction of new public safety areas of the city and related costs.

An annual cumulative rate adjustment will be made based on the Consumer Price Index (CPI-U) for the Denver, Colorado MSA for the period of time between approval of the annexation and development. The adjustment shall be the percent change in the CPI for the calendar year ending December 31st of each year.

9. Telecommunications

As incorporated within a Phasing Plan approved as part of a Subdivision Improvement Agreement, Petitioner shall, at its sole expense, design and install a 4” underground fiber optic data

transmission conduit (“Fiber Conduit”) within the right-of-way of Lake Avenue from the northern to the southern boundary of the Property according to the phased development of Lake Avenue in a location, alignment and depth approved by the Director of Information Technology. The underground fiber optic data transmission conduit shall be owned and managed by the City. The Fiber Conduit can be installed in coordination with the sanitary sewer main installation within the right-of-way of Lake Avenue. The installation of the conduit shall contain tracer wire. The design and installation of the Fiber Conduit shall also include underground vaults (“handholds”) at both ends of the conduit and every one-thousand foot of conduit that provides access to the fiber optic cable for maintenance and repairs.

EXHIBIT C-1

Regional Comprehensive Plan Future Land Use Amendment

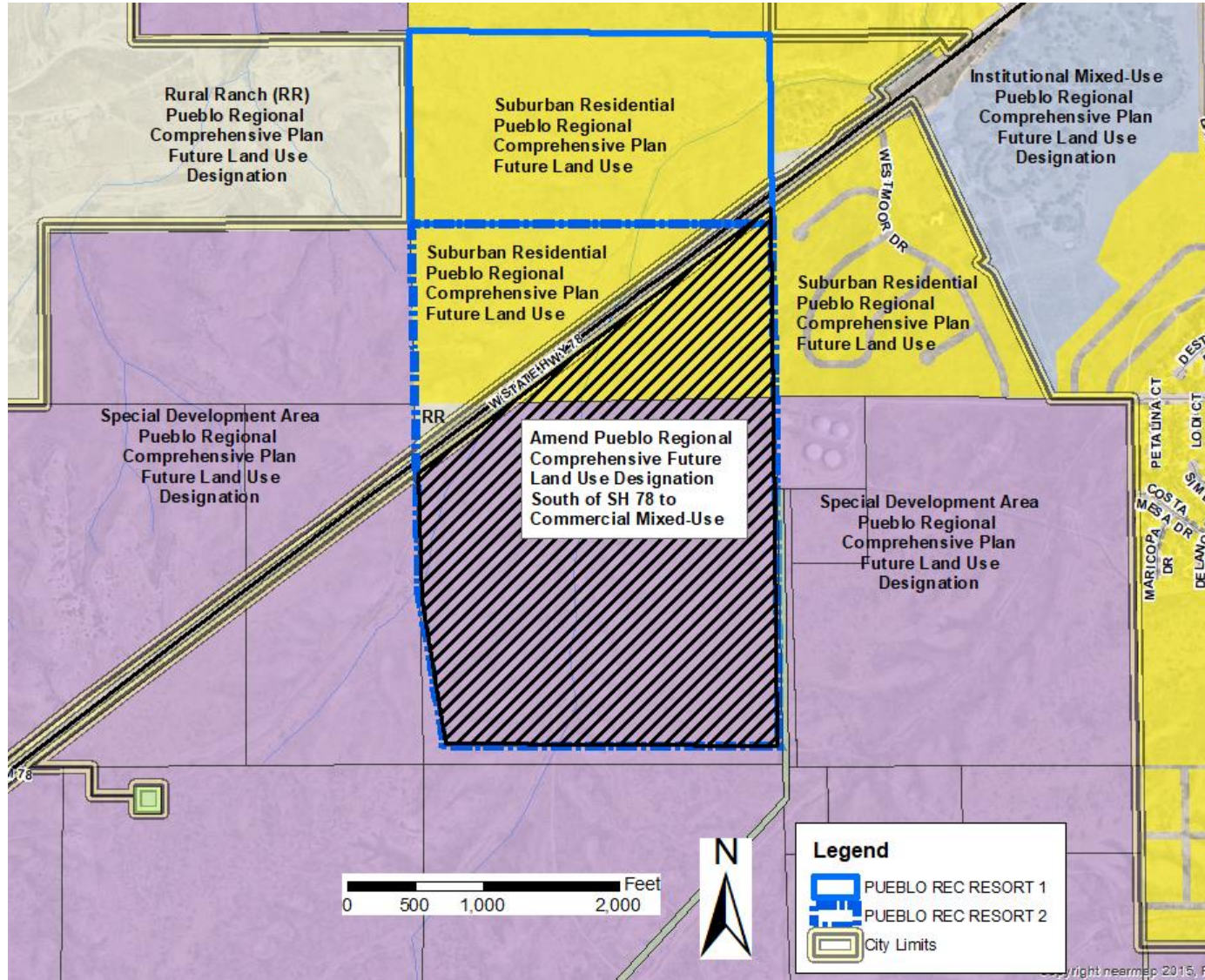


EXHIBIT C-2
Land Use & Future Zoning

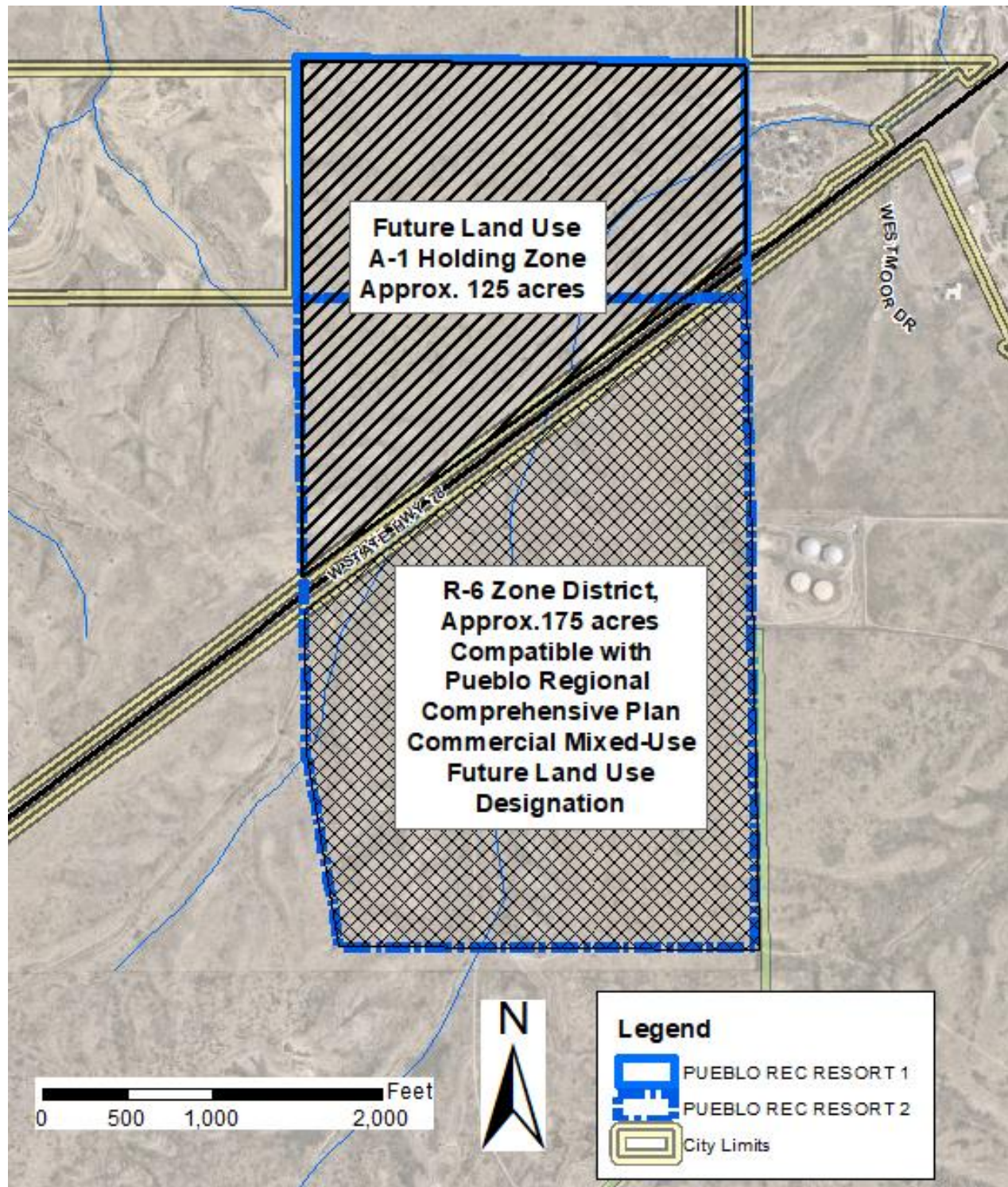


EXHIBIT C-3
Roadway Access

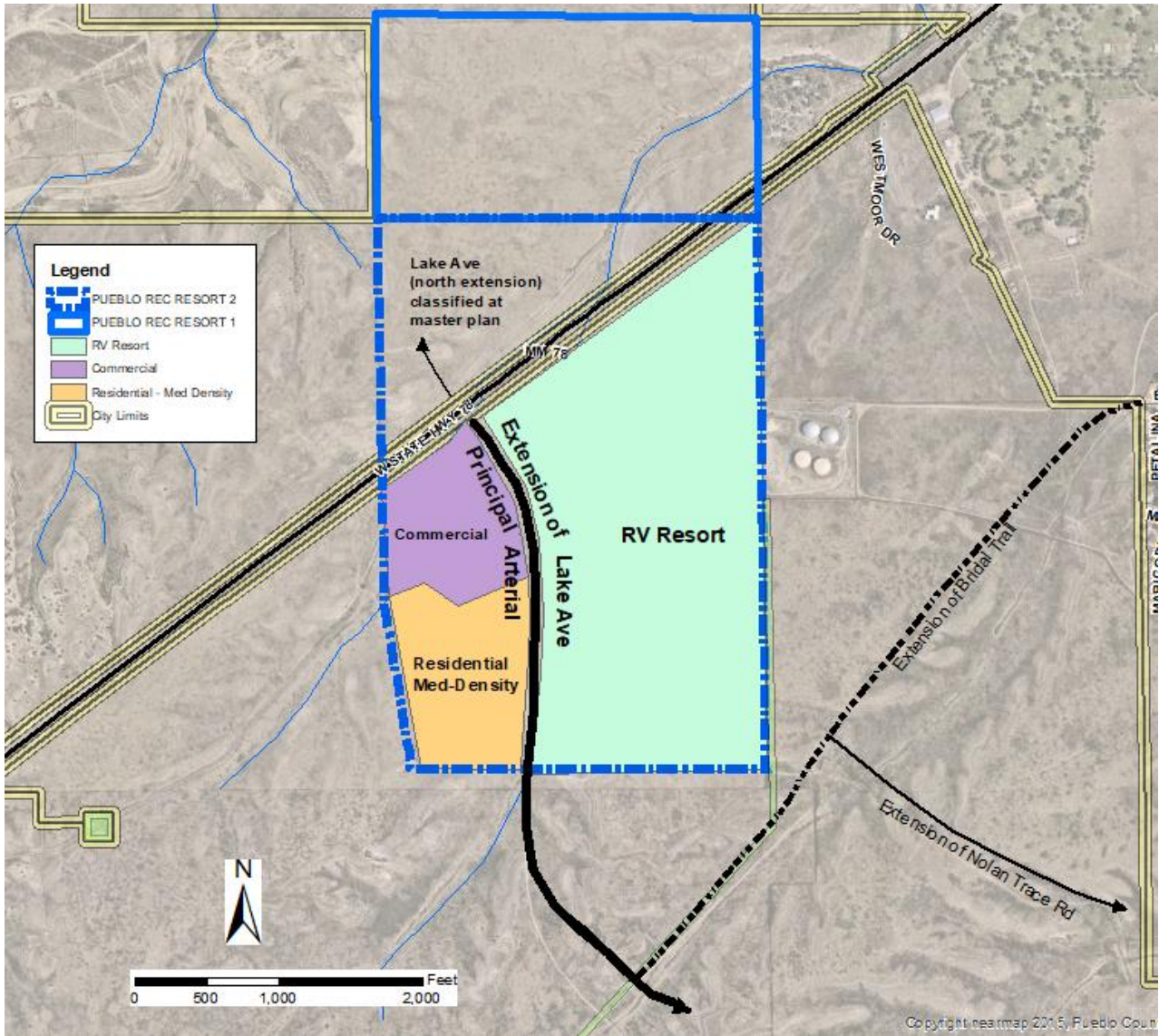
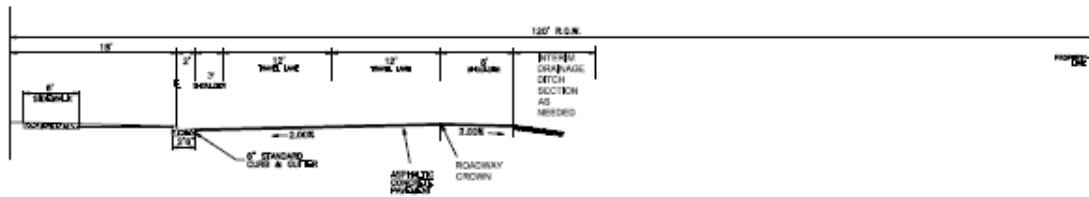


EXHIBIT C-4

Interim Principal (Major) Arterial Roadway Standard

Arterial – Major Arterial (INTERIM 2-LANE)	
Land Use	Mixed Use
Function	Provides for continuous traffic movement connecting neighborhoods, areas and regional features at higher speeds with limited access.
Speed Limit	40 to 45 mph
Roadway Width	80' (INTERIM 37")
ROW	120'
Median	All principal arterials are divided roadways (NO MEDIAN FOR 2-LANE INTERIM)
Off-Street Parking	Adjacent properties must comply with zone district regulations
Sidewalk	6' minimum detached sidewalk or approved off road trail connection
Road Segment Length	Points of access must be approved by the Traffic Engineer and the Colorado Department of Transportation when roadway is classified as a State Highway
Emergency Access	Must retain a 20' clearance for emergency vehicles.



CROSS SECTION VARIATIONS:

w/RIGHT TURN LANES:

CROSS SECTION ON INTERSECTION APPROACHES WITH SOUTHBOUND RIGHT TURN DECELERATION LANES: 12' TURN LANE INSTEAD OF 3' OUTSIDE SHOULDER; SIDEWALK BUFFER REDUCES TO 2.75'

w/ SINGLE LEFT TURN LANES:

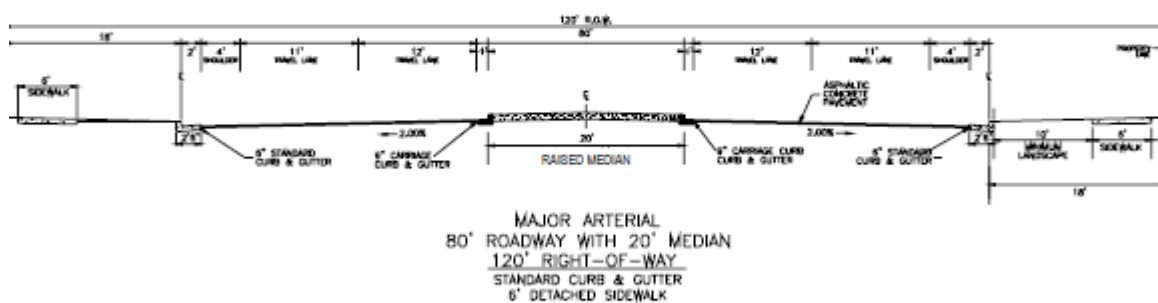
CROSS SECTION ON INTERSECTION APPROACHES WITH SINGLE NORTHBOUND OR SOUTHBOUND LEFT TURN LANES; EXPAND CROSS SECTION TO THE EAST 12' FROM THE CROWN; PROVIDE NECESSARY REDIRECT TAPERS FOR THE NORTHBOUND THROUGH LANES

w/DUAL LEFT TURN LANES:

CROSS SECTION ON INTERSECTION APPROACHES WITH DUAL NORTHBOUND LEFT TURN LANES; PROVIDE 6' ADDITIONAL RIGHT-OF-WAY EACH SIDE, SHIFT THIS CROSS SECTION 6' TO THE WEST AND EXPAND THE EAST SIDE PAVEMENT CROSS SECTION TO THE EAST 6'; PROVIDE NECESSARY REDIRECT TAPERS FOR THE NORTHBOUND AND SOUTHBOUND THROUGH LANES

General Roadway Sections and Design Criteria

Arterial – Major Arterial	
Land Use	Mixed Use
Function	Provides for continuous traffic movement connecting neighborhoods, areas and regional features at higher speeds with limited access.
Speed Limit	40 to 45 mph
Roadway Width	80'
ROW	120'
Median	All principal arterials are divided roadways
Off-Street Parking	Adjacent properties must comply with zone district regulations
Sidewalk	6' minimum detached sidewalk or approved off road trail connection
Road Segment Length	Points of access must be approved by the Traffic Engineer and the Colorado Department of Transportation when roadway is classified as a State Highway
Emergency Access	Must retain a 20' clearance for emergency vehicles.



165' ROW (for dual left turn lanes and right turn lanes at Major Intersections and 135' where cross section includes single left turn lanes and separate right turn lanes)

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday December 11, 2024 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:33 PM with Chairman Mike Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Alexandra Aznar, Lisa Bailey, and Cheryl Spinuzzi

Commissioners Absent: Chris Pasternak and Regina Maestri

Staff Members Present: David Wyatt, Assistant City Attorney; Scott Hobson, Acting Director of Planning and Community Development; Beritt Odom, Principal Planner; Wade Broadhead, Senior Planner; Hannah Prinzi, Planner.

Staff Members Absent: Cindy Capritta, Land Use Tech

Approval of the Agenda: Bailey motioned to amend the agenda to move V-23-09 and Z-24-06 to the January 8th, 2025, meeting and approve the agenda as amended, seconded by Spinuzzi

Motion Passed: 5-0

Public Meeting:

2. A-24-03 Pueblo Recreation Resort 2

Commission Action: Bailey motioned to recommend the annexation application to City Council, seconded by Spinuzzi.

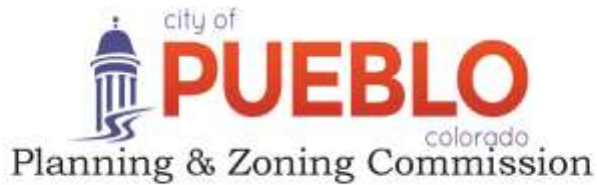
Applicants Craig Dossey and Heath Herber were sworn in and spoke in favor of the application.

Motion Passed: 5-0

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Regina Maestri
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

A-24-03

TO: City of Pueblo, Planning and Zoning Commission

FROM: Scott Hobson, Acting Director of Planning and Community Development

DATE: December 11, 2024

SUBJECT: Pueblo Recreation Resort No. 2

APPLICANT: Nina Ruiz; Vertex Co.

PROPERTY OWNER: Pueblo Recreation Investors LLC

LOCATION: Generally located east and west of State Highway 78, southwest of Ventana Subdivision, Filing No. 1, and west of the Westmoor Subdivision in unincorporated Pueblo County – 219.76 acres

EXISTING ZONE: Pueblo County Agricultural Four (A-4)

CONCURRENT REQUEST(S): Pueblo Recreation Resort No. 1 (A-24-02)

REQUEST:

The Petitioner/Applicant is requesting to annex 219.76 acres into the City. This petition is part of a series of two annexations totaling 299.56-acres. The series annexations include: 79.80 acres in Annexation No. 1 and 219.76 acres in Annexation No. 2. The property within Annexation No. 2 will be master planned following annexation with a potential mixture of land uses including a recreational RV resort, commercial development, and residential development. The proposed developments will need to comply with the future land use designations within the Pueblo Regional Comprehensive Plan, adopted in 2022, as amended.

BACKGROUND:

The petitioner submitted an annexation petition for the Pueblo Recreation Resort No. 1 Annexation totaling 219.76-acres. The Petitioner/Applicant is requesting to annex 299.56-acres into the City through a series of two annexations with Phase 1 totaling 79.80 acres and Phase 2 totaling 219.76 acres. The annexation petition was filed on February 19, 2024 by Pueblo Recreation Investors, LLC, a Colorado Limited Liability Company, for the annexation of 219.76 acres located east and west of State Highway 78, southwest of Ventana Subdivision, Filing No. 1, and west of the Westmoor Subdivision in unincorporated Pueblo County. The purpose of the annexation is to provide a potential mixture of land uses including a recreational RV resort, commercial development, and residential development. The proposed developments will need to comply with the future land use designations within the Pueblo Regional Comprehensive Plan, adopted in 2022, as amended. The property is currently identified within three separate future land categories in the 2022 Pueblo Regional Comprehensive Plan Future Land Map. These Future Land Use Categories include Suburban Residential, Rural Ranch, and Special Development Area. Following approval of the annexation, the petitioner will file an application for a comprehensive plan future land use map amendment changing

the future land use area south of SH 78 to a Commercial Mixed Use designation. Under the provisions of the annexation agreement, the petitioner will submit an application to rezone the property north of State Highway 78 containing approximately 175 acres into a R-6 Multiple-Residential and Commercial District. No building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure within the approximately 219.76 acres until after the Property is zoned in the land use classification most nearly corresponding to the land use classification into which such land has been classified under the City's comprehensive plan, and the property is subdivided in accordance with Title XII, Chapter 4 of the Pueblo Municipal Code of Ordinances or as same may hereby be amended.

ANALYSIS:

The proposed Pueblo Recreation Resort Annexation No. 1 conforms with Sections 31-12-104(1)(a) and 31-12-107(1) of the Colorado Revised Statutes and the Pueblo Municipal Codes.

ZONING, LAND USE, AND NEIGHBORHOOD COMPATIBILITY

Existing Zoning and Land Use:

Zone District	Pueblo County Agricultural Four (A-4)
Existing Land Use	Vacant/Undeveloped

Surrounding Land Uses & Zoning

North	Pueblo County Agricultural Four (A-4); Currently undeveloped
East	Pueblo County Agricultural Four (A-4) and Government Use (S-1); Currently undeveloped
South	Pueblo County Agricultural One (A-1); Currently undeveloped
West	Pueblo County Agricultural One (A-1); Currently undeveloped

Current Land Use According to Comprehensive Plan:

The Pueblo Regional Comprehensive Plan, 2022, designates the proposed annexation property as Suburban Neighborhood and Urban Reserve/Special Development Area, and Rural Ranch. Suburban neighborhood developments are defined by large, single-family residential lots with an overall density between 2 to 5 dwelling units per acre. The Special Development Area identifies potentially serviceable areas that could be suitable for future annexations, so the land use opportunities can be determined in a master plan approved by the Planning & Zoning Commission prior to any zoning and subdivision of the property. Following the approval of the annexation, the petitioner intends to file an application for a comprehensive plan future land use map amendment changing the future land use area south of SH 78 to a Commercial Mixed Use designation.

Pueblo Regional Comprehensive Plan Goals and State of the County Report:

1. The property proposed to be annexed should promote the development goals provided in the Regional Comprehensive Plan.

Staff findings: The Regional Comprehensive Plan designates this area for suburban development, Special Development Area, and Rural Ranch to be redesignated prior to the approval of any master plan, rezoning or subdivision, and development.

2. Must provide and/or fund all needed extension and expansion of water and sewer mains needed to serve the project.

Staff findings: The proposed annexation agreement requires the petitioner to prepare a Sanitary Sewer Plan certified by Professional Engineers competent in the field of sanitary sewer engineering and registered in the State of Colorado. Associated impacts on City's existing sanitary sewer system and proposed sanitary sewer system shall be identified in the Sanitary Sewer Plan, and those impacts which are reasonably attributable to the development of the property as determined by the City, in its sole discretion, shall be mitigated through the installation of sanitary sewer improvements installed by and at the expense of the petitioner. The petitioner shall construct and install, at petitioner's sole expense, additional sewer lines, mains, pump stations, and/or upgrades to pump stations in order to provide sanitary sewer service to the property. The size, location and capacity of such sewer lines, mains, and pump stations will be determined by the Director of Wastewater, based upon the Sanitary Sewer Design Criteria and Policies for the City of Pueblo published February 22, 2010 or as same may be hereafter amended. Such additional sewer lines, mains, pump stations shall be installed as part of the public improvements required for subdivisions within the Property as determined by the Director of Wastewater.

Any extension of water service to the property shall be approved by Pueblo Water and no subdivision of the property shall be approved without the approval of Pueblo Water to provide service to the Property.

3. The dedication of land and/or construction of facilities needed to expand fire and police services to the development that meet level of service standards for the rest of the city.

Staff findings: The proposed annexation agreement requires the Petitioner to dedicate land and right-of-way for public uses and facilities necessary and required to serve the Property in accordance with an approved Master Development Plan or required as a result of the development of the Property as determined by the City, in its sole discretion, including, but not limited to, sanitary and storm sewers, drainage ways and facilities, utilities, streets, roadways, trail systems, parks and open space. The Petitioner at its expense shall timely construct and install all on-site improvements and off-site improvements necessary and required to serve the Property or required as a result of the development of the Property as determined by the City, in its sole discretion, including, but not limited to, trails, parks, streets, street lights, curbs and gutters, sidewalks, bridges, traffic control devices, sanitary sewers, storm sewers, drainage and channel improvements and facilities, but excluding public buildings such as fire stations. All such improvements shall meet and comply with applicable City Ordinances in effect at the time of installation of such improvements.

Field Observations of Site:

- The proposed annexation area is vacant, undeveloped land. There are no existing roadways off of State Highway 78 with access to the proposed annexation area.

Neighborhood Compatibility

- The proposed annexation site is surrounded currently by undeveloped land that is zoned either City of Pueblo or Pueblo County Agricultural, so non-agricultural development may not be compatible with the surrounding properties.

REFERRAL AGENCIES AND COMMENTS:

- City Public Works: Approval of wording in annexation agreement
- City Transportation: Approval of wording in annexation agreement
- City Law Department: Approval of wording in annexation agreement
- Pueblo Regional Building Department: No comment
- City Fire Department: Approval of wording in annexation agreement
- Pueblo Board of Water Works: Approval of wording in annexation agreement
- City Wastewater: Approval of wording in annexation agreement
- City Stormwater: Approval of wording in annexation agreement
- City Parks and Recreation Department: Approval of wording in annexation agreement
- City GIS: No comment
- Xcel Energy: No comment
- Black Hills Energy: No Comment
- CDOT: No Comment

SPECIAL INFORMATION

STATUTORY REQUIREMENTS WHICH EXIST FOR ANNEXING PURPOSES (Colorado Revised Statutes)

1. **Section 31-12-104** – That not less than one-sixth (1/6) of the perimeter of the area proposed to be annexed is contiguous to the existing City limits (contiguity may be established by the annexation of one or more parcels in a series, which may be completed simultaneously and considered together for the purposes of the public hearing). The municipality boundaries shall not be extended more than three miles in any direction from any point of such municipal boundary in any one year.
 - The proposed annexation area will have at least one-sixth contiguous perimeter with existing City property once the Pueblo Recreation Resort Filing 1 annexation is completed.
2. **Section 31-12-105[1]-[e]** – The municipality shall have a three-mile annexation plan which is updated on an annual basis. The proposed development should be compatible with this plan.
 - The City of Pueblo adopted the updated “City of Pueblo 3-Mile Annexation Master Plan for the Year 2023” on February 13, 2023. All of the property is within three miles of the existing city limits.
 - A City of Pueblo 3-Mile Annexation Master Plan for the Year 2025” is concurrently being reviewed by the Planning & Zoning Commission and will be recommended for approval by City Council prior to the approval of the proposed annexation.

3. **Section 31-12-108.5-** An Annexation Impact Report is required for all annexations over ten acres.
 - An Annexation Impact Report for the Pueblo Recreation Resort Annexation No. 1 has been submitted to the City addressing future land uses, water and sanitary sewer extension, roadway extensions, and impacts to School District 60.

CITY OF PUEBLO ANNEXATION REQUIREMENTS:

- a) The proposed annexation must be a logical extension of the City's boundary and municipal services.

The proposed annexation is a logical extension of the City's boundary.

- b) The property shall be zoned and subdivided in conformity with the Code of Ordinances for the City of Pueblo.

Following the approval of the annexation, the petitioner intends to file an application for a comprehensive plan future land use map amendment changing the future land use area south of SH 78 to a Commercial Mixed Use designation. No later than ninety (90) days after the effective date of the ordinance annexing the Property, the petitioner shall cause the portion of the Property north of State Highway 78 containing approximately 175 acres to be zoned into a R-6 Multiple-Residential and Commercial District. If the Property is not so zoned, no building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure within any part of the Property.

- c) The petitioner shall dedicate land and rights of way for public uses and facilities required by the City.

The dedication of land and rights of way for roads and utility lines will be completed at the time of subdivision.

- d) The petitioner shall comply with all applicable requirements of the City of Pueblo's Public Works Department and other City utility companies for the installation of mains, lines, stations, or other utility facilities.

The petitioner will be required to comply with the City's Code of Ordinances for any subdivision of the property.

RECOMMENDED MOTION: Staff recommends Planning and Zoning Commission recommend approval of the annexation to City Council.

CONCLUSION:

The City staff has reviewed the annexation request and recommends approval of the annexation.

ATTACHMENTS

- A. Aerial Photograph
- B. Zoning Map
- C. Comprehensive Future Land Use Map
- D. Site Photo
- E. Annexation Plat
- F. Impact Report
- G. Draft Annexation Agreement (Refer to A-24-02 Report)

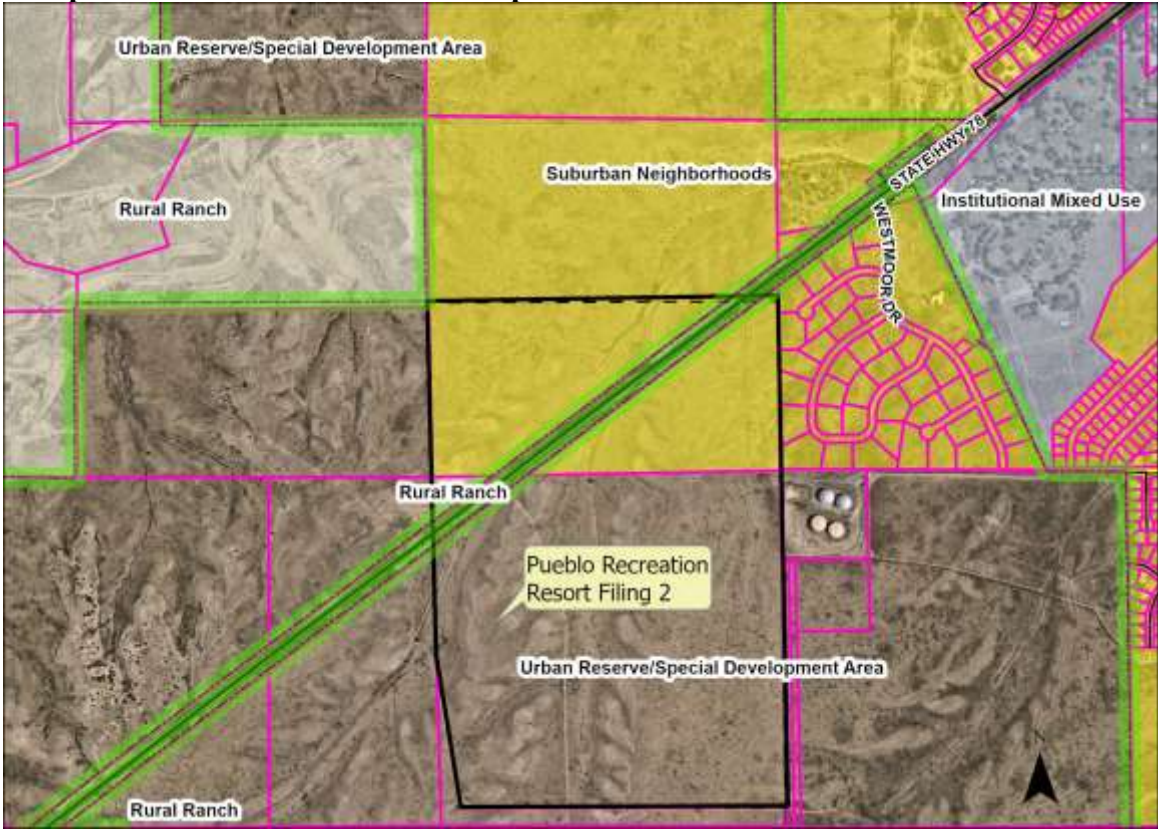
A. Aerial Photograph



B. Zoning Map



C. Comprehensive Future Land Use Map



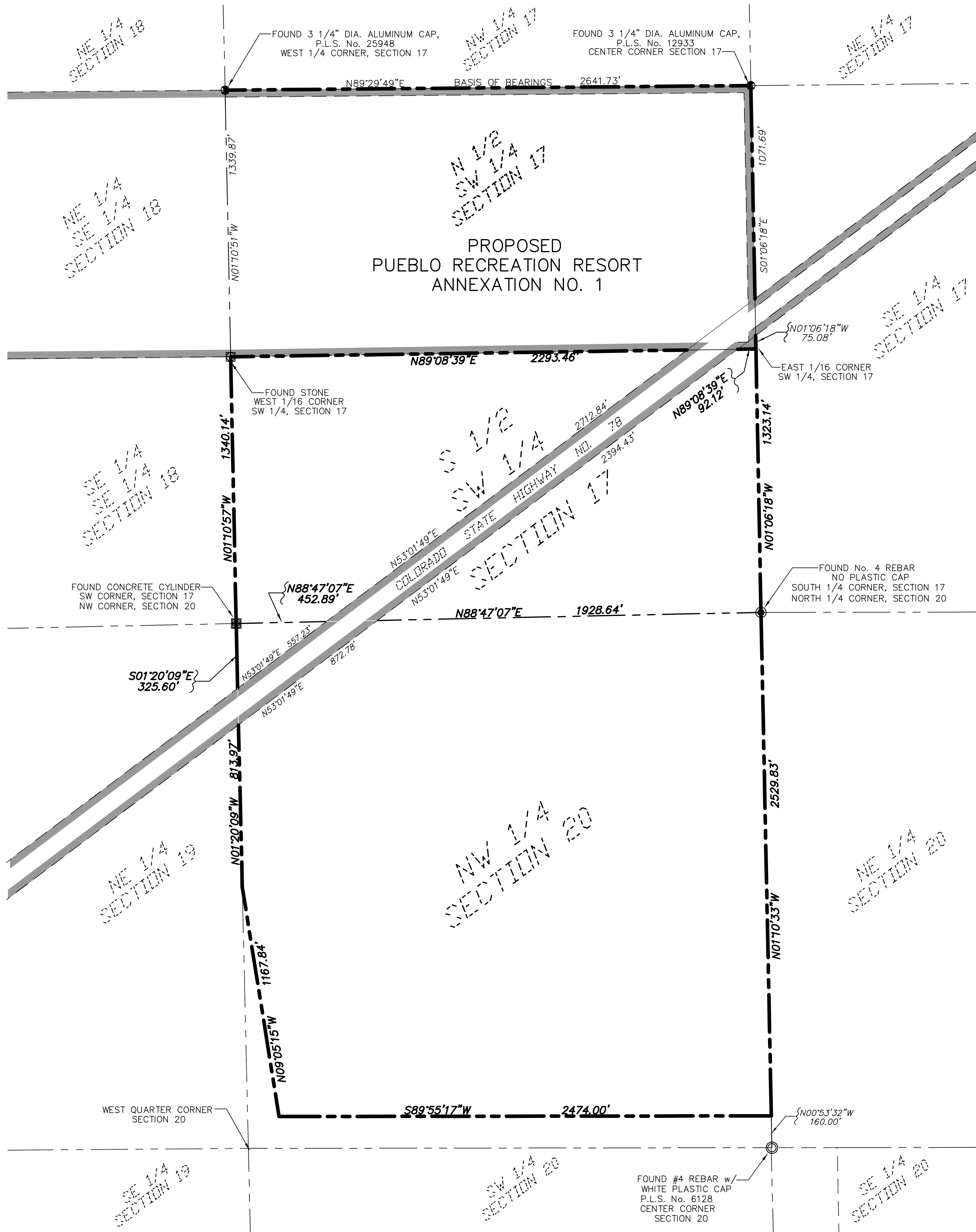
D. Site Photo



Draft Annexation Agreement not printed here; Refer to A-24-02 Report

PUEBLO RECREATION RESORT ANNEXATION NO. 2

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 17 AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 20,
TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M.
COUNTY OF PUEBLO, STATE OF COLORADO



BASIS OF BEARINGS:

THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. MONUMENTED ON THE WEST END WITH FOUND 3 1/4\"/>

LEGEND



1. AREAS TO BE ANNEXED:

SOUTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M., LESS COLORADO STATE HIGHWAY NO. 78 RIGHT-OF-WAY.

CONTAINING 72.88 ACRES, MORE OR LESS

AND

NORTHWEST ONE-QUARTER OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M., LESS COLORADO STATE HIGHWAY NO. 78 RIGHT-OF-WAY AND LESS THAT PORTION OF THE NORTHWEST ONE-QUARTER OF SECTION 20 OWNED BY WESTERN POWER AND GAS COMPANY.

CONTAINING 146.88 ACRES, MORE OR LESS

2. PROPOSED NEW CITY LIMITS LINE:

DESCRIPTION NO. 1

BEGINNING FROM THE WEST ONE-SIXTEENTH CORNER OF THE SOUTHWEST ONE-QUARTER OF SECTION 17; THENCE S. 01°06'18\"/>

AND

DESCRIPTION NO. 2

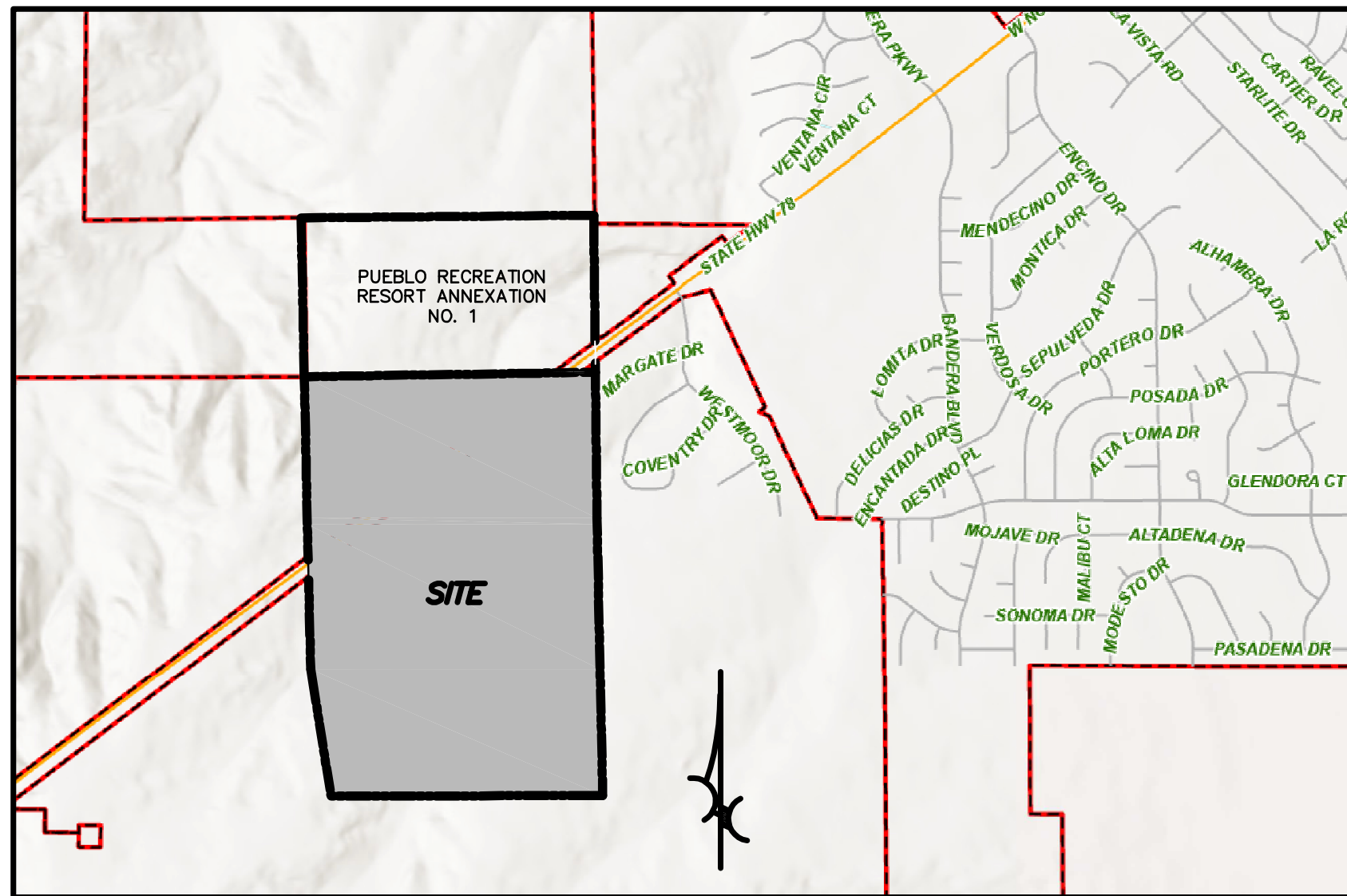
BEGINNING FROM THE EAST ONE-SIXTEENTH CORNER OF THE SOUTHWEST ONE-QUARTER OF SECTION 17; THENCE S. 01°06'18\"/>

3. CERTIFICATION OF PERIMETER:

AT LEAST ONE-SIXTH OF THE BOUNDARY OF THE LAND DESCRIBED IN THE ANNEXATION ABOVE IS NOW EXISTING CITY LIMITS LINE. THE COMPLETE ANNEXATION IS WITHIN 3 MILES OF THE PRESENT CITY LIMITS.

NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5th Street
Pueblo, Colorado 81003

By:
Michael Leland Cuppy
Colorado Registered Professional
Land Surveyor No. 38485
For and on behalf of NorthStar Engineering
And Surveying, Inc.



VICINITY MAP

NORTHSTAR ENGINEERING AND SURVEYING, INC.		(719)544-6823 (719)544-6825 FAX
111 E. 5TH ST. PUEBLO, CO 81003		
ANNEXATION PLAT		
TITLE:	FILE: 2203200_PUEBLO_REC.DWG	
SCALE: 1" = 300'	DRAWN BY: DJA	JOB NO. 2203200
DATE: 01-29-2024	CHECKED BY: MLC	SHEET 1 OF 1



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: January 13, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Sarah Martinez, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO BOYS & GIRLS CLUB OF PUEBLO COUNTY IN THE AMOUNT OF \$2,000 TO SPONSOR A TABLE AT THE BOYS & GIRLS CLUBS OF PUEBLO COUNTY CHAMPIONS OF YOUTH DINNER AT THE PUEBLO CONVENTION CENTER ON THURSDAY MARCH 13, 2025 AT 5:30 PM

SUMMARY:

Attached for consideration is a request for support of Boys & Girls Club of Pueblo County in the amount of \$2,000 to sponsor a table at the Boys & Girls Clubs of Pueblo County Champions of Youth Dinner at the Pueblo Convention Center on Thursday March 13, 2025 at 5:30 pm.

PREVIOUS COUNCIL ACTION:

Council supported this event in 2024 for \$1,800, in 2023 for \$1,600, in 2022 for \$1,350, and in 2021 for \$1,200.

BACKGROUND:

City Council Member Sarah Martinez is requesting \$2,000 to support Boys & Girls Club of Pueblo County in the amount of \$2,000 to sponsor a table at the Boys & Girls Clubs of Pueblo County Champions of Youth Dinner at the Pueblo Convention Center on Thursday March 13, 2025 at 5:30 pm with a VIP table. Supporting the Champions of Youth Awards Dinner at the Boys & Girls Clubs of Pueblo County is a wonderful way to invest in the future of our community's youth. This event celebrates the achievements and resilience of outstanding young members, while also recognizing the vital role of mentors, volunteers, and supporters who make a difference in their lives. Your attendance and contributions help fund crucial programs that provide a safe, nurturing environment where children can thrive academically, socially, and personally. By participating in this event, you join a dedicated community committed to empowering the next generation and fostering a brighter future for all.

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of \$2,000 would be paid from the Council Contingencies Account in the 2025 General Fund Budget to Boys & Girls Club of Pueblo County.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

City Council could choose not to authorize funding for this purpose.

RECOMMENDATION:

This Resolution is at the request of Council Member Sarah Martinez.

ATTACHMENTS:

1. cydsavethedate
2. 2025 CYD sponsorship table (10) (2)
3. 2025 Contingencies (Council)
4. Colorado Secretary of State - Summary Boys Girls Club Pueblo pulled 12.27.24

RESOLUTION NO. 15878

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2024 GENERAL FUND BUDGET TO BOYS & GIRLS CLUB OF PUEBLO COUNTY IN THE AMOUNT OF \$2,000 TO SPONSOR A TABLE AT THE BOYS & GIRLS CLUBS OF PUEBLO COUNTY CHAMPIONS OF YOUTH DINNER AT THE PUEBLO CONVENTION CENTER ON THURSDAY MARCH 13, 2025 AT 5:30 PM

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$2,000 from the Council Contingencies Account in the 2024 General Fund Budget is authorized to be paid to Boys & Girls Club of Pueblo County to sponsor a table at the Boys & Girls Clubs of Pueblo County Champions of Youth Dinner at the Pueblo Convention Center on Thursday March 13, 2025 at 5:30 pm.

SECTION 2.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution to effectuate the policies and procedures described herein.

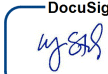
SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: January 13, 2025

BY: Sarah Martinez
MEMBER OF CITY COUNCIL

APPROVED: Mark Cliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

Save the Date

FOR THE 2025
CHAMPIONS OF YOUTH

Dinner and Awards Ceremony
Pueblo Convention Center

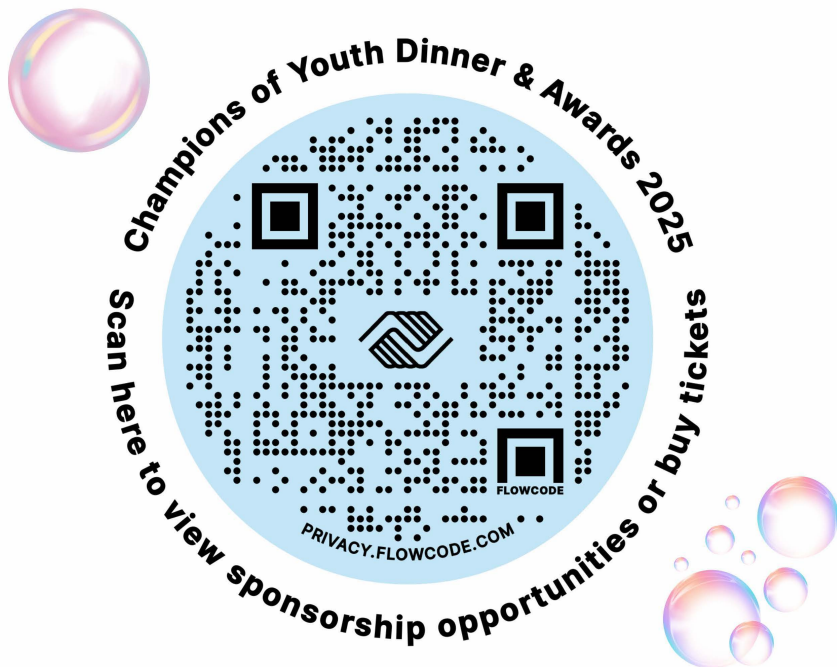
Thursday, March 13

Tickets & sponsorship information at
www.bgcpcckids.org/cyd



BOYS & GIRLS CLUBS
OF PUEBLO COUNTY





Champions of Youth is the Clubs' biggest night!

The event is three-fold: we introduce the community to our work; recognize our leading youth and supporters, including our Youth of the Year and Grand Champion of Youth; and generate monetary support that sustains our budgetary needs. **The experience for both our awardees and our guests is unforgettable!**

If you have more questions about our flagship event, contact Cheryl Califano at cherylc@bgcpueblo.org or 719-564-0055 extension 107.

2025 CHAMPIONS OF YOUTH

Pueblo Convention Center

March
13TH

Dinner and Awards Ceremony

Sponsor Levels & Benefits	Presenting \$25,000 2 tables	Signature \$10,000 1 table	Platinum \$5,000 1 table	Gold \$2,500 1 table	Club Kid Underwriter \$2,500 2 tickets*	Silver \$1,500 6 tickets	Bronze \$1,000 2 tickets
Onstage Award & Speaking Opportunity	●						
Thank You Video Played at Event	●	●					
Exclusive Gift for the Table**	●	●	●				
Premier or Priority Seating	Premier	Premier	Premier	Priority			
Logo in eBlast sent to 1,300+ subscribers	●	●	●	●	●		
Logo on Invitation	●	●	●	●	●		
Name in Event Press Release	●	●	●	●	●	●	
Onstage Recognition at Event	●	●	●	●	●	●	
Name & Logo on Socials & Webpage	●	●	●	●	●	●	
Logo in Event Video Presentation	●	●	●	●	●	●	●



TICKETS & ADDITIONAL SPONSORSHIPS

VIP Table of Ten \$1,800

includes an exclusive table gift, premier seating, and branded table signage

Reserved Table of Ten \$1,600 | Individual Tickets \$150

Event Environment Sponsorship \$5,000

(entertainment and room decor) includes logo on room signage, onstage recognition, and six tickets

Invitation Underwriter \$2,500

(or in-kind printing) includes your logo on invites, onstage recognition, and 2 tickets

VIP Reception Sponsor \$2,500

includes logo on cocktail napkins, onstage recognition, room signage and 2 tickets

Handclapper Sponsor \$1,500

includes logo imprinting on each guest's handclapper, placed at the table and 2 tickets

Candy Station Sponsor \$1,500

includes logo on the Candy Station and awardees' treat bags, plus 2 tickets

Photo Booth Sponsor \$1,000

includes logo on printed photos, option for branded backdrop, and 2 tickets

*The Club Kid Underwriter Sponsorship pays for each awardee and their guardian to attend at no cost

**Two bottles of wine, chocolates and a surprise Club gift.

SPONSORING CHAMPIONS OF YOUTH & OUR WORK IN 2025

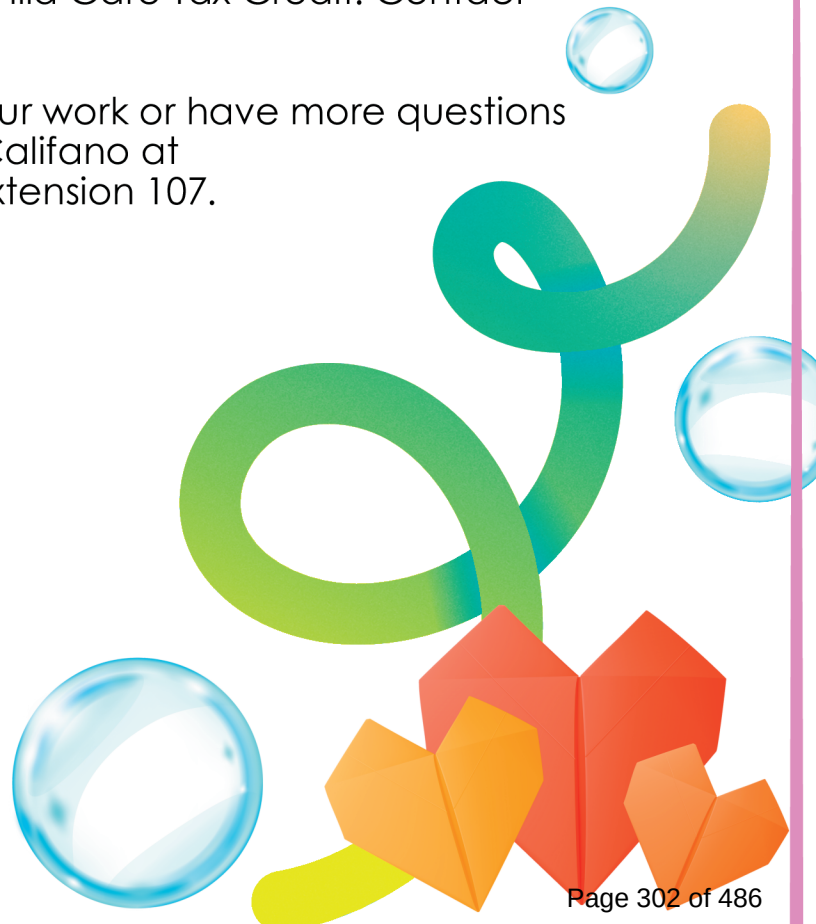
Since 1972, Boys & Girls Clubs have provided safe spaces and unmatched youth development programs for kids and teens in Pueblo County. By sponsoring our biggest event of the year, you are providing more than \$150,000 of general operating funds to our mission, which is critical as we continue to expand, serving a projected 2,270 youth in 2024.

Champions of Youth is the Clubs' biggest night! The event is three-fold: we introduce the community to our work, recognize our leading youth including our Youth of the Year, and generate monetary support that sustains our budgetary needs. The experience for both our awardees and our guests is unforgettable!

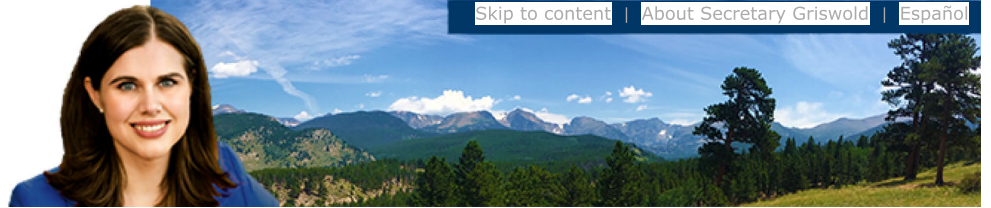
In conjunction with this event, we run an online, one-week auction that accounts for \$18,000 of proceeds. If you or your business would be interested in providing an item or experience for the auction, please contact our Special Events Coordinator, Cheryl Califano (information listed below).

A portion of ticket sales or sponsorships (total amount minus value of goods received) qualifies for the 50% Colorado Child Care Tax Credit. Contact your financial consultant for details.

If you are ready to commit to sponsoring our work or have more questions about our flagship event, contact Cheryl Califano at cherylc@bgcpueblo.org or 719-564-0055 extension 107.



[illegible]

[Home](#)[Search](#)[Create an account](#)[Log in](#)[Forgot password](#)

Summary

Charitable organization

Name	BOYS & GIRLS CLUBS OF PUEBLO COUNTY		
Other names (DBAs)			
Status	Good as of 09/24/2024		
Expires on	08/15/2025	Initial registration	09/05/2002
Registration #	20023005625	Established	11/20/1973, Colorado
EIN	23-7307508	Form	Corporation

Street	635 WEST CORONA #100, PUEBLO, CO 81004
Mailing	
County	PUEBLO
Phone	719-564-0055
Website	WWW.BGCPCCKIDS.ORG

NTEE codes	EDUCATION; RECREATION,SPORTS; YOUTH DEVELOPMENT
Charitable purpose	THE CLUB IS THE MOST EFFECTIVE, AFFORDABLE AND COMPREHENSIVE AFTERSCHOOL PROGRAM SERVING YOUTH FIVE DAYS A WEEK IN PUEBLO COUNTY. THE PROGRAM IS TESTED, PROVEN AND MEETS THE MOST PRESSING NEEDS OF YOUNG PEOPLE. OUR MISSION IS TO ENABLE ALL YOUNG PEOPLE, ESPECIALLY THOSE WHO NEED US MOST, TO REACH THEIR FULL POTENTIAL AS PRODUCTIVE, CARING, RESPONSIBLE CITIZENS. THE CLUB SERVES 400 KIDS PER DAY AND 1800 KIDS PER YEAR.
Tax-exempt code	501(C)(3)
Donations tax deductible?	Yes

Three-year data

	12/31/2021	12/31/2022	12/31/2023
Revenue	\$3,147,104.00	\$3,786,040.00	\$4,731,212.00
Expenses	\$2,609,749.00	\$3,378,755.00	\$4,570,916.00
Assets	\$1,947,292.00	\$2,331,948.00	\$2,634,208.00
Liabilities	\$230,490.00	\$361,621.00	\$415,338.00
Program services to total expenses	79%		About financial ratios
Fundraising expenses to contributions	5%		

Actions

[Get certificate of registration](#)[History](#)[Search IRS Exempt Organizations Select Check](#)

[Subscribe to email notifications](#)

[Unsubscribe from email notifications](#)

[Business search](#)

[Terms & conditions](#) | [Accessibility statement](#) | [Browser compatibility](#)



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: January 13, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Chris Noeller, Chief of Police

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE COLORADO DEPARTMENT OF LOCAL AFFAIRS (DOLA) FOR THE "ENERGY & MINERAL ASSISTANCE PROGRAM" GRANT, IN THE AMOUNT OF \$1,000,000.00 FROM NOVEMBER 26, 2024 THROUGH JUNE 30, 2026, ESTABLISHING PROJECT NUMBER PS2410, BUDGETING AND APPROPRIATING FUNDS INTO PROJECT PS2410 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

The Colorado Department of Local Affairs (DOLA) has informed the Pueblo Police Department that funds are available from the "Energy & Mineral Assistance Program" grant for the purchase and installation of a Real Time Crime Center (RTCC) system throughout the City of Pueblo. The term of this grant covers the period from November 26, 2024, through June 30, 2026.

PREVIOUS COUNCIL ACTION:

Previous grants of this nature have routinely been approved each year.

BACKGROUND:

The Real-Time Crime Center (RTCC) was formally launched in July 2024. The RTCC leverages technology for the purpose of helping the Pueblo Police Department be more efficient in reducing crime and improving the quality of life in the City of Pueblo.

The Police Department applied for, and was awarded, a \$1,000,000.00 grant from the Colorado Department of Local Affairs to help fund its Real Time Crime Center. The grantor requires a \$1,000,000.00 match from the City of Pueblo, which was approved by City Council through an Ordinance on November 25, 2024. The funding provided by the grant will support the continued operation of the RTCC, and if appropriate, help the

RTCC acquire new technology and/or expand the use of current technology.

FINANCIAL IMPLICATIONS:

This grant will require staff time for project management and reporting. This grant also pays 100% of eligible expenses and required a \$1,000,000.00 match from the City of Pueblo, transferred from 101-20-2050-20-51040, Wages / General Service to PS2410 by Ordinance on November 25, 2024.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

There is no stakeholder process required for this grant.

ALTERNATIVES:

Decline the DOLA Grant offer.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Option Letter
2. Scope of Project
3. State of Colorado Intergovernmental Grant Agreement

ORDINANCE NO. 10877

AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE COLORADO DEPARTMENT OF LOCAL AFFAIRS (DOLA) FOR THE "ENERGY & MINERAL ASSISTANCE PROGRAM" GRANT, IN THE AMOUNT OF \$1,000,000.00 FROM NOVEMBER 26, 2024 THROUGH JUNE 30, 2026, ESTABLISHING PROJECT NUMBER PS2410, BUDGETING AND APPROPRIATING FUNDS INTO PROJECT PS2410 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the City Council of Pueblo has the authority on behalf of the City of Pueblo, including its Police Department, to accept funding from the State of Colorado for public and municipal purposes; and

WHEREAS, the Colorado Department of Local Affairs has tendered an Intergovernmental Grant Agreement (the "Grant Award") for the purchase and installation of a Real Time Crime Center (RTCC) system throughout the City of Pueblo in the amount of \$1,000,000.00 upon conditions recited therein or incorporated therein by reference; and

WHEREAS, acceptance of the funding for the purposes for which it has been made is in the best interest of the City and will benefit the health, welfare, and safety of the citizens of the City of Pueblo; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The Grant Award between the City of Pueblo, a Colorado Municipal Corporation, and the State of Colorado Department of Local Affairs, a true copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved and accepted in accordance with its terms and conditions.

SECTION 2.

The Mayor is hereby authorized to execute the Grant Award in the name of and on behalf of the City of Pueblo, and the City Clerk shall affix the Seal of the City and attest the same.

SECTION 3.

Project Number PS2410 is hereby established in the Public Safety Grants Fund. All current and future funds accepted under this Ordinance shall be budgeted and appropriated into Project Number PS2410 by the Finance Department. Said funds shall only be expended and used for this project.

SECTION 4.

The officers and staff of the City of Pueblo are directed and authorized to perform any and all acts consistent with the intent of this Ordinance to effectuate the policies and procedures described herein.

SECTION 5.

This Ordinance shall become effective on the date of final action by Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on December 23, 2024.

Final adoption of Ordinance by City Council on January 13, 2025.

DocuSigned by:

B7A31F51823AB462...

President of City Council

Action by the Mayor:

☒ Approved on 1/15/2025 | 6:25 PM MST.

☐ Disapproved on _____ based on the following objections:

Signed by:

3A65950B7BCA402...

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

DocuSigned by:

7C02EBDFFC3D43C...

City Clerk

EIAF 9907 – Pueblo Real Time Crime Center

OPTION LETTER #Insert # Here**SIGNATURE AND COVER PAGE**

State Agency Department of Local Affairs (DOLA)	DLG Portal Number Insert DLG Portal number for this Project	Option Letter CMS Number Insert CMS number for this Amendment
Grantee Insert Grantee's Full Legal Name	Previous CMS #(s) Insert CMS number for orig Agreement, and any prior chg docs	
Project Number and Name Insert DOLA's project number and name	Grant Amount Initial Award: \$Insert orig award amt Option Letter ## and date effective/spendable: \$0.00 Option Letter ## and date effective/spendable: \$0.00 Total Grant Amount: \$Insert total award to date	
DOLA Regional Manager Choose an item.		
DOLA Regional Assistant Choose an item.		
Funding Account Codes Enter CTGG1 number	Program Name Energy & Mineral Impact Assistance Program (Acctg Dropdwn EIAF)	
Prior Grant Agreement Expiration Date Month Day, Year	Current Grant Agreement Expiration Date Month Day, Year	

THE PARTIES HERETO HAVE EXECUTED THIS OPTION LETTER

Each person signing this Option Letter represents and warrants that he or she is duly authorized to execute this Option Letter and to bind the Party authorizing his or her signature.

STATE OF COLORADO Jared S. Polis GOVERNOR Colorado Department of Local Affairs By: _____ Maria De Cambra, Executive Director Date: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Option Letter is not valid until signed and dated below by the State Controller or delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Beulah Messick, DOLA Controller Delegate Effective Date: _____

EIAF 9907 – Pueblo Real Time Crime Center

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

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

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

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

<u>Milestone/Performance Measure</u>	<u>By:</u>
Put Project out to bid.	Within ___ days of the Effective Date of this Intergovernmental Grant Agreement.
Award and finalize subcontract(s) and/or sub-grant(s).	[give target date]
Provide DOLA with Project Timeline	Within ___ days of the Effective Date of the subcontract(s).
Contractor mobilization/begin Work.	Within ___ days of the Effective Date of the subcontract(s).
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]

<u>Quarter</u>	<u>Year</u>	<u>Due Date</u>	<u>Pay Request</u>	<u>Status Report</u>
1st (Jan-Mar)	2024	April 30, 2024	Yes	Yes
2nd (Apr-Jun)	2024	JULY 15, 2024*	Yes	Yes
3rd (Jul-Sep)	2024	October 30, 2024	Yes	Yes
4th (Oct-Dec)	2024	January 30, 2025	Yes	Yes
1st (Jan-Mar)	2025	April 30, 2025	Yes	Yes
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

*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.

b. For use with Option 1(b): In accordance with **Section 7(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:

<u>Budget Line(s)</u>				
------------------------------	--	--	--	--

EIAF 9907 – Pueblo Real Time Crime Center

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 7(D)(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 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
	Total	\$ 0.00	\$ 0.00	\$ 0.00	

3) **Effective Date.** The effective date of this Option Letter is upon approval of the State Controller or _____, whichever is later.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

EIAF 9907 – Pueblo Real Time Crime Center

EXHIBIT B – SCOPE OF PROJECT (SOP)

1. PURPOSE

1.1. Energy Impact. The purpose of the Energy and Mineral Impact Assistance Program is to assist political subdivisions that are socially and/or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels.

2. DESCRIPTION OF THE PROJECT(S) AND WORK

2.1. Project Description. The Project consists of the purchase and installation of a Real Time Crime Center (RTCC) system throughout the City of Pueblo.

2.2. Work Description. The City of Pueblo (Grantee) will purchase a Real Time Crime Center (RTCC) system and hire a previously selected, qualified contractor to train Grantee employees and install the system throughout the City of Pueblo. Work includes training, purchase and installation of permanent cameras capable of infrared and Visible Light mounted on poles and buildings, gunshot detectors, permanent trailer units, computer consoles and specialized software with training. Grantee will own and maintain the RTCC and all improvements.

2.2.1. During a period of ten (10) years following the date of closeout of the Project by the State, the Grantee may **not change the ownership of the equipment**. If the Grantee decides to change the ownership of the equipment to an entity which the State determines does not qualify in meeting the original intent of the Project, the Grantee must reimburse to the State an amount equal to the current fair market value of the equipment, less any portion of the value attributable to expenditures of non Energy Impact grant funds for acquisition of and improvements to, the equipment. At the end of the ten (10) year period following the date of completion and thereafter, no State restrictions on ownership of the equipment shall be in effect.

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

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

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

2.5. Eligible Expenses. Eligible expenses shall include: equipment and materials costs related to a Real Time Crime Center, freight costs, hardware, software and training costs, installation costs, and attorney's fees.

3. DEFINITIONS

3.1. Project Budget Lines.

3.1.1. "Equipment, Vehicles or Materials Acquisition" means vehicles, equipment and materials costs, freight costs, RFP/Bid advertisement costs, hardware, software and training costs, installation costs, 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 completed purchase and installation of a Real Time Crime Center (RTCC) system that will assist the City with reducing crime rates, improve law enforcement response times and elevate safety within the City of Pueblo, Colorado.

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

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

EIAF 9907 – Pueblo Real Time Crime Center

<u>Milestone/Performance Measure/Grantee will:</u>	<u>By:</u>
Provide DOLA with Project Timeline.	Within 90 days after the Effective Date of this Intergovernmental Grant Agreement.
Submit Quarterly Pay Requests	See §4.5.2 below
Submit Quarterly Status Reports	See §4.5.2 below
Submit Project Final Report	September 28, 2026

4.4. Budget Line Adjustments.

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

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

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

4.5.1. For quarters in which there are no expenditures to reimburse, Grantee shall indicate zero (0) requested in the Pay Request and describe the status of the Work in the Status Report. The report will contain an update of expenditure of funds by budget line as per §6.2 of this **Exhibit B** Scope of Project as well as a 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
4th (Oct-Dec)	2024	January 30, 2025	Yes	Yes
1st (Jan-Mar)	2025	April 30, 2025	Yes	Yes
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

***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

EIAF 9907 – Pueblo Real Time Crime Center

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 **Steven Noeller, Police Chief, (snoeller@pueblo.us)**, 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 must have signature authority to bind the Grantee and must provide evidence of such authority.

5.2. Other Key Personnel. **Luann Martinez, Grant Manager, (lmartinez@pueblo.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 §15 of the Grant.

5.4. DLG Regional Manager: **Tara Marshall, (719) 250-6944, (tara.marshall@state.co.us)**

5.5. DLG Regional Assistant: **Desiree Sandoval, (719) 924-2087, (desiree.sandoval@state.co.us)**

6. FUNDING

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

6.1. Matching/Other Funds. Grantee shall provide **at least 55%** of the Total Project Cost as documented by Grantee and verified by DOLA at Project Closeout. Initial estimates of Grantee's contribution are noted in the "Other Funds" column of §6.2 below. Increases to Grantee's contribution to Total Project Cost do not require modification of this Intergovernmental Grant Agreement and/or Exhibit B.

6.2. Budget

Budget Line(s)		Total Project Cost	Grant Funds	Other Funds	Other Funds Source
Line #	Cost Category				
1	Equipment, Vehicles or Materials Acquisition	\$2,226,972	\$1,000,000	\$1,226,972	Grantee
	Total	\$2,226,972	\$1,000,000	\$1,226,972	

7. PAYMENT

Payments shall be made in accordance with this section and the provisions set forth in §7 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.

Payment	Amount	
Interim Payment(s)	\$950,000	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	\$50,000	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	\$1,000,000	

EIAF 9907 – Pueblo Real Time Crime Center

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.

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.

EIAF 9907 – Pueblo Real Time Crime Center

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.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

State of Colorado Intergovernmental Grant Agreement
SUMMARY OF TERMS AND CONDITIONS

State Agency Department of Local Affairs (DOLA)	DLG Portal Number EIAF-09907	CMS Number 195262
Grantee City of Pueblo	Grant Award Amount \$1,000,000.00	Retainage Amount \$50,000.00
Project Number and Name EIAF 9907 – Pueblo Real Time Crime Center	Performance Start Date The later of the Effective Date or October 31, 2024	Grant Expiration Date June 30, 2026
Project Description The Project consists of the purchase and installation of a Real Time Crime Center (RTCC) system throughout the City of Pueblo.	Program Name Energy & Mineral Impact Assistance Program (EIAF)	
	Funding Source STATE FUNDS	
	Catalog of Federal Domestic Assistance (CFDA) Number N/A	
DOLA Regional Manager <u>Tara Marshall, (719) 250-6944,</u> <u>(tara.marshall@state.co.us)</u>	Funding Account Codes CTGG1 NLAA 202500003173	
DOLA Regional Assistant <u>Desiree Sandoval, (719) 924-2087,</u> <u>(desiree.sandoval@state.co.us)</u>	VCUST# 14170	Address Code AD001 EFT

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

DEPARTMENT OF LOCAL AFFAIRS PROGRAM REVIEWER DocuSigned by: <u>Angie Cue</u> 45D2B7CF50DE4BD... By: Angie Cue, EIAF Program Manager Date: 11/21/2024 8:55 AM PST	STATE OF COLORADO Jared S. Polis, Governor DEPARTMENT OF LOCAL AFFAIRS Maria De Cambra, Executive Director DocuSigned by: <u>David Bowman</u> 517DE74958A8428... By: Maria De Cambra, Executive Director Date: 11/22/2024 1:12 PM MST
In accordance with §24-30-202 C.R.S., this Grant is not valid until signed and dated below by the State Controller or an authorized delegate (the “Effective Date”).	
STATE CONTROLLER <u>Robert Jaros, CPA, MBA, JD</u> DocuSigned by: <u>Beulah Messick - DOLA</u> 090ACD88A721474... By: Beulah Messick, Controller Delegate Department of Local Affairs Effective Date: 11/26/2024 7:12 PM MST	

TERMS AND CONDITIONS

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 amount 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. If the State terminates this Intergovernmental Grant Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Intergovernmental Grant Agreement that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Intergovernmental Grant Agreement that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee’s obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Intergovernmental Grant Agreement by the State for breach by Grantee.

C. *Reserved.*

3. AUTHORITY

Authority to enter into this Intergovernmental Grant Agreement exists in the law as follows:

A. *Reserved.*

EIAF 9907 – Pueblo Real Time Crime Center

B. State 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. 39-29-110 (Local Government Severance Tax Fund) and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies. This Intergovernmental Grant Agreement is funded, in whole or in part, with State funds.

4. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. “Budget”** means the budget for the Work described in **Exhibit B**.
- B. “Business Day”** means any day on 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.
- C. *Reserved.***
- D. “CORA”** means the Colorado Open Records Act, §§24-72-200.1 *et seq.*, C.R.S.
- E. “Grant” or “Intergovernmental Grant Agreement”** means this agreement which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.
- F. “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.
- G. “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.
- H. “Performance Start Date”** means the later of the Performance Start Date or the Effective Date shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement.
- I. “Exhibits”** means the following exhibits attached to this Intergovernmental Grant Agreement:
 - i. Exhibit B, Scope of Project**
 - ii. Exhibit G, Form of Option Letter**
- J. “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.
- K. *Reserved.***
- L. *Reserved.***
- M. “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.

EIAF 9907 – Pueblo Real Time Crime Center

- N. **“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.
- O. **“Initial Term”** means the time period between the Performance Start Date and the initial Grant Expiration Date.
- P. **“Matching Funds”** or **“Other Funds”** means funds provided by the Grantee as a match required to receive the Grant Funds.
- Q. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- R. *Reserved.*
- S. *Reserved.*
- T. *Reserved.*
- U. *Reserved.*
- V. **“Services”** means the services performed by Grantee as set forth in this Intergovernmental Grant Agreement, and shall include any services rendered by Grantee in connection with the Goods.
- W. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- X. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.
- Y. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- Z. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- AA. *Reserved.*
- BB. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- CC. *Reserved.*
- DD. *Reserved.*
- EE. *Reserved.*
- FF. **“Work”** means the delivery of the Goods and performance of the Services described in this Intergovernmental Grant Agreement.

EIAF 9907 – Pueblo Real Time Crime Center

GG. “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.

5. PURPOSE

The purpose of the Energy and Mineral Impact Assistance Program is to assist political subdivisions that are socially and/or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels. The purpose of this Grant is described in **Exhibit B**.

6. SCOPE OF PROJECT

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.

7. 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 Award Amount shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement.

- 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.
- ii. 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.
- iii. 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.

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,

EIAF 9907 – Pueblo Real Time Crime Center

taxes or penalties of any nature, except as required by Grantee’s laws or policies.

D. Reimbursement of Grantee Costs

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**. The State shall only reimburse allowable costs if those costs are: **(a)** reasonable and necessary to accomplish the Work and for the Goods and Services provided; and **(b)** 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).

- i. 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 Project Budget by providing Grantee with an executed Option Letter or formal amendment.

E. 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 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.

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.

8. 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 **§7.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.

9. 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

EIAF 9907 – Pueblo Real Time Crime Center

all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

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

C. Audits

Grantee shall comply with all State and federal audit requirements.

10. 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 (payment card information) 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 (CJI) Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act (HIPAA) for all protected health information (PHI) and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Intergovernmental Grant Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State

EIAF 9907 – Pueblo Real Time Crime Center

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 Personally Identifiable Information (PII)

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in §24-74-102, *et seq.*, C.R.S., Grantee, including, but not limited to, Grantee's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Grantee is given direct access to any State databases containing PII, Grantee shall execute, on behalf of itself and its employees, the certification on an annual basis, attached as an exhibit, if applicable. Grantee's duty and obligation to certify as set forth in the exhibit 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.

11. CONFLICTS 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

EIAF 9907 – Pueblo Real Time Crime Center

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.

12. 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.

13. REMEDIES

In addition to any remedies available under any Exhibit to this Intergovernmental Grant Agreement, if Grantee fails to comply with any term or condition of this Grant, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant Funds to the State in the State's sole discretion. The State may also terminate this Intergovernmental 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.

14. DISPUTE RESOLUTION

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

15. 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 §15.

16. 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.

17. 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.

18. GENERAL PROVISIONS

A. Assignment

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

B. Captions and References

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

C. Entire Understanding

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

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Intergovernmental Grant Agreement, which shall be effective if Grantee accepts Grant Funds following receipt of the updated 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 Agreement by reference.

G. Order of Precedence

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

- i. Colorado Special Provisions in §19 of the main body of this Grant;
- ii. Any executed Option Letter and Amendment;
- iii. The provisions of this Intergovernmental Grant Agreement; and
- iv. The provisions of any exhibits to this Intergovernmental Grant Agreement.

H. Severability

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

I. 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.

J. 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.

K. 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.

L. Accessibility

- i. Grantee shall comply with and adhere to Section 508 of the U.S. Rehabilitation Act of 1973, as amended.
- ii. Grantee shall comply with and the Work Product provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Grantee shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

EIAF 9907 – Pueblo Real Time Crime Center

- iii. The State may require Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee's Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

M. Reserved.

19. 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 Grantee 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. 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.

EIAF 9907 – Pueblo Real Time Crime Center

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 Intergovernmental Grant 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 Intergovernmental Grant 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 Intergovernmental Grant 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 Intergovernmental Grant 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 Intergovernmental Grant Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Intergovernmental Grant 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 Intergovernmental Grant Agreement, including, without limitation, immediate termination of this Intergovernmental Grant Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507 C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Intergovernmental Grant 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.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: January 13, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Chris Noeller, Chief of Police

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A GRANT AWARD LETTER AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE COLORADO DEPARTMENT OF PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE FOR THE "BYRNE STATE CRISIS INTERVENTION PROGRAM" GRANT, IN THE AMOUNT OF \$301, 648, FROM NOVEMBER 1, 2024 THROUGH DECEMBER 31, 2025, ESTABLISHING PROJECT NUMBER PS2411, BUDGETING AND APPROPRIATING FUNDS INTO PROJECT NUMBER PS2411, AND AUTHORIZING MAYOR TO EXECUTE SAME

SUMMARY:

The Colorado Department of Public Safety, Division of Criminal Justice has informed the Pueblo Police Department that funds are available through the Byrne State Crisis Intervention Program (Byrne SCIP) for the creation and/or implementation of crisis intervention court proceedings, extreme risk protection order (ERPO) programs/initiatives, and related gun violence reduction programs/initiatives. The term of this grant covers the period from November 1, 2024 through December 31, 2025.

PREVIOUS COUNCIL ACTION:

Previous grants of this nature have routinely been approved each year.

BACKGROUND:

This Ordinance, if approved will allow the City of Pueblo to sustain the Crisis Intervention Team (CIT), a co-responder team for people in crisis situations. CIT is a partnership between the City of Pueblo Police Department and Health Solutions, merging the professional expertise of the police and behavioral health fields to improve the experiences and outcomes of persons in crisis. This total reflects salaries and benefits for 3 full-time clinicians. A Byrne SCIP award will be a transformative investment to deflect, redirect, or otherwise prevent people with behavioral health needs from the criminal justice system and into appropriate treatment. Equally

important, it will significantly increase the resources of Pueblo Police Officers to respond to criminal activity.

FINANCIAL IMPLICATIONS:

This grant will require staff time for project management and reporting. This grant also pays 100% of eligible expenses and requires no grant match. Costs associated with this grant will be paid for through the Public Safety Grant fund.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

There is no stakeholder process required for this grant.

ALTERNATIVES:

Decline the grant offer.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Grant Award Letter
2. Grant Funding Change Letter
3. Sample Option Letter
4. State of Colorado Small Dollar Grant Award Terms & Conditions

ORDINANCE NO. 10878

AN ORDINANCE APPROVING AND ACCEPTING A GRANT AWARD LETTER AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE COLORADO DEPARTMENT OF PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE FOR THE "BYRNE STATE CRISIS INTERVENTION PROGRAM" GRANT, IN THE AMOUNT OF \$301, 648, FROM NOVEMBER 1, 2024 THROUGH DECEMBER 31, 2025, ESTABLISHING PROJECT NUMBER PS2411, BUDGETING AND APPROPRIATING FUNDS INTO PROJECT NUMBER PS2411, AND AUTHORIZING MAYOR TO EXECUTE SAME

WHEREAS, the City Council of Pueblo has the authority on behalf of the City of Pueblo, including its Police Department, to accept funding from the State of Colorado for public and municipal purposes; and

WHEREAS, the Colorado Department of Public Safety has tendered an Award Letter, Option Letter, and the State of Colorado Small Dollar Grant Award Terms & Conditions (the "Grant Award") for the 2024-2025 "Byrne State Crisis Intervention Program" grant funding in an initial amount of \$301,648.00 upon conditions recited therein or incorporated therein by reference;

WHEREAS, the State has made additional awards of funds in the past under previous grant awards and the Pueblo Police Department anticipates the award of additional funds in the future pursuant to this agreement if the same are made available by the State; and

WHEREAS, acceptance of the funding for the purposes for which it has been made is in the best interest of the City of Pueblo and will benefit the health, welfare, and safety of the citizens of the city; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The Grant Award between the City of Pueblo, a Colorado Municipal Corporation, and the State of Colorado Department of Public Safety for the 2024-2025 "Byrne State Crisis Intervention Program" grant, a true copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved and accepted in accordance with its terms and conditions.

SECTION 2.

The Mayor is hereby authorized to execute the Signature Page in the name of and on behalf of the City of Pueblo, and the City Clerk shall affix the Seal of the City and attest the same.

SECTION 3.

The Pueblo Police Department is empowered to apply for and accept additional grant awards pursuant to this grant award as those funds are made available by the State.

SECTION 4.

Project number PS2411 is hereby established in the Public Safety Grants Fund. All current and future funds accepted under this ordinance shall be budgeted and appropriated into project number PS2411 by the Finance Department. Said funds shall only be expended and used for this project.

SECTION 5.

The officers and staff of the City of Pueblo are directed and authorized to perform any and all acts consistent with the intent of this Ordinance to effectuate the policies and procedures described herein.

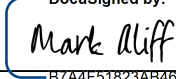
SECTION 6.

This Ordinance shall become effective on the date of final action by Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on December 23, 2024.

Final adoption of Ordinance by City Council on January 13, 2025.

DocuSigned by:

B7A4F51823AB462...

President of City Council

Action by the Mayor:

☒ Approved on 1/15/2025 | 6:25 PM MST.

☐ Disapproved on _____ based on the following objections:

Signed by:

3A85950B7BCA402...

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk

DocuSigned by:



7C02EBDFFC3D43C...

Grantee: City of Pueblo
Project: Crisis Intervention Team

DCJ Grant #: 2023-SC-24-10-07

GRANT AWARD LETTER
(Intergovernmental Grant Agreement)
SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

COVER PAGE

State Agency Department of Public Safety, Division of Criminal Justice		DCJ Grant Number 2023-SC-24-10-07	
Grantee City of Pueblo		Federal Unique Entity Identifier (UEI) NJK3BNUDRHJ7	
		Is this Award for Research and Development (R&D)? No	
Grant Issuance Date (Start Date) November 1, 2024		Grant Expiration Date (End Date) December 31, 2025	
Grant Amount Federal Award # 15PBJA-23-GG-00005-BSCI \$301,648		Local Match Amount Federal Award # 15PBJA-23-GG-00005-BSCI \$0.00	
Total Grant Funds Awarded: \$301,648		Total Match Required: \$0	
		Total Grantee Match Required: 0%	
Agreement Authority (State Authority) The Division of Criminal Justice is authorized to disburse these funds by Colorado Revised Statute 24-33.503 and 507.		Grant Description The City of Pueblo seeks funds to sustain the Crisis Intervention Team (CIT), a co-responder team for people in crisis situations. CIT is a partnership between the City of Pueblo Police Department and Health Solutions, merging the professional expertise of the police and behavioral health fields to improve the experiences and outcomes of persons in crisis. This total reflects salary and benefits for 3.0FTE clinicians – all other costs will be absorbed by the applicant and co-applicant. A Byrne SCIP award will be a transformative investment to deflect, redirect, or otherwise prevent people with behavioral health needs from the criminal justice system and into appropriate treatment. Equally important, it will significantly increase resources of Pueblo Police to respond to criminal activity.	
Grant Purpose The purpose of the Byrne State Crisis Intervention Program (Byrne SCIP) is to provide funding for the creation and/or implementation of crisis intervention court proceedings, extreme risk protection order (ERPO) programs/initiatives, and related gun violence reduction programs/initiatives. The Justice Assistance Grant/State Crisis Intervention Program Board selected grantee for award after a public announcement of available funds and competitive solicitation process. The Bureau of Justice Assistance subsequently authorized this subaward.			
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Grant: 1. Exhibit A1, Sample Option Letter. 2. Exhibit A2, Sample Grant Funding Change Letter 3. Exhibit B, Grant Requirements. 4. Exhibit C, Special Conditions. 5. Exhibit D, Statement of Work. 6. Exhibit E, Budget. 7. Exhibit F, Federal Requirements.			
In the event of a conflict or inconsistency between this Grant and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority: 1. Exhibit F, Federal Requirements. 2. Exhibit C, Special Conditions. 3. The provisions of the other sections of the main body of this Agreement.			

Grantee: City of Pueblo
Project: Crisis Intervention Team

DCJ Grant #: 2023-SC-24-10-07

4.	Colorado Special Provisions in §17 of the main body of this Grant
5.	Exhibit B, Grant Requirements.
6.	Exhibit D, Statement of Work.
7.	Exhibit E, Budget.

FEDERAL AWARD(S) APPLICABLE TO THIS GRANT AWARD

Federal Award Office	U.S. Department of Justice (US DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA)
Grant Program	2023 BJA FY 2022-2023 Byrne State Crisis Intervention Program Formula
CFDA	16.738
Federal Award Number(s)	15PBJA-23-GG-00005-BSCI
Federal Award Date	02/13/2023
Federal Statutory Authority	Bipartisan Safer Communities Supplemental Appropriations Act, 2022 (Pub. L. No. 117-159, 136 Stat. 1313, 1339); 28 U.S.C. 530C
Total Amount of Federal Award (this is not the amount of this grant agreement)	\$4,564,438

Grantee: City of Pueblo
Project: Crisis Intervention Team

DCJ Grant #: 2023-SC-24-10-07

SIGNATURE PAGE

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

GRANTEE City of Pueblo _____ By: Heather Graham, Mayor Date: _____	STATE OF COLORADO Jared S. Polis, Governor Department of Public Safety Stan Hilkey, Executive Director _____ By: Division of Criminal Justice Matthew M. Lunn, PhD, Director Date: _____
In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD _____ By: Lyndsay J. Clelland, Grant Coordinator, Division of Criminal Justice Effective Date: _____	

TABLE OF CONTENTS

COVER PAGE 1

FEDERAL AWARD(S) APPLICABLE TO THIS GRANT AWARD 2

SIGNATURE PAGE 3

TABLE OF CONTENTS 4

1. GRANT 4

2. TERM 4

3. DEFINITIONS 5

4. STATEMENT OF WORK 8

5. PAYMENTS TO GRANTEE 8

6. REPORTING - NOTIFICATION 9

7. GRANTEE RECORDS 10

8. CONFIDENTIAL INFORMATION-STATE RECORDS 10

9. CONFLICTS OF INTEREST 12

10. INSURANCE 12

11. REMEDIES 12

12. DISPUTE RESOLUTION 12

13. NOTICES AND REPRESENTATIVES 12

14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION 13

15. GOVERNMENTAL IMMUNITY 13

16. GENERAL PROVISIONS 13

17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3) 15

EXHIBIT A1, SAMPLE OPTION LETTER 1

EXHIBIT A2, GRANT FUNDING CHANGE LETTER 1

EXHIBIT B, GRANT REQUIREMENTS 1

EXHIBIT C, SPECIAL CONDITIONS 1

EXHIBIT D, STATEMENT OF WORK 1

EXHIBIT E, BUDGET 1

EXHIBIT F, FEDERAL REQUIREMENTS 1

1. GRANT

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

2. TERM

A. Initial Grant Term and Extension

The Parties’ respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter in accordance with **§16.D**

Grantee: City of Pueblo
Project: Crisis Intervention Team

DCJ Grant #: 2023-SC-24-10-07

B. Early Termination in the Public Interest

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

C. Grantee's Termination Under Federal Requirements

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

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **"Budget"** means the budget for the Work described in **Exhibit E, Budget**.
- B. **"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.
- C. **"CJI"** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302 C.R.S.
- D. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1 *et seq.*, C.R.S.
- E. **"Grant Award Letter"** means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.
- F. **"Grant Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.
- G. **"Grant Expiration Date"** means the Grant Expiration Date shown on the first page of this Grant Award Letter.
- H. **"Grant Issuance Date"** means the Grant Issuance Date shown on the first page of this Grant Award Letter.
- I. **"Exhibits"** exhibits and attachments included with this Grant as shown on the first page of this Grant

Grantee: City of Pueblo
Project: Crisis Intervention Team

DCJ Grant #: 2023-SC-24-10-07

- J. **“Extension Term”** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter
- K. **“Federal Award”** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Regulations by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- L. **“Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. See Federal Award(s) Applicable to this Grant.
- M. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- N. **“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.
- O. **“Initial Term”** means the time period between the Grant Issuance Date and the Grant Expiration Date.
- P. **“Matching Funds”** means the funds provided Grantee as a match required to receive the Grant Funds.
- Q. **“Party”** means the State or Grantee, and “Parties” means both the State and Grantee.
- R. **“PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- S. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S. “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, et. seq., C.R.S.
- T. **“PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- U. **“Recipient”** means the State Agency shown on the first page of this Grant Award Letter, for the purposes of the Federal Award.

Grantee: City of Pueblo
 Project: Crisis Intervention Team

DCJ Grant #: 2023-SC-24-10-07

- V. “**Services**” means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.
- W. “**State Confidential Information**” means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- X. “**State Fiscal Rules**” means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.
- Y. “**State Fiscal Year**” means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- Z. “**State Records**” means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- AA. “**Sub-Award**” means this grant by the State (a Recipient) to Grantee (a Subrecipient) funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- BB. “**Subcontractor**” means third-parties, if any, engaged by Grantee to aid in performance of the Work. This establishes a **procurement** relationship. The subcontractor provides goods or services for the benefit of the purchaser.
- CC. “**Subgrantee**” means third-parties, if any, engaged by Grantee or Subgrantee to aid in performance of the Work. This establishes a **grant** relationship. The beneficiary, not the purchaser, receives benefit from the work. There may be multiple tiers of subgrantees/subrecipients that do not include procurement transactions.
- DD. “**Subrecipient**” means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization entity that receives a Sub-Award from a Recipient to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Grant, Grantee is a Subrecipient.
- EE. “**Tax Information**” means Federal and State of Colorado tax information including, without limitation, Federal and State tax returns, return information, and such other tax-related information as may be protected by Federal and State law and regulation. Tax Information includes, but is not limited to all information defined as Federal tax information in Internal Revenue Service Publication 1075.
- FF. “**Uniform Guidance**” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200,

Grantee: City of Pueblo
 Project: Crisis Intervention Team

DCJ Grant #: 2023-SC-24-10-07

commonly known as the “Super Circular, which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.

GG. “**Work**” means the delivery of the Goods and performance of the Services described in this Grant Award Letter.

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

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

4. STATEMENT OF WORK

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

5. PAYMENTS TO GRANTEE

A. Maximum Amount

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

B. Federal Recovery

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

C. Matching Funds.

Grantee shall provide the Local Match Amount shown on the first page of this Grant Award Letter and described in **Exhibit E, Budget**. Grantee’s obligation to pay all or part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purpose of this Agreement by the authorized representatives of Grantee. Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Grant

Grantee: City of Pueblo
Project: Crisis Intervention Team

DCJ Grant #: 2023-SC-24-10-07

Award Letter. Grantee does not by accepting this Grant Award Letter irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant Award Letter 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

The State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to and receives written approval from the State of the change, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount, and the change does not modify any requirements of the Work. The State shall reimburse Grantee for the Federal share of properly documented allowable costs related to the Work after the State's review and approval thereof, subject to the provisions of this Grant. The State shall only reimburse allowable costs if those costs are: **(i)** reasonable and necessary to accomplish the Work and for the Goods and Services provided; and **(ii)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

E. Close-Out.

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice. The State will withhold payment of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If the Federal Awarding Agency has not closed this Federal Award within 1 year and 90 days after the Grant Expiration Date due to Grantee's failure to submit required documentation, then Grantee may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

6. REPORTING - NOTIFICATION

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in §5.E, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

B. Violations Reporting

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

7. GRANTEE RECORDS

A. Maintenance and Inspection

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

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. If Grantee enters into a subcontract or subgrant then the subcontract or subgrant entered into by Grantee shall contain provisions permitting both Grantee and the State to perform all monitoring of that subcontractor or subgrantee in accordance with the Uniform Guidance, and other State procedure.

C. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party. Additionally, if Grantee is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all Subgrantees and Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subgrantees or Subcontractors will or may receive the following types of data, Grantee or its Subgrantees and 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, Subgrantees and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns, Subgrantees and Subcontractors who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, Subgrantees and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign, Subgrantees 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 Subgrantees or 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

Grantee: City of Pueblo
Project: Crisis Intervention Team

DCJ Grant #: 2023-SC-24-10-07

shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, *et. seq.*, C.R.S., Grantee, including, but not limited to, Grantee's employees, agents, Subgrantees and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement.

9. CONFLICTS 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 Subgrantees and Subcontractors maintain all insurance customary for the completion of the Work done by that Subgrantee or Subcontractor and as required by the State or the GIA.

11. REMEDIES

In addition to any remedies available under any exhibit to this Grant Award Letter, if Grantee fails to comply with any term or condition of this Grant or any terms of the Federal Award, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant funds to the State in the State's sole discretion. The State may also terminate this Grant Award Letter 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.

12. DISPUTE RESOLUTION

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

13. NOTICES AND REPRESENTATIVES

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

Grantee: City of Pueblo
Project: Crisis Intervention Team

DCJ Grant #: 2023-SC-24-10-07

14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

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

15. GOVERNMENTAL IMMUNITY

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

16. GENERAL PROVISIONS

A. Assignment

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

B. Captions and References

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

C. Entire Understanding

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

D. Modification

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

- i. The State may, at the State's discretion, use an Option Letter or Grant Funding Change letter substantially equivalent to **Exhibit A1, Sample Option Letter** and **Exhibit A2, Sample Grant Funding Change Letter** to modify the grant agreement. If exercised, the provisions of the Option Letter or Grant Funding Change Letter shall become part of and be incorporated into the original grant.

Grantee: City of Pueblo
Project: Crisis Intervention Team

DCJ Grant #: 2023-SC-24-10-07

- ii. The State may increase or decrease the quantity of goods/services described **Exhibit D, Statement of Work** and **Exhibit E, Budget** based upon the rates established in the Grant. If the State exercises the option, it will provide written notice to Grantee at least **15** days prior to the end of the current grant term in a form substantially equivalent to **Exhibit A1, Sample Option Letter**.
 - iii. The State may add or delete the goods/services described **Exhibit D, Statement of Work** and **Exhibit E, Budget** as long as the change does not change the overall scope of the approved grant. If the State exercises the option, it will provide written notice to Grantee at least **15** days prior to the end of the current grant term in a form substantially equivalent to **Exhibit A1, Sample Option Letter**.
 - iv. The State may, at the State's discretion, issue an updated **Exhibit D, Statement of Work** and **Exhibit E, Budget** by Option Letter substantially equivalent to **Exhibit A1, Sample Option Letter** to reflect changes that do not substantially change the intended purpose of the grant. The provisions of the Option Letter shall become part of and be incorporated into this Grant.
- E. Statutes, Regulations, Fiscal Rules, and Other Authority.
Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
- F. Digital Signatures
If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Grant Award Letter by reference.
- G. Severability
The invalidity or unenforceability of any provision of this Grant Award Letter shall not affect the validity or enforceability of any other provision of this Grant Award Letter, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.
- H. Survival of Certain Grant Award Letter Terms
Any provision of this Grant Award Letter that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.
- I. Third Party Beneficiaries
Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

Grantee: City of Pueblo
Project: Crisis Intervention Team

DCJ Grant #: 2023-SC-24-10-07

J. Waiver

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

K. Accessibility

- i. Grantee shall comply with and the Work Product provided under this Grant Award Letter shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Grantee shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- ii. The State may require Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee's Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

L. Federal Provisions

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

17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

A. STATUTORY APPROVAL. §24-30-202(1) C.R.S.

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

B. FUND AVAILABILITY. §24-30-202(5.5) C.R.S.

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

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Grant Award Letter 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 Grant Award Letter. 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 Grant Award Letter. 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 Grant Award Letter 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 Grant Award Letter 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 Grant Award Letter 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 Grant Award Letter 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 Grant Award Letter 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 Grant Award Letter, including, without limitation, immediate termination of this Grant Award Letter and any remedy consistent with federal copyright laws or applicable licensing restrictions.

Grantee: City of Pueblo
Project: Crisis Intervention Team

DCJ Grant #: 2023-SC-24-10-07

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507 C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Grant Award Letter. 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.

Grantee: City of Pueblo
Project: Crisis Intervention Team

DCJ Grant #: 2023-SC-24-10-07

EXHIBIT A2, GRANT FUNDING CHANGE LETTER

State Agency Insert Department's or IHE's Full Legal Name	Grant Funding Change Letter Number Insert the Option Number (e.g. "1" for the first option)
Contractor Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...	Original Grant Number Insert CMS number or Other Contract Number of the Original Contract
Current Contract Maximum Amount Initial Term State Fiscal Year 20xx \$0.00 Extension Terms State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 Total for All State Fiscal Years \$0.00	Grant Funding Change Letter Contract Number Insert CMS number or Other Contract Number of this Option Contract Performance Beginning Date Month Day, Year Current Contract Expiration Date Month Day, Year

1. GRANT FUNDING CHANGE

In accordance with §Insert Section Number of the Original Grant referenced above, the State Agency listed above commits the following funds to the grant:

A. The funding available for State Fiscal Year 20xx is Increased/Decreased by \$Amount of Change, because Insert Reason For Change.

B. The total funding avail for all State Fiscal Years as of the effective date of this Grant Funding Change Letter is shown as the current contract maximum above.

2. TERMINOLOGY

All terminology used in this Grant Funding Change Letter shall be interpreted in accordance with the Original Grant referenced above.

3. NO ORDER FOR WORK

This Grant Funding Change Letter modifies the available funding only and does not constitute an order or authorization for any specific services or goods under the Grant.

4. GRANT FUNDING CHANGE LETTER EFFECTIVE DATE:

The effective date of this Grant Funding Change Letter is upon approval of the State Controller or , whichever is later.

STATE OF COLORADO Jared S. Polis, Governor INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE By: Name & Title of Person Signing for Agency or IHE Date: _____
In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval Grant Funding Change Letter Effective Date: _____

Grantee: City of Pueblo
Project: Crisis Intervention Team

DCJ Grant #: 2023-SC-24-10-07

EXHIBIT A1, SAMPLE OPTION LETTER

State Agency Insert Department's or IHE's Full Legal Name	Option Letter Number Insert the Option Number (e.g. "1" for the first option)
Grantee Insert Grantee's Full Legal Name, including "Inc.", "LLC", etc...	Original Agreement Number Insert CMS number or Other Agreement Number of the Original Contract
Current Agreement Maximum Amount Initial Term State Fiscal Year 20xx \$0.00 Extension Terms State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 Total for All State Fiscal Years \$0.00	Option Agreement Number Insert CMS number or Other Agreement Number of this Option Agreement Performance Beginning Date Month Day, Year Current Agreement Expiration Date Month Day, Year

1. **OPTIONS:**

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

2. **REQUIRED PROVISIONS:**

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

3. **OPTION EFFECTIVE DATE:**

- F. The effective date of this Option Letter is upon approval of the State Controller or _____, whichever is later.

STATE OF COLORADO Jared S. Polis, Governor INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE By: _____ Name & Title of Person Signing for Agency or IHE Date: _____	In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Name of Agency or IHE Delegate-Please delete if agreement will be routed to OSC for approval Option Effective Date: _____
---	---

Grantee: City of Pueblo
Project: Crisis Intervention Team

DCJ Grant #: 2023-SC-24-10-07

EXHIBIT B, GRANT REQUIREMENTS

The following terms as used herein shall be construed and interpreted as follows:

1. AUDIT REQUIREMENTS

A. DUE DATE:

I. PROJECT START:

The Grantee must submit the most recent audit or financial review, including the corresponding governance/management letter, to DCJ within thirty (30) days of request; and, if the most recent audit/financial review has not already been submitted to DCJ, it must be submitted within thirty (30) days of the start of this project.

II. PROJECT DURATION AND END:

The Grantee assures that it will procure an audit or financial review, incorporating this grant award, by an independent Certified Public Accountant (CPA), licensed to practice in Colorado. The audit or financial review incorporating this grant award must be completed and received by DCJ within nine (9) months of the end of the fiscal years that includes the end date of the grant, or within thirty (30) days of the completion of such audit or review, whichever is earlier.

B. REPORT/AUDIT TYPE:

I. If your entity expended \$750,000 or more in Federal funds (from all sources including pass-through subawards) in your organization's fiscal year (12-month turnaround reporting period), your organization is required to arrange for a single organization-wide audit conducted in accordance with the provisions of Title 2 C.F.R. Subpart F (§ 200.500 et seq.)

II. [NOT APPLICABLE TO SUBGRANTEES AS DEFINED IN §3.DD. "SUBGRANTEE"] If your entity expends less than \$750,000 in Federal funds (from all sources including pass-through subawards) in your organization's fiscal year (12-month turnaround reporting period), your organization is required to arrange for either an audit or financial review as follows:

- 1.** Grantees that have revenue greater than \$300,000 from all sources during the entity's fiscal year are required by DCJ to obtain a financial audit.
- 2.** Grantees that have revenue less than \$300,000 from all sources during the entity's fiscal year are required by DCJ to obtain a financial audit or financial review. A compilation is not sufficient to satisfy this requirement.

C. REPORT/AUDIT COSTS:

The Grantee accepts responsibility for the costs of a financial program audit to be performed by the Department of Public Safety in the event that the audit report or financial review:

- I.** does not meet the applicable federal audit or DCJ standards;
- II.** is not submitted in a timely manner; or,
- III.** does not provide an audit response plan with corresponding corrections made sufficient to satisfy any audit findings.

D. FAILURE TO COMPLY:

The grantee understands and agrees that DCJ or the federal awarding office (DOJ) may withhold award funds, or may impose other related requirements, if the grantee does not satisfactorily and promptly address outstanding issues from audits required by Part 200 Uniform Requirements, by the terms of this award, by the current addition of the DOJ Grants Financial Guide, or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

2. ADDITIONAL REPORTING REQUIREMENTS

- A. In addition to quarterly report requirements these grant funds may have additional report requirements. The additional reports may include, but is not limited to, reporting progress and statistics directly into a federal Performance Management Tool (PMT).

3. FINANCIAL AND ADMINISTRATIVE MANAGEMENT

- A. The Grantee assures that fund accounting, auditing, monitoring, evaluation procedures and such records as necessary will be maintained to assure adequate internal fiscal controls, proper financial management, efficient disbursement of funds received, and maintenance of required source documentation for all costs incurred. These principles must be applied for all costs incurred whether charged on a direct or indirect basis.
- B. All expenditures must be supported by appropriate source documentation. Only actual, approved, allowable expenditures will be permitted.
- C. The Grantee assures that it will comply with the applicable Administrative Guide of the Division of Criminal Justice (Guide), located at the Division of Criminal Justice Grants website. However, such a guide cannot cover every foreseeable contingency, and the Grantee is ultimately responsible for compliance with applicable state and federal laws, rules and regulations. In the event of conflicts or inconsistencies between the Guide and any applicable state and federal laws, rules and regulations, such conflicts or inconsistencies shall be resolved by applicable state and federal laws, rules and regulations.

4. PROCUREMENT AND CONTRACTS

- A. Grantee assures that open, competitive procurement procedures will be followed for all purchases under the grant. All contracts for professional services, of any amount, and equipment purchases over five thousand dollars (per item, with a useful life of at least one year) must receive prior approval by the DCJ. Grantee shall submit Form 16 – Professional Services/Consultant Certification and/or Form 13 – Equipment Procurement Certification Form.
- B. Grantee may not assign its rights or duties under this grant without the prior written consent of the DCJ.

5. AWARD CHANGE REQUESTS

- A. Grantee may request budget modifications by submitting a request to DCJ. DCJ reserves the right to make and authorize modifications, adjustments, and/or revisions to the Contract for the purpose of making changes in budget categories, extensions of grant award dates, changes in goals and objectives, and other modifications as described in the body of the Contract.

Grantee: City of Pueblo
Project: Crisis Intervention Team

DCJ Grant #: 2023-SC-24-10-07

EXHIBIT C, SPECIAL CONDITIONS

The following program specific requirements are imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements. These requirements apply to this Agreement and must be passed on to subgrant award recipients.

The following Special Conditions documents, if checked, are incorporated herein.

☒ 2023 Byrne State Crisis Intervention Program (Byrne SCIP) Special Conditions

Grantee: City of Pueblo
Project: Crisis Intervention Team

DCJ Grant #: 2023-SC-24-10-07

EXHIBIT D, STATEMENT OF WORK

The Statement of Work contained within the DocuSign Envelope is incorporated herein.

Grantee: City of Pueblo
Project: Crisis Intervention Team

DCJ Grant #: 2023-SC-24-10-07

EXHIBIT E, BUDGET

The Budget and Budget Narrative contained within the DocuSign Envelope is incorporated herein.

Grantee: City of Pueblo
Project: Crisis Intervention Team

DCJ Grant #: 2023-SC-24-10-07

EXHIBIT F, FEDERAL REQUIREMENTS

The following federal requirements are imposed by the Federal sponsoring agency concerning special requirements of law. These requirements apply to this Agreement and must be passed on to subgrants and subcontractors.

☒ 2023 Federal Requirements

The following federal requirements are required by the Colorado Office of the State Controller. These requirements apply to this Agreement and must be passed on to subgrants and subcontractors.

☒ 2024 State Controller Federal Provisions

2023 – Byrne State Crisis Intervention Program (SCIP) Special Conditions
15PBJA-23-GG-00005-BSCI – 02/13/2023

2023 – Byrne State Crisis Intervention Program (SCIP) Special Conditions

The following program specific requirements are imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements. These requirements apply to Grantees and must be passed on to subgrant award recipients.

1. The Byrne State Crisis Intervention Program (Byrne SCIP) provides funding for the creation and/or implementation of extreme risk protection order programs, state crisis intervention court proceedings, and related gun violence reduction programs/initiatives. All recipients of Byrne SCIP funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the activities require environmental analysis.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

2. Use of Program Income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Program Income Report (DCJ Form 1-B).

2023 – Byrne State Crisis Intervention Program (SCIP) Special Conditions
15PBJA-23-GG-00005-BSCI – 02/13/2023

3. Justice Information Sharing

In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, the grantee (and any subgrantee at any tier) must comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular award. The grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

4. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of DCJ and/or BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

5. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the grantee (and any subgrantee at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if DCJ and/ or OJP determines this regulation to be applicable. Should DCJ or OJP determine 28 C.F.R. Part 23 to be applicable, DCJ and/or OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the grantee may be fined as per 42 U.S.C. 3789g(c)-(d). The grantee may not satisfy such a fine with federal funds.

6. Protection of human research subjects

The grantee (and any subgrantee at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

7. Confidentiality of data

The grantee (and any subgrantee at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The grantee further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

8. The grantee agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

2023 – Byrne State Crisis Intervention Program (SCIP) Special Conditions
15PBJA-23-GG-00005-BSCI – 02/13/2023

9. The grantee agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
10. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.
11. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. **15PBJA-23-GG-00005-BSCI** awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.
12. Submission of eligible records relevant to the National Instant Background Check System
Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the grantee (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the grantee (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS relevant "eligible records".

In the event of minor and transitory non-compliance, the grantee may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient

2023 – Byrne State Crisis Intervention Program (SCIP) Special Conditions
15PBJA-23-GG-00005-BSCI – 02/13/2023

compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

13. The grantee understands and agrees that no more than 10 percent of the total amount of this award may be used by the recipient for direct costs associated with administering the award.
14. Grantees must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, grantees are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.
15. Body armor - compliance with NIJ standards and other requirements.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>. In addition, if grantee uses funds under this award to purchase body armor, the grantee is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.
16. The grantee agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.
17. Grantee agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the grantee has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Grantees utilizing funds for FRT must make such policies and procedures available to DCJ and/or DOJ upon request.
18. Regarding medication-assisted treatment (MAT), the grantee understands and agrees to the following: 1) all clients in a BJA-funded drug court have a right to access MAT under the care and prescription of a physician to the extent MAT is clinically indicated; 2) BJA-funded drug courts must not deny any eligible client enrollment to the drug court program because of

2023 – Byrne State Crisis Intervention Program (SCIP) Special Conditions
15PBJA-23-GG-00005-BSCI – 02/13/2023

their use of FDA-approved medications for the treatment of substance abuse; 3) MAT must be permitted to be continued for as long as the prescriber determines that the FDA-approved medication is clinically beneficial; 4) while under no circumstances can a BJA-funded drug court program deny access to MAT under the care and prescription of a physician when it is clinically indicated, a judge retains judicial discretion to mitigate/reduce the risk of abuse, misuse, or diversion of these medications; and 5) federal funds shall not be used to support activities that violate the Controlled Substances Act, 21 U.S.C. 801-904.

19. All grant-funded adult drug courts must be operated based on the 10 key components for drug courts, which are found in BJA's and National Association of Drug Court Professionals' (NADCP) publication: Defining Drug Courts: The Key Components at <https://www.ncjrs.gov/pdffiles1/bja/205621.pdf>. During the grant period of performance, if the Bureau of Justice Assistance (BJA) concludes that a funded drug court is not conforming to the 10 key components, it retains the right to place the grantee on a corrective action plan to bring the drug court into conformance. Continued failure to maintain conformance to the key components may result in a hold placed on award funds or suspension/termination of the grant award agreement.
20. The grantee understands and agrees to operate any behavioral health crisis care program funded under this award in accordance with the Substance Abuse and Mental Health Services Administration National Guidelines for Behavioral Health Crisis Care: <https://www.samhsa.gov/sites/default/files/national-guidelines-for-behavioral-health-crisis-care-02242020.pdf>.
21. Extreme risk protection order programs funded under this award must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay,

2023 – Byrne State Crisis Intervention Program (SCIP) Special Conditions
15PBJA-23-GG-00005-BSCI – 02/13/2023

unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

EXHIBIT D – STATEMENT OF WORK

Project Summary

The City of Pueblo seeks funds to sustain the Crisis Intervention Team (CIT), a co-responder team for people in crisis situations. CIT is a partnership between the City of Pueblo Police Department and Health Solutions, merging the professional expertise of the police and behavioral health fields to improve the experiences and outcomes of persons in crisis. This total reflects salary and benefits for 3.0FTE clinicians – all other costs will be absorbed by the applicant and co-applicant. A Byrne SCIP award will be a transformative investment to deflect, redirect, or otherwise prevent people with behavioral health needs from the criminal justice system and into appropriate treatment. Equally important, it will significantly increase resources of Pueblo Police to respond to criminal activity.

Project Plan

Increasing concern about how to respond to nonemergent 911 calls involving mental health crisis is relatively new. Compounding the problem is the question of who is responsible for identifying solutions and acting. Is it an issue of suppression led by the police? Is it an issue of intervention with a focus on mental health providers, or the correctional system? Is it an issue of prevention led by community groups? These questions underscore the complexity of the problem and demonstrate that it is not an issue that lends itself to quick fixes, nor is it an issue that can be adequately addressed by a single organization.

To better serve the community and increase efficiency and save costs, Pueblo Police Department (PPD) has placed significant emphasis on creating alternatives to a traditional criminal justice approach with an additional way to respond to 911 calls that are lower-level crises in nature and do not require police nor fire. Specifically, PPD has implemented the Crisis Intervention Team (CIT) in partnership with Health Solutions to provide person-centric mobile crisis response to community members who are experiencing problems related to mental health, depression, poverty, homelessness, and/or substance use issues. The goal is to send the right people to help with nonviolent crises situations and to minimize unnecessary arrests and costs – financial and human.

The behavioral health program staff is employed by an external contracted service provider, Health Solutions. Health Solutions is a comprehensive, non-profit community medical and behavioral health treatment provider with centers in Pueblo, Huerfano and Las Animas Counties. The organization's mission is to assist those in need of healthcare services who require expert care to support recovery and to successfully achieve their healthcare goals. Health Solutions has the frontline staff to use effective crisis de-escalation techniques and connect individuals to appropriate Behavioral Health (BH) services in place of formal criminal justice intervention or unnecessary hospitalization.

A peace officer and behavioral health specialist ride together in the same vehicle and respond together to calls for service. The pair respond to behavior health calls for individuals in crisis or other behavioral health concerns that result in a request for police response, or who have other behavioral health needs as

determined by the City's Co-Responder partner, Health Solutions. This includes individuals at risk for low-level offenses, misdemeanor crimes, and individuals who have repeated contact with law enforcement. A clinician assists the officer in de-escalating encounters with troubled individuals and help link them with behavioral appropriate resources. Health Solutions has policies and procedures in place to ensure that program participants do not receive preferential access to resource if it will prevent others on waitlists or who had previously secured a resource, from being served.

Pueblo Police Department has worked collaboratively with Health Solutions to develop policies and procedures for call takers and dispatchers including what specific information they must gather from callers, procedures by which dispatchers are informed of staffing patterns (including up to date information during shifts), and clear definition of the geographic areas designated and eligible for CIT Co-Responder calls. Officer training is also provided to improve officers' responses to people with behavioral health needs and to educate officers on the CIT program. Health Solutions determines the amount of training necessary to ensure, at a minimum, that there is a group of officers sufficient to cover all shifts and geographic districts. Cross-system training is also provided to promote understanding of agencies' roles and responsibilities, law enforcement issues, cultural responsiveness, program policies and procedures, and information sharing, safety.

The CIT program responds to someone in crisis by providing them with a trauma informed outlet for receiving assistance without the stigma of justice involvement. When someone calls 911 for something like a mental health crisis, substance use issue or even something like homelessness or poverty, their call can be dispatched to a CIT team. When the CIT unit arrives, the team provides direct clinical de-escalation. Services include on-scene response (crisis de-escalation, behavioral health screening and assessment, call disposition planning, coordination of immediate service needs) and post-crisis response (referral and connection to community-based services, outreach to and referrals for families, coordination with systems of care, short-term case management support, and peer support).

The success of the CIT program is highlighted in the Pueblo Chieftain article <https://www.chieftain.com/story/news/2018/01/14/therapists-making-difference-on-pueblo/9292258007/>. In the performance period September 2021 through June 2023, the CIT program recorded 926 contacts.

- % of total contacts resulting in incarceration: less than 1% (9/926)
- % of total contacts resulting in an ER visit: 10% (94/926)
- % of total contacts that declined referral: 1.9% (18/926)

The CIT program also directly aligns with the Pueblo Fire Department's DOTS (Directing Others To Services) program to reduce the overuse and misuse of the 911 system. To accomplish this, the DOTS team actively promotes interagency partnerships to form a coalition (the health department, local hospitals, the FQHC, Health Solutions, veterans' administration, ambulance companies, the senior resource agency, and nonemergent medical transportation companies) with shared vision and integrated resources. Together with DOTS, the coalition then identifies emergency system super-users or misusers, who are eligible on a voluntary basis to become DOTS' clients.

Goals & Outcomes

GOAL 1

Goal 1 Deflect, redirect, or otherwise prevent people with behavioral health needs away from the criminal justice system

Outcome 1.1

Outcome Decrease arrests and injury rates for individuals in crisis to less than 3%

Measurement Measured by examining the delta between baseline (collected at the beginning of the project) and data collected at different times during the performance period. Health Solutions will collect information about: mean and median response times; range (min and max) of response times; rate of responses within 1hr, 2hrs, 3hrs, or longer; and rate of crisis responses resolved

Timeframe Monthly

GOAL 2

Goal 2 Connect people to resources services and into appropriate treatment.

Outcome 2.1

Outcome Increase follow-up services from a CIT case manager to at least 75% of all CIT cases

Measurement Measured by examining the delta between baseline (collected at the beginning of the project) and data collected at different times during the performance period. Data will be collected by Health Solutions' tracking system for: referrals made; impact of response on imminent suicide risk

Timeframe Monthly

Outcome 2.2

Outcome Decrease pressure on the health care system by reducing emergency department visits and psychiatric hospitalizations by referring at least 50% of CIT caseload away from ED

Measurement Measured by examining the delta between baseline (collected at the beginning of the project) and data collected at different times during the performance period. Data will

Grantee: City of Pueblo
Project: Crisis Intervention Team

DCJ Grant #: 2023-SC-24-10-07

	be collected by Health Solutions' tracking system for: number of clients diverted from Emergency Department services
Timeframe	Monthly
GOAL 3	
Goal 3	Allow law enforcement to spend less time on behavioral health concerns in order to return to patrol.
Outcome 3.1	
Outcome	Decrease officer time on-scene from an average of 92 minutes for calls involving subjects presenting with behavior health needs or crisis to an average of 31 minutes for same calls.
Measurement	Measured by examining the delta between baseline (collected at the beginning of the project) and data collected at different times during the performance period. Data will be collected from the 911 system and Health Solutions' tracking system for: rate of calls diverted from law enforcement; total number of calls routed to CIT; total number of individuals served; average number served per 8-hour shift.
Timeframe	Monthly
Outcome 3.2	
Outcome	increase the cost-effectiveness of responding to people in crisis
Measurement	Total dollars in award is less than baseline cost of response to calls for behavioral health crisis
Timeframe	Annually

Grantee: City of Pueblo
Project: Crisis Intervention Team

DCJ Grant #: 2023-SC-24-10-07

Exhibit E – Budget

	Grant Funds	Match Funds	Project Total
Personnel	\$0	\$0	\$0
Supplies & Operating	\$0	\$0	\$0
Travel	\$0	\$0	\$0
Equipment	\$0	\$0	\$0
Consultants / Contracts	\$301,648	\$0	\$301,648
Indirect	\$0	\$0	\$0
Total	\$301,648	\$0	\$301,648

Personnel: Budget & Budget Narrative Details													
Position Title	Annual Base Salary	Annual Base Salary To Be Paid By Grant Funds	% To Be Paid By Grant Funds	Annual Fringe	Annual Fringe To Be Paid By Grant Funds	% To Be Paid By Funds	Total Annual Base Salary + Fringe	Total Base Salary + Fringe To Be Paid By Grant Funds	OT - Annual Base Salary	OT - Annual Base Salary To Be Paid By Grant Funds	OT - Annual Fringe	OT - Annual Fringe To Be Paid By Grant Funds	Total To Be Paid By Grant Funds (including overtime)
NA	\$0	\$0	0%	\$0	\$0	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Budget Narrative and Justification:													
Personnel Total:	\$0	\$0	0%	\$0	\$0	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Non-Personnel: Budget & Budget Narrative Details		
Budget Item	Amount To Be Paid By Grant Funds	Budget Narrative and Justification
SUPPLIES & OPERATING		
NA	\$0	
Supplies & Operating Total	\$0	
TRAVEL		
NA	\$0	
Travel Total	\$0	
EQUIPMENT		
NA	\$0	
Equipment Total	\$0	

Grantee: City of Pueblo
Project: Crisis Intervention Team

DCJ Grant #: 2023-SC-24-10-07

CONSULTANTS/CONTRACTS (PROFESSIONAL SERVICES)

Health Solutions, clinicians	\$301,648	The City of Pueblo will contract with Health Solutions to provide direct delivery of services. 3.0FTE (clinicians will be hired. Credentialed and trained clinicians will earn \$7,019 (gross) per month and receive a benefit package that amounts to 25% of base pay. Credentials include MSP at minimum and MA, LPC, CAS, CCS as a maximum. Health Solutions will ensure 100% of funds from this award are for employees dedicating 100% of their reported time to the CIT program. Costs are based on actual totals from the ARPA funded CIT program Aug 2021 through June 2023.
Consultants/Contracts Total	\$301,648	
INDIRECT		
NA	\$0	
Indirect Total	\$0	
Total Non-Personnel	\$301,648	

Federal Awards issued from 2023 Federal Grant Funds

2023 FEDERAL REQUIREMENTS

Introduction [New for 2023]	3
1. Applicability	3
2. Recipient	3
3. Ensuring Compliance of Subgrantees (subrecipients)	3
4. General Conditions	3
A. Requirements of the award; remedies for non-compliance or for materially false statements	3
B. Applicability of Part 200 Uniform Requirements	4
C. Compliance with DOJ Grants Financial Guide	5
D. Reclassification of various statutory provisions to a new Title 34 of the United States Code	5
E. Requirements related to "de minimis" indirect cost rate	5
F. Requirement to report potentially duplicative funding	5
G. Requirements related to System for Award Management and Universal Identifier Requirements/Unique Entity Identifiers	6
H. Employment eligibility verification for hiring under the award	6
I. Requirement to report actual or imminent breach of personally identifiable information (PII)	7
J. All subawards ("subgrants") and contracts must have DCJ authorization	8
K. Specific post-award approval required to use a noncompetitive approach in any procurement contract	8
L. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and DOJ or DCJ authority to terminate award)	8
M. Determination of suitability to interact with participating minors	8
N. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events	9
O. Requirement for data on performance and effectiveness under the award	9
P. Training Guiding Principles	9
Q. Effect of failure to address audit issues	9
R. Potential imposition of additional requirements	9
S. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42	10
T. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54	10
U. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38	10
V. Restrictions on "lobbying" and policy development	10
W. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2023)	11
X. Reporting potential fraud, waste, and abuse, and similar misconduct	11
Y. Restrictions and certifications regarding non-disclosure agreements and related matters	11
Z. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)	12
AA. Encouragement of policies to ban text messaging while driving	13
BB. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency	13
CC. Right to examine documents	13
DD. Maintaining contact information	13
EE. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS	14
FF. Cooperating with DOJ Monitoring	14
GG. Required monitoring of subawards	14
HH. Safe policing and law enforcement subrecipients	14
II. Authorized Official	15
JJ. Compliance with restrictions on the use of federal funds-prohibited and controlled equipment under OJP award	15
5. Financial Requirements	15

Federal Awards issued from 2023 Federal Grant Funds

A. Non-supplantation	15
B. Misuse of award funds	15
C. Limitation on use of funds to approved activities	16
D. Consultant compensation rates	16
E. Limit on use of grant funds for grantees' employees' salaries	16
6. Civil rights requirements associated with DOJ awards	16
A. Civil rights laws and nondiscrimination provisions	17
B. Civil rights compliance: Access to services and benefits by individuals with limited English proficiency	18
C. Certification	18
D. Nondiscrimination provisions and the Religious Freedom Restoration Act	18
E. Overview of "Civil Rights Laws"	19
7. Recipients of OVW grant dollars ONLY	20
A. Availability of general terms and conditions on OVW website	20
B. Compliance with statutory and regulatory requirements	20
C. VAWA 2013 nondiscrimination condition	20
D. Confidentiality and information sharing	20
E. Activities that compromise victim safety and recovery and undermine offender accountability	21
F. Policy for response to workplace-related incidents of sexual misconduct, domestic violence, and dating violence	21
G. Termination or suspension for cause	21
H. Compliance with solicitation requirements	21
I. Subrecipient program income	22
J. Subrecipient product monitoring	22

Federal Awards issued from 2023 Federal Grant Funds

A. INTRODUCTION [NEW FOR 2023]

Each year the Division of Criminal Justice (DCJ) performs a detailed assessment of the federal legal requirements to generate this exhibit. The DCJ has incorporated these notations into this document to call out differences from prior years. Minor changes that do not change the requirement, such as typographical errors or formatting will not be noted as a change.

1. APPLICABILITY

[Same as years: 2018, 2019, 2020, 2021, 2022]

The DCJ issues federal grants from two Department of Justice (DOJ) offices: the Office of Justice Programs (OJP) and the Office on Violence Against Women (OVW). All award conditions set out below apply to both OJP and OVW funded grants, with the exception of the conditions labeled as: "Recipients of OVW grant dollars only" or "Recipients of OJP grant dollars only" which only apply to OVW funded awards.

References to the **DOJ** apply to both OJP and OVW funded grants.

Individual awards will also include special conditions. Those additional conditions may relate to the particular statute, program, or solicitation under which the award is made; the substance of the funded application; the grantee's performance under other federal awards; the grantee's legal status (e.g., as a for-profit entity); or to other pertinent considerations.

2. RECIPIENT

[Same as years: 2018, 2019, 2020, 2021, 2022]

For the purposes of this document, the term "recipient" refers to the Legal Entity Name listed on the Division of Criminal Justice (DCJ) Grant Award Document issued to a grantee receiving federal grants funds from DCJ. The term "Recipient" and "Grantee" are interchangeable within this Exhibit.

3. ENSURING COMPLIANCE OF SUBGRANTEES (SUBRECIPIENTS)

[Same as years: 2018, 2019, 2020, 2021, 2022]

Grantee is responsible for notifying any subgrantee (subrecipient), issued under this grant, of all provisions herein. Grantee is responsible for monitoring any subgrantee (subrecipient) for compliance with all the provisions herein.

4. GENERAL CONDITIONS

B. Requirements of the award; remedies for non-compliance or for materially false statements

[Same as years: 2020, 2021, 2022]

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

OJP Awards Only: Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

Federal Awards issued from 2023 Federal Grant Funds

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Division of Criminal Justice (DCJ), Office of Justice Programs ("OJP") or Office on Violence Against Women ("OVW") taking appropriate action with respect to the recipient and the award. Among other things, the Department of Justice "DOJ" may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, and DCJ also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

C. Applicability of Part 200 Uniform Requirements

[Same as years: 2018, 2019, 2020, 2021, 2022 - except as highlighted]

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2023 award from the DOJ.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2023 award supplements funds previously awarded by DOJ under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2023 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to DOJ awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334, 200.337.

In the event that an award-related question arises from documents or other materials prepared or distributed by the DOJ that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact DCJ promptly for clarification.

Federal Awards issued from 2023 Federal Grant Funds

D. Compliance with DOJ Grants Financial Guide

[Same as years: 2018, 2019, 2020, 2021, 2022]

The grantee agrees to comply with the current edition of the DOJ Grants Financial Guide as posted on the website, including any updated version that may be posted during the period of performance. References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance.

E. Reclassification of various statutory provisions to a new Title 34 of the United States Code

[Same as years: 2018, 2019, 2020, 2021, 2022]

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to DOJ awards (that is, DOJ grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

F. Requirements related to "de minimis" indirect cost rate

[Same as years: 2018, 2019, 2020, 2021, 2022]

A grantee that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements

G. Requirement to report potentially duplicative funding

[Same as years: 2018, 2019, 2020, 2021, 2022]

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify DCJ in writing of the potential duplication, and, if so requested by DCJ, must seek a budget-modification and change-of-project to eliminate any inappropriate duplication of funding.

H. Requirements related to System for Award Management and Universal Identifier Requirements/Unique Entity Identifiers

[Same as years: 019, 2020, 2021, 2022 - except as highlighted]

The grantee must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/SAM/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

Federal Awards issued from 2023 Federal Grant Funds

The grantee must comply with applicable restrictions on subawards Grantees, including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the grantee's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> and the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

I. Employment eligibility verification for hiring under the award

[Same as years: 2019, 2020, 2021, 2022]

1. The grantee (and any subrecipient at any tier) must—
 - a. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).
 - b. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both —
 - (1) this award requirement for verification of employment eligibility, and
 - (2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
 - c. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).
 - d. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.
2. Monitoring. The grantee's monitoring responsibilities include monitoring of subrecipient compliance with this condition.
3. Allowable costs. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.
4. Rules of construction
 - a. Staff involved in the hiring process
 - b. For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient)

Federal Awards issued from 2023 Federal Grant Funds

officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

- c. Employment eligibility confirmation with E-Verify
- d. For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.
- e. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.
- f. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.
- g. Nothing in this condition, including in paragraph 4.b., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to DCJ, before award acceptance.

J. Requirement to report actual or imminent breach of personally identifiable information (PII)

[Same as years: 2018, 2019, 2020, 2021, 2022 - except as highlighted]

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an DOJ grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an DOJ Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

K. All subawards ("subgrants") and contracts must have DCJ authorization

[Same as years: 2018, 2019, 2020, 2021, 2022]

The grantee, and any subrecipient ("subgrantee") at any tier, must receive approval from DCJ prior to issuing a subaward or a procurement contract under this award.

L. Specific post-award approval required to use a noncompetitive approach in any procurement contract

[Same as years: 2018, 2019, 2020, 2021, 2022]

Federal Awards issued from 2023 Federal Grant Funds

The grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP or OVW considers a procurement "contract" (and therefore does not consider a subaward).

M. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and DOJ or DCJ authority to terminate award)

[Same as years: 2021, 2022]

The grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the grantee's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> and the OVW web site at <https://www.justice.gov/ovw/award-conditions> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and DOJ authority to terminate award)), and are incorporated by reference here.

N. Determination of suitability to interact with participating minors

[Same as years: 2021, 2022]

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ) (or in the application for any subaward at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> and OVW web site at <https://www.justice.gov/ovw/award-conditions> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

O. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

[Same as years: 2018, 2019, 2020, 2021, 2022]

The grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

Federal Awards issued from 2023 Federal Grant Funds

Recipients of OVW grant dollars only: Additional information on the pertinent to this award appears on the OVW website at <https://www.justice.gov/ovw/conference-planning>.

P. Requirement for data on performance and effectiveness under the award

[Same as years: 2020, 2021, 2022]

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to DCJ and/or DOJ in the manner (including within the timeframes) specified by DCJ in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Q. Training Guiding Principles

[Same as years: 2018, 2019, 2020, 2021, 2022]

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with DOJ award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm> , or the OVW Training Guiding Principles for Grantees and Subgrantees, available at <https://www.justice.gov/ovw/resources-and-faqs-grantees#Discretionary>.

R. Effect of failure to address audit issues

[Same as years: 2018, 2019, 2020, 2021, 2022]

The recipient understands and agrees that the DCJ or the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DCJ or DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

S. Potential imposition of additional requirements

[Same as years: 2018, 2019, 2020, 2021, 2022]

The recipient agrees to comply with any additional requirements that may be imposed by the DCJ during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DCJ high-risk grantee list.

T. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

[Same as years: 2018, 2019, 2020, 2021, 2022]

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

U. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

[Same as years: 2018, 2019, 2020, 2021, 2022]

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Federal Awards issued from 2023 Federal Grant Funds**V. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38**

[Same as years: 2018, 2019, 2020, 2021, 2022]

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

W. Restrictions on "lobbying" and policy development

[Same as years: 2018, 2019, 2020, 2021, 2022 - except as highlighted]

In general, as a matter of federal law, federal funds awarded by DOJ may not be used by the grantee, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Recipients of OVW grant dollars only:

The recipient, or any subrecipient ("subgrantee") may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. § 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

Another federal law generally prohibits federal funds awarded by DOJ from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact DCJ for guidance, and may not proceed without the express prior written approval of DCJ and the DOJ awarding agency (OJP or OVW, as appropriate).

Federal Awards issued from 2023 Federal Grant Funds

X. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2023)

[Same as years: 2021, 2022 - except as highlighted]

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2023, are set out at <https://ojp.gov/funding/Explore/FY23AppropriationsRestrictions.htm>, <https://www.justice.gov/ovw/award-conditions>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact DCJ for guidance, and may not proceed without the express prior written approval of DCJ.

Y. Reporting potential fraud, waste, and abuse, and similar misconduct

[Same as years: 2020, 2021, 2022 - except as highlighted]

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig>.

Z. Restrictions and certifications regarding non-disclosure agreements and related matters

[Same as years: 2018, 2019, 2020, 2021, 2022]

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient —

- a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

Federal Awards issued from 2023 Federal Grant Funds

- b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
- 2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both --
 - a. it represents that--
 - (1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

AA. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

[Same as years: 2018, 2019, 2020, 2021, 2022]

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the grantee is to contact the DCJ for guidance.

BB. Encouragement of policies to ban text messaging while driving

[Same as years: 2018, 2019, 2020, 2021, 2022]

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the

Federal Awards issued from 2023 Federal Grant Funds

course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

CC. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency

[Same as years: 2019, 2020, 2021, 2022]

If the recipient is designated "high risk" by a federal grant-making agency, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to DCJ. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency

DD. Right to examine documents

[Same as years: 2018, 2019, 2020, 2021, 2022]

The grantee, and any subrecipient ("subgrantee") at any tier, must authorize the DCJ or DOJ awarding agency (OJP or OVW, as appropriate) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper, or documents related to this grant.

EE. Maintaining contact information

[Same as years: 2018, 2019, 2020, 2021, 2022]

The grantee acknowledges that it is responsible for maintaining updated contact information in the Grants Management System (GMS). To update information in GMS for either the point of contact and/or the authorized representative, the grantee must submit a Change in Project Officials (DCJ Form 4-B).

FF. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

[Same as years: 2019, 2020, 2021, 2022]

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this DOJ award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of DOJ awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> and OVW web site at: <https://www.justice.gov/ovw/award-conditions> (Award Condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

Federal Awards issued from 2023 Federal Grant Funds**GG. Cooperating with DOJ Monitoring**

[Same as years: 2021, 2022]

The recipient agrees to cooperate with DCJ and DOJ monitoring of this award pursuant to DCJ and DOJ's guidelines, protocols, and procedures, and to cooperate with DCJ and DOJ (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to DCJ and DOJ all documentation necessary for DCJ and/or DOJ to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by DCJ and/or DOJ for providing the requested documents. Failure to cooperate with DCJ and/or DOJ's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

HH. Required monitoring of subawards

[Same as years: 2021, 2022]

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

II. Safe policing and law enforcement subrecipients

[Same as years: 2021, 2022]

If this award is a discretionary award, the recipient agrees that it will not make any subawards to State, local, college, or university law enforcement agencies unless such agencies have been certified by an approved independent credentialing body or have started the certification process. To become certified, law enforcement agencies must meet two mandatory conditions: (1) the agency's use of force policies adhere to all applicable federal, state, and local laws; and (2) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law. For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

JJ. Authorized Official

[Same as years: 2022]

The grantee understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

KK. Compliance with restrictions on the use of federal funds-prohibited and controlled equipment under OJP award

[New - incorporated by reference in many OJP awards made during or after May 1, 2023]

Federal Awards issued from 2023 Federal Grant Funds

Recipients of OVJP grant dollars only: Consistent with Executive Order 14074, “Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety,” OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient (“subgrantee”) at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the “controlled equipment list.”

The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds: Prohibited and Controlled Equipment under OJP awards), and are incorporated by reference here.

5. FINANCIAL REQUIREMENTS

A. Non-supplantation

[Same as years: 2018, 2019, 2020, 2021, 2022]

The recipient agrees that grant funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this grant.

Supplanting arises when a Recipient reduces non-federal funds for an activity specifically because federal funds are available (or are expected to be available) to fund that same activity. Federal funds must be used to supplement existing State or local funds for program activities, and may not replace (that is, may not "supplant") State or local funds that have been appropriated or allocated for the same purpose. Additionally, federal funding may not replace State or local funding that is required by law.

When supplanting is prohibited, potential supplanting will be the subject of DCJ monitoring and audit. Should a question of supplanting arise, the grantee will be required to substantiate that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

B. Misuse of award funds

[Same as years: 2018, 2019, 2020, 2021, 2022]

The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

C. Limitation on use of funds to approved activities

[Same as years: 2018, 2019, 2020, 2021, 2022]

The recipient agrees that grant funds will be used only for the purposes described in this award. The grantee must not undertake any work or activities that are not described in this award, and must not use staff, equipment, or other goods or services paid for with grant funds for such work or activities, without prior written approval from DCJ.

D. Consultant compensation rates

[Same as years: 2019, 2020, 2021, 2022]

The recipient acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of \$81.25 per hour, not to exceed \$650 per day. To exceed this specified maximum rate, recipients must submit to DCJ a detailed justification and have such justification approved by DCJ, prior to obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rate in excess of \$81.25 per hour, not to exceed \$650 per

Federal Awards issued from 2023 Federal Grant Funds

day. Although prior approval is not required for consultant rates below this specified maximum rate, recipients are required to maintain documentation to support all daily or hourly consultant rates.

E. Limit on use of grant funds for grantees' employees' salaries

[Same as years: 2019, 2020, 2021, 2022]

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the DCJ via DOJ.

6. CIVIL RIGHTS REQUIREMENTS ASSOCIATED WITH DOJ AWARDS

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from the DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

The Grantee hereby agrees that it will comply, and all of its subrecipients ("subgrantees") will comply, with the applicable provisions of:

A. Civil rights laws and nondiscrimination provisions

[Same as years: 2018, 2019, 2020, 2021, 2022 - except as highlighted]

States and units of local government, public and nonprofit institutions of higher education, nonprofit organizations, for-profit businesses, and other recipients of DOJ grants may be subject to various federal civil rights laws for reasons *other than* their receipt of DOJ funds. Some examples include federal civil

Federal Awards issued from 2023 Federal Grant Funds

rights laws related to discrimination on the basis of race, color, national origin, sex, religion, or disability.

Because a DOJ award is a form of "federal financial assistance," the recipients of a DOJ award (and any "subrecipient" at any tier) must comply with additional civil-rights-related requirements above and beyond those that otherwise would apply.

In general, these additional requirements fall into one of two categories:

1. Civil rights laws (sometimes referred to as "cross-cutting" federal civil rights statutes). These apply to essentially any entity that receives an award of federal financial assistance -- regardless of which federal agency awards the grant or cooperative agreement -- and encompass the "program or activity" funded in whole or in part with the federal financial assistance.
2. Nondiscrimination provisions. These are requirements or restrictions that apply to certain OJP or OVW awards -- in addition to the civil rights laws -- because they are set out in a statute that applies specifically to one or more particular OJP or OVW grant programs, or to OJP or OVW awards made under a particular legal authority. Much like the civil rights laws, these provisions apply variously to the programs, activity, or undertaking funded in whole or in part by OJP or OVW, and are described herein.
 - a. Such nondiscrimination provisions apply to some, but not all, OJP or OVW grant programs.
 - b. The nondiscrimination provisions that apply to an OJP or OVW award (above and beyond the requirements in "cross-cutting" civil rights laws) may vary from award to award, even for awards made during the same fiscal year.
 - c. Typically, no more than one of these nondiscrimination provisions will apply to any particular OJP or OVW award.

General information on the civil rights laws that apply to every OJP or OVW award, and on the nondiscrimination provisions that apply to some OJP or OVW awards, is available at <https://ojp.gov/about/ocr/statutes-regulations>.

NOTE: As discussed in more detail below, if a civil rights law or nondiscrimination provision prohibits discrimination in employment on the basis of religion, the prohibition is read together with the provisions of the Religious Freedom Restoration Act of 1993.

B. Civil rights compliance: Access to services and benefits by individuals with limited English proficiency

[Same as years: 2020, 2021, 2022]

Compliance with the civil rights laws entails, among other things, taking reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to DOJ-funded programs or services. An individual with limited English proficiency is one whose first language is not English and who has a limited ability to read, write, speak, or understand English. To assist recipients of DOJ awards in meeting their obligations with respect to such individuals, DOJ has published a guidance document, available on the LEP.gov website.

C. Certification

[Same as years: 2018, 2019, 2020, 2021, 2022]

Federal Awards issued from 2023 Federal Grant Funds

Each grantee by accepting this award, certifies that it will comply (and it will require any subrecipient at any tier to comply) with applicable civil rights laws and nondiscrimination provisions. An additional DCJ Form 30, will be required prior to the disbursement of any funds.

D. Nondiscrimination provisions and the Religious Freedom Restoration Act

[Same as years: 2022]

As noted earlier, a nondiscrimination provision that deals with discrimination in employment on the basis of religion is read together with the pertinent provisions of the Religious Freedom Restoration Act of 1993. As a result, even if an otherwise-applicable nondiscrimination provision states that a grantee or subrecipient may not discriminate in employment based on religion, a DOJ recipient or subrecipient that is a faith-based organization may consider religion in hiring, provided it satisfies particular requirements.

An DOJ recipient that is a faith-based organization and that seeks to consider religion in hiring despite an applicable nondiscrimination provision must properly execute and submit to DCJ a specific formal certification to DCJ to the effect that--

1. The grantee is a religious organization that sincerely believes that providing the programs or services funded by the DOJ award is an expression of its religious beliefs, that employing individuals of particular religious belief is important to its religious exercise, and that having to abandon its religious hiring practice to receive federal funding would substantially burden its religious exercise.
2. The grantee will not discriminate against beneficiaries (or prospective beneficiaries) of the programs or services funded by the DOJ award on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.
3. The grantee will keep any explicitly religious activities separate in time or location from programs or services funded by the DOJ award.
4. The grantee will not require beneficiaries (or prospective beneficiaries) of programs or services funded by the DOJ award to attend or participate in any explicitly religious activities. Any such participation will be purely voluntary.

To make the required certification, an appropriate, authorized official of the grantee organization must execute the Certification Regarding Hiring Practices on the Basis of Religion on behalf of the grantee. A copy of the executed certification must be submitted to DCJ. The grantee must retain the signed original on file as part of its records for the DOJ award.

An DOJ recipient that executes and submits a certification that satisfies these requirements ordinarily may consider religion in hiring. Different rules may apply, however, if there is good reason to question the truthfulness of the certification, or if DCJ determines that it is necessary to restrict the recipient from considering religion in hiring to further a compelling government interest. (If DCJ makes such a determination, the DCJ may impose limitations that represent the least restrictive means of furthering the compelling government interest.)

The rules that apply to subrecipients of DOJ awards that are faith-based organizations are similar, except that the subrecipient is to submit the required certification to the grantee.

E. Overview of "Civil Rights Laws"

[Same as years: 2022 - except as highlighted]

Important "civil rights laws" that apply to all federal financial assistance -- and to all recipients and subrecipients of DOJ awards made in FY 2023, are these:

Federal Awards issued from 2023 Federal Grant Funds

- **Section 601 of Title VI of the Civil Rights Act of 1964** (codified at 42 U.S.C. 2000d)
 - Statutory provision:

No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
 - DOJ implementing regulation: Subparts C and D of 28 C.F.R. Part 42.
- **Section 504 of the Rehabilitation Act of 1973** (codified at 29 U.S.C. 794)
 - Statutory provision:

No otherwise qualified individual with a disability in the United States, as defined in [29 U.S.C. 705(20)], shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance[.]
 - DOJ implementing regulation: Subpart G of 28 C.F.R. Part 42.
- **Section 901 of Title IX of the Education Amendments of 1972** (codified at 20 U.S.C. 1681)
 - Statutory provision:

No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance[.]
 - DOJ implementing regulations: Subpart D of 28 C.F.R. Part 42; 28 C.F.R Part 54.
- **Section 303 of the Age Discrimination Act of 1975** (codified at 42 U.S.C. 6102)
 - Statutory provision:

[N]o person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

DOJ implementing regulation: Subpart I of 28 C.F.R. Part 42.

7. RECIPIENTS OF OVW GRANT DOLLARS ONLY

A. Availability of general terms and conditions on OVW website

[Same as years: 2019, 2020, 2021, 2022]

The grantee agrees to follow the applicable set of general terms and conditions that are available at <https://www.justice.gov/ovw/award-conditions>. These do not supersede any specific conditions in this award document.

B. Compliance with statutory and regulatory requirements

[Same as years: 2018,2019, 2020, 2021, 2022]

The grantee agrees to comply with all relevant statutory and regulatory requirements, which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of

Federal Awards issued from 2023 Federal Grant Funds

2013, P.L. 113-4, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. §§ 10101 et seq., and OVW's implementing regulations at 28 C.F.R. Part 90.

C. VAWA 2013 nondiscrimination condition

[Same as years: 2018, 2019, 2020, 2021, 2022]

The recipient acknowledges that 34 U.S.C. § 12291(b)(13) prohibits recipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. The recipient agrees that it will comply with this provision. The recipient also agrees to ensure that any subrecipients ("subgrantees") at any tier will comply with this provision.

D. Confidentiality and information sharing

[Same as years: 2018, 2019, 2020, 2021, 2022]

The grantee agrees to comply with the provisions of 34 U.S.C. § 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The recipient also agrees to comply with the regulations implementing this provision at 28 CFR 90.4(b) and "Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision (34 U.S.C. § 12291(b)(2))" on the OVW website at <https://www.justice.gov/ovw/resources-and-faqs-grantees>. The grantee also agrees to ensure that all subrecipients ("subgrantees") at any tier meet these requirements.

E. Activities that compromise victim safety and recovery and undermine offender accountability

[Same as years: 2018, 2019, 2020, 2021, 2022]

The recipient agrees that grant funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services; procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedures or policies that fail to ensure service providers conduct safety planning with victims; project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing; or any other activities outlined in the solicitation under which the approved application was submitted.

F. Policy for response to workplace-related incidents of sexual misconduct, domestic violence, and dating violence

[Same as years: 2020, 2021, 2022]

The recipient, and any subrecipient at any tier, must have a policy, or issue a policy within 270 days of the award date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The details of this requirement are posted on the OVW web site at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Policy for response to workplace-related sexual misconduct, domestic violence, and dating violence), and are incorporated by reference here.

Federal Awards issued from 2023 Federal Grant Funds

G. Termination or suspension for cause

[Same as years: 2018, 2019, 2020, 2021, 2022]

DCJ or the Director of OVW, upon a finding that there has been substantial failure by the recipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, will terminate or suspend until DCJ or the Director is satisfied that there is no longer such failure, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18, as applicable mutatis mutandis.

H. Compliance with solicitation requirements

[Same as years: 2021, 2022]

The recipient agrees that it must be in compliance with requirements outlined in the solicitation under which the approved application was submitted, the applicable Solicitation Companion Guide, and any program-specific frequently asked questions (FAQs) on the OVW website (<https://www.justice.gov/ovw/resources-and-faqs-grantees>). The program solicitation, Companion Guide, and any program specific FAQs are hereby incorporated by reference into this award.

I. Subrecipient program income

[Same as years: 2021, 2022]

The recipient understands and agrees that it has responsibility for approval of program income earned by subrecipients. Program income, as defined by 2 C.F.R. 200.1, means gross income earned by a non-federal entity that is directly generated by a supported activity or earned as a result of the federal award during the period of performance.

Without prior approval, program income must be deducted from total allowable costs to determine the net allowable costs. In order to add program income to a subaward, subrecipients must seek approval from the recipient prior to generating any program income. Any program income added to a subaward must be used to support activities that were approved in the budget and follow the conditions of the subaward agreement. Any program income approved by the recipient must be reported by the subrecipient to the recipient so that it is reported on the quarterly Program Income Financial Report (DCJ Form 1-B) in accordance with the addition alternative. If the program income amount changes (increases or decreases) during the project period, the recipient must provide approval by the end of the project period. Failure to comply with these requirements may result in audit findings for both the recipient and the subrecipient.

J. Subrecipient product monitoring

[Same as years: 2021, 2022]

The recipient agrees to monitor subrecipients to ensure that materials and products (written, visual, or sound) developed with OVW formula grant program funding fall within the scope of the grant program and do not compromise victim safety.

2024 State Controller Federal Provisions

2024 State Controller Federal Provisions

1. APPLICABILITY OF PROVISIONS.

- 1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.
- 1.2. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. DEFINITIONS.

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
 - 2.1.1. “Award” means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
 - 2.1.2. “Entity” means:
 - 2.1.2.1. a Non-Federal Entity;
 - 2.1.2.2. a foreign public entity;
 - 2.1.2.3. a foreign organization;
 - 2.1.2.4. a non-profit organization;
 - 2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
 - 2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);
 - 2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
 - 2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).
 - 2.1.3. “Executive” means an officer, managing partner or any other employee in a management position.
 - 2.1.4. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1
 - 2.1.5. “Grant” means the Grant to which these Federal Provisions are attached.
 - 2.1.6. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached. Grantee also means Subrecipient.
 - 2.1.7. “Non-Federal Entity” means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.

2024 State Controller Federal Provisions

- 2.1.8. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
- 2.1.8.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 2.1.8.2. Is not organized primarily for profit; and
 - 2.1.8.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.9. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.10. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.11. “Recipient” means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.12. “Subaward” means an award by a Recipient to a Subrecipient or a Contractor funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.13. “Subrecipient” or “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program. Subrecipient also means Grantee.
- 2.1.14. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 2.1.15. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:
- 2.1.15.1. Salary and bonus;
 - 2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 2.1.15.4. Change in present value of defined benefit and actuarial pension plans;
 - 2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.

2024 State Controller Federal Provisions

- 2.1.16. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
- 2.1.17. “Unique Entity ID” means the Unique Entity ID established by the federal government for a Grantee or Subrecipient at <https://sam.gov/content/home>.
- 2.1.18. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

3. COMPLIANCE.

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

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

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

5. TOTAL COMPENSATION.

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

6. REPORTING.

2024 State Controller Federal Provisions

- 6.1. Pursuant to the Transparency Act, Subrecipient shall report data elements to SAM and to the Recipient as required in this Exhibit. No direct payment shall be made to Subrecipient for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Subrecipient's obligations under this Grant.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

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

8. SUBRECIPIENT REPORTING REQUIREMENTS.

- 8.1. Subrecipient shall report as set forth below.
 - 8.1.1. To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number (FAIN) assigned by a Federal agency to a Recipient no later than the end of the month following the month in which the Subaward was made:
 - 8.1.1.1. Subrecipient Unique Entity ID;
 - 8.1.1.2. Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;
 - 8.1.1.3. Subrecipient parent's organization Unique Entity ID;
 - 8.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
 - 8.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
 - 8.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
 - 8.1.2. To Recipient. A Subrecipient shall report to its Recipient, upon the effective date of the Grant, the following data elements:
 - 8.1.2.1. Subrecipient's Unique Entity ID as registered in SAM.
 - 8.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

9. PROCUREMENT STANDARDS.

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

2024 State Controller Federal Provisions

- 9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- 9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 9.4. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never contract with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 9.5. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Subrecipient is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

10. ACCESS TO RECORDS.

- 10.1. A Subrecipient shall permit Recipient and its auditors to have access to Subrecipient’s records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

11. SINGLE AUDIT REQUIREMENTS.

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient’s fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.
 - 11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program’s statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

2024 State Controller Federal Provisions

11.1.2. Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

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

12. REQUIRED PROVISIONS FOR SUBRECIPIENT WITH SUBRECIPIENTS OR SUBCONTRACTORS.

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

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

12.1.2. For contracts with Subcontractors – Include the terms in the Contract Federal Provisions Exhibit.

13. CERTIFICATIONS.

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

14. EXEMPTIONS.

14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

14.2. A Subrecipient with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

15. EVENT OF DEFAULT AND TERMINATION.

15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

2024 State Controller Federal Provisions

- 15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
- 15.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
- 15.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- 15.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
- 15.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

**COLORADO DIVISION OF CRIMINAL JUSTICE
CERTIFICATION OF COMPLIANCE WITH REGULATIONS
OFFICE FOR CIVIL RIGHTS, DEPARTMENT OF JUSTICE (DCJ FORM 30)**

INSTRUCTIONS: Complete the table below with information found in the Grant Agreement. Read the form completely, identify the person responsible for reporting civil rights findings, certify that the required Civil Rights training has been completed by the Project Director; and check only one certification under "II" that applies to your agency. Have your Signature Authority sign at the bottom of page 2, forward a copy to the person identified as being responsible for reporting civil rights findings and return the original to the Colorado Division of Criminal Justice, 700 Kipling, Ste. 1000, Denver, CO 80215, within 45 days of the grant award beginning date.

PROJECT DIRECTOR: James Martin

PHONE:

Person responsible for reporting civil rights findings of discrimination: (Name, address, phone & email)

I acknowledge that I viewed **all** of the trainings on Civil Rights available on DCJ's website at <https://www.colorado.gov/pacific/dcj/civil-rights-requirements>. I accept responsibility for ensuring that project staff understands their responsibilities as outlined in the presentations. I understand that if I have any questions about the material presented and my responsibilities as a grantee that I will contact my grant manager.

PROJECT DIRECTOR SIGNATURE

DATE

SIGNATURE AUTHORITY'S CERTIFICATION: As the Signature Authority for the above Grantee, I certify, by my signature on page two (2), that I have read and am fully cognizant of our duties and responsibilities under this Certification.

I. REQUIREMENTS OF GRANT RECIPIENTS: All grant recipients (regardless of the type of entity or the amount awarded) are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access for persons with limited English proficiency.

◆I certify that this agency will maintain data (and submit when required) to ensure that: our services are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301 *et seq.*; our projects and activities provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act, (*See also*, 2000 Executive Order #13166).

◆I also certify that the person in this agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit these findings, if any, to the Division of Criminal Justice within 45 days of the finding, and/or if the finding occurred prior to the grant award beginning date, within 45 days of the grant award beginning date.

DCJ FORM 30:
CERTIFICATION OF COMPLIANCE WITH REGULATIONS,
OFFICE FOR CIVIL RIGHTS, DEPARTMENT OF JUSTICE (Continued)

II. EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATIONS: Check the box before **ONLY ONE APPROPRIATE CERTIFICATION** (A, or B below) that applies to this grantee agency during the period of the grant duration noted above.

- ☐ **CERTIFICATION "A"** [Applicable, if (1), (2) or (3), below, apply.] This is the Certification that most non-profits and small agencies will use. Check all that apply to your entity.

This funded entity:

- ☐ (1) is an educational, medical or non-profit organization or an Indian Tribe;
☐ (2) has less than 50 employees;
☐ (3) was awarded through this single grant award from the Colorado Division of Criminal Justice less than \$25,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that this funded entity is not required to maintain an EEOP, pursuant to 28 CFR §42.302, but is **required to submit a Certification** (<https://ojp.gov/about/ocr/eeop.htm>).

- ☐ **CERTIFICATION "B"** (Applicable to all entities that do not qualify for Certification "A" above)

This funded entity, as a for-profit entity or a state or local government having 50 or more employees (counting both full- and part-time employees but excluding political appointees) and is receiving, through this single grant award from the Colorado Division of Criminal Justice, more than \$25,000, in federal U.S. Department of Justice funds.

Therefore, I hereby certify that the funded entity will prepare and submit an EEOP and Certification at <https://ojp.gov/about/ocr/eeop.htm>, within 60 days of the award. The EEOP shall be submitted in accordance with 28 CFR §42, subpart E, to Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice that will include a section specifically analyzing the grantee (implementing) agency. (If you have already submitted an EEOP applicable to this time period, send a copy of the letter received from the Office for Civil Rights showing that your EEOP is acceptable.)

As the Signature Authority for the above grantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification. I, hereby, also certify that the content of this form, other than the data entry required, has not been altered.

SIGNATURE AUTHORITY SIGNATURE

DATE

TYPED NAME

TITLE

* * * * *

This signed form must be returned to the Colorado Division of Criminal Justice, 700 Kipling, Ste. 1000, Denver, CO 80215, within 45 days of the grant award beginning date. You must also forward a signed copy to the person identified in the box above.



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:
- Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

Required only for awards greater than \$100,000. This form must be signed by the Signature Authority/ Authorized Official for the Grantee Agency. The Project Director should NOT sign this form.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: January 13, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Chris Noeller, Chief of Police

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A U.S. DEPARTMENT OF JUSTICE 2024 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE (2024 JAG) GRANT, AWARD #15PBJA-24-GG-05212-JAGX, AND APPLICABLE CONDITIONS PERTAINING THERETO, ESTABLISHING PROJECT NUMBER PS2412, BUDGETING AND APPROPRIATING FUNDS NOT TO EXCEED \$104,034.00, AUTHORIZING MAYOR TO EXECUTE SAME AND RELATED CERTIFICATIONS, ASSURANCES, AND OTHER DOCUMENTS, APPROVING AND RATIFYING THE SEPTEMBER 9, 2024, MEMORANDUM OF UNDERSTANDING CONCERNING RECEIPT AND DISBURSEMENT OF FUNDS, AND AUTHORIZING MAYOR TO EXECUTE SAME AND RATIFYING THEIR SIGNATURE THERETO

SUMMARY:

Attached is Award No. 15PBJA-24-GG-05212-JAGX. It includes 17 pages (numbered 6-22) which are the award's special conditions.

PREVIOUS COUNCIL ACTION:

The FY2024 JAG local solicitation is an annual formula grant that has been in existence for the past twenty (20) years. The City and County of Pueblo have received over \$2,445,838.00 in JAG local solicitation funds since its inception, including this award. On September 23, 2024, Pueblo City Council approved Resolution Number 15769 authorizing the application for the award and approving the required MOU with Pueblo County.

BACKGROUND:

The Edward Byrne Memorial Justice Assistance Grant (JAG) program provides funds to units of local government for the purpose of improving law enforcement technology and upgrading necessary equipment. The program is designed to help local communities address problems specific to their area.

Pueblo City's share will be used to fund three (3) Police Department equipment projects, including desktop, laptop, and other computer-related equipment for the entire department, additional investigative tools for the Traffic Unit, and other law enforcement enhancing equipment projects as determined by the Chief of Police (see attachment for detailed list of proposed equipment). Mayor Graham will need to sign the award document and initial the lower right corner of each page of the Special Conditions document.

FINANCIAL IMPLICATIONS:

This grant funding represents \$104,034.00 to the City and County of Pueblo with no required match. The City of Pueblo's share of the \$104,034.00 is \$79,065 and the remaining amount is paid to Pueblo County. The City is responsible for administering the drawdown of the grant. The County provides the City with quarterly reports which are monitored by the Police Department.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

City and County law enforcement leaders have met and agreed to the distribution terms of this annual formula grant since its inception in 2005. A signed MOU between Pueblo City and Pueblo County is a requirement for acceptance of the award. Pueblo City Council, and all other related stakeholders, signed the MOU in conjunction with approved Resolution Number 15769. Additionally, a public meeting, to receive public comments on the expenditures, is a requirement of the award. That public meeting occurred on September 9, 2024. The City and County Attorney Offices, as well as the City Finance Department, have reviewed and approved the attached award documents including the Special Conditions.

ALTERNATIVES:

Decline the grant offer, not receiving any funds.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Approved Resolution # 15769
2. Award Conditions 15PBJA-24-GG-05212-JAGX
3. Award Information 15PBJA-24-GG-05212-JAGX
4. Award Letter 15PBJA-24-GG-05212-JAGX
5. Itemization of JAG Projects List
6. Signed Memorandum of Understanding (MOU)

ORDINANCE NO. 10879

AN ORDINANCE APPROVING AND ACCEPTING A U.S. DEPARTMENT OF JUSTICE 2024 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE (2024 JAG) GRANT, AWARD #15PBJA-24-GG-05212-JAGX, AND APPLICABLE CONDITIONS PERTAINING THERETO, ESTABLISHING PROJECT NUMBER PS2412, BUDGETING AND APPROPRIATING FUNDS NOT TO EXCEED \$104,034.00, AUTHORIZING MAYOR TO EXECUTE SAME AND RELATED CERTIFICATIONS, ASSURANCES, AND OTHER DOCUMENTS, APPROVING AND RATIFYING THE SEPTEMBER 9, 2024, MEMORANDUM OF UNDERSTANDING CONCERNING RECEIPT AND DISBURSEMENT OF FUNDS, AND AUTHORIZING MAYOR TO EXECUTE SAME AND RATIFYING THEIR SIGNATURE THERETO

WHEREAS, the City Council of Pueblo has the authority on behalf of the City of Pueblo, including its Police Department, to accept grants from the federal government for public and municipal purposes and to enter into agreements relating thereto; and

WHEREAS, the United States Department of Justice ("DOJ") has tendered a Justice Assistance Grant Award No. 15PBJA-24-GG-05212-JAGX (the "Award") in the amount of \$104,034.00 upon conditions recited therein or incorporated therein by reference; and

WHEREAS, acceptance of the Award for the purposes for which it has been made is in the best interest of the City of Pueblo and will benefit the health, welfare, and safety of the citizens of the city; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The Awarding of Grant No. 15PBJA-24-GG-05212-JAGX to the City of Pueblo, a true copy of which is attached hereto, is hereby approved and accepted in accordance with its terms and conditions.

SECTION 2.

The Mayor is authorized to execute the grant award acceptance in the name of and on behalf of the City of Pueblo, and is authorized to execute any and all other certifications, assurances, and other documents associated therewith.

SECTION 3.

Project Number PS2412 (2024 JAG) is hereby established, and the amount of \$104,034.00 is budgeted and appropriated therefore.

SECTION 4.

The grant award funds shall be deposited in an interest-bearing trust fund account that is specifically designated for the Justice Assistance Grants Program ("Program"). The funds in the account, including interest thereon, shall only be expended and used for the Program, and shall be so obligated and expended by September 30, 2027, provided, however, that none of the funds shall be spent or obligated until all applicable conditions precedent for expenditure of grant funds have been satisfied, as set forth in the grant's Special Conditions document.

SECTION 5.

The September 9, 2024, Memorandum of Understanding ("MOU"), by and between the City of Pueblo, a Colorado Municipal Corporation, and Pueblo County, concerning the receipt and disbursement of the 2024 JAG funds, a copy of which is attached hereto and incorporated herein, having been approved as to form by the Pueblo City Attorney, is hereby approved and ratified. The Mayor is hereby authorized to execute said MOU on behalf of the City and her prior signature to same is hereby ratified.

SECTION 6.

The officers and staff of the City of Pueblo are directed and authorized to perform any and all acts consistent with the intent of this Ordinance and the attached award to effectuate the policies and procedures described herein.

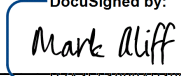
SECTION 7.

This Ordinance shall become effective on the date of final action by Mayor and Pueblo City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on December 23, 2024.

Final adoption of Ordinance by City Council on January 13, 2025.

DocuSigned by:

 B7A4F51823AB462...
 President of City Council

Action by the Mayor:

- ☒ Approved on 1/15/2025 | 6:24 PM MST.
- ☐ Disapproved on _____ based on the following objections:

Signed by: 
3A85950B7BCA462...

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

DocuSigned by: 
7C02EBDFFC3D43C...

City Clerk



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 23, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Chris Noeller, Chief of Police

SUBJECT: A RESOLUTION AUTHORIZING THE CITY OF PUEBLO TO APPLY FOR A 2024 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) AND APPROVING A MEMORANDUM OF UNDERSTANDING CONCERNING RECEIPT AND DISBURSEMENT OF FUNDS FROM SAID GRANT AND AUTHORIZING MAYOR GRAHAM TO EXECUTE SAME

SUMMARY:

Attached is a Memorandum of Understanding between the City of Pueblo and Pueblo County concerning the disbursement of the FY2024 JAG Local Solicitation award.

PREVIOUS COUNCIL ACTION:

The FY2024 JAG Local Solicitation is an annual formula grant that has been in existence for the past twenty (20) years. The City and County of Pueblo have received \$2,341,804 in JAG Local Solicitation funds since its inception.

BACKGROUND:

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program provides funds to units of local government for the purpose of improving law enforcement technology and upgrading necessary equipment. The program is designed to help local communities address problems specific to their area.

FINANCIAL IMPLICATIONS:

This grant funding represents \$104,034.00 to the City and County of Pueblo with no required match. The City's share of the \$104,034.00 is \$79,065.84.

The City's share will be used to fund three (3) Police Department equipment projects, including desktop, laptop, and other computer-related equipment for the entire department, additional evidence storage lockers for the property and evidence

processing, room and Hyundai/Kia EDR download equipment to assist with collection of data surrounding serious injury crashes, fatal crashes as well as minor crashes, and other law enforcement enhancing equipment projects as determined by the Chief of Police. (See attachment for detailed list of proposed equipment). Mayor Graham will need to sign the award document and initial the lower right corner of each page of the Special Conditions.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Pueblo City and County law enforcement leaders have met and agreed to the distribution terms of this annual formula grant since its inception in 2005. A signed MOU between the City and County is a requirement for acceptance of the award. Additionally, a public meeting, to receive public comments on the expenditures, is a requirement of the award. That public meeting took place on September 9th, 2024. The City and County Attorney's Offices, as well as the City Finance Department, will review and approve the attached MOU.

ALTERNATIVES:

The FY2024 JAG Local Solicitation is an annual formula grant that has been in existence for the past twenty (20) years. The City and County of Pueblo have received \$2,341,804 in JAG funds since its inception. In order to receive the funds, the City and County of Pueblo must sign the MOU. If either entity does not sign the MOU, no JAG funds will be received by either entity.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 2024 JAG Itemization of Projects V-1
2. 2024 JAG Memo of Understanding (Draft) 06-24-2024

RESOLUTION NO. 15769

A RESOLUTION AUTHORIZING THE CITY OF PUEBLO TO APPLY FOR A 2024 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) AND APPROVING A MEMORANDUM OF UNDERSTANDING CONCERNING RECEIPT AND DISBURSEMENT OF FUNDS FROM SAID GRANT AND AUTHORIZING MAYOR GRAHAM TO EXECUTE SAME

WHEREAS, the City of Pueblo Police Department is requesting the City of Pueblo submit an application to the United States Department of Justice (DOJ) for the 2024 Edward Byrne Memorial Justice Assistance Grant (JAG); and

WHEREAS, the funds from this grant will be utilized by the Pueblo Police Department, Pueblo County Sheriff's Office, and the 10th Judicial District Attorney's Office to benefit the health, welfare, and safety of the citizens of the City; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The 2024 JAG Local Solicitation Application O-BJA-2024-172238 (Grant Application), a copy of which is attached hereto, is hereby approved and authorized for submittal to the United States Department of Justice.

SECTION 2.

The Memorandum of Understanding dated as of September 9th, 2024, by and between the City of Pueblo, a Colorado Municipal Corporation, and Pueblo County, Colorado concerning the receipt and disbursement of the 2024 JAG funds, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 3.

Mayor Graham is authorized to execute the Grant Application and Memorandum of Understanding in the name of the City of Pueblo, and her prior signature thereto is hereby ratified and approved. The City Clerk is directed to affix the seal to the Memorandum of Understanding and attest same. Mayor Graham is also authorized to execute any and all other certifications, assurances and other documents associated therewith.

SECTION 4.

The officers and staff of the City of Pueblo are authorized to perform any and all acts consistent with the intent of this Resolution to effectuate the policies and procedures described herein.

SECTION 5.

The Resolution shall become effective immediately upon passage and approval.

INTRODUCED: September 23, 2024

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

Application Number

GRANT14254622

BJA

Grant Manager

Kathy Mason

Phone Number

202-598-7538

E-mail Address

Kathy.Mason@usdoj.gov

Project Title

FY24 Pueblo Annual Allocation

**Performance Period Start
Date**

10/01/2023

Performance Period End Date

09/30/2027

Budget Period Start Date

10/01/2023

Budget Period End Date

09/30/2027

Project Description

The City of Pueblo seeks \$104,034 of formula funding to provide equipment, supplies, and information systems for criminal justice. A portion of these funds will be distributed, by rules, to Pueblo County and District 11 Attorney's Office.

[] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

[] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1

Meaningful access requirement for individuals with limited English proficiency

The recipient, and any subrecipient at any tier, must take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (<https://www.federalregister.gov/d/02-15207>) and is incorporated by reference here.

Condition 2

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of

federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 3

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 states that recipients may not use direct Federal financial assistance from the Department to support or engage in any explicitly religious activities except when consistent with the Establishment Clause of the First Amendment and any other applicable requirements. An organization receiving Federal financial assistance also may not, in providing services funded by the Department of Justice, or in their outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. In addition, Part 38 states that a faith-based organization that participates a Department of Justice funded program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at <https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations>.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, please see <https://www.ojp.gov/funding/explore/legaloverview2024/civilrightsrequirements>.

Condition 4

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other

legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

Condition 5

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

Condition 6

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

Condition 7

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

Condition 8

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

Condition 9

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

Condition 10

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Condition 11

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

Condition 12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 13

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Condition 14

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

Condition 15

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the

hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

Condition 16

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Condition 17

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

Condition 18

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene

requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Condition 19

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

Condition 20

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

Condition 21

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

Condition 22

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

Condition 23

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

Condition 24

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited

conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

Condition 25

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

Condition 26

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Condition 27

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 28

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

Condition 29

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may

be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 30

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

Condition 31

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 32

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Condition 33

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

Condition 34

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated

executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 35

Body-worn cameras, policies and procedures

In accepting this award, the recipient agrees not to use award funds for purchases of body-worn cameras or related expenses for any agency unless that agency has policies and procedures in place that reinforce appropriate agency Use of Force policies and training and address technology usage, evidence acquisition, data storage and retention, as well as privacy issues, accountability and discipline.

Condition 36

Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>. In addition, if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Condition 37

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

Condition 38

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

Condition 39

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of

Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Condition 40

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

Condition 41

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

Condition 42

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

Condition 43

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

Condition 44

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

Condition 45

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

Condition 46

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

Condition 47

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

Condition 48

In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

Condition 49

Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

Condition 50

Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

Condition 51

Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this

condition must first be met. The activities covered by this condition are:

a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bj.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

Condition 52

Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

Condition 53

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website: <https://bjapmt.ojp.gov/>. For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage (<https://bjapmt.ojp.gov/help/jagdocs.html>). Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

Condition 54

Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

Condition 55

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2022

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2022), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum - (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Condition 56

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

Condition 57

Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (<https://www.justice.gov/olp/page/file/1204386/download>), and must collect and report the metrics identified in Section IX of that document to BJA.

Condition 58

Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

Condition 59

Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

Condition 60

Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

Condition 61

Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

Condition 62

Exceptions regarding Prohibited and Controlled Equipment under OJP awards

Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards," the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs" and the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs" do not apply to this award.

Condition 63

Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

Condition 64

Initial period of performance; requests for extension.

The recipient understands that for award amounts of less than \$25,000 under JAG (Category 1), the initial period of performance of the award is two years. The recipient further understands that any requests for an extension of the period of performance for an award of less than \$25,000 will be approved automatically for up to a total of two additional years, pursuant to 34 U.S.C. 10152(f) and in accordance with the program solicitation associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of the Director of BJA.

Condition 65

Withholding of funds for Required certification from the chief executive of the applicant government

The recipient may not expend or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and an Award Condition Modification has been issued to remove this condition.

[] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Acting Assistant Attorney General	Brent J. Cohen	12/1/24 7:07 PM

Authorized Representative

[] no value

Entity Acceptance

Title of Authorized Entity Official
no value

Signed Date And Time
no value

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@oip.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

NEPA Coordinator

First Name

Orbin

Middle Name

no value

Last Name

Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name CITY OF PUEBLO, COLORADO MUNICIPAL BUILDING CORPORATION	
UEI NJK3BNUDRHJ7	
Street 1 1 CITY HALL PL	Street 2
City PUEBLO	State/U.S. Territory Colorado
Zip/Postal Code 81003	Country United States
County/Parish no value	Province no value
Award Details	
Federal Award Date 12/4/24	Award Type Initial
Award Number 15PBJA-24-GG-05212-JAGX	Supplement Number 00
Federal Award Amount \$104,034.00	Funding Instrument Type Grant
Assistance Listing Number	Assistance Listings Program Title
16.738	Edward Byrne Memorial Justice Assistance Grant Program
Statutory Authority	
Pub. L. No. 90-351, Title I, Part E, subpart 1 (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).	
[] I have read and understand the information presented in this section of the Federal Award Instrument.	
Project Information	
This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.	
Solicitation Title 2024 BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation	Awarding Agency OJP Program Office

Application Number
GRANT14254622

BJA

Grant Manager
Kathy Mason

Phone Number
202-598-7538

E-mail Address
Kathy.Mason@usdoj.gov

Project Title
FY24 Pueblo Annual Allocation

Performance Period Start Date
10/01/2023

Performance Period End Date
09/30/2027

Budget Period Start Date
10/01/2023

Budget Period End Date
09/30/2027

Project Description

The City of Pueblo seeks \$104,034 of formula funding to provide equipment, supplies, and information systems for criminal justice. A portion of these funds will be distributed, by rules, to Pueblo County and District 11 Attorney's Office.

[] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

[] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1

Meaningful access requirement for individuals with limited English proficiency

The recipient, and any subrecipient at any tier, must take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (<https://www.federalregister.gov/d/02-15207>) and is incorporated by reference here.

Condition 2

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	CITY OF PUEBLO, COLORADO MUNICIPAL BUILDING CORPORATION 1 CITY HALL PL
City, State and Zip:	PUEBLO, CO 81003
Recipient UEI:	NJK3BNUDRHJ7
Project Title: FY24 Pueblo Annual Allocation	Award Number: 15PBJA-24-GG-05212-JAGX
Solicitation Title: BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation	
Federal Award Amount: \$104,034.00	Federal Award Date: 12/4/24
Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance
Funding Instrument Type:	Grant
Opportunity Category: O	
Assistance Listing: 16.738 - Edward Byrne Memorial Justice Assistance Grant Program	
Project Period Start Date: 10/1/23	Project Period End Date: 9/30/27
Budget Period Start Date: 10/1/23	Budget Period End Date: 9/30/27
Project Description: The City of Pueblo seeks \$104,034 of formula funding to provide equipment, supplies, and information systems for criminal justice. A portion of these funds will be distributed, by rules, to Pueblo County and District 11 Attorney's Office.	

Award Letter

December 4, 2024

Dear Bri Reyes,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by CITY OF PUEBLO, COLORADO MUNICIPAL BUILDING CORPORATION for an award under the funding opportunity entitled 2024 BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is \$104,034.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Brent J. Cohen

Acting Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

**FY2024 Justice Assistance Grant (JAG) Local Solicitation
Projects & Programs**

Grant # 2024 JAG Opportunity Number: O-BJA-2024-172238

Disparate Certification

A disparate allocation occurs when a city or municipality is scheduled to receive one and one-half times (150 percent) more than a county with concurrent jurisdiction, while that county bears more than 50 percent of the costs associated with prosecution or incarceration of the municipality's Part 1 violent crime. Multiple disparate allocations occur when multiple cities or municipalities are collectively eligible to receive four times (400 percent) more than the county.

JAG disparate jurisdictions are certified by the Director of the Bureau of Justice Assistance (BJA), based in part on input from the state's Attorney General. For a listing of disparate jurisdictions, go to www.ojp.usdoj.gov/BJA/recoveryJAG/recoveryallocations.html.

Proj #	Name of Project	Agency	Amount	Description
1	Desktop/Laptop and Related Computer Replacement Project	PPD Services Bureau	\$59,618	This project proposes to purchase technical computer equipment for law enforcement and public safety use including desk top computers (towers, monitors, keyboards, etc), laptop computers, and other related computer componets such as mobile printers, and applicable and related software. Actual project cost is \$74,791. PPD will pay the extra \$19,791.00 with an IT Project fund, PST2306.
2	Evidence Storage Lockers	PPD Services Bureau	\$1,647	Purchase and install two large vertical lockers in the property and evidence processing room. These will be used to place items that need to be secured but are not ready for final submission.
3	Hyundai/Kia EDR Download Equipment	PPD Major Crash	\$17,800	The purchase of the Hyundai/Kia Combo EDR tool kit will allow the download of Hyundai and Kia vehicles manufactured after 2012. In the last 12 months, 404 crashes in the City of Pueblo have involved Hyundai and Kia vehicles that this equipment can be utilized on. This includes serious injury crashes, fatal crashes as well as minor crashes where the data could be used as evidence.
\$79,065				
1	Pepperball Launchers	PCSO	\$15,831	This project is for the Pueblo County Sheriff's Office to obtain equipment that is needed that will benefit our Law Enforcement division as well as our Detention division. Currently, we are limited on our less than lethal options and are requesting to purchase 15 Pepper Ball Launchers to equip both areas of our agency to control situations without having to use other less lethal options that can cause injury to the suspect such as bean bag rounds or tasers.
2	Spike Strips	PCSO	\$4,145	The project objective would be to increase the number of spike strips that we have in our vehicles and be able to prevent more high-speed pursuits to ensure safety of the public, officers involved and the suspect. If more deputies were assigned spike strips, we could likely immobilize pursuit vehicles, in a more reasonable and safe manner which has way less probability of anyone being injured.
\$19,976				
1	Technical projects/training and equipment.	PCDA	\$4,993	Purchase technology, supplies, equipment, and system upgrades, including the potential purchase of computers, monitors, color printers, and fax machines for employees working in the 10th Judicial District Attorney's Office involved with prosecution, victims and administration units.
\$4,993				
Total Grant Amount =			\$104,034	

**MEMORANDUM OF UNDERSTANDING
CONCERNING RECEIPT AND DISBURSEMENT OF
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)
FUNDS FOR FY 2024
(GRANT OPPORTUNITY#_O-BJA-2024-172238)**

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this 9th day of September, 2024, by and between the City of Pueblo, a Colorado Municipal Corporation (hereafter referred to as the “City”) and Pueblo County, Colorado (hereafter referred to as the “County”).

WITNESSETH:

WHEREAS, the parties recognize that for FY 2024 Edward Byrne Memorial Justice Assistance Grant (JAG) funding, administered by the U.S. Office of Justice Programs, Pueblo County has been certified as a disparate jurisdiction by the Colorado State Attorney General’s Office; and

WHEREAS, Federal Edward Byrne Memorial Justice Assistance Grant funding requires that a certified disparate county and the city or cities within the county are to divide available funds to their mutual satisfaction, and that if the parties are unable to reach a mutual agreement, no jurisdiction is eligible to receive funds; and

WHEREAS, the parties reached an agreement over the receipt of \$104,034.00 in JAG funds and the disbursement of those funds and wish to set such agreement as follows.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in accordance with Federal law, the parties agree as follows:

1. The \$104,034.00 JAG Grant Funds will be allocated as follows: The City will receive \$79,065.84 and will use these resources to fund one or more projects/programs that are outlined in the Program Narrative attachment of the application. The County will receive \$24,968.16 of which the Pueblo County Sheriff’s Department will receive \$19,974.53 to fund one or more different projects/programs that are outlined in the Program Narrative attachment of the application. The Pueblo County District Attorney will receive \$4,993.63 of the County’s allocation to fund one or more different projects/programs that are outlined in the Program Narrative attachment of the application. The City will serve as the applicant/fiscal agent.

2. The City, County, Pueblo County Sheriff’s Department and Pueblo County District Attorney shall each meet and comply with the assurances, certifications, general and special conditions set forth in the FY 2024 JAG Grant Funds Award which are incorporated herein as if set out herein in full and shall expend their respective funds solely for their approved projects.

Memorandum of Understanding
Concerning Receipt and Disbursement of
Edward Byrne Memorial Justice Assistance Grant Funds for FY 2024

Page – 2

IN WITNESS WHEREOF, the parties have entered into this Memorandum of Understanding the day and year first written above.

ATTEST:

PUEBLO COUNTY, COLORADO

By _____
Clerk to the Board

By _____
Chairman, Board of County Commissioners

ATTEST:

CITY OF PUEBLO, A Municipal Corporation

By _____
City Clerk

By _____
Mayor, Heather Graham

ATTEST:

PUEBLO COUNTY SHERIFF

By _____

By _____
David Lucero, Sheriff

ATTEST:

CITY OF PUEBLO POLICE DEPARTMENT

By _____

By _____
Chris Noeller, Chief of Police

ATTEST:

10TH JUDICIAL DISTRICT ATTORNEY

By _____

By _____
Jeff Chostner, District Attorney



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: January 13, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Steven Meier, Director of Parks and Recreation

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT FOR THE CITY OF PUEBLO FROM THE COLORADO HEALTH FOUNDATION, AUTHORIZING THE MAYOR TO EXECUTE THE SAME, ESTABLISHING PROJECT NO. CI2458, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$545,457.00 TO PROJECT NO. CI2458

SUMMARY:

This Ordinance approves and accepts a grant awarded from The Colorado Health Foundation in the amount of \$545,457.00 for the Benedict Park Community Co-Created Outdoor Play Space project.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

This year, the City applied for a grant from The Colorado Health Foundation to implement the community co-created design for an outdoor play and gathering space at Benedict Park. The community design process was supported through a robust and thoughtful community engagement process that has progressed to and informed the conceptual design for the play space.

On December 5, 2024, the City was notified that The Colorado Health Foundation designated the City of Pueblo to be awarded the 12-month grant in the amount of \$545,457.00. The project will include a children's playground with kid-safe surface with lights, new perimeter fence, multi-use pathway through park with lighting, concrete chess table and seating, resurface basketball court (half court), new basketball baskets, skateboarding bowl, new trees, planting beds and irrigation, two-level water fountain, and park signage.

FINANCIAL IMPLICATIONS:

There is no match for this grant. The Colorado Heath Foundation, per the terms of the grant agreement, will cover the cost of the project.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Should the Council choose not to approve this grant agreement, much needed improvements to Benedict Park will not be made and other funding sources must be found.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 31947 Agreement - The Colorado Health Foundation for Benedict Park Grant
2. 31947 Approval Letter - The Colorado Health Foundation for Benedict Park Grant

ORDINANCE NO. 10880

AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT FOR THE CITY OF PUEBLO FROM THE COLORADO HEALTH FOUNDATION, AUTHORIZING THE MAYOR TO EXECUTE THE SAME, ESTABLISHING PROJECT NO. CI2458, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$545,457.00 TO PROJECT NO. CI2458

WHEREAS, The Colorado Health Foundation has tendered a grant award in the total amount of \$545,457.00 upon conditions recited therein or incorporated therein by reference; and

WHEREAS, WHEREAS, acceptance of the funding for the purposes for which it has been made is in the best interest of the City and will benefit the health, welfare, and safety of the citizens of the City; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The Grant Agreement, Benedict Park Community Co-Created Outdoor Play Space, ("Agreement") between the City of Pueblo, a Colorado Municipal Corporation, and The Colorado Health Foundation, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute the Agreement in the name and on behalf of the City of Pueblo, where the Mayor may execute the Agreement by electronic signature and such electronic signature shall be attributable to the Mayor and the City of Pueblo.

SECTION 3.

Project No. CI2458 – Benedict Park Community Co-Created Outdoor Play Space Project is hereby established.

SECTION 4.

The grant award from The Colorado Health Foundation, totaling \$545,457.00 is hereby approved and accepted in accordance with the Agreement.

SECTION 5.

All funds accepted pursuant to this Ordinance shall be budgeted and appropriated into Project No. CI2458. Said funds shall only be expended and used for this project.

SECTION 6.

Pursuant to the Agreement, The Colorado Health Foundation, may unilaterally amend the terms of the Agreement or the amount of grant funds pursuant to an Option Letter or Grant Funding Change Letter. In the event The Colorado Health Foundation increases the grant award via such a letter, the additional funds may be accepted pursuant to this Ordinance and budgeted and appropriated into Project No. CI2458, where said funds shall only be expended and used for this project.

SECTION 7.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Ordinance to implement the policies and procedures described herein.

SECTION 8.

This Ordinance shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on December 23, 2024.

Final adoption of Ordinance by City Council on January 13, 2025.

DocuSigned by:

B7A4F51623AB462...

President of City Council

Action by the Mayor:

☒ Approved on 1/15/2025 | 6:23 PM MST.

☐ Disapproved on _____ based on the following objections:

Signed by:

3A85950B7BCA462...

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk

DocuSigned by:

7C02EBDFFC3D43C...



December 5, 2024

Luann Martinez
Grant and Resource Development Administrator
City of Pueblo
1 City Hall Place
Pueblo, CO 81003

Dear Luann Martinez:

Congratulations on your recent grant award! This letter is in reference to the recent approval by The Colorado Health Foundation of the 12-month grant in the amount of \$545,457 for "Benedict Park Community Co-Created Outdoor Play Space."

We appreciate your commitment to advancing health and health equity for all Coloradans, and look forward to supporting your efforts to achieve the results outlined in your proposal. We encourage you to read below for important information regarding your grant agreement, and what you can expect from us.

- Your grant agreement was sent electronically through DocuSign for review and execution. Please include your grant identification number, shown below, on all future correspondence with The Colorado Health Foundation. We intend to respond to email or phone inquiries within one business day. If one of our staff members is out of the office, you will receive a notification.
- Our goal is to provide a response to all grantee reports within 60 days of receiving the report. In our response, we will acknowledge and comment briefly on the progress of your work.
- We will continue to communicate internally at the Foundation with one another so that your interactions are well-coordinated.
- Once your grant agreement is finalized, we encourage you to share the news of your grant award with your network. There are a variety of ways to announce your grant award, including through news releases, articles, email and social media. Please visit our website, <https://coloradohealth.org/communicating-about-your-grant>, for guidance on communicating about your grant award. This includes information on how to reference The Colorado Health Foundation, as well as guidance on logo usage, press releases, quotes and social media. If you have any additional questions on communicating about your grant, please contact your assigned program officer or reach us by email at funding@coloradohealth.org or by phone at 303-953-3600.

If at any time you have any questions regarding this grant, please contact your program officer, Charles Reese, at 303-953-3600 or creese@coloradohealth.org.

We are grateful to play a small part in the important work you do, and wish you continued success.

In partnership,

Jennifer Chheang
Vice President, Community Investment and Impact

Grant ID: 31947



GENERAL, GRANTS TERMS, CONDITIONS, AND UNDERSTANDINGS

Title of Project:

Benedict Park Community Co-Created Outdoor Play Space

Grant ID# 31947

Purpose of Project:

Implement the community co-created design for the outdoor play and gathering space of Benedict Park. The community design process was supported through a robust and thoughtful community engagement process that has progressed to and informed the conceptual design for the play space.

Grantee Organization:

City of Pueblo
1 City Hall Place
Pueblo, CO 81003

Checks to be Made Payable to:

City of Pueblo
1 City Hall Place
Pueblo, CO 81003

Tax Identification Number: 84-6000615

Amount of Grant Awarded:

\$ 545,457 over a 12-month period

Period for Which Support is Granted:

From February 01, 2025 *Through* January 31, 2026

Contingencies, if any:

Special Provisions, if any:

Key Grantee Activities and Target Milestones:

1. Utilize community-centered co-design in the revitalization of Benedict Park in Bojon Town.
 2. Grantee shall complete a deliverable report approximately 6 months after activation that reports on community usage of the outdoor space in Benedict Park, the community's sense of belonging in the outdoor space, how the space is being utilized, and whether it is having the intended impact.
-

Intended Measurable Reach to be Reported on the Anticipated Number Served, if any:

Payment and Requirement Schedule

Requirement Due Date	Requirement	Payment Amount	Approximate Payment Schedule
01/27/2025	Executed Agreement	\$545,457	01/30/2025
01/31/2026	Final Report		

Payments are contingent upon receipt and approval of the associated requirements.

The Foundation uses an online system to receive reports and other requirements. Please visit www.coloradohealth.org for more information

*Project Contact (please correct the information below if necessary) Mr. Steven Meier Director of Parks and Recreation and Planning and Community Development City of Pueblo 1 City Hall Place Pueblo, CO 81003	**Grantee Organization Primary Signatory (please correct the information below if necessary) Heather Graham Mayor City of Pueblo 1 City Hall Place Pueblo, CO 81003
--	--

*The project contact is the individual directly responsible for developing the proposed activity, its implementation, and day-to-day direct supervision of the project. The email associated with the project contact will be added to the Foundation's email distribution list upon grant approval. To opt out of the email distribution list please notify the Foundation by emailing grants@coloradohealth.org.

**The organization primary signatory is the CEO/Executive Director of the grantee organization.

The Colorado Health Foundation is awarding this Grant to the above named organization (“Grantee”) and Grantee agrees to, the following:

1. Tax Exempt Status, Grantee represents that:

- a. To provide current and appropriate documentation if organization is a government supported agency, such as school, museum, library or government agency or department.
- b. To provide The Colorado Health Foundation with immediate written notification of any changes in the organization’s tax-exempt status.

2. Expenditure of Funds

This Agreement (together with any income earned upon investment of Grant funds) is made for the purpose outlined herein and may not be expended for any other purpose without The Colorado Health Foundation’s prior written approval. If the Grant is intended to support a specific project or for a specific period, any portion of the Grant unexpended at the completion of the project or the end of the period specified above on Page 1 (the “Grant Period”) shall be returned immediately to The Colorado Health Foundation. With prior written approval from The Colorado Health Foundation the Grant Period may be extended in order to reach the anticipated outcomes. Requests should be submitted using the form and instructions found at www.ColoradoHealth.org in the “For Grantees” section.

3. Prohibited Use of Funds

Grantee will not permit any Grant funds or income derived from such funds to be used for “political expenditures” as defined in Section 4955 of the Code, including but not limited to participation or intervention in a political campaign for a public office.

This grant is not in any way earmarked to support or carry on any lobbying or voter registration drive. Grantee intends to expend at least the amount of this grant on project non-lobbying and non-voter registration activities in Grantee’s current fiscal year.

Grantee represents that it is knowledgeable about Executive Order 13224 and the USA Patriot Act of 2001 and Grantee will not permit any Grant funds or income derived from such funds to be expended or re-granted so as to benefit any person or organization with ties to terrorists.

4. Anti-Discrimination Expectations

Grantee will not willfully discriminate against a particular class of individuals and will abide by all applicable local, state, and federal anti-discrimination laws in hiring, employment practices and when providing services.

5. No Assignment or Delegation

Grantee may not assign or otherwise transfer its rights or delegate any of its obligations under this Agreement without the prior written approval of The Colorado Health Foundation.

6. Records and Reports

Grantee must keep a record of all receipts and expenditures relating to this Agreement and to provide The Colorado Health Foundation with a written report summarizing the project promptly following the end of the Grant Period. The Colorado Health Foundation may also require interim reports. Grantee reports should describe progress achieving the Grant Purposes (including progress toward measurable results and Key Grantee Activities and Target Milestones outlined above on Page 1) and include a detailed accounting of the uses or expenditure of all Grant funds. Grantee also agrees to provide any other information reasonably requested by The Colorado Health Foundation. If Grantee obtains any audited financial statements covering any part of the period of this Agreement, copies of such statements shall be provided to The Colorado Health Foundation promptly after receipt. Grantee must keep the financial records with respect to the Grant and this Agreement, along with copies of any reports submitted to The Colorado Health Foundation, for at least four years following the year in which all Grant funds are fully expended.

7. Required Notification

Grantee must provide The Colorado Health Foundation with immediate written notification of: (1) its inability to expend the Grant funds for the Grant Purposes; or (2) any expenditure of Grant funds for any purpose other than the Grant Purposes; and, (3) any other breach by Grantee of this Agreement.

8. Reasonable Access for Evaluation and Oversight

The Colorado Health Foundation incorporates evaluation into its charitable grant-making so that it and the Grantee can understand the impact of the Grant and how to improve the impact of the charitable grant-making moving forward, and for the benefit of other Grantees and for the State of Colorado. As a condition to the receipt of this Grant, Grantee agrees to comply with and to participate in any requests from The Colorado Health Foundation to conduct an evaluation of the effectiveness of this grant (the "Evaluation") either individually with the Grantee or with multiple grantees as part of a broader strategy of The Colorado Health Foundation, including but not limited to follow-up reporting and/or additional activities above and beyond those listed in the Payment and Requirements section of this Agreement.

Grantee will permit The Colorado Health Foundation and its representatives, at its request, to have reasonable access during regular business hours to its files, records, accounts, personnel and clients, or other beneficiaries for the purpose of making such financial audits, verifications, or program evaluations as The Colorado Health

Foundation deems necessary or appropriate concerning the Grant and to discuss Grantee's programs, procedures and operations with Grantee's personnel.

9. Research Involving Human Subjects:

If the Grant is to be used in whole or in part for research involving human subjects, Grantee hereby certifies that Grantee, applying the ethical standards and the criteria for approval of grants set forth in its Internal Review Boards and professional oaths, has determined that the human subjects involved in this Grant will not experience risk over and above that involved in the normal process of care and are likely to benefit from the proposed research program.

10. Publicity:

The Colorado Health Foundation encourages Grantee to publicize information concerning the Grant in the Grantee's newsletters, annual reports, press releases, website, social media and other relevant media. If the Grantee has received these funds for "General Operating Support," The Colorado Health Foundation expects to be acknowledged as a sponsor for major events by the inclusion of The Colorado Health Foundation's logo in the event promotional materials and print collateral. For more information and resources regarding the publicity of your grant, please visit www.coloradohealth.org/communicating-about-your-grant.

Without further notice to or consent from Grantee, The Colorado Health Foundation may include information regarding this Agreement and/or Grant, the amount and purpose of the Grant and photographs, logo or trademark, and other published/printed information or materials (provided by Grantee) and its activities, on The Colorado Health Foundation's communications channels, such as blog posts, newsletters, press releases, website and social media.

11. Colorado Charitable Solicitations Act

Grantee represents that it is aware of and in compliance with the Colorado Charitable Solicitations Act governing fundraising in Colorado.

12. Right to Modify or Revoke

The Colorado Health Foundation reserves the right to discontinue, modify or withhold any payments to be made under this Agreement or to require a total or partial refund of any Grant funds if, in The Colorado Health Foundation's sole judgment, such action is necessary or prudent: (1) because the Grantee has not fully complied with the terms and conditions of this Agreement; (2) to protect the purpose and objectives of this Agreement or any other charitable interest of The Colorado Health Foundation; or (3) to comply with the requirements of any law or regulation applicable to Grantee, The Colorado Health Foundation, or this Grant.

13. Termination

The Colorado Health Foundation's obligations under this Agreement shall automatically terminate in the event of the insolvency, receivership, bankruptcy filing, or dissolution of Grantee.

In addition to its right of revocation under Paragraph 12 above, The Colorado Health Foundation may terminate this Agreement at any time by giving Grantee at least 30 days of written notice. Upon termination of this agreement for any reason, all payments by The Colorado Health Foundation to Grantee shall cease at such time as may be determined by The Colorado Health Foundation.

Termination or revocation of this Agreement by The Colorado Health Foundation will not terminate Grantee's obligations under this Agreement with respect to Grant funds expended or otherwise not returned to The Colorado Health Foundation. Grantee's obligations under Paragraphs 6, 8, 10 and 17 shall also survive termination of this Agreement.

14. Special Conditions and Reporting

Grantee will submit reports to The Colorado Health Foundation according to the reporting schedule set forth on page one of this Agreement.

The Colorado Health Foundation requires grantees to share any public opinion research conducted with foundation funds. Public opinion research includes both qualitative and quantitative methods to learn about the thoughts, perceptions, or beliefs of the general public, including but not limited to focus groups, ethnography, online surveys, and telephone polling. Grantees should plan to share the results of this research, including findings and reports, with the foundation. The Colorado Health Foundation will not share the research without permission from the grantee.

15. Amendment

This Agreement may be amended, supplemented or extended only by written communication signed by The Colorado Health Foundation.

16. No Partnership Agency or Third Party Beneficiaries

Nothing contained in this Agreement shall create or be deemed to create a partnership or agency between The Colorado Health Foundation and Grantee and nothing contained in this Agreement shall be deemed to give rise to any rights or benefits to third parties not a party to this Agreement.

17. Intellectual Property

(a) Grantee represents and warrants that it owns or has the right to use all intellectual property that will be employed by Grantee or its agents in the performance of this Agreement, including without limitation, Grantee's obligations under subsection (c) below.

(b) All works and matters created or discovered through the performance of this Agreement, including but not limited to, implementation methodologies, best

practices guides and training curricula (the "Work"), are owned by the Grantee provided, however, that the Work may be used by Grantee only in furtherance of charitable purposes (i.e., activities recognized by the IRS as charitable and not resulting in "unrelated business taxable income" as defined in Section 512 of the Code), unless otherwise agreed in writing by The Colorado Health Foundation.

(c) Grantee hereby grants to The Colorado Health Foundation a nonexclusive, irrevocable, perpetual, worldwide, fully transferable, royalty-free license to (i) the Work, to make, use, sell, license to others, reproduce, create derivative works of, publish, republish, distribute, perform and display the Work in any current or future form and for any purpose in furtherance of charitable purposes, and (ii) any other intellectual property incorporated into or used in connection with the Work to the extent reasonably necessary to enable The Colorado Health Foundation to use and practice the licensed Work. The license herein granted to The Colorado Health Foundation shall vest without any further action on the part of Grantee. Without the prior written consent of The Colorado Health Foundation, Grantee will not enter into any agreement with a third party that would restrict Grantee's ability to perform its obligations under this subsection (c).

18. Release

Nothing contained herein, including the required reporting and review procedures, shall be construed as a warranty, representation, or approval by The Colorado Health Foundation that the services rendered by Grantee are adequately or properly rendered on either an individual or program-wide basis. Grantee shall have sole responsibility for all damages, costs, fines, attorneys' fees, or liabilities of any kind or nature arising from any claims, demands or suits resulting from the Grantee's performance or failure to perform under this Agreement.

19. Controlling Document

The terms and conditions of this Agreement shall be the controlling document between The Colorado Health Foundation and Grantee. All verbal communication, notes, minutes or other documentation of The Colorado Health Foundation shall be deemed merged into this Agreement. In making this Grant, The Colorado Health Foundation has relied on the information and representations submitted to The Colorado Health Foundation by Grantee and Grantee represents that all such information and representations are true and complete.

20. Future Funding

Grantee acknowledges that, except as expressly provided in this Agreement, The Colorado Health Foundation has no obligation to Grantee with respect to any additional or future funding.

21. Counterparts; Electronic Signature

This Agreement may be signed in multiple counterparts, which may be signed by the parties separately, but together shall constitute a single agreement. The counterparts of this Agreement may be executed and delivered by facsimile, email, other means of electronic transmission, or other electronic signature and shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement.

[Signature Page Follows]

Jennifer Chheang
Vice President, Community Investment and Impact
The Colorado Health Foundation

Date

The undersigned certify that they are duly authorized officers of Grantee and, as such, are authorized to accept this contract on behalf of Grantee, to obligate the Grantee to observe all of the terms and conditions placed on this Agreement, and in connection with this Agreement to make, execute, and deliver on behalf of the Grantee all agreements, representations, receipts, reports, and other instruments of every kind.

ACCEPTED AND AGREED TO:

CEO/Executive Director of City of Pueblo (typed/printed name)

CEO/Executive Director (signature)

Date



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: January 13, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE APPROVING A LICENSE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND FALCON BROADBAND, LLC., A COLORADO LIMITED LIABILITY COMPANY DBA, STRATUS IQ

SUMMARY:

The Ordinance will approve a license agreement with Falcon Broadband, LLC., a Colorado Limited Liability Company, dba Stratus IQ which grants it a nonexclusive license to place telecommunications cable and ancillary facilities within the streets and right of ways of the City of Pueblo in order that the company may operate within the City of Pueblo as a telecommunications or broadband provider. The license agreement preserves, to the extent permitted under existing laws, the City's authority to manage its streets and right of ways for the benefit of the public without discrimination between telecommunications and broadband providers.

PREVIOUS COUNCIL ACTION:

The City of Pueblo has previously approved identical or substantially similar license agreements with other qualifying telecommunication and broadband providers in the past.

BACKGROUND:

As a qualified broadband or telecommunications service provider, Falcon Broadband, LLC. dba Stratus IQ, has requested a license from the City of Pueblo for installation of a fiber network within the City of Pueblo.

FINANCIAL IMPLICATIONS:

Falcon Broadband, LLC., and its customers will pay the City of Pueblo applicable sales and use tax fees, E911 fees, and occupation taxes.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Pursuant to federal and state law, the City of Pueblo is prohibited from discriminating among or granting preferences to competing telecommunication providers in the issuance of licenses and from creating or erecting any unreasonable requirements for entry to the City of Pueblo's right of ways. As such, the City of Pueblo alternatives are limited to proposing amendments to the proposed license agreement that are consistent with the foregoing limitations.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. License Agreement StratusIQ - City of of Pueblo

ORDINANCE NO. 10881

AN ORDINANCE APPROVING A LICENSE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND FALCON BROADBAND, LLC., A COLORADO LIMITED LIABILITY COMPANY DBA, STRATUS IQ

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The License Agreement between the City of Pueblo, a Colorado Municipal Corporation and Falcon Broadband, LLC., a Colorado Limited Liability Company, dba Stratus IQ, a copy of which is attached hereto, having been approved as to form by the City of Pueblo Attorney, is hereby approved.

SECTION 2.

The Mayor is authorized to execute and deliver the License Agreement in the name of the City of Pueblo, and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 3.

The officers of the City are authorized to perform any and all acts consistent with this Ordinance and the attached Agreement to implement the policies and procedures described herein.

SECTION 4.

This Ordinance shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on December 23, 2024.

Final adoption of Ordinance by City Council on January 13, 2025.

DocuSigned by:

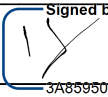
B7A4F51823AB462

President of City Council

Action by the Mayor:

☒ Approved on 1/15/2025 | 6:23 PM MST.

☐ Disapproved on _____ based on the following objections:

Signed by:

3A85950B7BCA462...

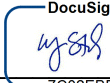
Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

DocuSigned by:

7C02EBDFFC3D43C...

City Clerk

LICENSE AGREEMENT

This **LICENSE AGREEMENT** ("License Agreement") is entered into this 3rd day of December, 2024 (the "Effective Date"), by and between the City of Pueblo, a Municipal Corporation (hereinafter referred to as "City"), and Falcon Broadband, LLC D/B/A Stratus IQ (hereinafter referred to as "Licensee"). Licensee and City may sometimes be referred to in this License Agreement individually as a "party" or collectively as the "parties."

WITNESSETH

WHEREAS, the City is a Colorado home rule city organized and existing under and by virtue of Article XX of the Colorado Constitution and possesses plenary power and authority over the use and occupation of the public rights of way within its corporate boundaries; and

WHEREAS, Licensee represents and warrants: (a) that it is a "Broadband provider" as that term is defined under Colorado and federal law, including, but not limited to, §38-5.5-102(3), C.R.S., or a "telecommunications provider" as that term is defined under Colorado and federal law, including, but not limited to, §38-5.5-102(9), C.R.S and 47 U.S.C. § 153(51); and (b) that it operates within the geographical boundaries of the City of Pueblo; and

WHEREAS, Licensee provides its telecommunications and/or Broadband services to customers over a network owned, controlled, or leased by Licensee which lines are authorized pursuant to franchise, license agreement, or revocable permit; and

WHEREAS, Licensee may wish to install telecommunications and/or Broadband facilities upon or within certain public rights of way within the corporate boundaries of the City in order to provide telecommunications and/or Broadband services; and

WHEREAS, City is authorized under the constitution and laws of the State of Colorado to grant consent to telecommunications and/or Broadband providers to occupy the public rights of way for such purposes; provided, however, the same shall not be nor constitute the granting of a local franchise under Article 16 of the City's Charter nor shall same ever become or ripen into any franchise; and

WHEREAS, the City and Licensee have agreed to be bound by the terms and conditions set forth herein which shall govern Licensee's use of the public rights of way.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the terms, conditions, and mutual promises set forth herein, the parties agree as follows:

ARTICLE I - DEFINITIONS

As used in this License Agreement, the following terms, phrases, and words shall be ascribed the following meanings, unless the context indicates otherwise. As used in this License Agreement, the word "shall" is mandatory, and the word "may" is permissive. Words not defined herein shall be given their common and ordinary meanings, consistent with the context in which such words are used and the purposes of this License Agreement.

1. "Telecommunications Act" shall mean the Telecommunications Act of 1996 (47 U.S.C. §151, et seq.), as amended.

2. (a) "Facilities" means all physical components of the Licensee used to provide telecommunications and/or Broadband services which are located, or to become located pursuant to this License Agreement, within the City and are reasonably necessary, useful, or convenient to provide telecommunications and/or Broadband services within the territorial boundaries of the City, including, without limitation, poles, wires, cables, pipes, underground conduits, ducts, manholes, vaults, fiber optic cables and devices, switches, equipment boxes and sheds, and other structures and appurtenances. This term shall also include any Facilities which were installed under any prior License Agreement between the City and Licensee.

(b) "Leased Facilities" means all physical components used by Licensee to provide telecommunications and/or Broadband services which are leased to Licensee by third parties who are authorized by separate instruments to maintain same within Rights of Way within the City.

3. "Account" shall mean each telephone, telecommunications and/or Broadband access line or twisted pair equivalent provided by or on behalf of Licensee, if Licensee provides any type of local exchange service, at a customer's premises over which the customer may send or receive any telephone, telegraph, fax, data, video, or other similar telecommunications and/or Broadband signals; except that "Account" shall not include any customer line used solely for receipt of cable television programming. Provision of a T1 or DS1 line furnished by Licensee to a customer which is connected to switched access service or local exchange service shall be counted as twenty-four (24) accounts; provision of a T3/DS3 shall be counted as six hundred seventy-two (672) accounts.

4. "Jurisdiction" shall mean (a) within the corporate boundaries of the City of Pueblo as now or hereafter constituted, (b) at, upon, under, or across the Pueblo Municipal Airport ("Airport") and Pueblo Municipal Airport Industrial Park ("Industrial Park"), and (c) all highways, streets, roads, and other rights of way between and connecting the City of Pueblo and the Airport and/or Industrial Park where Facilities are located.

5. "Rights of Way" shall mean City streets, roads, alleys, sidewalk areas, and other dedicated rights of way within the Jurisdiction, together with dedicated utility easements within the Jurisdiction and easements deeded to the City for utility purposes, and including state highways and highways which are part of the federal interstate highway system. The term shall not include any other property owned or leased by the City for other public use including, without limitation, City parks and open spaces.

6. "PMC" shall mean the Pueblo Municipal Code, as amended, and as same may be amended in the future.

7. "Wireless Communications Facility" or "WCF" means a facility used to provide personal wireless services as defined at 47 U.S.C. Section 332 (c)(7)(C); or wireless information services provided to the public or to such classes of users as to be effectively available directly to the public via licensed or unlicensed frequencies; or wireless utility monitoring and control services.

ARTICLE II - CONDITIONAL CONSENT GRANTED

1. Subject to Licensee's compliance at all times with all of the terms and conditions of this License Agreement, all of the ordinances referenced herein, all applicable local, state, and federal laws, and further subject to the City's lawful exercise of its police power (including, but not limited to, zoning, subdivision, permit, and building code requirements) and the City's prior and superior right to usage for municipal purposes, the City hereby grants to Licensee, insofar as it has or may have the requisite power and authority to do so, a non-exclusive license to make reasonable use of the Rights of Way to construct, install, operate, and maintain Licensee's Facilities in, through, over, above, and along the City's Rights-of-Way within the City to and for the benefit of the City and the inhabitants of the City; provided, however, that with respect to state highways, Licensee must separately obtain consent from the Colorado Department of Transportation. This License Agreement shall extend to all areas of the City as it is now constituted, and to additional areas as the City may increase in size by annexation or otherwise.

2. The license granted herein to make reasonable use of the Rights of Way shall not be deemed to be a franchise, nor an exclusive license or right, and the City reserves the right to make or grant a similar use of the Rights of Way to any other person or persons, including one or more other telecommunications providers.

3. The City retains the following rights in regard to this license:

(a) To revoke the license and consent hereby granted for misuse, non-use, or failure of Licensee to comply with the provisions hereof;

(b) To use, control, and regulate the use of the City streets, roads, easements, other public places, and the Rights of Way, and the space above and beneath the same; and

(c) To require the removal or relocation of any of the Facilities from the Rights of Way if necessary or desirable, in the sole but reasonable judgment of the City, for any public or municipal purpose or project.

4. The license granted herein to make reasonable use of the Rights of Way shall not be deemed to grant authorization to construct or operate Wireless Communications Facilities.

Authorization to utilize the Rights of Way for Wireless Communications Facilities must be obtained through separate authorization specifically permitting the use of the Rights of Way for Wireless Communications Facilities.

ARTICLE III - SCOPE

The license and consent granted by this License Agreement confer only the right to make reasonable use of the Rights of Way for Licensee's provision of telecommunications and/or Broadband services, and it is expressly understood and agreed to by Licensee that Licensee shall not operate a private telecommunications network, Wireless Communications Facilities, nor operate as a "cable operator" as that term is defined under federal law (47 U.S.C. §522(5)), nor shall it provide or offer to provide "cable services" as that term is defined under federal law (47 U.S.C. §522(6)), without proper local, state and federal authorization, as required by law.

ARTICLE IV - OCCUPATION TAX & E911 SURCHARGES

1. To the extent Licensee operates as a local exchange provider, as defined by §40-15-102(18), C.R.S. and/or as an interexchange provider, as defined by §40-15-102(11), C.R.S. the following provisions shall apply:

(a) Licensee understands and acknowledges that City had heretofore adopted Ordinance No. 4267 in December 1976 imposing upon all telecommunications utilities operating within the City, and effective January 1, 1977, an occupation tax as stated in said Ordinance. In its provision of local exchange services, whether directly or through resale, Licensee agrees to be bound by and comply with said Ordinance, including payment of the tax in an amount equal to six dollars (\$6.00) per annum for each Account, payable quarterly in equal installments. In providing local exchange services, Licensee hereby expressly agrees that it is and constitutes a telephone utility within the meaning of Ordinance No. 4267 and Licensee irrevocably waives and relinquishes any right it has or may have to claim or assert that said Ordinance is invalid under law or should not be applied to Licensee, including, without limitation, any claim that said Ordinance violates any provision of state law or the Telecommunications Act.

(b) The City has by Ordinance No. 9864 imposed an emergency telephone charge ("E911 Charge") of one dollar seventy-two cents (\$1.72) per month per exchange access facility, wireless communications access, and interconnected voice-over-internet-protocol service provided within the Jurisdiction, as authorized by §29-11-100.5, et seq., C.R.S. Licensee agrees to collect the E911 Charge from its customers and promptly remit the same monthly E911 Charge to the City as provided by §29-11-103(1), C.R.S.

ARTICLE V - SALES AND USE TAXES

1. Licensee agrees to obtain a sales and use tax license from the City and to comply with all provisions of Title XIV of the Pueblo Municipal Code relating to sales and use taxes.

2. Licensee acknowledges and agrees that to the extent Licensee sells telecommunications services to customers within the City, including the provision of interstate telephone access service and interlata access service, such service is taxable by the City pursuant to §14-4-61(3), PMC, and Licensee shall collect such taxes from its customers and promptly remit same to the City in accordance with Title XIV, PMC.

ARTICLE VI - USE OF RIGHTS OF WAY

1. Facilities shall be located, installed, and maintained so that none of the Facilities endanger the lives, health, or safety of persons, or interfere with any public improvements the City or other governmental entities (including any stormwater, sanitary sewer, or water utilities or enterprises) have in place or may deem proper to make, nor shall the location, installation or maintenance of the Facilities hinder or obstruct the use of the streets or other public ways for their public purposes, including, but not limited to, vehicular and pedestrian traffic. All Facilities shall be so located as to cause minimum interference with the rights and reasonable convenience of property owners of property which adjoins any Right of Way.

2. Prior to the commencement of construction of any portion of its telecommunications system within the City (other than Leased Facilities), Licensee shall furnish to the City the general schematic plans for its Facilities, including system route maps, renderings of equipment boxes and structures, engineering, traffic control, and landscaping plans. In addition, the Licensee shall assess and report on the impact of its proposed construction on the City environment. Such plans and reports may be reviewed by the City to ensure, (a) that all applicable laws including building and zoning codes and air and water pollution regulations are complied with, (b) that aesthetic and good planning principles have been given due consideration, and (c) that adverse impact on the environment has been minimized. The Licensee shall comply with all regulatory requirements of the City lawfully binding on the Licensee and shall incorporate all other reasonable changes to its plans requested by the City.

3. Not less than thirty (30) days prior to construction of any Facilities within the Rights of Way at any specific location, Licensee shall furnish the City's Director of Public Works with detailed plans for such Facilities including detailed location drawings and final architectural, engineering, traffic control, and landscaping plans. Prior to commencing construction, Licensee shall: (a) obtain written approval of the Director of Public Works of the construction plans, (b) procure appropriate excavation permits pursuant to Chapter 6 of Title XII, PMC, and permits required by Chapter 3 of Title XII, PMC, or permits required pursuant to any similar ordinance adopted by City in the future, (c) pay all fees associated with such permits, and (d) comply with all requirements of said Chapters 3 and 6 of Title XII, the terms of said permits, and the City's Standard Construction Specifications and Standard Details adopted March 28, 2005, or as subsequently revised.

4. All construction, excavation, maintenance, and repair work done by Licensee shall

be done in a workmanlike and expeditious manner that minimizes the inconvenience to the City, the general public, and individuals. Licensee shall be liable for any damage to the City or City-owned property caused by Licensee's failure to act in a timely manner. All such construction, excavation, maintenance, and repair work done by Licensee shall comply with all applicable codes of the City and the State of Colorado, and Licensee shall be responsible for obtaining all applicable permits and licenses. The City shall have the right to inspect all construction or excavation work to ensure compliance with applicable codes and permits, and may order Licensee to perform corrective work. All public and private property disturbed by Licensee's activities shall be promptly restored by Licensee at its expense to substantially its former condition, subject to inspection by the City's Director of Public Works or their designee and compliance by Licensee with reasonable remedial action required by said official pursuant to the inspection. Licensee shall be liable to the City for the full cost of restoring any public property not promptly remedied by Licensee as required by said official.

5. The installation, maintenance, renovation, and replacement of Facilities by Licensee shall be subject to regulation by the City including as to (a) the location of Facilities in or upon the streets, alleys, and dedicated easements, (b) the disturbance and reconstruction of pavement, sidewalks, and surface of streets, alleys, dedicated easements, and driveways, (c) the timing and scheduling of work, and (d) the temporary closure of portions of streets and alleys. All Facilities shall be designed and installed so as to cause a minimal amount of interference with public property, water mains, sewer mains, electric and natural gas facilities, street lights, traffic signals, and all other municipal or authorized public use of the Rights of Way. The City's Director of Public Works may direct and require Licensee to locate its Facilities within a defined telecommunications corridor within any street or other Right of Way or otherwise at a specific location to minimize interference with other facilities or utilities. Licensee shall install and maintain its Facilities in such manner as to minimize interference with trees, natural features, and vegetation. Whenever feasible, Licensee shall enter into pole-sharing and conduit-sharing agreements with third parties in order to co-locate its wires and cables upon poles or within the conduit of other telecommunications providers or utilities.

6. Licensee shall, upon reasonable notice of not less than sixty (60) days, and at its sole cost and expense, remove, locate, and relocate its Facilities in, on, over, or under any Rights of Way in such manner as the City may at any time require for the purpose of facilitating the construction, reconstruction, maintenance, repair, or change in grade of any street, sidewalk, public improvement, or City project, or for the purpose of promoting the efficient operation of any such public improvement or project, or for the purpose of facilitating the vacation and/or redevelopment of Right of Way by the City. In the event Licensee fails to act within a reasonably allocated time, the City may cause Licensee's Facilities to be relocated, and Licensee shall be liable to the City for the costs thereof. In the event the City causes Licensee's facilities to be relocated, the City shall be held harmless for any damages incurred to Licensee's Facilities during such relocation. Licensee may request an extension of time to relocate facilities due to the inability to relocate its Facilities due to the actions or inactions of a third party which is unaffiliated with Licensee and not under contract with or under the control of Licensee. Such request for extension shall not be

unreasonably withheld by the City.

7. Except where specifically authorized by the Director of Public Works of the City, all of Licensee's Facilities located within Rights of Way shall be located underground. In locations where wires or cables of franchisees of the City or of authorized local exchange carriers are presently located above-ground, the Director of Public Works will allow Licensee's Facilities to also be located above-ground unless he has specific reasons for not allowing above-ground installation at such location. Thereafter, and notwithstanding that any such authorization had been given, should the City subsequently determine for any area of the City that telephone or telecommunications wires, cable television cables, or electric utility wires located above ground shall be relocated underground, Licensee shall, upon reasonable notice, at its sole cost and expense, relocate its Facilities below ground in cooperation with other affected interests. In the event that Licensee fails to act within a reasonable allocated time the City may cause Licensee's Facilities to be relocated, and Licensee shall be liable to the City for the costs thereof. In the event the City causes Licensee's Facilities to be relocated, the City shall be held harmless for any damages incurred to Licensee's Facilities during such relocation.

8. After execution of this License Agreement, Licensee shall join and associate with the notification association of owners and operators of underground facilities in accordance with the requirements of Article 1.5 of Title 9, Colorado Revised Statutes. Prior to undertaking any excavation within the Rights of Way, Licensee shall comply with the notice requirements of said Article.

ARTICLE VII - ADDITIONAL CITY REGULATION

1. The City expressly reserves its right and duty to adopt, from time to time, in addition to the provisions herein contained, such charter provisions, ordinances, and rules and regulations as may be deemed necessary by the City to promote the health, safety, and welfare of its inhabitants and their property.

2. Notwithstanding anything in this License Agreement to the contrary, Licensee acknowledges that the City is planning to develop a new telecommunications policy which will be implemented through one or more ordinances or resolutions to be adopted by the City Council of the City, and/or through regulations to be adopted by Departments of the City. Licensee agrees that upon adoption of any such policy or regulations after the Effective Date, this License Agreement or any provision thereof may be unilaterally revoked or canceled by the City without cause and replaced with new terms and conditions which shall be made equally applicable within each class of Broadband or telecommunications provider operating within the City.

3. If, during the term of this License Agreement, the City is authorized pursuant to Colorado Law to collect compensation for use of the Rights of Way by telecommunications providers and the City enacts an ordinance concerning the use of Rights of Way which requires compensation for the use of the Rights of Way from any class of telecommunications providers on

a competitively neutral and nondiscriminatory basis within such class, then Licensee shall, in accordance with the terms of such ordinance, pay such compensation.

ARTICLE VIII - COORDINATION AND CONDUIT/POLE SHARING

1. In order to minimize disruption to vehicular traffic and inconvenience to the public, and to enable the limited width of Rights of Way to be apportioned among all utilities, telecommunications providers, and other interests needing to locate or maintain facilities in the Rights of Way for the benefit of the public, it is imperative that pole sharing and conduit sharing be encouraged to the greatest extent possible. In furtherance of such purposes, Licensee agrees that it shall reasonably cooperate with the City, authorized utilities, and other local exchange carriers in placing conduit within the Rights of Way and in sharing unused space within underground conduits owned by Licensee, and upon poles or other above-ground facilities owned by Licensee.

2. Whenever the Licensee intends to install new underground conduit or replace existing underground conduit in a build greater than five hundred (500) feet in length, Licensee shall, whenever feasible, provide the City and all utilities, cable television franchisees, and local exchange carriers authorized to use the Rights of Way, with sixty (60) days advance written notice in order to permit the additional contemporaneous installation of conduit by the City, and such utilities, cable television franchisees, authorized telecommunications providers, and local exchange carriers. If the City desires additional conduit installed, it will so notify the Licensee and the City shall be responsible for the additional incremental expense of installing such additional conduit. If a utility, cable television franchisee, authorized telecommunications provider, or local exchange carrier desires additional conduit installed, it will so notify the Licensee in writing at least ten (10) days prior to the proposed construction date, and such party requesting the additional conduit shall be responsible for a pro-rata expense of installing such additional conduit. This Section is intended to maximize the coordination of facilities located within rights of way, and is not intended to govern routine connections of customers to an installed network not involving significant line extension or other excavations of limited scope.

3. Notwithstanding anything to the contrary in Section 2 of this Article VIII, in order to minimize disruption to the public and enable use of the public rights of way for public purposes, in connection with any installation of underground conduit by Licensee, the City may request Licensee to install one additional conduit for exclusive use by the City for public and municipal purposes. In any such case, Licensee shall install the conduit as requested and the City shall reimburse Licensee only for the cost of the conduit and associated handholes and pull boxes for the conduit, and for the additional incremental expense of installing such additional conduit, handholes, and pullboxes.

ARTICLE IX - INDEMNIFICATION

1. Licensee shall install, construct, maintain, and operate its telecommunications and/or Broadband system in a reasonable manner and shall use commercially reasonable efforts to

provide reasonable protection against injury or damage to any and all persons or property. Licensee agrees to indemnify, defend, and hold the City harmless from all claims, costs, demands, suits, reasonable expert witness and attorneys' fees, court costs, and other reasonable costs of defense and judgments to the extent the same arise from, in whole or in part, Licensee's negligent acts or omissions or failure to comply with the provisions of this License Agreement, and from all damages or penalties to the extent arising out of the installation, construction, operation, or maintenance of Licensee's telecommunications and/or Broadband system, whether or not any act or omission complained of is authorized, allowed, or prohibited by this License Agreement, except to the extent such damages or penalties result from the negligent acts or omissions or intentional or willful and wanton misconduct of the City. The City shall not be liable for, and Licensee shall indemnify, defend, and hold the City harmless from all costs, damages, and claims to the extent arising from or relating to delay by Licensee in performing its obligations hereunder, for any cause whatsoever, except for the negligent acts or omissions or intentional or willful and wanton misconduct of the City, other users of the Rights of Way, or a force majeure event.

2. The City shall provide prompt written notice to the Licensee of the pendency of any claim or action against the City arising out of the operations of the Licensee, the exercise by the Licensee of its rights under this License Agreement or the performance thereof by the Licensee. Licensee shall have sole control over the defense, investigation, and all negotiations for the compromise or settlement of any such claims; however, Licensee shall not enter into any compromise or settlement which imposes any obligation or liability on the City without the prior written consent of the City. The City shall provide Licensee with all reasonable cooperation, information, and assistance in connection with the claim; provided, however, that failure by the City to provide prompt notice of a claim; grant such sole control; and/or provide such cooperation, information and assistance shall not relieve Licensee of its obligations under this Article IX, except to the extent that the City is materially prejudiced by such failure. In the event that Licensee fails to timely assume the defense of any such claim which has been properly and promptly tendered to Licensee. Licensee also hereby agrees to pay all reasonable expenses of the City incurred by the City in defending itself with regard to any such damages, claims, or penalties, including all out-of-pocket expenses, reasonable attorneys' fees, and the reasonable value of any services rendered by the City Attorney, his assistants, or any employees of the City (collectively "Expenses"), but shall not be required to pay for any Expenses that are in excess of any settlement or compromise which was rejected by the City. Nothing herein shall limit the Licensee's obligation of full indemnification under this License Agreement.

ARTICLE X - INSURANCE

Prior to the commencement of any installation of Facilities under this License Agreement, Licensee shall procure and thereafter continuously maintain, for as long as this License Agreement remains in effect, at Licensee's expense, Commercial General Liability ("CGL") insurance written on ISO form CG 00 01 01 96, or a substitute form providing equivalent coverage, with a limit of not less than \$2 Million per occurrence, covering liability arising from premises, operations,

independent contractors, personal injury, products completed operations, and liability assumed under an insured contract, on an occurrence basis. Under the terms of the required CGL policy, this License Agreement shall be defined as an insured contract. The policy shall identify the City as an additional insured, shall contain a waiver of right of subrogation against the City and shall have all necessary endorsements to provide coverage without exclusion for explosion, collapse, and underground property damage hazards. A certificate of insurance shall be filed with the City's Director of Finance prior to commencement of installation of Facilities, which evidences compliance with the policy requirements stated above and provides for thirty (30) days prior written notice to the City prior to cancellation or material change of any insurance referred to therein. In the event the certificate states that it confers no rights upon the certificate holder, the City may require Licensee to furnish a complete copy of the policy including all declarations and endorsements.

ARTICLE XI - TERM

Unless sooner terminated as provided herein, the term of this License Agreement shall be for a period of five (5) years from and after the date of the Agreement. The parties may mutually agree in writing to renew this Agreement at expiration of the initial term.

ARTICLE XII - REMEDIES, TERMINATION, REMOVAL

1. In the event of any breach of the terms of this License Agreement by Licensee, the City shall have the right to obtain one or more of the following remedies, which are expressly agreed to be cumulative, and the exercise of any one (1) or more of them shall not be dependent upon the exercise of any other remedy, nor does the exercise of any one (1) or more of them constitute any bar or limitation to the exercise of any other: (a) specific performance or injunctive relief, (b) monetary damages, and (c) termination. In the event the City is required to commence an action to enforce its rights under this License Agreement or to obtain remedies provided above and the party which substantially prevails therein, shall be entitled to recover its costs, including reasonable attorneys' fees and expert witness fees.

2. Before terminating this License Agreement for cause on account of any default by Licensee, the City shall provide Licensee with written notice of the default and afford Licensee a reasonable period of not less than thirty (30) days in which to cure the default.

3. In the event Licensee abandons the telecommunications or Broadband system installed under the terms of this License Agreement or a certain part thereof or fails to use it for a period of one (1) year, or in the event the term of this License Agreement expires, or this License Agreement is terminated or is canceled for any reason, then Licensee shall remove its telecommunications or Broadband system, or the abandoned portions thereof in the case of a partial abandonment, at its expense. As an alternative to removal, if mutually agreed to by Licensee and the City, the ownership of the telecommunications or Broadband system (or abandoned portions) may be transferred to the City, in which event, all obligations and liabilities of Licensee under this

License Agreement in connection with the portion of the telecommunications or Broadband system so transferred to the City shall terminate.

4. Licensee may cancel this License Agreement at any time, as described below, upon ninety (90) days' written notice to the City, subject to the indemnification requirements of this License Agreement, the removal provisions set forth in Section 3 of this Article XII above, and any other provisions that survive the termination of this License Agreement.

ARTICLE XIII - NOTICES

Except as otherwise provided herein, notice under this License Agreement shall be deemed sufficient if provided in writing and mailed by US certified mail, return receipt requested, or delivered by a nationally recognized courier, and shall be deemed effective upon actual receipt or refusal of delivery, and shall be addressed to the respective party as follows:

If to the City: Mayor
1 City Hall Pl.
Pueblo, CO 81003

with a copy to: Director of Public Works
211 E. "D" Street
Pueblo, CO 81003

If to Licensee:

with a copy to:

ARTICLE XIV - EFFECT OF MORE FAVORABLE LICENSE AGREEMENTS

In the event that any wireline telecommunications provider offering telecommunications services, other than cable services, for a fee to the public, or to such classes of users as to be effectively available to the public is granted consent to use the City's Rights of Way pursuant to terms and conditions which, if applied to Licensee, would be more favorable than those included herein, Licensee shall notify the City of such terms and conditions and Licensee shall have the option to renegotiate with the City with respect to such terms and conditions.

ARTICLE XV - SUCCESSORS AND ASSIGNS

Licensee may sell, transfer, lease, or assign this License Agreement or its rights under this License Agreement, in whole or in part, with prior thirty (30) days' written notice to the City if to:

(a) any entity controlling, controlled by, or under common control with Licensee; or (b) any surviving successor entity or newly created successor entity in the event of a merger, reorganization, or consolidation involving Licensee. This License Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. No provision of this License Agreement shall confer rights or benefits upon any person not a party hereto.

ARTICLE XVI - SIGNATURES

The persons signing this License Agreement on behalf of Licensee represent and warrant that such persons and Licensee have the requisite power and authority to enter into, execute and deliver this License Agreement and that this License Agreement is a valid and legally binding obligation of Licensee enforceable against Licensee in accordance with its terms. This License Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of such components together shall constitute one and the same instrument. This License Agreement and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be: (i) an original, and all of which taken together shall constitute one and the same agreement, (ii) a valid and binding agreement and fully admissible under state and federal law, and (iii) enforceable in accordance with its terms.

ARTICLE XVII - FORCE MAJEURE

Neither party shall be liable for its failure to perform any of its obligations hereunder if such failure is caused by an Act of God, labor strike, fire, earthquake, power blackouts, pandemics, epidemics, or any other cause beyond its reasonable control and without its fault or negligence.

ARTICLE XVIII - LAWS GOVERNING/VENUE

This License Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, and applicable federal law. Venue for any proceeding brought pursuant to this License Agreement shall be in the District Court located in Pueblo County, Colorado or the Federal District Court for the District of Colorado to the extent the dispute involves a federal question.

ARTICLE XIX - COUNTERPARTS; ELECTRONIC DISPOSITION

This Agreement may be executed in multiple counterparts, each of which constitutes an original hereof. Regardless of the number of counterparts, all shall constitute only one agreement.

In making proof of this License Agreement, it is not necessary to produce or account for more counterparts than are necessary to show execution by or on behalf of all parties. Furthermore, the original of this License Agreement, including the signature page, may be scanned and stored in a computer database or similar device, and any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this License Agreement, may be used for any purpose as if it were the original, including proof of the content of the original writing.

ARTICLE XX - PUBLIC DISCLOSURE

The Licensee acknowledges that this License Agreement is public record within the meaning of the Colorado Open Records Act, C.R.S. § 24-72-200.1 *et seq.* as the same may be amended, and accordingly may be disclosed to the public.

ARTICLE XXI - AMENDMENT

This License Agreement may not be amended except pursuant to a written instrument signed by both parties.

ARTICLE XXII - OTHER RIGHTS OF WAY USERS

The parties understand and agree that the Licensor permits other persons and entities to install utility facilities in the PROW. In permitting such work to be done by others, the Licensor shall not be liable to Company for any damage caused by those persons or entities.

ARTICLE XXIII - ENTIRE AGREEMENT

This License Agreement represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, supersedes all prior oral negotiations between the parties, and can be amended, supplemented, modified, or changed only by an agreement in writing which makes specific reference to this License Agreement and which is signed by the party against whom enforcement of any such amendment, supplement, modification or change is sought.

[Remainder of Page Intentionally Left Blank – Signature Page Follows]

IN WITNESS WHEREOF, Licensee and the City have executed this License Agreement as of the Effective Date first above written and under the laws of the State of Colorado.

ATTEST:

City Clerk

[SEAL]

ATTEST:

Title: _____

CITY OF PUEBLO,
A Municipal Corporation

By: _____
Mayor

LICENSEE

Falcon Broadband, LLC
D/B/A Stratus IQ
A Colorado Limited Liability Company

By: *Ben Klay*

Title: *President & GM*



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: January 13, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Barb Huber, Fire Chief

SUBJECT: AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) AND AMENDMENT TO THE COLLECTIVE BARGAINING AGREEMENT (CBA) BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF) LOCAL 3 RELATING TO SICK LEAVE VERIFICATION

SUMMARY:

This memorandum of understanding is to create a more streamlined process for personnel to return to work.

PREVIOUS COUNCIL ACTION:

N/A

BACKGROUND:

N/A

FINANCIAL IMPLICATIONS:

N/A

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

None

RECOMMENDATION:

Approval of Ordinance

ATTACHMENTS:

1. MOU

ORDINANCE NO. 10882

AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) AND AMENDMENT TO THE COLLECTIVE BARGAINING AGREEMENT (CBA) BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF) LOCAL 3 RELATING TO SICK LEAVE VERIFICATION

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The Memorandum of Understanding which provides for the amendment of the Collective Bargaining Agreement between the City of Pueblo and the International Association of Fire Fighters Local 3, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved and enacted as an Ordinance.

SECTION 2.

The Mayor is authorized to execute and deliver the Memorandum of Understanding in the name of the City and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 3.

The officers of the City are directed and authorized to perform any and all acts consistent with the intent of this Ordinance to effectuate the policies and procedures described herein.

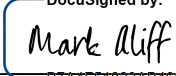
SECTION 4.

This Ordinance shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on December 23, 2024.

Final adoption of Ordinance by City Council on January 13, 2025.

DocuSigned by:

67A4F51823AB462...

President of City Council

Action by the Mayor:

☒ Approved on 1/15/2025 | 6:22 PM MST.

☐ Disapproved on _____ based on the following objections:

Signed by:



3A85950B7BCA462...

Mayor

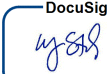
Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

DocuSigned by:



7C02EBDFFC3D43C...

City Clerk

City Clerk's Office Item # R7



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: January 13, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Heather Graham, Mayor

SUBJECT: AN ORDINANCE AMENDING CHAPTER 5 OF TITLE II OF THE PUEBLO MUNICIPAL CODE RELATING TO THE PUEBLO COMMISSION ON ENERGY

SUMMARY:

Attached is a proposed Ordinance which amends PMC 2-5-1, *et seq.*, pertaining to the Pueblo Commission on Energy.

PREVIOUS COUNCIL ACTION:

The Pueblo Commission on Energy was originally created on March 28, 1977 by Ordinance 4299. Minor amendments to the City's municipal code were made on January 25, 1982 by Ordinance 4936; on July 23, 1984 by Ordinance 5165; and on June 11, 2018 by Ordinance 9296.

On March 22, 2021 by Ordinance 9902, Council amended Section 2-5-1, *et seq.*, P.M.C. to replace the Pueblo Commission on Energy with the Pueblo Energy Advisory Commission.

BACKGROUND:

Ordinance 9902 replaced the Pueblo Commission on Energy with the Pueblo Energy Advisory Commission to assist the City to reach its goal of 100% renewable energy by 2035 and to also monitor franchise agreements and Public Utility Commission proceedings with respect to energy, insofar as they impact the City.

In partnership with a proposed resolution to rescind the goal of deriving the City's electric power from 100% renewable energy, this ordinance will reestablish the *status quo ante* as existed prior to the adoption of the 100% renewable energy goal.

FINANCIAL IMPLICATIONS:

The attached Ordinance will not create any new fiscal obligations on the part of the City.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this ordinance.

STAKEHOLDER PROCESS:

Not applicable to this ordinance.

ALTERNATIVES:

The City Council could decide to maintain the Pueblo Energy Advisory Commission and continue to strive for the goal of all City electricity being derived from renewable energy sources.

RECOMMENDATION:

The Mayor recommends the adoption of the proposed Ordinance.

ATTACHMENTS:

1. An Ordinance

ORDINANCE NO. 10883

AN ORDINANCE AMENDING CHAPTER 5 OF TITLE II OF THE
PUEBLO MUNICIPAL CODE RELATING TO THE PUEBLO
COMMISSION ON ENERGY

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: [brackets indicate matter being deleted], underscoring indicates new matter being added.

SECTION 1.

Chapter 5 of Title II of the Pueblo Municipal Code, as amended, is hereby amended to read as follows:

CHAPTER 5 - Pueblo [Energy Advisory] Commission on Energy

Sec. 2-5-1. - Declaration of policy.

This Chapter is enacted to provide an entity through which the City may officially encourage and bring about better and more effective use of energy in all its forms within the City and to aid in the development of contingency plans as may be necessary in the event of emergency energy shortages. [to enable the City to reach its goal of 100 % renewable energy by 2035 and to also monitor franchise agreements and Public Utility Commission proceedings with respect to energy, insofar as they impact the City.]

Sec. 2-5-2. - Establishment, membership and funds - Pueblo [Energy Advisory] Commission on Energy.

- (a) There is hereby created the Pueblo [Energy Advisory] Commission on Energy as an advisory commission to the Mayor. The Commission shall consist of not [less] more than ten (10) [nor more than fifteen (15)] members to serve without compensation, who are broadly representative of the energy-related interests in the community and equally representative of the consumer interest. The Mayor shall appoint, subject to confirmation by the City Council, the members of the Commission for terms of four (4) years. The Commission shall select a chairman and such other offices as it may determine necessary from among its members.
- (b) The expense for carrying on the Commission's activities shall be paid out of the funds of the City as might be appropriated for such purpose by the City Council.

Sec. 2-5-3. - Functions of the Commission.

The functions of the Commission shall be to [promote Pueblo's goal of 100% renewable energy by 2035,] foster the concept of energy conservation and understanding among the citizens of the City, and to encourage and disseminate information as may be appropriate to this purpose; to cooperate with state and federal agencies and nongovernmental organizations having like or kindred functions; to make such investigations and studies in the field of energy conservation as in the judgment of the Commission will aid in effectuating its general purpose; and to recommend programs, activities and legislation to the City Council to carry out the functions of the Commission.

Sec. 2-5-4. - Powers and duties.

The powers and duties of the Commission shall be as follows:

- (1) To advise the City in regard to energy matters.
- (2) To act as a clearing house for information on energy, its uses, regulation and development.
- (3) To, at the direction of the Mayor, hold hearings, request without the power of subpoena the attendance of witnesses, hear the statements of any interested person, and request without the power of subpoena the production of any evidence relating to any matter under investigation or in question.
- (4) To make periodic reports to the City on its activities.
- (5) To develop a community awareness program as to the results of effective conservation practices.
- (6) [To advise the City with respect to matters before the Public Utilities Commission that may impact the City of Pueblo.] **To consult and cooperate with the various governmental and private agencies, including the Board of Education, in developing courses of instruction for presentation in public and private schools, public libraries, museums and other suitable places.**
- [(7)] **[To monitor compliance with energy franchise agreements in the City of Pueblo and to make recommendations with respect thereto to the City.]**
- [(8)] **(7)** To submit an annual report to the Mayor and City Council.
- [(9)] **(8)** To adopt, amend and rescind such rules and regulations for the operation of the Commission as are consistent with the powers and duties of the Commission as expressly granted herein.

Sec. 2-5-5. - Findings and recommendations.

The Commission, after the completion of any investigation or hearing, shall make a report in writing setting forth the facts found by it and its recommendations to the Mayor and other organizations or parties involved.

Sec. 2-5-6. - Appointment by staff.

The Commission shall have no regular staff or personnel unless specifically authorized by the City Council by resolution.

Sec. 2-5-7. - Relation to City departments and agencies.

All departments of the City are to cooperate with the Commission and furnish information

or documents from a department which is within the purview of the Open Records Act of the State or other applicable statutes. All other information or documents may be furnished at the discretion of the Mayor. All requests for information or documents shall be at the official request of the Commission and not by any individual member of the Commission.

SECTION 2.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance to effectuate the policies and procedures described herein.

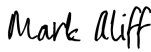
SECTION 3.

This Ordinance shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on December 9, 2024

Final adoption of Ordinance by City Council on January 13, 2025.

DocuSigned by:

B7A4F31823AB402...

President of City Council

Action by the Mayor:

- ☒ Approved on 1/15/2025 | 6:21 PM MST
- ☐ Disapproved on based on the following objections:

Signed by:

3A05950B7BCA402...

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____ on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

DocuSigned by:


7C02EBDFFC3D43C...
City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: January 13, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Elizabeth Drake, Assistant City Attorney

SUBJECT: AN ORDINANCE AMENDING PUEBLO MUNICIPAL CODE SECTION 11-4.5-4 ANIMAL HOLDING PERIODS

SUMMARY:

Attached for consideration is a modification to Pueblo Municipal Code amending Section 11-4.5-4 to shorten the required holding period of stray animals under certain circumstances to better align with the state statute.

PREVIOUS COUNCIL ACTION:

In 2019 the then current version of Chapter 4.5 of Title XI of the PMC was revoked and a new version replaced it. The current version of this particular subsection has not changed since that time.

BACKGROUND:

In 2023 Pueblo's animal shelter handled over 4,800 cats, 2,700 dogs, and over 360 other animals such as birds and rabbits. Additionally, HSPPR supports citizens who have stepped up to become feral cat colony managers. A majority of the stray and feral cats have ringworm which creates an additional strain on resources to quarantine incoming cats and maintain the health of those in the facility.

Currently, PMC requires HSPPR to hold all stray animals for 5 business days to allow their owners to reclaim them. Therefore, animals cannot be adopted, transferred, fostered, or otherwise disposed until the expiration of the five days. This five-day holding requirement applies to animals with or without identification. The five-day holding period does not apply if the animal is in extreme pain or suffering, or the animal is determined to be unsafe.

HSPPR has requested the Code be modified to align with state statute. Colorado Revised Statutes §35-80-106.3 allows HSPPR to adopt, transfer, foster, or dispose of animals without identification (collar, tags, or microchip) after holding them for three

days if the shelter has no additional resources for such animal. This change will allow animals that have no clear identification to be dispositioned in the animal's best interest and reduce the strain on HSPPR's resources. Furthermore, it will specifically allow HSPPR to more adequately address the distinct needs of feral cat colonies and help alleviate pressure on feral cat colony managers.

FINANCIAL IMPLICATIONS:

This modification is anticipated to help reduce the strain of resources on our Animal Services.

BOARD/COMMISSION RECOMMENDATION:

Staff and HSPPR recommend adoption of the Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If City Council does not approve this Ordinance, HSPPR will maintain the current five-day hold time before disposing of a stray animal.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE AMENDING PUEBLO MUNICIPAL CODE
SECTION 11-4.5-4 ANIMAL HOLDING PERIODS

WHEREAS, the Pueblo Municipal Code currently includes in Section 11-4.5-4 a provision that allows for a shortened holding period to euthanize animals after 3 days if determined to be unsafe by the shelter supervisor and in compliance with Colorado Revised Statutes §35-80-106.3(1); and

WHEREAS, Humane Society of the Pikes Peak Region (HSPPR) is the contracted animal shelter for City; and

WHEREAS, there is an influx of stray cats at the Pueblo HSPPR shelter including the feral cat colony managers (PMC 11-4-51 et seq); and

WHEREAS, the Colorado Revised Statutes provides that the animal will be held for five (5) days unless the shelter supervisor determines that animals without identification, "the shelter has no additional resources for such pet animal or determines that such pet animal is dangerous."; and

WHEREAS, HSPPR would have to comply with the state law, and PMC should be similar to that statute to allow stray and feral cats to be released in a shorter period as determined appropriate by the shelter supervisor thus alleviating strain on their resources; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

Section 11-4.5-4 is hereby amended to read as follows:

Sec. 11-4.5-4. Animal holding periods.

(a) An animal received by the shelter as a stray with or without identification or whose owner has been identified shall be made available for owner reclamation for a period of five (5) business days, not including the date of reception and closed holidays. No stray animal shall be euthanized at any animal shelter prior to the expiration of this five-day period, except for:

(1) **[Pet] [a] Animals**, which in the opinion of a veterinarian or the animal shelter supervisor, are experiencing extreme pain or suffering may be disposed of immediately by the animal shelter through euthanasia after the animal shelter has exhausted reasonable efforts to contact the owner for up to twenty-four (24) hours; or

(2) Animals without identification, **including but not limited to a microchip or collar, [determined to be unsafe by the shelter supervisor, which may be euthanized in three (3) days] may be dispositioned at the discretion of the shelter supervisor in three (3) business days if such shelter supervisor determines the shelter has no additional resources for such animal or determines such animal is dangerous.**

(3) **Animals acquired from the owner or an authorized representative of the owner, shall become the property of the animal shelter upon acquisition and may be disposed of by and at the discretion of the animal shelter.**

(b) Animal shelters shall hold an animal that is healthy as long as necessary to facilitate

adoption, foster care, or transfer to another animal shelter or rescue organization that is an approved as a transfer partner.

(c) At any time, an animal taken in as a stray may be placed in foster care subject to the following:

(1) An animal transferred to foster care under this subsection remains subject to reclamation by its owner pursuant to Subsection (a).

(2) Documentation of an animal transferred to foster care under this subsection, including a photograph of the animal and relevant information pertaining to the animal's arrival and transfer, shall be maintained in physical or electronic form, reviewable by the public, at the animal shelter that originally received the animal or on the animal shelter website for a period of five (5) business days, not including the date of arrival and closed holidays.

(3) For a period of five (5) business days, not including the date of receipt and closed holidays, an owner of an animal transferred to foster care is entitled to reclaim the animal even if the animal is no longer physically in the animal shelter's custody. At the owner's discretion, the owner has the right to physically reclaim the animal at the animal shelter that originally received the animal.

(d) Before the euthanasia of any cat or dog the animal shelter shall:

(1) Unless there is evidence of cruelty or neglect, or the animal is unsafe, notify or make a reasonable attempt to notify by telephone or verifiable written or electronic communication any owner who surrendered the animal and who requested such notification and inform that person that the animal is scheduled to be euthanized.

(2) Unless there is evidence of cruelty or neglect, or the animal is unsafe, notify or make a reasonable attempt to notify by telephone or verifiable written or electronic communication any finder who surrendered the animal and who requested such notification and inform that person that the animal is scheduled to be euthanized.

(3) Give those notified under Subsections (d)(i) and (ii) possession of the animal to avoid the animal's death if they reclaim it within twenty-four (24) hours and pay subsequent fees.

(e) Nothing in Section 11-4.5-4(d)(1), (2) and (3) prevents an animal shelter from euthanizing an irremediably suffering animal, a dangerous animal, an unsafe animal, or a court-declared dangerous animal without delay, pursuant to and consistent with the requirements of C.R.S. § 35-80-106.3(1).

SECTION 2.

The officers and staff of the City are directed and authorized to perform any and all acts consistent with the intent of the Ordinance to effectuate the policies and procedures described herein.

SECTION 3.

This Ordinance shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on December 23, 2024.

Final adoption of Ordinance by City Council on January 13, 2025.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk