TOWN OF PARKER COUNCIL AGENDA
April 6, 2026
PARKER WATER & SANITATION DISTRICT OFFICES
13939 ANCESTRY DRIVE, PARKER, CO

Notes:
Town Council meeting packets are prepared several days prior to the meeting. This information is reviewed and studied by the Councilmembers eliminating lengthy discussions to gain a basic understanding. Timely action and short discussion on agenda items do not reflect lack of thought or analysis on the part of Council.

Ordinances listed for first reading are being approved to introduce them. Public comment will be held upon second reading.

Public comment for items that are not on the agenda may be made in person or electronically at http://parkerCO.gov/CouncilPublicComment. For those unable to provide comments in person or electronically through the website, please contact the Clerk's Office to make alternative arrangements. The Town Clerk can be reached at 303-805-3198. Public comments submitted electronically through the website that are received by 5:00 p.m. on the day of the regular or special Town Council meeting will be provided to the Town Council and will be included with the approved minutes of the Town Council meeting.

Public Viewing Only - YouTube: Town Council meetings may be viewed live on YouTube at www.youtube.com/townofparkerco.

PLEASE NOTE: Public participation is NOT available through YouTube.

1. **TOWN COUNCIL MEETING SCHEDULE**

   A. **4:30 P.M. or as soon thereafter as possible – Call to Order Town Council Meeting and Roll Call**

   B. **Executive Session – Immediately following Call to Order/Roll Call – (See Attached)**

   C. **Council Updates/Work Session - Immediately following Executive Session, if time allows.**

   D. **Reconvene Town Council Meeting at 7:00 P.M. or as soon thereafter as the regular public meeting can be conducted.**

2. **PUBLIC COMMENTS (No action will be taken on these items.)** ***Public Comment is an opportunity for Town residents and other interested individuals to speak about items that are NOT on the agenda. This comment period is limited to 30 minutes total time, with each individual allowed a maximum of 3 minutes to speak. You must sign up ahead of time in order to comment, and that sign up begins 30 minutes before the start of the meeting. The Council will accommodate as many speakers as possible during this time—with preference to Town residents—but if public comment extends beyond the allotted 30 minutes, Town Council will continue the comment period at the end of the meeting, prior to adjourning for those who signed up before the meeting. As any matters raised by individuals during public comment are not on the agenda and other potentially interested parties would not, therefore, be aware of the discussion of these matters, the Town Council will not engage in dialogue regarding any items raised during public comment.***

3. **REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL**

4. **CONSENT AGENDA**
   Consent Agenda Items are considered to be routine and will be enacted by one motion and vote. There will be no separate discussion of Consent Agenda Items unless Council votes to remove an item for individual discussion. Ordinances on the Consent Agenda are for introduction only and will not be removed for discussion.

   A. APPROVAL OF MINUTES - March 23, 2026

B. ORDINANCE NO. 1.670 - First Reading
A Bill for an Ordinance Conveying Certain Real Property by Quit Claim Deed for Tracts G and H, Newlin Crossing Filing No. 3 to 98 W. Parker, LLLP
Department: Engineering and Public Works, Alex Mestdagh
Second Reading: April 20, 2026

C. ORDINANCE NO. 1.672 - First Reading
A Bill for an Ordinance Conveying a Water Pipeline Easement to the Parker Water and Sanitation District Over a Portion of Lot 1, Enclave Property Filing No. 2
Department: Engineering and Public Works, Alex Mestdagh
Second Reading: April 20, 2026

D. RESOLUTION NO. 26-028
A Resolution Approving the Intergovernmental Agreement Between the Douglas County Clerk and Recorder and the Town of Parker Regarding the Conduct and Administration of the November 3, 2026 Coordinated Election
Department: Town Clerk, Chris Vanderpool

E. RESOLUTION NO. 26-029
A Resolution Accepting the Charge Ahead Colorado Grant Award and Authorizing Installation of Electric Vehicle Charging Stations at Town Facilities
Department: Engineering and Public Works, Tom Williams

F. CONTRACTS OVER $100,000

1. *Annual Median Maintenance Contract*
   Amount: $209,307.49
   Contractor: Denver Commercial Property Services, Inc (DCPS)
   Department: Parks, Recreation and Open Space, Jared Musil

2. *Town Hall Network Hardware Replacement*
   Amount: $136,140.76
   Contractor: ePlus Technology, Inc.
   Department: Information Technology, Matt Lynch

G. PROCLAMATION - Arbor Day 2026

5. RESOLUTIONS

RESOLUTION NO. 26-030
A Resolution Approving the Intergovernmental Agreement Among the Town of Parker, Douglas County, and the Parker Area Historical Society, d/b/a Parker History, for the Renovation of the Parker Heritage Center
Department: Cultural, Carrie Glassburn

6. PUBLIC COMMENTS CONTINUED IF NECESSARY

7. ADJOURNMENT

A PARKER AUTHORITY FOR REINVESTMENT MEETING WILL IMMEDIATELY FOLLOW THE TOWN COUNCIL MEETING.

Parker Town Council

Executive Session Agenda

April 6, 2026

"To hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b)."

and

"To determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e)."

1. Discussion regarding potential parking lot license agreement for public parking in Downtown

2. Updates to Council regarding pending Police Department lawsuit related to status, upcoming trial dates, and settlement demand

3. Update to Council regarding use tax litigation involving Parker Valley Hope, including the appeal of the trial court's order and next steps

"To consider personnel matters, pursuant to C.R.S. § 24-6-402(4)(f)."

4. Discussion regarding potential 360 review process for current Town Council appointee positions

TOWN OF PARKER COUNCIL
MINUTES
MARCH 23, 2026

Mayor Joshua Rivero called the meeting to order at 6:30 p.m. All Councilmembers were present.

EXECUTIVE SESSION

No Executive Session was held.

COUNCIL UPDATES/WORK SESSION

The following topics were discussed during the Work Session:

- Brandi Wilks reported on her trip to Washington, D.C.
- Anne Barrington reported on her trip to Washington, D.C. and updated Council on the Douglas County Housing Partnership.

Break at 6:57 p.m.

REGULAR MEETING

Mayor Joshua Rivero reconvened the regular meeting at 7:03 p.m.

Mayor Rivero led the Council and audience in the Pledge of Allegiance.

PUBLIC COMMENTS

A written public comment from Henry Keller was entered into the record.

Dr. John Bender, Miramont Wellness Centers, stated that they purchased three acres of land on Twenty Mile Road, built a state of the art facility on one acre, and donated two acres to the Town to retain as open space. They pay $30,000 annually in property taxes on their property. He feels that the Town has neglected the donated property, which is a bedlam for transients and criminals. He stated that they are seeking a refund of $30,000 and would like to see a plan from the Town to address the property conditions. They would also like to see increased response from the Parker Police Department to the criminal activities that regularly occur after business hours on their property and the adjacent donated property.

Michelle Diller, unincorporated Douglas County, is worried about smarter growth in Parker. She was particularly concerned with light pollution and its impact on the night sky, human well-being, and wildlife. She would like to see the Town adopt a dark sky ordinance.

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

Each Councilmember reported on meetings and activities they attended since the last Town Council meeting.

CONSENT AGENDA

A. APPROVAL OF MINUTES - March 2, 2026

B. RESOLUTION NO. 26-024
A Resolution Accepting an Access Easement Agreement from Jackalope Properties, LLC for a Portion of Tract A and Lot 1, Jackalope Subdivision Filing No. 1, Amendment No. 1
Department: Engineering and Public Works, Charles Kudlauskas

C. RESOLUTION NO. 26-027
A Resolution Approving the Amended Town of Parker Emergency Operations Plan
Department: Police, Greg Epp

D. CONTRACTS OVER $100,000

1. Annual Purchases of Vehicles and Equipment
Department: Engineering and Public Works, Justin Russell

a. Purchase of Tractors and Equipment
Amount: $124,298
Contractor: Front Range Kubota

b. Purchase of Six (6) Ford Vehicles
Amount: $370,755
Contractor: Ken Garff Ford

c. Mobile Lift Set for Fleet Shop
Amount: $105,995
Contractor: Mohawk Lifts

d. Purchase of Eighteen (18) Chevrolet Vehicles
Amount: $1,004,685
Contractor: John Elway Chevrolet

e. Purchase of Aerial Bucket Truck for Traffic Division
Amount: $226,000
Contractor: National Auto Fleet Group

f. Purchase of Replacement Mower
Amount: $144,270
Contractor: LL Johnson

g. Purchase of Loader/Backhoe
Amount: $185,689
Contractor: Wagner/CAT

h. *Snowplow Upfitting*
Amount: *$511,942*
Contractor: *OJ Watson*

i. *Purchase of Chassis for Snowplow Truck*
Amount: *$155,255*
Contractor: *McCandless International*

2. *2026 Townwide Pavement Markings Long Line Project*
Amount: *$347,024.25*
Contractor: *Kolbe Striping, Inc.*
Department: *Engineering and Public Works, Eli Vidales*

3. *2026 Townwide Pavement Markings Crosswalks & Symbols Project*
Amount: *$285,855*
Contractor: *Barricade Holding, LLC (Colorado Barricade)*
Department: *Engineering and Public Works, Eli Vidales*

4. *Contract Renewal - VMWARE Hypervisor Licensing*
Amount: *$127,329.60*
Contractor: *Broadcom*
Department: *Information Technology, Matt Lynch*

5. *Second Amendment to the Professional Services Agreement - Cushing Terrell, Inc.*
Amount: *$87,325*
Contractor: *Cushing Terrell, Inc.*
Department: *Community Development, Heather Bennett*

6. *Parks, Recreation, Open Space, Trails, and Greenways Master Plan Update Professional Services Agreement*
Amount: *$184,580*
Contractor: *Berry, Dunn, McNeil & Parker, LLC (BerryDunn)*
Department: *Parks, Recreation and Open Space, Brett Collins*

E. *National Donate Life Month Proclamation - Cheryl Talley*

Brandi Wilks moved and Anne Barrington seconded to approve Consent Agenda Items 4A through 4E.

A roll call vote was taken:
Todd Hendreks - yes
Anne Barrington - yes
Brandi Wilks - yes
John Diak - yes
Erik Frandsen - yes
Laura Hefta – yes

The motion was approved unanimously.

PUBLIC HEARINGS

A. ORDINANCE NO. 1.667.1 - Second Reading
A Bill for an Ordinance to Adopt the 2026 Revised Budget for the Town of Parker and to Make Appropriations for the Same
Department: Finance, Chris Fiandaca
Finance, Chris Bever

Mayor Rivero opened the Public Hearing at 7:17 p.m.

Passage of this ordinance adopted the 2026 revised annual budget. Details of the revisions were included in Exhibit A attached to the ordinance.

Public Comments: None.

Mayor Rivero closed the Public Hearing at 7:33 p.m.

Todd Hendreks moved and Brandi Wilks seconded to approve Ordinance No. 1.667.1 on second reading.

A roll call vote was taken:
Todd Hendreks - yes
Anne Barrington - yes
Brandi Wilks - yes
John Diak - yes
Erik Frandsen - yes
Laura Hefta - yes

The motion was approved unanimously.

B. ORDINANCE NO. 3.253.9 - Second Reading
A Bill for an Ordinance to Amend the Compark Village PD Development Guide Amendment No. 7 and Compark Village Development Plan Amendment No. 7 Pursuant to the Town of Parker Land Development Ordinance, and Amending the Zoning Ordinance and Map to Conform Therewith
Applicant: Larry Jacobson, Westside Investments
Location: Generally located north and south of E-470 and west of Chambers Road
Department: Community Development, Stacey Nerger
TRAKiT No.: Z25-001

Mayor Rivero opened the Public Hearing at 7:37 p.m.

Passage of this ordinance approved a rezoning which changed the land use designation as follows:

- Planning Area 13 (far west) was changed from a Mixed-Use Designation to a Light Industrial Flex Designation and decreased in size from 26.4 acres to 22.7 acres.

- Planning Area 14 (middle) was changed from a Neighborhood Commercial designation to an Office Employment designation and increased from 9.07 acres to 12.8 acres in size.
- Planning Area 15 (far east) was changed from a Mixed-Use designation to a Neighborhood Commercial designation and decreased in size from 9.86 acres to 6.4 acres.
- The Open Space area between Planning Areas 13 and 14, which contains the Green Acres Tributary, was increased from 9.33 acres to 16.7 acres.

Applicant Larry Jacobson gave a presentation and answered questions from the Town Council.

Public Comments: Rick Wilson, Parker, and Michelle Diller, unincorporated Douglas County, spoke in opposition to this project.

Mayor Rivero closed the Public Hearing at 8:10 p.m.

Erik Frandsen moved and Laura Hefta seconded to approve Ordinance No. 3.253.9 on second reading.

A roll call vote was taken:
Todd Hendreks - yes
Anne Barrington - yes
Brandi Wilks - no
John Diak - yes
Erik Frandsen - yes
Laura Hefta - yes

The motion was approved on a 5-1 vote with Brandi Wilks opposing.

ORDINANCES

A. ORDINANCE NO. 4.119 - Second Reading
A Bill for an Ordinance Adding a New Chapter 11.21 to the Parker Municipal Code Concerning Colorado Wildfire Resiliency and Adopting the 2025 Colorado Wildfire Resiliency Code
Department: Community Development, Randy Sale
Community Development, Jon Nelson

Passage of this ordinance adopted the Colorado Wildfire Resiliency Code (CWRC) as promulgated by the State of Colorado pursuant to C.R.S. § 24-33.5-1236. The CWRC establishes minimum wildfire-resilient construction and defensible space standards for development located within designated wildfire risk areas. The CWRC will supplement the Town’s adopted 2021 International Codes and will be administered through existing subdivision, site plan, and building permit review processes.

Public Comments: None.

Anne Barrington moved and Todd Hendreks seconded to approve Ordinance No. 4.119 on second reading.

A roll call vote was taken:
Todd Hendreks - yes
Anne Barrington - yes
Brandi Wilks - yes
John Diak - yes
Erik Frandsen - yes
Laura Hefta - yes

The motion was approved unanimously.

B. CHERRY CREEK SOUTH METROPOLITAN DISTRICTS NOS. 4-11 - Second Readings
Department: Town Attorney, Jamie Wynn

On September 15, 2025, the Town Council provided conditional approval for certain proposed amendments to the Intergovernmental Agreements (IGAs) between the Cherry Creek South Metropolitan Districts 4-11 (the Districts) and the Town and conditional approval for certain proposed amendments to the Districts' Service Plans. Part of the conditions included modifying the proposed amendments to only contain provisions that are in full compliance with the Town's Code and Model Service Plan and, upon review and confirmation by the Town's attorneys that these amendments were modified to be in full compliance, approval would be provided. Since that time, the Districts have provided updated IGAs and Service Plans including only amendments that are in compliance with the Town's Code and Model Service Plan, which were reviewed and confirmed by the Town's attorneys. Passage of these ordinances and resolutions ratified the updated IGAs and Service Plans.

Megan Murphy, attorney for the Districts, was present to answer questions of the Town Council.

Public Comments: None.

1. **ORDINANCE NO. 9.309.3**
   A Bill for an Ordinance to Ratify the Town Attorney's Determination that the Updated Intergovernmental Agreement Attached Hereto Satisfies the Conditions Contained in the Town Council's Conditional Approval of Ordinance No. 9.309.2, Series of 2025, Regarding the Second Amended and Restated Intergovernmental Agreement Between the Town of Parker, Colorado, and the Cherry Creek South Metropolitan District No. 4 and to Repeal Ordinance No. 9.309.2

Todd Hendreks moved and Anne Barrington seconded to approve Ordinance No. 9.309.3 on second reading.

A roll call vote was taken:
Todd Hendreks - yes
Anne Barrington - yes
Brandi Wilks - yes
John Diak - yes
Erik Frandsen - yes
Laura Hefta - yes

The motion was approved unanimously.

2. **RESOLUTION NO. 26-004**
   A Resolution Ratifying the Town Attorney's Determination that the Updated Second Amended and Restated Service Plan for Cherry Creek South Metropolitan District No. 4 Satisfies the Conditions Contained in the Town Council's Conditional Approval of Resolution No. 25-059, Series of 2025

3. **ORDINANCE NO. 9.310.2**
   A Bill for an Ordinance to Ratify the Town Attorney's Determination that the Updated Intergovernmental Agreement Attached Hereto Satisfies the Conditions Contained in the Town Council's Conditional Approval of Ordinance No. 9.310.1, Series of 2025, Regarding the First Amended and Restated Intergovernmental Agreement Between the Town of Parker, Colorado, and the Cherry Creek South Metropolitan District No. 5 and to Repeal Ordinance No. 9.310.1

Anne Barrington moved and Brandi Wilks seconded to approve Ordinance No. 9.310.2 on second reading.

A roll call vote was taken:
Todd Hendreks - yes
Anne Barrington - yes
Brandi Wilks - yes
John Diak - yes
Erik Frandsen - yes
Laura Hefta - yes

The motion was approved unanimously.

4. **RESOLUTION NO. 26-005**
   A Resolution Ratifying the Town Attorney's Determination that the Updated Amended and Restated Service Plan for Cherry Creek South Metropolitan District No. 5 Satisfies the Conditions Contained in the Town Council's Conditional Approval of Resolution No. 25-060, Series of 2025

5. **ORDINANCE NO. 9.311.2**
   A Bill for an Ordinance to Ratify the Town Attorney's Determination that the Updated Intergovernmental Agreement Attached Hereto Satisfies the Conditions Contained in the Town Council's Conditional Approval of Ordinance No. 9.311.1, Series of 2025, Regarding the First Amended and Restated Intergovernmental Agreement Between the Town of Parker, Colorado, and the Cherry Creek South Metropolitan District No. 6 and to Repeal Ordinance No. 9.311.1

Brandi Wilks moved and John Diak seconded to approve Ordinance No. 9.311.2 on second reading.

A roll call vote was taken:
Todd Hendreks - yes
Anne Barrington - yes
Brandi Wilks - yes
John Diak - yes
Erik Frandsen - yes
Laura Hefta - yes

The motion was approved unanimously.

6. **RESOLUTION NO. 26-006**
A Resolution Ratifying the Town Attorney's Determination that the Updated Amended and Restated Service Plan for Cherry Creek South Metropolitan District No. 6 Satisfies the Conditions Contained in the Town Council's Conditional Approval of Resolution No. 25-061, Series of 2025

7. **ORDINANCE NO. 9.312.2**
A Bill for an Ordinance to Ratify the Town Attorney's Determination that the Updated Intergovernmental Agreement Attached Hereto Satisfies the Conditions Contained in the Town Council's Conditional Approval of Ordinance No. 9.312.1, Series of 2025, Regarding the First Amended and Restated Intergovernmental Agreement Between the Town of Parker, Colorado, and the Cherry Creek South Metropolitan District No. 7 and to Repeal Ordinance No. 9.312.1

John Diak moved and Erik Frandsen seconded to approve Ordinance No. 9.312.2 on second reading.

A roll call vote was taken:
Todd Hendreks - yes
Anne Barrington - yes
Brandi Wilks - yes
John Diak - yes
Erik Frandsen - yes
Laura Hefta - yes

The motion was approved unanimously.

8. **RESOLUTION NO. 26-007**
A Resolution Ratifying the Town Attorney's Determination that the Updated Amended and Restated Service Plan for Cherry Creek South Metropolitan District No. 7 Satisfies the Conditions Contained in the Town Council's Conditional Approval of Resolution No. 25-062, Series of 2025

9. ORDINANCE NO. 9.313.2
A Bill for an Ordinance to Ratify the Town Attorney's Determination that the Updated Intergovernmental Agreement Attached Hereto Satisfies the Conditions Contained in the Town Council's Conditional Approval of Ordinance No. 9.313.1, Series of 2025, Regarding the First Amended and Restated Intergovernmental Agreement Between the Town of Parker, Colorado, and the Cherry Creek South Metropolitan District No. 8 and to Repeal Ordinance No. 9.313.1

Erik Frandsen moved and Laura Hefta seconded to approve Ordinance No. 9.313.2 on second reading.

A roll call vote was taken:
Todd Hendreks - yes
Anne Barrington - yes
Brandi Wilks - yes
John Diak - yes
Erik Frandsen - yes
Laura Hefta - yes

The motion was approved unanimously.

10. RESOLUTION NO. 26-008
A Resolution Ratifying the Town Attorney's Determination that the Updated Amended and Restated Service Plan for Cherry Creek South Metropolitan District No. 8 Satisfies the Conditions Contained in the Town Council's Conditional Approval of Resolution No. 25-063, Series of 2025

11. ORDINANCE NO. 9.314.2
A Bill for an Ordinance to Ratify the Town Attorney's Determination that the Updated Intergovernmental Agreement Attached Hereto Satisfies the Conditions Contained in the Town Council's Conditional Approval of Ordinance No. 9.314.1, Series of 2025, Regarding the First Amended and Restated Intergovernmental Agreement Between the Town of Parker, Colorado, and the Cherry Creek South Metropolitan District No. 9 and to Repeal Ordinance No. 9.314.1

Laura Hefta moved and Todd Hendreks seconded to approve Ordinance No. 9.314.2 on second reading.

A roll call vote was taken:
Todd Hendreks - yes
Anne Barrington - yes
Brandi Wilks - yes
John Diak - yes
Erik Frandsen - yes
Laura Hefta - yes

The motion was approved unanimously.

12. **RESOLUTION NO. 26-009**
A Resolution Ratifying the Town Attorney's Determination that the Updated Amended and Restated Service Plan for Cherry Creek South Metropolitan District No. 9 Satisfies the Conditions Contained in the Town Council's Conditional Approval of Resolution No. 25-064, Series of 2025

13. **ORDINANCE NO. 9.315.2**
A Bill for an Ordinance to Ratify the Town Attorney's Determination that the Updated Intergovernmental Agreement Attached Hereto Satisfies the Conditions Contained in the Town Council's Conditional Approval of Ordinance No. 9.315.1, Series of 2025, Regarding the First Amended and Restated Intergovernmental Agreement Between the Town of Parker, Colorado, and the Cherry Creek South Metropolitan District No. 10 and to Repeal Ordinance No. 9.315.1

Todd Hendreks moved and Anne Barrington seconded to approve Ordinance No. 9.315.2 on second reading.

A roll call vote was taken:
Todd Hendreks - yes
Anne Barrington - yes
Brandi Wilks - yes
John Diak - yes
Erik Frandsen - yes
Laura Hefta - yes

The motion was approved unanimously.

14. **RESOLUTION NO. 26-010**
A Resolution Ratifying the Town Attorney's Determination that the Updated Amended and Restated Service Plan for Cherry Creek South Metropolitan District No. 10 Satisfies the Conditions Contained in the Town Council's Conditional Approval of Resolution No. 25-065, Series of 2025

15. **ORDINANCE NO. 9.316.2**
A Bill for an Ordinance to Ratify the Town Attorney's Determination that the Updated Intergovernmental Agreement Attached Hereto Satisfies the Conditions Contained in the Town Council's Conditional Approval of Ordinance No. 9.316.1, Series of 2025, Regarding the First Amended and Restated Intergovernmental Agreement Between the Town of Parker, Colorado, and the Cherry Creek South Metropolitan District No. 11 and to Repeal Ordinance No. 9.316.1

Anne Barrington moved and Brandi Wilks seconded to approve Ordinance No. 9.316.2 on second reading.

A roll call vote was taken:
Todd Hendreks - yes
Anne Barrington - yes
Brandi Wilks - yes
John Diak - yes
Erik Frandsen - yes
Laura Hefta - yes

The motion was approved unanimously.

16. **RESOLUTION NO. 26-011**
    A Resolution Ratifying the Town Attorney's Determination that the Updated Amended and Restated Service Plan for Cherry Creek South Metropolitan District No. 11 Satisfies the Conditions Contained in the Town Council's Conditional Approval of Resolution No. 25-066, Series of 2025

Brandi Wilks moved and John Diak seconded to approve Resolution Nos. 26-004 through 26-011, as part of the regular agenda.

A roll call vote was taken:
Todd Hendreks - yes
Anne Barrington - yes
Brandi Wilks - yes
John Diak - yes
Erik Frandsen - yes
Laura Hefta - yes

The motion was approved unanimously.

CONTRACTS OVER $500,000

Becket Drive and Woodman Drive Connection Project (CIP23-025)
Amount: **$630,954**
Contractor: **FNF Construction Inc.**
Department: **Engineering and Public Works, Nathan Klass**

This item approved a construction contract with FNF Construction Inc. for the Becket and Woodman Connection Project (CIP23-025) for the amount of $630,954.

Public Comments: None.

Erik Frandsen moved and Laura Hefta seconded to approve the staff recommendation as part of the regular agenda.

A roll call vote was taken:
Todd Hendreks - yes
Anne Barrington - yes
Brandi Wilks - yes
John Diak - yes
Erik Frandsen - yes
Laura Hefta – yes

The motion was approved unanimously.

RESOLUTIONS

RESOLUTION NO. 26-021
A Resolution Approving the Intergovernmental Agreement by and between the Town of Parker and the Board of County Commissioners of Douglas County Regarding the Cost Sharing to Establish the Link on Demand Microtransit Pilot Program
Department: Community Development, Bryce Matthews

Passage of this resolution approved an Intergovernmental Agreement between the Town of Parker and Douglas County to establish a cost-sharing partnership for the implementation of the Link on Demand Microtransit Pilot Program within the Town and certain adjacent unincorporated areas. The pilot will also include service to Lone Tree and light rail stations located in Lone Tree.

Public Comments: None.

Todd Hendreks moved and Brandi Wilks seconded to approve Resolution No. 26-021 as part of the regular agenda.

A roll call vote was taken:
Todd Hendreks - yes
Anne Barrington - yes
Brandi Wilks - yes
John Diak - yes
Erik Frandsen - yes
Laura Hefta - yes

The motion was approved unanimously.

ADJOURNMENT

Mayor Rivero adjourned the meeting at 9:30 p.m.

______________________________ ______________________________
Susan L. Irvine, Deputy Town Clerk Joshua Rivero, Mayor

PARKER
COLORADO

Request for Town Council Action

Date: April 6, 2026

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.670 - First Reading**
A Bill for an Ordinance Conveying Certain Real Property by Quit Claim Deed for Tracts G and H, Newlin Crossing Filing No. 3 to 98 W. Parker, LLLP

Department: **Engineering and Public Works, Alex Mestdagh**

Second Reading: **April 20, 2026**

EXECUTIVE SUMMARY

This ordinance proposes to quit claim Tracts G and H, Newlin Crossing Filing No. 3 to 98 W. Parker, LLLP. This is being proposed to clarify ownership of these commercial parcels with the Douglas County Assessor following transfers of parcels by plats associated with the Newlin Crossing development.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Newlin Crossing development is located at the northeast corner of Mainstreet and Chambers Road. This property was annexed into the Town in 2016, and residential development began on the site in 2023. The owner of the property, 98 W. Parker, LLLP, has sold the residential areas of the development to Lennar Homes, and has retained the areas zoned commercial. Lennar has developed much of the residential property, and their work is currently ongoing.

One of the subdivision plats for the property, Newlin Crossing Filing No. 3, attempted to transfer parcels between Lennar, 98 W. Parker, LLLP, and the Town in accordance with the Annexation Agreement for the property. This centered around two (2) Town-owned parcels located adjacent to Chambers Road. These parcels were deeded to the Town by Douglas County and contained stormwater detention ponds that served the adjacent segment of Chambers Road. The Newlin Crossing development project built a new sub-regional stormwater facility on the property, which was sized to accept and accommodate the stormwater flows from Chambers Road. The Annexation Agreement for the property states that once this new sub-regional pond is constructed and the old ponds are no longer needed, the tracts containing the ponds would be dedicated to the property owner and platted into the larger development. A Predevelopment Parcel Map is attached to illustrate this arrangement.

This new sub-regional detention pond was recently constructed/completed with Newlin Crossing Filing No. 2, so the old pond tracts could be transferred to the property owner. However, while a portion of the northern pond tract was included in one of Lennar's residential Filing No. 3, the remainder of these tracts are within the future commercial parcels. 98 W. Parker, LLLP, has declined to take ownership of those parcels until they are ready to develop the commercial areas. The Filing No. 3 plat attempted to capture this arrangement and dedicate parcels to the appropriate parties, but the Douglas County Assessor's Office determined that those transfers did not fully clarify the ownership and has listed the affected parcels with joint ownership among the parties.

To rectify this issue, quit claim deeds have been prepared for the affected parcels to fully clarify the ownership. This ordinance specifically accompanies a quit claim deed, removing any Town ownership interest in the main commercial parcels, Tract G and Tract H of Newlin Crossing Filing No. 3. These deeds and the ownership arrangement have been reviewed by the Engineering Department, Community Development, and the Town Attorney's Office.

FINANCIAL IMPACT

None. The Town has no ownership interest in this property, which is clarified with this deed.

STRATEGIC GOAL(S)

DEVELOP A VISIONARY COMMUNITY THROUGH BALANCED GROWTH

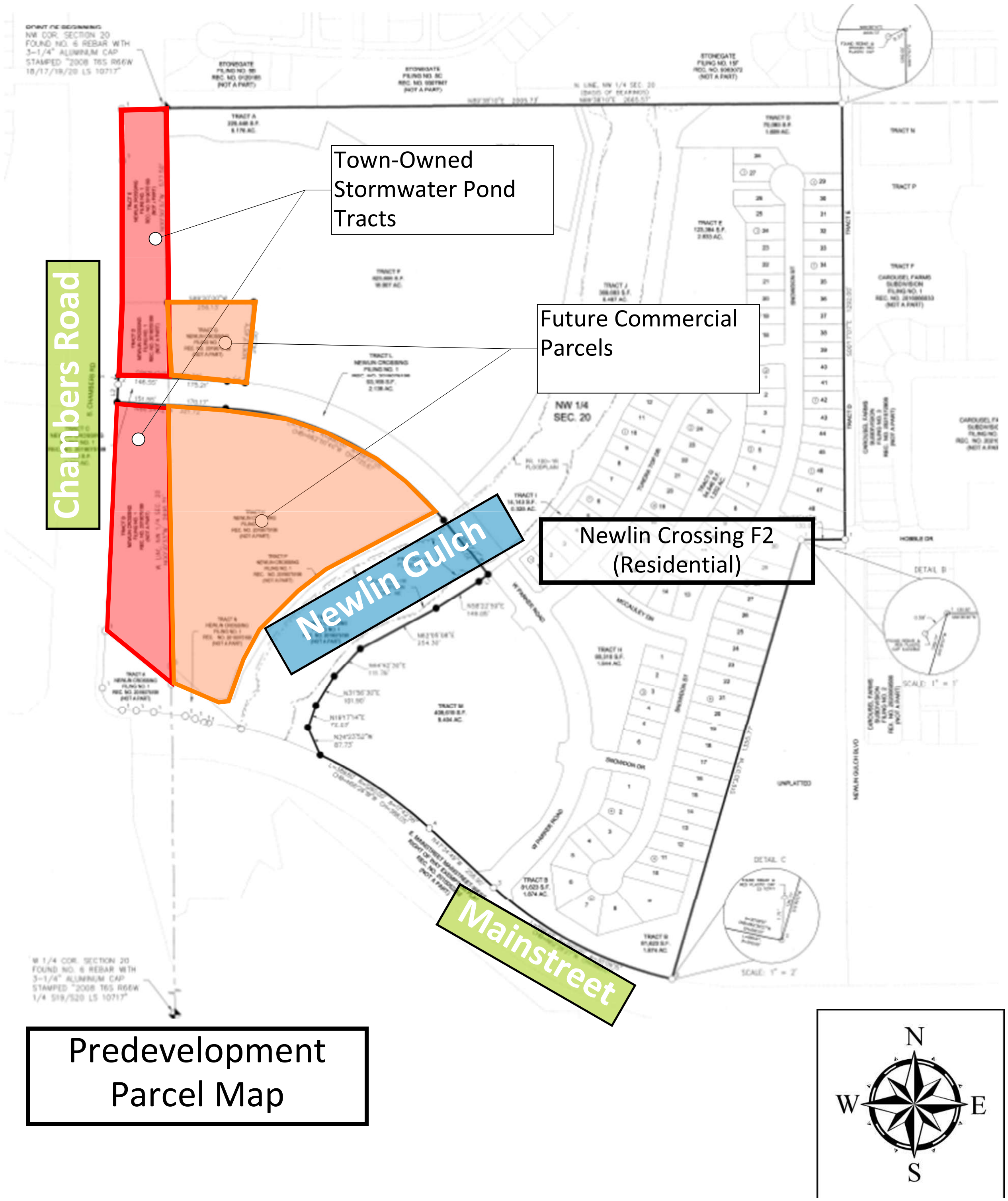
ENHANCE ECONOMIC VITALITY

ATTACHMENTS

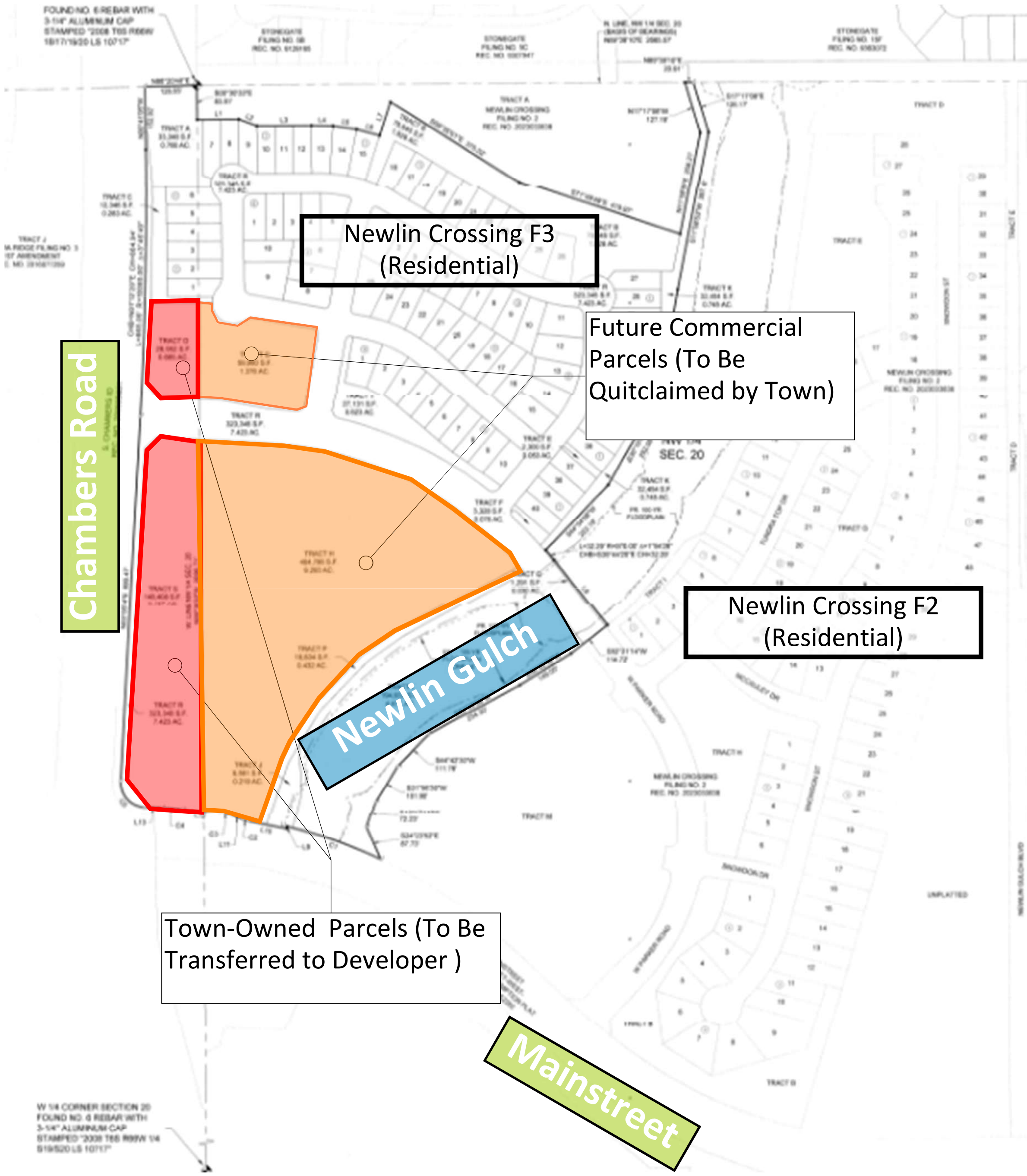
1. Predevelopment Parcel Map
2. Current Parcel Map
3. Ordinance No. 1.670

RECOMMENDED MOTION

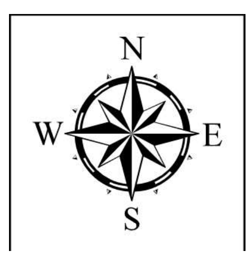
I move to introduce Ordinance No. 1.670 on first reading, as part of the consent agenda, and to schedule second reading for April 20, 2026.



Predevelopment Parcel Map



Current Parcel Map



ORDINANCE NO. <u>1.670</u>, Series of 2026

TITLE: A BILL FOR AN ORDINANCE CONVEYING CERTAIN REAL PROPERTY BY QUIT CLAIM DEED FOR TRACTS G AND H, NEWLIN CROSSING FILING NO. 3 TO 98 W. PARKER, LLLP

WHEREAS, the Town of Parker, Colorado, is a home rule municipality and may have an interest in certain real property;

WHEREAS, the Town Council desires to convey any interest it may have in such real property to 98 W. PARKER, LLLP, a Colorado limited liability limited partnership;

WHEREAS, the real property to be conveyed is legally described in **Exhibit 1** attached hereto and incorporated herein by this reference;

WHEREAS, the Town Council finds that the conveyance of such real property serves a public purpose and is in the best interests of the Town;

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, ORDAINS:

<u>Section 1</u>. <u>Approval and Authorization</u>**.** The Town Council of the Town of Parker hereby approves the Quitclaim Deed by which the Town of Parker sells and quitclaims to 98 W. Parker, LLLP the real property legally described in Exhibit 1 attached hereto and incorporated herein by this reference;

<u>Section 2</u>. <u>Safety Clause</u>. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

<u>Section 3</u>. <u>Severability</u>. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

<u>Section 4</u>. <u>Effective Date</u>. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this _____ day of __________, 2026.

____
Joshua Rivero, Mayor

ATTEST:

____
Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of __________, 2026.

____
Joshua Rivero, Mayor

ATTEST:

____
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

____
Jamie Wynn, Town Attorney

WHEN RECORDED RETURN TO:
Otten, Johnson, Robinson, Neff & Ragonetti, P.C.
Attn: Kimberly Martin
950 16th Street, Suite 1600
Denver, Colorado 80202

No Documentary Transfer Tax Payable
Consideration under $500
C.R.S. § 39-13-102(2)(a)

QUITCLAIM DEED
[STATUTORY FORM – C.R.S. § 38-30-113(1)(d)]

TOWN OF PARKER, COLORADO, a Colorado home rule municipality, whose street address is 20120 E. Mainstreet, Parker, Colorado 80138, for the consideration of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, in hand paid, hereby sells and quitclaims to 98 W. PARKER, LLLP, a Colorado limited liability limited partnership, whose street address is 1720 S. Bellaire Street, Suite 300, Denver, Colorado 80222, the real property legally described in Exhibit A attached hereto and incorporated herein by this reference (the "Land"), with all its appurtenances.

Signed to be effective the _____ day of _____________, 2026.

TOWN OF PARKER, COLORADO, a Colorado home rule municipality

By: ____
Name: ______________________________________
Title: _______________________________________

STATE OF COLORADO)
)
COUNTY OF __________)

The foregoing instrument was acknowledged before me this _____ day of ______________, 2026, by _______________ as ________________ of TOWN OF PARKER, COLORADO, a Colorado home rule municipality.

Witness my hand and official seal.

My commission expires: _________________

____
Notary Public

Exhibit A
to Quitclaim Deed

Legal Description of the Land

Tracts G and H, NEWLIN CROSSING FILING NO. 3, County of Douglas, State of Colorado.

Request for Town Council Action

Date: April 6, 2026

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.672 - First Reading**
A Bill for an Ordinance Conveying a Water Pipeline Easement to the Parker Water and Sanitation District Over a Portion of Lot 1, Enclave Property Filing No. 2

Department: **Engineering and Public Works, Alex Mestdagh**

Second Reading: **April 20, 2026**

EXECUTIVE SUMMARY

This ordinance proposes to dedicate a permanent waterline easement to Parker Water and Sanitation District (PWSD) over a portion of Lot 1, Enclave Property Filing No. 2.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

PWSD has submitted a land use application for the construction of a new waterline through a portion of a Town-owned parcel, Lot 1, Enclave Property Filing No. 2. This property includes the Town's Disc Golf Course. This new line would link existing waterlines to the north and within the Enclave at Cherry Creek Apartment property, providing additional connectivity in PWSD's system to minimize impacts to customers in the case of main breaks or other issues. Most of this line is proposed to be located in an existing PWSD easement, but a short segment is proposed through a parcel without an existing easement. PWSD is requesting that a permanent waterline easement be dedicated over this area to allow for the construction and long-term maintenance/operation of this line. The proposed easement area is 0.06 acres.

The proposed waterline would be approximately 675 feet long and would not include any above-ground elements. The alignment has been reviewed and approved by the Town's Parks and Recreation Department, and the construction would be coordinated to minimize disturbances to the disc golf course. All disturbances related to the construction will be required to be restored and revegetated by PWSD through the Town's Grading Permit program.

FINANCIAL IMPACT

None. This easement is proposed to be dedicated free of payment as part of an ongoing easement/land swap arrangement between the Town and PWSD as partner agencies.

STRATEGIC GOAL(S)

INNOVATE WITH COLLABORATIVE GOVERNANCE

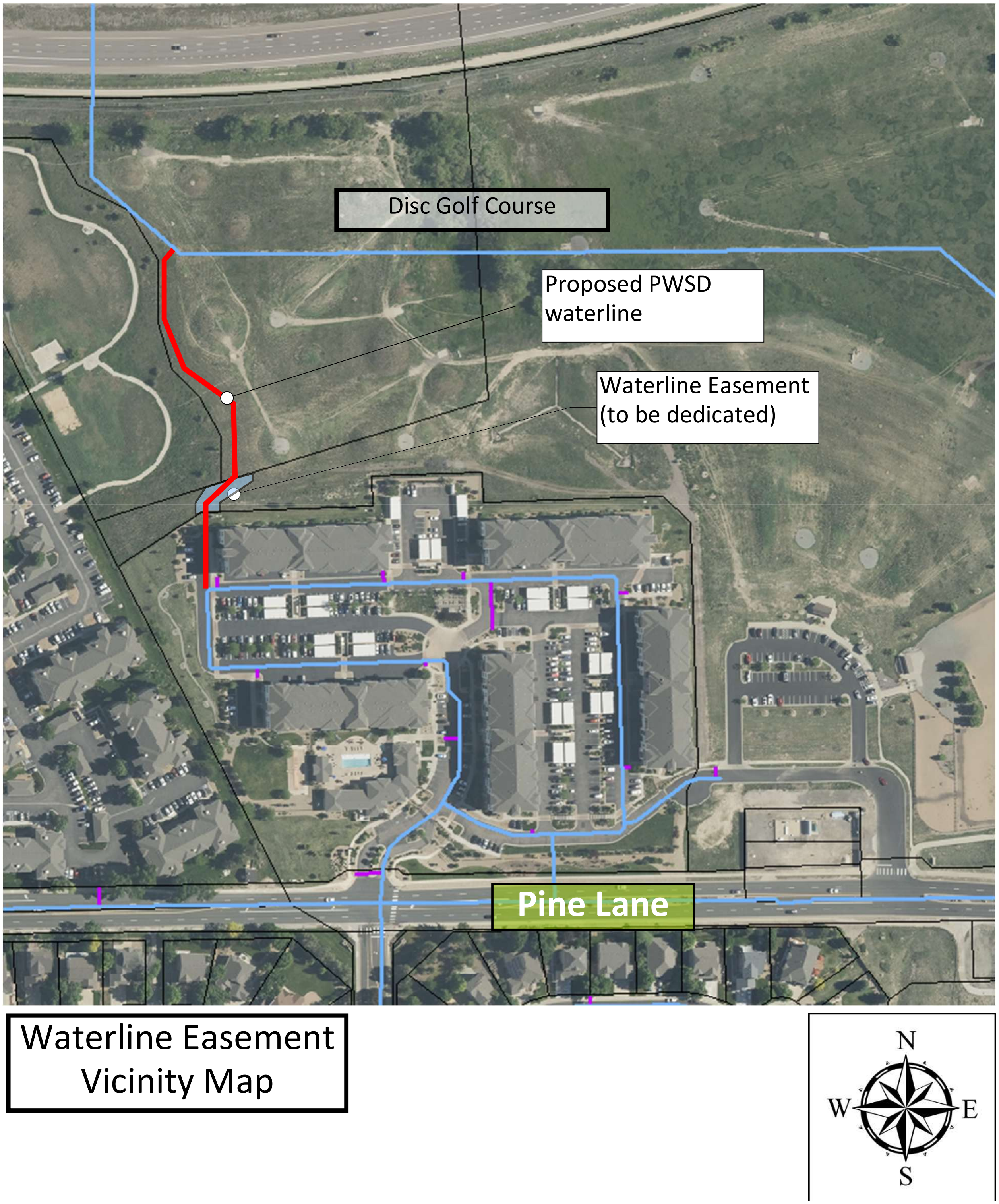
DEVELOP A VISIONARY COMMUNITY THROUGH BALANCED GROWTH

ATTACHMENTS

1. Vicinity Map
2. Ordinance No. 1.672

RECOMMENDED MOTION

I move to introduce Ordinance No. 1.672 on first reading, as part of the consent agenda, and to schedule second reading for April 20, 2026.



Waterline Easement
Vicinity Map

ORDINANCE NO. 1.672 , Series of 2026

TITLE: A BILL FOR AN ORDINANCE CONVEYING A WATER PIPELINE EASEMENT TO THE PARKER WATER AND SANITATION DISTRICT OVER A PORTION OF LOT 1, ENCLAVE PROPERTY FILING NO. 2.

WHEREAS, the Town Council of the Town of Parker desires to convey a permanent water pipeline easement to the Parker Water and Sanitation District over a portion of Lot 1, Enclave Property filing No. 2;

WHEREAS, the Town Council of the Town of Parker desires to authorize the Mayor to execute the subject Easement Agreement.

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, ORDAINS:

Section 1. Approval. The Town Council of the Town of Parker hereby approves the Permanent Water Pipeline Easement Agreement by and between the Town of Parker and Parker Water and Sanitation District, granting a permanent easement over a portion of Lot 1, Enclave Property Filing No.2, recorded at Reception No. 2015049097 in the Douglas County Clerk and Recorder's Office, as more particularly described in the Permanent Water Pipeline Easement Agreement attached hereto as Exhibit 1 and incorporated herein by this reference.

Section 2. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 3. Severability. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 4. Effective Date. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this _____ day of __________, 2026.

____
Joshua Rivero, Mayor

ATTEST:

____
Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of __________, 2026.

____
Joshua Rivero, Mayor

ATTEST:

____
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

____
Jamie Wynn, Town Attorney

WATER PIPELINE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is dated this _____ day of ___________, 2026, by THE TOWN OF PARKER, COLORADO (hereafter referred to as "Grantor"), having an address at 20120 E. Mainstreet, Parker, Colorado 80138, and THE PARKER WATER AND SANITATION DISTRICT (hereafter referred to as "Grantee"), a Colorado special district and political subdivision, having an address at 13939 Ancestry Drive, Parker, Colorado 80134.

WHEREAS, Grantee desires to install a water pipeline in certain real property owned by Grantor and situate in Douglas County, Colorado, which real property is more particularly described and depicted in **Exhibit A** attached hereto and incorporated herein (the "Easement Property"); and

WHEREAS, Grantor is willing to grant an easement to Grantee in the Easement Property for the aforesaid purposes, subject to the terms and provisions hereof.

NOW, THEREFORE, for good and valuable consideration to Grantor by Grantee, and for the additional consideration of the performance by the parties of the terms and conditions hereof, the receipt and adequacy of which are hereby acknowledged, Grantor does hereby grant to Grantee, and Grantee accepts from Grantor, the following Easement as hereinbelow set forth:

1. Grant of Easement. Grantor does hereby grant and convey to Grantee, its successors, assigns, lessees, licensees and agents, a nonexclusive perpetual easement upon, over, under, across and through the Easement Property for the purpose of Grantee's construction, reconstruction, operation, maintenance and removal of the water pipeline required by Grantee from time to time. Grantee shall have the right of ingress and egress over and across the adjacent lands of Grantor to and from the Easement Property as may be necessary in connection with Grantee's construction, reconstruction, operation, maintenance and removal of the water pipeline.

2. Covenants of Grantee. Grantee hereby represents, covenants and warrants in favor of Grantor and its successors and assigns as follows:

(A) Grantee shall protect the Easement Property and the adjacent lands of Grantor over which Grantee has rights of ingress and egress from damage caused in whole or in part by acts or omissions of Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents. Grantee shall clean, cure and correct any such damage to any elements of the Easement Property or the above-referenced adjacent lands, including, but not limited to, all pavement, curbs, gutters, walks, streets, other utilities, structures and other improvements situate therein or thereon, and shall keep all of such property reasonably clean and clear of equipment, building materials, dirt, debris and similar materials. If Grantee fails to clean, cure or correct such damage within fourteen (14) days after notice thereof from Grantor, then Grantor may do so, at Grantee's expense;

(B) In all activities undertaken on property belonging to Grantor, Grantee and/or its employees, agents, contractors, subcontractors, successors, assigns, lessees and/or licensees shall conduct and construct all work in a good and workmanlike manner; and

(C) Grantee shall not cause or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees, any hazardous substances, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA"), pollutants or contaminants, as defined by CERCLA, or hazardous waste, as defined by the Resource Conservation and Recovery Act ("RCRA"), including, but not limited to, asbestos and/or urea formaldehyde, or any pollutants or toxic pollutants, as defined by the Clean Water Act and any amendments thereto, to be dumped, spilled, released, permanently stored, or deposited on, over or beneath the Easement Property. Any hazardous, toxic or flammable substances used by Grantee, its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees in the construction, reconstruction, operation, maintenance or removal of the water pipeline shall be utilized in a lawful manner and in compliance with all federal, state and local requirements relating to protection of health or the environment.

3. Grantor's Right of Relocation. In the event that the construction of any other utilities, roadways, or other improvements upon, over, under or across the Easement Property necessitates the relocation and/or encasement of the water pipeline, then Grantor shall, at its sole cost and expense, timely perform or cause the performance of such relocation and/or encasement of the water pipeline.

4. Indemnification of Grantor by Grantee. Grantee agrees, and hereby does, to the extent permitted by law, indemnify and hold harmless Grantor, any directors, officers employees and agents of Grantor, and any successors or assigns of Grantor, from any costs, expenses, damages, claims or demands incurred or asserted against Grantor as a result of or arising out of the activities of Grantee, its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees in the construction, reconstruction, operation, maintenance or removal of the water pipeline or otherwise relating to the Grantee's use of the Easement Property.

5. Miscellaneous.

(A) Except as otherwise expressly provided for herein, all provisions herein contained, including the benefits, burdens and covenants, are intended to run with the land and shall be binding upon and inure to the benefit of the respective parties, their heirs, successors and assigns.

(B) This Easement constitutes the entire agreement between the parties.

(C) This Easement shall be of no force and effect until the same is duly and validly executed by each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Easement by their respective duly authorized officers as of the date and year first above set forth.

GRANTOR:	**GRANTEE:**
Town of Parker, Colorado	**Parker Water & Sanitation District**, a Colorado special district and political subdivision.
By: ___________________________ Joshua Rivero, Mayor	By: ________________________________ Ron R. Redd, P.E., District Manager

ATTEST:

By: ___________________________
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

____
Jamie Wynn, Town Attorney

Request for Town Council Action

Date: April 6, 2026

Submitted By: Chris Vanderpool, Town Clerk

Reviewed By: Michelle Kivela, Town Manager

Title: **RESOLUTION NO. 26-028**
A Resolution Approving the Intergovernmental Agreement Between the Douglas County Clerk and Recorder and the Town of Parker Regarding the Conduct and Administration of the November 3, 2026 Coordinated Election

Department: **Town Clerk, Chris Vanderpool**

EXECUTIVE SUMMARY

The Town's regular election will be conducted as a coordinated election with Douglas County. The Town and Douglas County are required to enter into an intergovernmental agreement (IGA) to govern the conduct and administration of the election, pursuant to C.R.S. § 1-7-116(2).

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Under the "Uniform Election Code," the Town will coordinate its regular election with Douglas County. On February 17, 2026, the Town Council passed Resolution No. 26-019 to participate in the November 3, 2026, Douglas County coordinated election. Under the Uniform Election Code, the Town and Douglas County are required to enter into an IGA to conduct the election.

FINANCIAL IMPACT

This money for the 2026 Douglas County Coordinated Election has been budgeted in account 101-4140-3390-Other Professional Services.

STRATEGIC GOAL(S)

INNOVATE WITH COLLABORATIVE GOVERNANCE

ATTACHMENTS

1. Resolution No. 26-028

RECOMMENDED MOTION

I move to approve Resolution No. 26-028, as part of the consent agenda.

RESOLUTION NO. __26-028__, Series of 2026

TITLE: A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE DOUGLAS COUNTY CLERK AND RECORDER AND THE TOWN OF PARKER REGARDING THE CONDUCT AND ADMINISTRATION OF THE NOVEMBER 3, 2026 COORDINANTED ELECTION

WHEREAS, under Section 2.1 of the Town of Parker Home Rule Charter and Section 2.06.020 of the Parker Municipal Code, the Town has adopted the exclusive use of Title 1 of the Colorado Election Code for all Town elections that are conducted with Douglas County;

WHEREAS, the Town Council of the Town of Parker desires to participate in the Douglas County Coordinated Election to be held on November 3, 2026;

WHEREAS, the Town Council of the Town of Parker desires to enter into an intergovernmental agreement with the Douglas County Clerk and Recorder regarding the conduct and administration of the November 3, 2026 Coordinated Election;

WHEREAS, the Town has sufficient funds available and appropriated in its approved budget to pay the Town's prorated election expenses for the November 3, 2026 Coordinated Election.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO:

Section 1. Intergovernmental Agreement Approval. The Town Council of the Town of Parker hereby approves the Intergovernmental Agreement between the Douglas County Clerk and Recorder and the Town of Parker regarding the conduct and administration of the November 3, 2026 Coordinated Election, attached hereto as **Exhibit 1**.

RESOLVED AND PASSED this _____ day of ________________________, 2026.

TOWN OF PARKER, COLORADO

____
Joshua Rivero, Mayor

ATTEST:

____
Chris Vanderpool, Town Clerk

Exhibit 1

INTERGOVERNMENTAL AGREEMENT

DOUGLAS COUNTY CLERK AND RECORDER

&

_____________Town of Parker__________

(Enter Jurisdiction Name)

REGARDING THE CONDUCT AND ADMINISTRATION OF:

NOVEMBER 3, 2026

GENERAL ELECTION

SHERI DAVIS, DOUGLAS COUNTY CLERK AND RECORDER
DOUGLAS COUNTY ELECTIONS
CASTLE ROCK, CO 80109
303-660-7444

TABLE OF CONTENTS

*REQUIRES (OR MAY REQUIRE) A SIGNATURE

INTENT TO COORDINATE

JURISDICTION: _____Town of Parker__________________________________

Designated Election Official: ______Chris Vanderpool____________________

_________ Check here if your Jurisdiction WILL NOT participate in this election.

Please mail or email this page to Douglas County Elections, 125 Stephanie Place, Castle Rock, CO 80109, or Elections@douglas.co.us.

___XX____ Check here if your Jurisdiction WILL participate in this election.
Please complete the remainder of this packet and mail or email it to Douglas County Elections, 125 Stephanie Place, Castle Rock, CO 80109, or Elections@douglas.co.us.

Submitting a BALLOT ISSUE(s)? YES NO How many? __________

A ballot issue is a matter arising under Article X Section 20 of the Colorado Constitution as defined in sections 1-41-102 (4) and 1-41-103 (4). It is a **tax/TABOR issue.**

Submitting a BALLOT QUESTION(s)? YES NO How many? _________

A ballot question is a matter involving a citizen petition or referred measure other than a ballot issue. It is a **non-tax question.**

Submitting a CANDIDATE CONTEST(s)? XX-YES NO How many? _1__

Will property owners be included? YES NO How many ? _________

(Approximate # Owners OK)

PARTICIPATION AGREEMENT

This INTERGOVERNMENTAL AGREEMENT (“Agreement”) is between the Douglas County Board of County Commissioners on behalf of the Douglas County Clerk and Recorder (referred to as the "County") and the Jurisdiction (referred to as the “Jurisdiction"). The “County” and “Jurisdiction” are referred to collectively as the “Parties”.

Under the Uniform Election Code of 1992 (Articles 1-13 of Title 1, C.R.S.), governmental entities are encouraged to cooperate and consolidate elections to reduce taxpayer expenses.

If more than one political subdivision holds an election on the same day in November, and the eligible electors for each election are the same or the boundaries overlap, the County Clerk and Recorder is the Coordinated Election Official (referred to as the “CEO”) and conducts elections on behalf of political subdivisions utilizing the mail ballot procedures outlined in Article 7.5 of Title 1.

The Parties agree this election shall be conducted as a coordinated election following the Uniform Election Code of 1992 (Articles 1-13 of Title 1, C.R.S.), or any other Title of C.R.S. governing the participating Jurisdiction's election matters, as well as the Colorado Constitution, and the Colorado Secretary of State (SOS) Rules (referred to as the “Code”).

The Parties agree that section 1-7-116, C.R.S. applies, and it is in the best interest of taxpayers and electors to enter into this Agreement to conduct the coordinated election as authorized under Article XIV, Section 18 of the Colorado Constitution, and sections 1-7-116 and 29-1-203, C.R.S.

SECTION I.
DEFINITIONS AND JOINT RESPONSIBILITIES
(Information Only)

1.01 DEFINITIONS

A. **Coordinated Election Official** (CEO) is the Douglas County Clerk and Recorder, who acts as the Coordinated Election Official as defined within the Code.
B. **Contact Officer** is the person identified by the County to act as the primary liaison with the Jurisdiction. Under the authority of the CEO, the Contact Officer is responsible for the coordination of the election with the Jurisdiction and the procedures to be completed by the County.
C. **Canvass Board** is a group of representatives appointed by the major political parties before the election. The canvass is the audit function of the election and the process of reconciling the number of ballots counted to the number of voters who voted. The Canvass Board will meet no later than the 22nd day after the election to certify the abstract of votes cast.
D. **Designated Election Official** (DEO) is the person identified by the Jurisdiction to act as the primary liaison with the Contact Officer. The DEO is responsible for the election procedures that must be handled by the Jurisdiction as specified within the Code and this Agreement.
E. **Logic and Accuracy Test** (LAT): The county must conduct a Logic and Accuracy Test on its voting equipment at least 21 days before the election. Voting devices must be tested before they are used in an election. One registered elector from each major political party is required to serve on the Logic and Accuracy Testing Board.
F. **Risk Limiting Audit** (RLA): This audit provides strong statistical evidence that the election outcome is correct. The number of ballots required to conduct an RLA will vary based on the smallest margin of the contest selected by the Secretary of State and the risk limit. The smaller the margin, the more ballots to audit. The smaller the risk limit, the more ballots to audit. The Audit Board is appointed by the major political parties and must complete its report no later than 5:00 p.m. one business day before the canvass deadline. At least one member of each major political party's Canvass Board will serve as an observer of the audit.
G. **TABOR** (Taxpayer Bill of Rights) is a constitutional provision (Colo. Const. art. X, § 20) that requires voter approval for tax increases and the issuance of ballot issue notices before the election.

1.02 JOINT RESPONSIBILITIES

The Parties agree to the statutory and regulatory requirements for coordinated elections and ballot issue notices (TABOR) and will adhere to all applicable provisions of the Code that are necessary or appropriate to perform the duties required.

The Parties agree to their official responsibilities in the conduct of the election, including responsibilities under the Fair Campaign Practices Act and any local ordinances concerning fair campaign practices.

1.03 JURISDICTION

The Jurisdiction encompasses territory within Douglas County. This Agreement applies only to the portion of the Jurisdiction within Douglas County.

- If the Jurisdiction is entirely contained within Douglas County, the Contact Officer establishes the ballot number and order under 1-5-407(5), C.R.S.

- If the Jurisdiction is split among more than one county, the Contact Officer will coordinate with other counties to agree upon the ballot number and order per Colorado SOS Election Rule 4.2.

SECTION II.
COUNTY AND JURISDICTION RESPONSIBILITIES
(Information Only)

The County and the Jurisdiction will each perform their respective duties and/or functions as outlined in this Agreement:

2.01 COUNTY RESPONSIBILITIES:

A. Assist the Jurisdiction on any matter related to the election to ensure smooth and efficient operations by designating a Contact Officer to act as the primary liaison between the County and the Jurisdiction. This does not include providing legal advice.

B. Provide an Address Confirmation Form (Appendix A) accompanied by an Address Library Report and Jurisdiction Boundary Map that defines Jurisdictional boundaries using residential street ranges based on County Assessor records. The Address Library Report will include the address report from the Secretary of State voter registration system, which defines street addresses within the Jurisdiction.

C. Verify any Address Library Report errors, omissions, and/or corrections identified by the Jurisdiction against County Assessor data, and where appropriate, modify street ranges to accurately define the eligible electors within the Jurisdiction.

D. Contract for the mail ballot packets to be used in the election (ballot, voter instructions, and official return envelope) and remit payment directly to the vendor.

E. Provide ballot layouts compliant with the Code for proofreading and signature approval by the Jurisdiction before final ballot printing.

F. Mail the ballot packets as required by the Code.

G. Provide a certified list of the Jurisdiction’s registered voters, as requested.

H. Conduct all associated tasks relating to election judges, including eligibility, placement, training, and oversight in the conduct of the election.

I. Conduct all functions of the Canvass Board to certify election results and provide the Jurisdiction with a copy of all election statements required under the Code.

J. Prepare and conduct the Logic and Accuracy Test.

K. Publish and post the required legal notices under 1-5-205(1), C.R.S.

L. Refer members of the public and press to the DEO regarding specific questions about the Jurisdiction's ballot measures or candidates.

M. Provide all necessary equipment, system programming, and personnel for ballot tabulation.

N. Conduct and oversee the process of counting ballots and reporting results.

O. Conduct a recount of the ballots cast if required by law, requested by the Jurisdiction, or requested by an interested party as allowed by the Code.

P. Prepare and conduct the Risk Limiting Audit before certifying election results.

Q. Provide the Jurisdiction with an invoice for all expenses incurred under this Agreement.

R. Archive and maintain all election records as required by the Code.

2.02 JURISDICTION RESPONSIBILITIES:

A. Identify a DEO who is responsible for the Jurisdiction's statutory and regulatory requirements in the conduct of the election.

B. Notify the Contact Officer if the Jurisdiction is shared by an additional county or counties.

C. Provide a copy of the Ordinance or Resolution stating that the Jurisdiction has adopted the exclusive use of the Code for the conduct of the election and that the Jurisdiction will participate in the coordinated election following the terms and conditions of this Agreement.

D. Confirm sufficient funds are available and appropriated in the Jurisdiction's approved budget to pay for election expenses. The Jurisdiction recognizes that the County cannot accurately predict the exact cost for the election but agrees it will pay its calculated prorated share and has appropriated sufficient funds to do so.

E. Return this Intergovernmental Agreement with all required information and signatures completed on or before the seventieth (70) day before the election per the Code.

F. May appoint one representative to participate in the Canvass Board. If there is not a representative appointed, an employee of the Douglas County Clerk and Recorder will be appointed on the Jurisdiction's behalf by the Contact Officer.

G. May appoint one representative to participate in the Logic and Accuracy Test. If there is not a representative appointed, an employee of the Douglas County Clerk and Recorder will be appointed on the Jurisdiction's behalf by the Contact Officer.

H. May choose to appoint an observer for the Risk Limiting Audit. If there is not a representative appointed, an employee of the Douglas County Clerk and Recorder will be appointed on the Jurisdiction's behalf by the Contact Officer.

I. Certify Jurisdictional boundaries by completing and returning the Address Confirmation Form or the Jurisdiction Boundary Map (Appendix A).

J. Review all candidate petition information, if applicable, and verify the information against voter registration records, and where applicable, county assessor records per 1-4-908, C.R.S. After review, the DEO will notify the candidate of the number of valid signatures and whether the petition is sufficient or insufficient. Upon determining that the petition is sufficient, and after the time for protest has passed, the DEO will certify the candidate to the ballot and notify the Contact Officer.

K. The DEO will refer correspondence and calls relating to the election outside of the DEO's expertise to the Contact Officer for response.

L. Determine ballot measure titles and text. Certify candidates, the number of selections a voter should make (e.g., Vote for One), and whether there is a certified write-in candidate. Provide the list of ballot measures and candidate contests electronically to the Contact Officer in a plain text format, on or before the sixtieth (60) day before the election, no later than 5:00 p.m. (Appendix E and Appendix F).

   The ballot content must be certified in the order in which it will appear on the ballot and must include specific instructions (e.g., Vote for One, etc.). The certified list of candidates and ballot measures will be final, and the Contact Officer is not responsible for making any changes after the certification, except those prescribed by statute. The use of all capital letters is reserved for tax (TABOR) issues only, per the Code.

Use APPENDIX E: BALLOT MEASURES FORM, APPENDIX F: CANDIDATE CONTESTS FORM, and APPENDIX H: BALLOT ISSUE NOTICE TEMPLATE to create and submit ballot content and ballot issue notices in the correct format.

M. At the time ballot content is certified to the County, the DEO or candidates will provide the phonetic pronunciation of each candidate's name for use on the ADA-accessible audio ballot. Record a voice message at (303) 663-6279 and include the candidate's name, jurisdiction, and title of office no later than sixty (60) days before the election.

N. Indicate whether ballot content is a referred measure or an initiative from a citizen petition. The Jurisdiction understands and agrees that any ballot content not submitted according to statutory deadlines may result in candidates, issues, or questions not being on the ballot for the coordinated election.

O. Proofread the layout and text of the Jurisdiction's portion of the official ballot, and if applicable, of the Ballot Issue Notices booklet (TABOR Book), and provide written confirmation (in electronic format) of acceptance before printing.

    a. **Approval or requested changes must be provided to the Contact Officer within four (4) hours of the Jurisdiction receiving ballot layout and text from the county and within two (2) hours of the Jurisdiction receiving the proof for any Ballot Issue Notices to be included in the TABOR Book.**

    b. This may require availability outside of normal business hours. Such acceptance is final, and no changes will be made after written notice (in electronic format) is given to the Contact Officer. Failure to respond by the deadline will be considered acceptance "as is". A penalty for delay or rework of the ballot or TABOR Book will result in an additional fee to the Jurisdiction for all associated costs to fix or correct Jurisdictional errors.

P. Perform the following tasks if Jurisdictional property owners are eligible to vote:

    a. Notify Contact Officer of the Title under which the political subdivision is formed, and specifically which property owners are eligible to vote in the election.

    b. Provide a certified list of eligible property owners, as determined by the Jurisdiction, who:
        i. Own property within the Jurisdiction, appear on the State of Colorado list of registered voters, and reside at an address that is not within the boundaries of Douglas County ("Out of County" property owners); or,

ii. Own property within the Jurisdiction, appear on the Douglas County list of registered voters, reside at an address that may not match the property address as shown on the County Assessor's list, but is within the boundaries of Douglas County ("In County" property owners).

c. Coordinate directly with the Douglas County Assessor's Office (303-660-7450) or visit their website to obtain the list of all recorded owners of taxable real and personal property at apps.douglas.co.us/assessor/advanced-search/.

d. Exclude non-person entities, property owners not living in the state of Colorado, property owners not registered to vote, and property owners who reside in the district and will already receive a ballot.

e. Submit the list as a clearly named Microsoft Excel electronic file. The spreadsheet must include only one (1) eligible elector's name per line. Each line must consist of the following separated fields: Last name, first name, middle name, mailing address, city, state, zip, parcel number, phone number (if available), and voter identification number.

Q. Publish and post any required legal notices for the Jurisdiction's ballot content (other than the notice required by 1-5-205(1), C.R.S., which Douglas County will publish), and email a copy of the published legal notice to the Douglas County Recording Office at recording@douglas.co.us, to provide an official record.

R. Provide phone support on Election Day from 7:00 am – 7:00 pm. A designated phone support contact person for the Jurisdiction must be provided upon execution of this Agreement. Emergency contact information must also be provided for this purpose.

S. Notify the Contact Officer within 24 hours of the completion of the final ballot tabulation whether a recount is required or desired. The Jurisdiction will reimburse the County for the full cost of the recount. If other Jurisdictions are included in the recount, the cost will be prorated among the participating Jurisdictions per 1-10.5-101, C.R.S., and SOS Rule 10.9.5.

T. Within thirty (30) days from the date of receipt of a recount invoice, the Jurisdiction must remit total payment to the County.

U. Pay any additional or unique election costs resulting from Jurisdiction delays, mistakes, recounts, and/or special preparations or cancellations relating to the Jurisdiction's participation in the coordinated election. Charges are $1.00 per registered voter (with a minimum charge of $1,000) not including publication cost, excess ballot column inches cost ($3,000 for exceeding five (5) column inches), special text formatting cost for italics, underlining, bullet points, numbering, tables, strike-through text, or indentations ($500 if applicable), the use of all capital letters for non-TABOR issues per the Code, or TABOR Notice costs with a (minimum charge of $500).

Illustrative Pro-Rated Costs Table if costs of TABOR Notice were $3,744.57 and other public notices were $66.58.

Registered Voters	Eligible Property Owners	TABOR Households	Content Length Over 5 Inches	Basic Coordination Charge	TABOR Notice Charge (min. $500)	Excess Content Length Charge	Public Notice Charge	Special Formatting Charge	Total Charges
302858	0	134985	10.75	$ 302,858.00	$ 14,351.52	$ 32,250.00	$ 4.88	$ -	$ 349,464.40
79	63	42	4.00	$ 1,000.00	$ 500.00	$ 12,000.00	$ 4.88	$ -	$ 13,504.88
46097	0	0	14.75	$ 46,097.00	$ -	$ 44,250.00	$ 4.88	$ 500.00	$ 90,851.88
140	0	60	8.75	$ 1,000.00	$ 500.00	$ 26,250.00	$ 4.88	$ -	$ 27,754.88
253	106	120	0.00	$ 1,000.00	$ 500.00	$ -	$ 4.88	$ -	$ 1,504.88

SECTION III.
CANCELLATION OF ELECTION
(Information Only)

3.01 CANCELLATION OF ELECTION BY THE JURISDICTION

In the event the Jurisdiction resolves to cancel the election, notice must be provided to the Contact Officer immediately. The Jurisdiction is responsible for the full cost of election activities incurred both before and after the Contact Officer receives notice of cancellation. The Jurisdiction must provide and publish the cancellation notice per the Code. If the Jurisdiction resolves to cancel the election after the deadline for the DEO to certify ballot order and content to the Contact Officer, the text provided by the Jurisdiction cannot be removed from the ballot and/or the TABOR Book.

SECTION IV.
MISCELLANEOUS

4.01 NOTICES
Notices required under this Agreement are deemed received and effective: (1) three days after they have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; 3) or upon email receipt, to the address of the Parties as indicated here:

To County:
Sheri Davis
Douglas County Clerk and Recorder
Elections Division
125 Stephanie Place
Castle Rock, Colorado 80109

Email: Elections@Douglas.co.us

To Jurisdiction:
(Enter Contact and address information)

Chris Vanderpool
Town Clerk
Town of Parker
20120 E. Mainstreet
Parker, CO 80138
cvanderpool@parkerco.gov

4.02 TERM OF AGREEMENT
The term of this Agreement shall continue until all statutory requirements concerning the conduct of the coordinated election are fulfilled.

4.03 AMENDMENT
This Agreement may be amended only in writing and following the same formality as the execution of the initial Agreement.

4.04 INTEGRATION
The Parties acknowledge that this Agreement constitutes the sole Agreement between them relating to the coordinated election and does not include any oral statements made by the Parties' employees, agents, or officers.

4.05 CONFLICT OF AGREEMENT WITH LAW, IMPAIRMENT

If any provision in this Agreement conflicts with the Code or other statute, this Agreement will be modified to conform to such law. No resolution of either party to this Agreement can impair the rights of the CEO or the Jurisdiction without the consent of the other party.

4.06 TIME OF ESSENCE

Time is of the essence for this Agreement. The time requirements for the completion of the tasks in this Agreement are determined by the Code. Failure to comply with the terms and deadlines outlined in this Agreement or the Code may result in consequences up to and including termination of this Agreement.

4.07 GOOD FAITH

The Parties implement this Agreement in good faith and will act in good faith in all matters that require joint or general action.

4.08 NO WAIVER OF GOVERNMENTAL IMMUNITY ACT

The Parties understand and agree that they, their commissioners, officials, officers, directors, agents, and employees, are relying on and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act (CGIA) Sections 24-10-101 - 120, C.R.S., or otherwise available to the County or the Jurisdiction. To the extent the CGIA imposes varying obligations or contains different waivers for cities and counties, both the Jurisdiction and the County agree that they will remain liable for their independent obligations under the CGIA, and neither party shall be the agent of the other or liable for the obligations of the other.

4.09 NO THIRD-PARTY BENEFICIARIES

The enforcement of the terms and conditions of this Agreement and all rights of action relating to its enforcement are strictly reserved for the County and the Jurisdiction. Nothing contained in this Agreement allows a claim or right of action by anyone other than the Parties.

SIGNATURE PAGE

The execution of this Agreement between the Parties is effective on the latest date noted below. **Sign and date here:**

GENERAL ELECTION OFFICIAL:

____

Douglas County Clerk and Recorder   Date

THE BOARD OF COMMISSIONERS OF THE COUNTY OF DOUGLAS, COLORADO:
(Board signature required if coordination cost will exceed $25,000)

____   _____________________

Douglas County Board of County Commissioners Chairperson   Date

____

Attest – Clerk to the Board

APPROVED AS TO FISCAL CONTENT:

____

Douglas County Director of Finance

APPROVED AS TO LEGAL FORM:

____

Douglas County Attorney

JURISDICTION SIGNATURES:

By: ____   Date: ____________________

Title: ____

By: ____   Date: ____________________

Title: ____

Attest (Name/Title): ____

APPENDIX A: ADDRESS CONFIRMATION FORM

JURISDICTION NAME: ____

The address ranges identified in the **Address Library Report** provided with this Agreement represent all current addresses within the Jurisdiction according to the Douglas County Elections Voter Registration System address report. Douglas County Elections only maintain residential addresses, not business or commercial addresses.

Review the **Address Library Report** to confirm the address ranges are accurate and include all residential addresses within your Jurisdiction. These addresses will be used to identify eligible electors within the Jurisdiction. It is the Jurisdiction's responsibility to know all current addresses within its boundaries.

If there is an error in the **Address Library Report**, please note it on the table below and sign this form. If there are no errors, omissions, and/or corrections, it is still essential to sign, date, and return this form to Douglas County Elections.

Section 1

Enter information on the table, if applicable. If more space is needed, please create a separate document.

Street Name	Dir.	Street Type	Low/High Range	Odd/ Even	Zip Code	Notes
Example: Main	E	St.	101/603	Even	80104	

Section 2

Enter all counties the Jurisdiction includes:

County Name(s):

____

____

____

____

If the Jurisdiction does not include more than one county, write N/A here: _____________

FOR PROPOSED DISTRICTS: Provide a certified legal description, map, and street listing (including street ranges).

Please indicate if any of the above information is submitted to Douglas County Elections electronically. ELECTRONIC FILE(S) SENT ON: ____

(Enter Date Here)

PROVIDE SIGNATURE

I have reviewed the Jurisdiction's **Address Library Report** provided by Douglas County Elections and certify it to be a true and accurate description of the address ranges defining boundaries of the Jurisdiction, except for any discrepancies that are noted on this form.

____ __________________________

Signature Date

ANNEXATIONS, INCLUSIONS, EXCLUSIONS

This form may be used in conjunction with the provided **Jurisdiction Boundary Map** in place of reviewing and verifying the Address Library Report provided.

JURISDICTION NAME: ____

To ensure Douglas County Elections has the most current information, please complete either Section 1 or Section 2 below regarding any Annexations, Inclusions, and Exclusions for your Jurisdiction.

Section 1

Since January 1 of the current year, the Jurisdiction has approved (check all that apply):
______ Annexations
______ Inclusions
______ Exclusions

All supporting documents on the applicable Annexation(s), Inclusion(s), or Exclusion(s) are attached to this form and should be used by Douglas County Elections to update address information for the Jurisdiction.

By signing below, I acknowledge and certify that the information is true and accurate.

____

Signature Date

Section 2

I acknowledge and certify the Jurisdiction has not approved any Annexation(s), Inclusion(s), or Exclusion(s) since January 1 of the current year.

By signing below, I acknowledge and certify that the information is true and accurate.

____

Signature Date

APPENDIX B: CONTACT INFORMATION FORM

Please enter your Jurisdiction's information.

Jurisdiction: ______Town of Parker____

Designated Election Official: _______Chris Vanderpool___________________________________
Name

_____20120 E. Mainstreet__________________________________
Mailing Address

_____Parker, CO 80138____________________________________
City, State, Zip

____cvanderpool@parkerco.gov_____________________________
Email

_____303-805-3143____
Phone

Represented by: ____Jamie Wynn_______________________________________
Attorney / Law Firm

____20120 E. Mainstreet____________________________________
Mailing Address

____Parker, CO 80138_______________________________________
City, State, Zip

_____jwynn@parkerco.gov___________________________________
Email

_______303-805.3108_______________________________________
Phone

Per this Agreement, please indicate the Jurisdiction representative(s) who will participate in the following activities:

REQUIRED PARTICIPATION

Election Day phone support for citizen inquiries
November 3, 2026, 7:00 a.m. – 7:00 p.m.

Name: ___Chris Vanderpool____

Phone: ___303-805-3198____

Email: ____cvanderpool@parkerco.gov_______________________________________

OPTIONAL PARTICIPATION

If a representative is not designated for these optional activities, the Douglas County Elections office will designate a staff member to serve on behalf of the Jurisdiction.

Logic and Accuracy Test (LAT)
(Enter date, time, location, info)

Name: __Chris Vanderpool____

Phone: __303-805-3143____

Email: ___cvanderpool@parkerco.gov____

Risk Limiting Audit (RLA)
(Enter date, time, location, info) Additional days may be needed.

Name: ___Same as above____

Phone: ____

Email: ____

Canvass Board and Final Certification of Election
(Enter date, time, location, info)

Name: ____

Phone: ____

Email: ____

Douglas County Contact Information

(Information Only)

- Douglas County General Election Official:
  Sheri Davis, Clerk and Recorder
  301 Wilcox Street, Castle Rock, CO 80104
  clerk@douglas.co.us
  303-663-7364

- Douglas County Contact Officer
  Jessica Svoboda
  125 Stephanie Place, Castle Rock, CO 80109
  Elections@douglas.co.us
  303-814-4339

- Douglas County Deputy Director of Elections
  Jack Twite Jr.
  125 Stephanie Place, Castle Rock, CO 80109
  jtwite@douglas.co.us
  303-814-7618

- Douglas County Senior Assistant Attorney
  Chris Pratt
  100 Third Street, Castle Rock, CO 80104
  cpratt@douglas.co.us
  303-660-7321

APPENDIX C: IMPORTANT DATES

(Information Only)

EVENT	DATE
Last day to provide in writing to the County Clerk and Recorder Notice of Intent to coordinate for the 2026 General Election (-100 days)	July 24
Last day to return signed IGA to the Contact Officer (-90 days)	August 4
Last day to return completed Address Confirmation Form (Appendix A) or Boundary Map to ensure accurate voter information (-70 days)	August 25
Last day to submit certified ballot order and content to the Contact Officer (-60 days)	September 4
Last day for Secretary of State to certify state ballot order and content to county clerk (-57 days)	September 4
Last day to mail ballots to Uniformed and Overseas electors (UOCAVA) (-45 days)	September 19
Last day to submit Ballot Issue Notice (TABOR) Language and summarized Pro/Con & Fiscal Impact Statements to Contact Officer (-43 days)	September 21
Logic and Accuracy Test (LAT)	September 25
Logic and Accuracy Test (LAT) – Alternate Date	September 28
Ballots mailed to voters (-22 days)	October 9
Ballot Drop Boxes open (-15 days minimum)	October 9
Voter Service and Polling Centers (VSPCs) open (-15 days)	October 19
Last day voter can request our office mail a ballot (-8 days)	October 26
ELECTION DAY	November 3, 7 AM – 7 PM
Risk Limiting Audit (RLA)	November 17 (Additional days may be needed)
Canvass Board and Final Certification of Election	November 20
Canvass Board and Final Certification of Election – Alternate date	November 23
Final Certification of Election deadline	November 25

APPENDIX D: IGA CHECKLIST

Use this checklist to track and complete all items as outlined in this Agreement. Dates reflect the Douglas County Elections timeline based on statutory requirements and deadlines.

✓	**DATE**	**EVENT**
	On or Before July 24	Provide in writing to the County Clerk and Recorder notice of intent to coordinate.
	Upon Clerk and Recorder's receipt of intent to coordinate	Receive and review the Agreement and accompanying documents from the Contact Officer, including important District addressing verification.
	August 4	• Complete and return all required documents of the Agreement via mail or email to the Contact Officer, Elections@douglas.co.us. • Provide a copy of the Ordinance or Resolution outlining intent to participate in the coordinated election. • Provide a statement to confirm sufficient funds to pay for election expenses are available and appropriated in the Jurisdiction's approved budget. • For PROPOSED DISTRICTS: Provide a certified legal description, map, and street listing (including street ranges).
	September 4	• Provide certified ballot content and order to the Contact Officer. C.R.S 1-5-203(3). Refer to Section 2.02 (L) of the IGA for specific requirements. USE TEMPLATES PROVIDED IN APPENDIX H AND I. • As applicable, provide phonetic pronunciation of each candidate's name via voicemail. Refer to Section 2.02 (M) of the IGA for instructions. • Proofread ballot layout and text for Jurisdiction's portion of the official ballot and provide written acceptance of content or written notice of necessary changes. Refer to Section 2.02 (O) of the IGA for instructions.
	September 21	Provide Contact Officer with full text of any required ballot issue notices (TABOR) and all summarized pro/con statements. USE TEMPLATE PROVIDED IN APPENDIX G.

	September 30	For elections where property owners are eligible electors: Provide all applicable eligible property owner list(s). Refer to Section 2.02 (P) of the agreement and APPENDIX A for instructions and requirements.
	October 9	For elections where property owners are eligible electors: Provide a supplemental list of applicable eligible property owner(s) for eligible voters not submitted in the original list from October 1. Refer to Section 2.02 (P) of the agreement and APPENDIX A for instructions and requirements.
	November 3, 2026	ELECTION DAY Jurisdiction phone support is required during voting hours from 7:00 a.m.-7:00 p.m. to provide information as needed to the Douglas County Elections office, public, or media.
	Post-Election Day	• Notify Contact Officer within 24 hours of completion of final ballot tabulation if a recount is required. • Remit payment within 30 days of receipt of billing invoice.

Appendix E: BALLOT MEASURES FORM

Please use this form to provide the required information for ***each*** *Ballot Measure submitted.*

1. **Name of coordinating entity:** ____

2. **Ballot measure type:** ☐ **Ballot Issue (Tax/TABOR)** ☐ **Ballot Question (Non-Tax/TABOR)**

3. **Subject matter summary for contest heading (optional)**

   ____

4. **Ballot measure text:** Enter the ballot measure's text in the form of a question, exactly as it should be printed on the ballot. Please note:

   - **Ballot Issues (tax) under TABOR must be certified in ALL UPPERCASE LETTERS**
   - **Ballot Questions not arising under TABOR must be certified in sentence case (upper and lower case letters)**
   - **Include standard measure responses with the ballot measure text (YES/FOR NO/AGAINST)**

Appendix F: CANDIDATE CONTEST FORM

Please use this form to provide the required information for ***each*** *of your candidate contests.*

1. **Name of coordinating entity:** ______________________________

2. **Name of elected office or position:** ______________________________

3. **Representation type:** Under the applicable election laws of the coordinating entity, state whether candidates for this office are elected at large by all electors of the coordinating entity, or by district. **Check one:**

   ☐ Candidates for this office are elected at-large ☐ Candidates for this office are elected by district

4. **Contest title:** Please enter the office or position title, district (if needed), term length, and the number of elected positions to be filled for this office using the following format and example:

Format:	Example:
Office Title – District	Councilmember – District 2
Term Length (Vote for Number)	Four-Year Term (Vote for One)

   Title: ______________________________

   Term Length: ______________________________

5. **Named candidates:** State the names of all candidates for this office, exactly as they should be printed on the ballot, and in the exact order they should be printed on the ballot.

   - Add additional lines if necessary
   - Candidate names must be in proper case
   - Candidate names may not include any title or degree designating the business or profession of the candidates
   - A candidate's name may include one nickname, if the candidate regularly uses the nickname, and the nickname does not include any part of a political party name

   1. ______________________________
   2. ______________________________
   3. ______________________________
   4. ______________________________
   5. ______________________________
   6. ______________________________

6. **Write-in candidates:** State whether this race will have write-in candidates. ☐ **Yes** ☐ **No**

If your answer to Question 6 is Yes, also state:

a. The number of separate write-in lines that should be printed on the ballot. ________
(The number of write-in lines should equal the number of elected positions to be filled.)

b. Under the ballot access laws and rules that apply to the coordinating entity, is there any possibility that an eligible elector may file papers with the DEO to qualify as a write-in candidate ***after*** the DEO certifies ballot content to the County Clerk?

☐ **Yes** ☐ **No**

c. State the names of the eligible write-in candidates for this race:

1. ____

2. ____

3. ____

4. ____

APPENDIX G: BALLOT ISSUE NOTICE AGREEMENT (TABOR BOOK)

The Ballot Issue Notices booklet (TABOR Book) is the publication required by the Colorado State Constitution, Article X, Section 20, for ballot issues that call for increases in the tax rate or government debt. The County must mail the Ballot Issue Notice booklet to electors.

THE COUNTY WILL PERFORM THE FOLLOWING TASKS FOR THE BALLOT ISSUE NOTICES BOOKLET (TABOR BOOK):

A. Determine the most cost-effective method for mailing ballot issue notices and the portion of the cost the Jurisdiction is responsible for.
B. Determine the ballot issue numbers.
C. Place the ballot issue notices received from Jurisdictions participating in the election in the proper order in the Ballot Issue Notices booklet.
D. Mail a Ballot Issue Notices booklet to each address that includes registered electors as required by law.
E. Refer calls concerning the substance of the ballot issues or the operations of the Jurisdiction to the DEO for the Jurisdiction.

THE JURISDICTION WILL PERFORM THE FOLLOWING TASKS FOR THE BALLOT ISSUE NOTICES BOOKLET (TABOR BOOK):

A. Complete circulation, approval, review, and all other activities as required by the Code to produce the Jurisdiction's ballot issue notice. The DEO will interact with any Jurisdiction petition representatives to ensure that the Contact Officer receives the summary of written comments for and against the ballot issue within the time required by the Code.
B. Determine the ballot title and text within the restrictions as outlined by the County in this Agreement.
C. Include, within its ballot issue notice, the ballot title in this format: "NOTICE OF ELECTION TO INCREASE TAXES/TO INCREASE DEBT/ON A CITIZEN PETITION/ON A REFERRED MEASURE." See template provided in APPENDIX H.
D. **Prepare the text of the ballot issue notice using the template provided in APPENDIX H.** The ballot issue notice must include any Jurisdiction voter-approved additions, and:
    a. The election date and hours, and the local Jurisdiction contact name, office address, and telephone number
    b. Ballot title and text
    c. Required fiscal information
E. Accept and summarize the filed comments in favor of and in opposition to the ballot issue received from eligible electors of the Jurisdiction and the public, as required for use in the ballot issue notice.
F. Provide the certified content of the Jurisdiction's completed ballot issue notice to the Contact Officer as a plain text file via email.
G. Proofread the layout and the text that the Contact Office provides of the Jurisdiction's portion of the official Ballot Issue Notices booklet and provide written notice (electronic format) of acceptance before the printing of the ballots. **Approval or requested changes must be received**

within four (4) business hours after the Douglas County Elections Contact Officer emails the draft to the jurisdiction. This may require availability outside of normal business hours, and no changes will be made after acceptance is given to the Contact Officer. If the deadline is not met, the Contact Officer will consider the proof final "as is".

a. A penalty for delay or rework of the ballot or ballot issue notices booklet will result in an additional fee to the Jurisdiction for all associated correction costs. The ballot issue notice may not be changed by the Jurisdiction without written approval from the Contact Officer and can be requested no later than the 42nd day before the election.

H. Resolve, at the Jurisdiction's expense, any and all challenges pertaining to ballot issue notices certified to the County.

Jurisdiction Signature

By: ____ Date: ________________________

County Signature

By: ____ Date: ________________________

Appendix H: BALLOT ISSUE NOTICE TEMPLATE (TABOR BOOK)

Please use this template and replace the highlighted fields with your Ballot Issue Notice information.

TO: ALL REGISTERED VOTERS
NOTICE OF ELECTION TO INCREASE TAXES/TO INCREASE DEBT *(choose one or both options)*
ON A CITIZEN PETITION/ON A REFERRED MEASURE *(choose one option)*

ENTER YOUR JURISDICTION NAME HERE

Election Date: November 4, 2025

Election Hours: 7:00 A.M. – 7:00 P.M.

Designated Election Official Address and Telephone Number:
Enter your DEO contact person
Enter your DEO office address
Enter your DEO office telephone number

Ballot Issue Title and Text: *(see Article X, Section 20, of the Colorado Constitution for legal guidance)*
Enter your ballot issue title
Enter your ballot issue text – TEXT MUST BE WRITTEN IN ALL CAPS

Fiscal Information:

Fiscal Year	Fiscal Year Spending
2024 (Actual)	$ Enter dollar amount
2025 (Actual)	$ Enter dollar amount
2026 (Estimated)	$ Enter dollar amount

Overall Percentage Change in Fiscal Year Spending	Enter percent change %
Overall Dollar Change in Fiscal Year Spending	$ Enter dollar amount

Estimated first full fiscal year maximum dollar amount of increase	$ Enter dollar amount
Estimated first full fiscal year spending without the increase	$ Enter dollar amount

Summary of Written Comments FOR (enter issue title):
See C.R.S. 1-7-903 for guidance
- OR –
Enter: No comments were filed by the constitution deadline

Summary of Written Comments AGAINST (enter issue title):
See C.R.S. 1-7-903 for guidance
- OR –
Enter: No comments were filed by the constitution deadline

APPENDIX I: BALLOT ISSUE NOTICE PROOF ACCEPTANCE FORM (TABOR BOOK)

The Douglas County Elections Contact Officer will send the Jurisdiction proof for any submitted Ballot Issue Notice(s) that the Jurisdiction must review and approve for inclusion in the Ballot Issue Notices booklet (TABOR Book) as required under Colorado law.

THE JURISDICTION MUST THOROUGHLY REVIEW ALL INFORMATION ON THE PROOF AND EITHER APPROVE IT OR PROVIDE ANY NECESSARY CORRECTIONS WITHIN FOUR (4) BUSINESS HOURS AFTER THE CONTACT OFFICER EMAILS THE PROOF.

This short approval window is necessary to comply with statutory election deadlines in Colorado. Douglas County Elections cannot begin printing the official Ballot Issue Notices booklet (TABOR Book) until this completed form is received from each applicable Jurisdiction.

The Douglas County Elections Contact Officer will confirm receipt of this Approval Form when it is received.

__________ BALLOT ISSUE NOTICE(S) APPROVED

__________ BALLOT ISSUE NOTICE(S) APPROVED *WITH REVISIONS NOTED*

JURISDICTION: ____

DEO NAME: ____

DEO SIGNATURE: ____

DATE: __________________________________ TIME: ________________________________

PARKER
COLORADO

Request for Town Council Action

Date: April 6, 2026

Submitted By: Tom Williams, Director Eng/PW

Reviewed By: Michelle Kivela, Town Manager

Title: **RESOLUTION NO. 26-029**
A Resolution Accepting the Charge Ahead Colorado Grant Award and Authorizing Installation of Electric Vehicle Charging Stations at Town Facilities

Department: **Engineering and Public Works, Tom Williams**

EXECUTIVE SUMMARY

This resolution approves the acceptance of a grant from the Colorado Energy Office (CEO) and authorizes the installation of electric vehicle (EV) charging stations as part of two facility capital projects. The grant funds would be used for the installation of 2 charging stations (4 ports) at the recently constructed PACE Parking Garage and 2 charging stations (4 ports) as part of the Town Hall expansion project. The Town was awarded a grant in the amount not to exceed $51,600, or up to ninety percent (90%) of eligible project costs.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The CEO administers a grant which provides funding to local agencies through the Charge Ahead Colorado (CAC) program. The program offers funding to support the installation of EV charging infrastructure statewide. Currently, the Town does not own or operate publicly accessible charging stations at any Town facilities. The one (1) publicly accessible charging station, which is owned and operated by CORE, is located at O'Brien Park. CORE has indicated this charging station at O'Brien Park is very popular and ranked among the top used within their service area. Town staff has received requests from the public to install additional charging stations at other Town-owned facilities.

As part of the planning and design efforts for the PACE Parking Garage and the Town Hall Expansion projects, staff made accommodations for the installation of charging stations at both facilities to serve the public and the Town-owned electric and plug-in hybrid fleet vehicles. These sites represent the civic and cultural core of Parker and are among the highest-traffic public facilities in Town. Last year, the Town applied for grants through the CAC program for four (4) Level 2 dual-port EV charging stations. Two (2) of these charging stations will be installed at the PACE Parking Garage and two (2) charging stations will be installed as part of the Town Hall Expansion project.

Earlier this year, the CEO notified the Town that we had been awarded $51,600 towards the installation of the charging stations, which requires a funding match from the Town. The funding match of $10,320 was originally budgeted in the Fleet Services Fund and transferred to the Capital Renewal and Replacement Reserve Fund as part of the recent budget revision approved by Town Council. The charging stations will be installed as part of the aforementioned facility capital projects, which were budgeted in the Capital Renewal and Replacement Reserve Fund.

This resolution authorizes the Town to accept this grant, along with the terms and conditions as provided in the State of Colorado Small Dollar Grant Award (SDGA) and Statement of Work (SOW). The terms and conditions have been reviewed and found to be acceptable by the Town Attorney's Office, Public Works/Engineering and Finance Departments. The SDGA and SOW are attached to this resolution as Exhibit 1.

Upon approval of this resolution, Town staff will proceed with the installation of the charging stations at both facilities. Staff anticipates the charging stations will become operational and available to the public later this year.

FINANCIAL IMPACT

The Town's portion of the funding ($10,320) associated with the charging stations was approved by Town Council as part of the budget revision on March 23, 2026, and is within the Capital Renewal and Replacement Fund. Additional recurring expenses include electricity, operational functions and general maintenance (O&M) of the charging stations. The Town will recover all electrical expenses associated with public use by charging customers through either a mobile app or card readers on each station.

The Town will contract with a vendor to provide all O&M required for the charging stations. It is estimated that the O&M will cost approximately $2,000 per year for each charging station. Staff will work with the vendor to recover as much of the O&M costs as reasonably possible through customer use charges.

STRATEGIC GOAL(S)

DEVELOP A VISIONARY COMMUNITY THROUGH BALANCED GROWTH

FOSTER COMMUNITY CREATIVITY AND ENGAGEMENT

INNOVATE WITH COLLABORATIVE GOVERNANCE

ENHANCE ECONOMIC VITALITY

ATTACHMENTS

1. Resolution No. 26-029

RECOMMENDED MOTION

I move to approve Resolution No. 26-029, as part of the consent agenda.

RESOLUTION NO. __26-029__, Series of 2026

TITLE: A RESOLUTION ACCEPTING THE CHARGE AHEAD COLORADO GRANT AWARD AND AUTHORIZING INSTALLATION OF ELECTRIC VEHICLE CHARGING STATIONS AT TOWN FACILITIES

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, AS FOLLOWS:

WHEREAS, the Colorado Energy Office administers the Charge Ahead Colorado Program to support the installation of electric vehicle (EV) charging infrastructure and reduce greenhouse gas emissions;

WHEREAS, the Town of Parker applied for and has been awarded grant funding through the Charge Ahead Colorado Program to support the installation of EV charging stations;

WHEREAS, the grant provides funding in an amount not to exceed $51,600, or up to ninety percent (90%) of eligible project costs, for the installation of Level 2 EV charging ports;

WHEREAS, the project includes the installation of EV charging stations at Town facilities located at 20120 E. Mainstreet and 20002 Pikes Peak Avenue, Parker, Colorado;

WHEREAS, the installation of EV charging infrastructure supports the Town's sustainability goals, promotes alternative fuel use, and enhances public access to charging resources;

WHEREAS, the Town is required to comply with all terms and conditions of the grant, including installation, reporting, and operational requirements established by the Colorado Energy Office.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, AS FOLLOWS:

Section 1. Acceptance of Grant. The Town Council hereby accepts the Charge Ahead Colorado grant award from the Colorado Energy Office for the installation of electric vehicle charging stations at designated Town facilities and approves the terms and conditions for the acceptance of the grant award, attached hereto as **Exhibit 1**.

Section 2. Project Authorization. The Town Council hereby authorizes the installation of electric vehicle charging stations at Town facilities located at 20120 E. Mainstreet and 20002 Pikes Peak Avenue, Parker, Colorado, in accordance with the grant requirements.

INTRODUCED AND PASSED ON FIRST READING this _____ day of __________, 2026.

____
Joshua Rivero, Mayor

ATTEST:

____
Chris Vanderpool, Town Clerk

State of Colorado Small Dollar Grant Award Terms and Conditions

1. **Offer/Acceptance.** This Small Dollar Grant Award, together with these terms and conditions (including, if applicable, Addendum 1: Additional Terms and Conditions for Information Technology, and Addendum 2: Additional Terms and Conditions for Federal Provisions, below), and any other attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference (collectively the "Agreement") shall represent the entire and exclusive agreement between the State of Colorado, by and through the agency identified on the face of the Small Dollar Grant Award ("State") and the Subrecipient identified on the face of the Small Dollar Grant Award ("Grantee"). If this Agreement refers to Grantee's bid or proposal, this Agreement is an ACCEPTANCE of Grantee's OFFER TO PERFORM in accordance with the terms and conditions of this Agreement. If a bid or proposal is not referenced, this Agreement is an OFFER TO ENTER INTO AGREEMENT, subject to Grantee's acceptance, demonstrated by Grantee's beginning performance or written acceptance of this Agreement. Any COUNTER-OFFER automatically CANCELS this Agreement, unless a change order is issued by the State accepting a counter-offer. Except as provided herein, the State shall not be responsible or liable for any Work performed prior to issuance of this Agreement. The State's financial obligations to the Grantee are limited by the amount of Grant Funds awarded as reflected on the face of the Small Dollar Grant Award.
2. **Order of Precedence.** In the event of a conflict or inconsistency within this Agreement, such conflict or inconsistency shall be resolved by giving preference to the documents in the following order of priority: **(1)** If applicable, Addendum 2: Additional Terms and Conditions for Federal Provisions, below; **(2)** the Small dollar Grant Award document; **(3)** these terms and conditions (including, if applicable, Addendum 1 below); and **(4)** any attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference. Notwithstanding the above, if this Agreement has been funded, in whole or in part, with a Federal Award, in the event of a conflict between the Federal Grant and this Agreement, the provisions of the Federal Grant shall control. Grantee shall comply with all applicable Federal provisions at all times during the term of this Agreement. Any terms and conditions included on Grantee's forms or invoices not included in this Agreement are void.
3. **Changes.** Once accepted in accordance with **§1**, this Agreement shall not be modified, superseded or otherwise altered, except in writing by the State and accepted by Grantee.
4. **Definitions.** The following terms shall be construed and interpreted as follows: **(a)** "**Award**" means an award by a Recipient to a Subrecipient; **(b)** "**Budget**" means the budget for the Work described in this Agreement; **(c)** "**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 CRS §24-11-101(1); **(d)** "**UCC**" means the Uniform Commercial Code in CRS Title 4; **(e)** "**Effective Date**" means the date on which this Agreement is issued as shown on the face of the Small Dollar Grant Award; **(f)** "**Federal Award**" means an award of federal financial assistance or a cost-reimbursement contract, , by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award, which terms and conditions shall flow down to the Award unless such terms and conditions specifically indicate otherwise. The term does not include payments to a vendor or payments to an individual that is a beneficiary of a Federal program; **(g)** "**Federal Awarding Agency**" means a Federal agency providing a Federal Award to a Recipient; **(h)** "**Grant Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement; **(i)** "**Matching Funds**" mean the funds provided by the Grantee to meet cost sharing requirements

described in this Agreement; **(j)** "**Recipient**" means the State agency identified on the face of the Small Dollar Grant Award; **(k)** "**Subcontractor**" means third parties, if any, engaged by Grantee to aid in performance of the Work; **(l)** "**Subrecipient**" means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a program, but does not include an individual that is a beneficiary of such program; **(m)** "**Uniform Guidance**" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, identified as the 2 C.F.R. (Code of Federal Regulations) Part 200, 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; and **(n)** "**Work**" means the goods delivered or services, or both, performed pursuant to this Agreement and identified as Line Items on the face of the Small Dollar Grant Award.

5. **Delivery.** Grantee shall furnish the Work in strict accordance with the specifications and price set forth in this Agreement. The State shall have no liability to compensate Grantee for the performance of any Work not specifically set forth in the Agreement.

6. **Rights to Materials. [*Not Applicable to Agreements issued either in whole in part for Information Technology, as defined in CRS § 24-37.5-102(2); in which case Addendum 1 §2 applies in lieu of this section.*]** Unless specifically stated otherwise in this Agreement, all materials, including without limitation supplies, equipment, documents, content, information, or other material of any type, whether tangible or intangible (collectively "Materials"), furnished by the State to Grantee or delivered by Grantee to the State in performance of its obligations under this Agreement shall be the exclusive property the State. Grantee shall return or deliver all Materials to the State upon completion or termination of this Agreement.

7. **Grantee Records.** Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work (including, but not limited to the operation of programs) performed under this Agreement (collectively "Grantee Records"). Unless otherwise specified by the State, the Grantee shall retain Grantee Records for a period (the "Record Retention Period") of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims or audit finding have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight, or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property. Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State. The State, in its discretion, may monitor Grantee's performance of its obligations

under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee and this Agreement, and the State shall have the right, in its discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State will monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee Records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee, a State agency or the State's authorized representative, or a third party. If applicable, the Grantee may be required to perform a single audit under 2 CFR 200.501, *et seq.* 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. **Reporting.** If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State. Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the 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.

9. **Conflicts of Interest.** Grantee acknowledges that with respect to this Agreement, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities, or relationships that reasonably may appear to be in conflict with the full performance of Grantee's obligations to the State under this Agreement. If a conflict or appearance of a conflict of interest exists, or if Grantee is uncertain as to such, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement. Grantee certifies that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's Services and Grantee shall not employ any person having such known interests. 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. **Taxes.** The State is exempt from federal excise taxes and from State and local sales and use taxes. The State shall not be liable for the payment of any excise, sales, of use taxes imposed on Grantee. A tax exemption certificate will be made available upon Grantee's request. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

11. **Payment.** Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Document Total shown on the face of the Small Dollar Grant Award. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in this Agreement. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State. The State shall pay Grantee for all amounts due within 45 days after receipt of an Awarding Agency's approved invoicing request, or in instances of reimbursement grant programs a request for reimbursement, compliant with Generally Accepted Accounting Principles (GAAP) and, if applicable Government Accounting Standards Board (GASB) of amount requested. Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate set forth in CRS §24-30-202(24) until paid in full. Interest shall not accrue if a good faith dispute exists as to the State's obligation to pay all or a portion of the amount due. Grantee shall invoice the State separately for interest on delinquent amounts due, referencing the delinquent payment, number of day's interest to be paid, and applicable interest rate. The acceptance of an invoice shall not constitute acceptance of any Work performed under this Agreement. Except as specifically agreed in this Agreement, Grantee shall be solely responsible for all costs, expenses, and other charges it incurs in connection with its performance under this Grantee.
12. **Term.** The parties' respective performances under this Agreement shall commence on the "Service From" date identified on the face of the Small Dollar Grant Award, unless otherwise specified, and shall terminate on the "Service To" date identified on the face of the Small Dollar Grant Award unless sooner terminated in accordance with the terms of this Agreement.
13. **Payment Disputes.** If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.
14. **Matching Funds.** Grantee shall provide Matching Funds, if required by this Agreement. If permitted under the terms of the grant and per this Agreement, Grantee may be permitted to provide Matching Funds prior to or during the course of the project or the match will be an in-kind match. Grantee shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any Matching Funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" pursuant to this Agreement, has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

15. **Reimbursement of Grantee Costs.** If applicable, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Agreement for all allowable costs described in the grant 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 received approval from the State of the change, the change does not modify the total maximum amount of this Agreement, and the change does not modify any requirements of the Work. If applicable, the State shall reimburse Grantee for the properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs. Grantee's costs for Work performed after the "Service To" date identified on the face of the Small Dollar Grant Award, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are **(a)** reasonable and necessary to accomplish the Work, 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 costs actually incurred).
16. **Close-Out.** Grantee shall close out this Award within 45 days after the "Service To" date identified on the face of the Small Dollar Grant Award, including any modifications. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. In accordance with the Agreement, the State may withhold a percentage of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.
17. **Assignment.** Grantee's rights and obligations under this Agreement may not be transferred or assigned without the prior, written consent of the State and execution of a new agreement. Any attempt at assignment or transfer without such consent and new agreement 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 Agreement.
18. **Subcontracts.** Grantee shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each subcontract upon request by the State. All subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.
19. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations in accordance with the intent of the Agreement.
20. **Survival of Certain Agreement Terms.** Any provision of this Agreement that imposes an obligation on a party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other party.
21. **Third Party Beneficiaries.** Except for the parties' respective successors and assigns, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the parties. Any services or benefits which third parties

receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

22. **Waiver.** A party's failure or delay in exercising any right, power, or privilege under this 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.

23. **Indemnification.** [***Not Applicable to Inter-governmental agreements***] Grantee shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Grantee, or its employees, agents, Subcontractors, or assignees in connection with this Agreement. This shall include, without limitation, any and all costs, expenses, claims, damages, liabilities, court awards and other amounts incurred by the Indemnified Parties in relation to any claim that any work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right or any claim for loss or improper disclosure of any confidential information or personally identifiable information. If Grantee is a public agency prohibited by applicable law from indemnifying any party, then this section shall not apply.

24. **Notice.** All notices given under this Agreement shall be in writing, and shall be delivered to the contacts for each party listed on the face of the Small Dollar Grant Award. Either party may change its contact or contact information by notice submitted in accordance with this section without a formal modification to this Agreement.

25. **Insurance.** Except as otherwise specifically stated in this Agreement or any attachment or exhibit to this Agreement, Grantee shall obtain and maintain insurance as specified in this section at all times during the term of the Agreement: (a) workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee employees acting within the course and scope of their employment, (b) Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent vendors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: $1,000,000 each occurrence; $1,000,000 general aggregate; $1,000,000 products and completed operations aggregate; and $50,000 any one fire, and (c) Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit. If Grantee will or may have access to any protected information, then Grantee shall also obtain and maintain insurance covering loss and disclosure of protected information and claims based on alleged violations of privacy right through improper use and disclosure of protected information with limits of $1,000,000 each occurrence and $1,000,000 general aggregate at all times during the term of the Small Dollar Grant Award. Additional insurance may be required as provided elsewhere in this Agreement or any attachment or exhibit to this Agreement. All insurance policies required by this Agreement shall be issued by insurance companies with an AM Best rating of A-VIII or better. If Grantee is a public agency within the meaning of the Colorado Governmental Immunity Act, then this section shall not apply and Grantee shall instead comply with the Colorado Governmental Immunity Act. The State shall be named as additional insured on all commercial general liability policies required of Grantee. All insurance policies secured or

maintained by Grantee in relation to this Small Dollar Grant Award shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

26. **Termination Prior to Grantee Acceptance**. If Grantee has not begun performance under this Agreement, the State may cancel this Agreement by providing written notice to the Grantee.

27. **Termination for Cause**. If Grantee refuses or fails to timely and properly perform any of its obligations under this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, the State may notify Grantee in writing of non-performance and, if not corrected by Grantee within the time specified in the notice, terminate Grantee's right to proceed with the Agreement or such part thereof as to which there has been delay or a failure. Grantee shall continue performance of this Agreement to the extent not terminated. Grantee shall be liable for excess costs incurred by the State in procuring similar Work and the State may withhold such amounts, as the State deems necessary. If after rejection, revocation, or other termination of Grantee's right to proceed under the Colorado Uniform Commercial Code (CUCC) or this clause, the State determines for any reason that Grantee was not in default or the delay was excusable, the rights and obligations of the State and Grantee shall be the same as if the notice of termination had been issued pursuant to termination under **§28**.

28. **Termination in Public Interest.** The State is entering into this Agreement for the purpose of carrying out the public interest of the State, as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency. If this Agreement ceases to further the public interest of the State as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency, the State, in its sole discretion, may terminate this Agreement in whole or in part and such termination shall not be deemed to be a breach of the State's obligations hereunder. This section shall not apply to a termination for cause, which shall be governed by **§27**. A determination that this Small Dollar Grant Award should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. The State shall give written notice of termination to Grantee specifying the part of the Agreement terminated and when termination becomes effective. Upon receipt of notice of termination, Grantee shall not incur further obligations except as necessary to mitigate costs of performance. The State shall pay the Agreement price or rate for Work performed and accepted by State prior to the effective date of the notice of termination. The State's termination liability under this section shall not exceed the total Agreement price.

29. **Termination for Funds Availability.** The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall,

however, remain obligated to pay for Work performed and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§28**.

30. **Grantee's Termination Under Federal Requirements.** If the Grant Funds include any federal funds, then Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for Work that will not be performed prior to the effective date of the termination.

31. **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, CRS §24-10-101, *et seq*., 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, CRS §§24-30-1501, *et seq*. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

32. **Grant Recipient**. Grantee shall perform its duties hereunder as a grant recipient and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.**

33. **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.

34. **Choice of Law, Jurisdiction and Venue.** [***Not Applicable to Inter-governmental agreements***] Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver. Any provision incorporated herein by reference which purports to negate this or any other provision in this Agreement in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision or for any other reason shall not invalidate the remainder of this Agreement, to the extent capable of execution. Grantee shall exhaust administrative remedies in CRS §24-109-106, prior to commencing any judicial

action against the State regardless of whether the Colorado Procurement Code applies to this Agreement.

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

ADDENDUM 1:
Additional Terms & Conditions for Information Technology

IF ANY PART OF THE SUBJECT MATTER OF THIS AGREEMENT IS INFORMATION TECHNOLOGY, AS DEFINED IN CRS § 24-37.5-102 (2), THE FOLLOWING PROVISIONS ALSO APPLY TO THIS AGREEMENT.

A. Definitions. The following terms shall be construed and interpreted as follows: **(a)** "**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 CRS §24-72-302; **(b)** "**Incident**" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, pursuant to CRS §§24-37.5-401 *et seq*.; **(c)** "**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; **(d)** "**PHI**" means any protected health information, including, without limitation any information whether oral or recorded in any form or medium 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 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 including, without limitation, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act; **(e)** "**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, including, without limitation, all information defined as personally identifiable information in CRS §24-72-501. . "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, et. seq., C.R.S. ; **(f)** "**State Confidential Information**" means any and all State Records not subject to disclosure under the Colorado Open Records Act and includes, without limitation, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under the Colorado Open Records Act, **(g)** "**State Fiscal Rules**" means those fiscal rules promulgated by the Colorado State Controller pursuant to CRS §24-30-202(13)(a); **(h)** "**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; **(i)** "**State Records**" means any and all State data, information, and records, regardless of physical form; **(j)** "**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, including, without limitation all information defined as federal tax information in Internal Revenue Service Publication 1075; and **(k)** "**Work Product**" means the tangible and intangible results of the delivery of goods and performance of services, 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, information, and any other results of the Work, but does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

B. Intellectual Property. Except to the extent specifically provided elsewhere in this Agreement, any State information, including without limitation pre-existing State software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials; or Work Product prepared by Grantee in the performance of its obligations under this Agreement shall be the exclusive property of the State (collectively, “State Materials”). All State Materials shall be delivered to the State by Grantee upon completion or termination of this Agreement. The State’s exclusive rights in any Work Product prepared by Grantee shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit any State Materials to be used for any purpose other than the performance of Grantee’s obligations hereunder without the prior written consent of the State. The State shall maintain complete and accurate records relating to **(a)** its use of all Grantee and third party software licenses and rights to use any Grantee or third party software granted under this Agreement and its attachments to which the State is a party and **(b)** all amounts payable to Grantee pursuant to this Agreement and its attachments and the State’s obligations under this Agreement or any amounts payable to Grantee in relation to this Agreement, which records shall contain sufficient information to permit Grantee to confirm the State’s compliance with the use restrictions and payment obligations under this Agreement or to any third party use restrictions to which the State is a party. Grantee retains the exclusive rights, title and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to all pre-existing software, licensed products, associated source code, machine code, text images, audio, video, and third party materials, delivered by Grantee under the Agreement, whether incorporated in a deliverable or necessary to use a deliverable (collectively, “Grantee Property”). Grantee Property shall be licensed to the State as set forth in a State-approved license agreement **(a)** entered into as exhibits or attachments to this Agreement, **(b)** obtained by the State from the applicable third party Grantee, or **(c)** in the case of open source software, the license terms set forth in the applicable open source license agreement. Notwithstanding anything to the contrary herein, the State shall not be subject to any provision incorporated in any exhibit or attachment attached hereto, any provision incorporated in any terms and conditions appearing on any website, any provision incorporated into any click through or online agreements, or any provision incorporated into any other document or agreement between the parties that **(a)** requires the State or the State to indemnify Grantee or any other party, **(b)** is in violation of State laws, regulations, rules, State Fiscal Rules, policies, or other State requirements as deemed solely by the State, or **(c)** is contrary to this Agreement.

C. Information Confidentiality. Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law, or approved in writing by the State. If Grantee will or may have access to any State Confidential Information or any other protected information, Grantee shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Grantee shall comply with all Colorado Office of Information Security (“OIS”) policies and procedures which OIS has issued pursuant to CRS §§24-

37.5-401 through 406 and 8 CCR §1501-5 and posted at https://oit.colorado.gov/standards-policies-guides/technical-standards-policies, all information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any industry standards or guidelines, as applicable based on the classification of the data relevant to Grantee's performance under this Agreement. Such obligations may arise from: Health Information Portability and Accountability Act (HIPAA); IRS Publication 1075; Payment Card Industry Data Security Standard (PCI-DSS); FBI Criminal Justice Information Service Security Addendum; Centers for Medicare & Medicaid Services (CMS) Minimum Acceptable Risk Standards for Exchanges; and Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with The Social Security Administration. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

D. 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 Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign, or Subcontractors has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

E. Use, Security, and Retention. Grantee shall use, hold, and maintain State Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. 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 Agreement, 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.

F. 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. Unless Grantee can establish none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. 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. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable actual costs thereof.

G. Data Protection and Handling. Grantee shall ensure that all State Records and Work Product in the possession of Grantee or any Subcontractors are protected and handled in accordance with the requirements of this Agreement at all times. Upon request by the State made any time prior to 60 days following the termination of this Agreement for any reason, whether or not this Agreement is expiring or terminating, Grantee shall make available to the State a complete and secure download file of all data that is encrypted and appropriately authenticated. This download file shall be made available to the State within 10 Business Days following the State's request, and shall contain, without limitation, all State Records, Work Product, and any other information belonging to the State. Upon the termination of Grantee's services under this Agreement, Grantee shall, as directed by the State, return all State Records provided by the State to Grantee, and the copies thereof, to the State or destroy all such State Records and certify to the State that it has done so. If legal obligations imposed upon Grantee prevent Grantee from returning or destroying all or part of the State Records provided by the State, Grantee shall guarantee the confidentiality of all State Records in Grantee's possession and will not actively process such data. The State retains the right to use the established operational services to access and retrieve State Records stored on Grantee's infrastructure at its sole discretion and at any time.

H. Compliance. If applicable, Grantee shall review, on a semi-annual basis, all OIS policies and procedures which OIS has promulgated pursuant to CRS §§ 24-37.5-401 through 406 and 8 CCR § 1501-5 and posted at https://oit.colorado.gov/standards-policies-guides/technical-standards-policies, to ensure compliance with the standards and guidelines published therein. Grantee shall cooperate, and shall cause its Subcontractors to cooperate, with the performance of security audit and penetration tests by OIS or its designee.

I. Safeguarding PII. If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, all State requirements relating to non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall take full responsibility for the security of all PII in its possession or in the possession of its Subcontractors, and shall hold the State harmless for any damages or liabilities resulting from the unauthorized disclosure or loss thereof. Grantee shall be a "Third-Party Service Provider" as defined in CRS §24-73-103(1)(i) and shall maintain security procedures and practices consistent with CRS §§24-73-101 *et seq*. 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 PII Individual Certification Form or PII Entity Certification Form [Download form from Hyperlink] on an annual basis and Grantee's duty 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.

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

K. Information Technology. To the extent that Grantee provides physical or logical storage of State Records; Grantee creates, uses, processes, discloses, transmits, or disposes of State Records; or Grantee is otherwise given physical or logical access to State Records in order to perform Grantee's obligations under this Agreement, the following terms shall apply. Grantee shall, and shall cause its Subcontractors, to: Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Agreement; Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards; Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing; Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments; Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the OIS; Comply with all rules, policies, procedures, and standards issued by the Governor's Office of Information Technology (OIT), including project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at https://oit.colorado.gov/standards-policies-guides/technical-standards-policies. Grantee shall not allow remote access to State Records from outside the United States, including access by Grantee's employees or agents, without the prior express written consent of OIS. Grantee shall communicate any request regarding non-U.S. access to State Records to the State. The State, acting by and through OIS, shall have sole discretion to grant or deny any such request.

L. Accessibility. Grantee shall comply with and the Work Product provided under this PO 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. Grantee shall indemnify, save, and hold harmless the Indemnified Parties against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to Grantee's failure to comply with §§24-85-101, *et seq*., C.R.S., or the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. 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.

ADDENDUM 2:
Additional Terms & Conditions for Federal Provisions

IF ANY PART OF THIS PO HAS BEEN FUNDED, IN WHOLE OR IN PART, WITH FEDERAL FUNDS, THE FOLLOWING PROVISIONS SHALL ALSO APPLY TO THIS PO.

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.

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.

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.

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.

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.

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 SUBRECEPIENT WITH SUBCONTRACTORS.

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

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

12.1.2. For 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:

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.

I. Project Title: Charge Ahead Colorado

II. Background/Objective

The Grantee was awarded grant funding as a result of the competitive Charge Ahead Colorado Program's Request for Applications (RFA). The Colorado Energy Office (hereinafter called "CEO" or the "State") agrees to provide funding to Town of Parker (hereinafter called "Grantee") towards the costs associated with the charging station project.

III. Project Description

Charge Ahead Colorado is a program administered by the Colorado Energy Office (CEO) to encourage use of electric vehicles because they reduce greenhouse gas emissions, promote energy security through reliance on domestic electricity, and drive an innovative market for new technology.

The general purpose of this project is to encourage the installation of electric vehicle (EV) charging stations throughout the state of Colorado. Installing charging stations enables electric vehicles to proliferate.

Grantee is installing:

- 4 Level 2 (L2) charging ports at 20120 E Mainstreet, Parker, CO 80138
- 4 Level 2 (L2) charging ports at 20002 Pike Peak Avenue, Parker, CO 80138

IV. Work Tasks, Deliverables and Timeline

Grantee shall be responsible for the following work tasks and deliverables upon the final approval and discretion of the CEO:

i. Purchase charging station(s) from vendors. Grantees are strongly encouraged to complete a competitive procurement process. The charging station(s) must have networked data reporting capabilities that are active, collecting data, and accessible to administrators of the Charge Ahead Colorado program via cloud networking at all times. See additional requirements in Section V. Reporting.

ii. Install the charging station(s). Grantee may either contract with personnel who have expertise in electrical installations or pay Grantee labor staff with expertise in electrical installations for the installation of the unit(s) and associated labor costs.

iii. Construct foundation, if necessary.

iv. Dedicate one (1) parking space for EV charging per funded charging port.

    1. Accessible design standards must be incorporated, where feasible, as detailed by the U.S. Access Board and the Charge Ahead Colorado Application Guide.

        a. Accessible design standards require that 5%, but no fewer than one (1) stall at each awarded address must be accessible and that Grantee must incorporate the accessible design standards into the parking stall(s) serving the highest power output charging port(s) at each awarded address.

        b. Failure to incorporate accessible design standards, where feasible, may result in a delay of reimbursement until the project incorporates such design standards or forfeiture of a portion of the grant award (10% of the total grant award) if Grantee fails to complete this aspect of the Agreement.

        c. If accessible design standards are determined not to be feasible, written documentation from CEO reflecting such is required.

        d. Determination of feasibility of the incorporation of accessible design standards is solely at the discretion of the Colorado Energy Office.

v. Provide CEO with invoices by the Agreement end date for work completed. The costs must be directly associated with the purchase and installation of the awarded EV charging station(s).

vi. Submit final documentation required as outlined below with documentation of charging station installation(s) by the Agreement end date. The following documentation is required for CEO to reimburse eligible costs on the project:

1. Final Reporting Form
2. Summary Invoice / Reimbursement Request Form
3. Legible copies of all sales / invoices showing the purchase price and amount paid by the Grantee for the EV charging stations and the number of units purchased (demonstrating that purchases / work to be reimbursed occurred within the Agreement term).
4. Legible copies of all invoices / receipts showing the installation costs and number of labor hours spent by the installers and any subcontractors on the project (demonstrating that work to be reimbursed occurred within the Agreement term).
5. Date(s) of installation, installation completion, and when the unit(s) is operational and available for use.
6. Digital photograph(s) of the completed and operational unit(s) and dedicated EV charging space(s).
   a. Photographs must demonstrate proof of incorporation of accessible design (unless otherwise waived by CEO) as detailed in Section IV. (iv)(1). Photographs should be from a perspective that clearly shows adherence to the accessibility standards, including wider spacing and a path of travel to the charging station(s), where feasible. Additional photographs may be requested prior to reimbursement being finalized if this is not clearly demonstrated.
7. Confirmation that the charger(s) is registered with the Alternative Fuels Data Center.
8. Read-only and downloadable data access granted to CEO for five (5) years, per Section VII. Charging Station Utilization Reporting outlined herein.

vii. All deliverables shall be adjusted to the final approval and discretion of the CEO.

V. Reporting

Grantee shall be responsible for the following reporting requirements: Written analysis shall be in accordance with the procedures developed and prescribed by the State. Required reports shall be submitted to the CEO upon completion of all work tasks, or at such time as otherwise specified. The preparation of reports in a timely manner shall be the responsibility of Grantee and failure to comply may result in the delay of payment of funds and/or termination of this Agreement. Grantee must provide written communication to CEO if the project experiences significant changes or delays in the schedule via email.

VI. Final Report & Invoice Documentation

The Grantee shall submit a final report by the Agreement end date. This report will demonstrate the completion of the project and installation of the charging station(s). To be acceptable, the final report must explain the Grantee's procurement and installation process, lessons learned from procurement and installation, and the data reporting capabilities of the charging station(s), and it must identify the location(s) of the charging station(s) accompanied with pictures of the installed unit(s). The Grantee shall provide an invoice to CEO for the purchase of the unit(s) and associated equipment, permitting costs, and the labor costs associated with the installation(s). To be acceptable, the invoice must be supported by receipts or invoices for all equipment, permits, and labor. The invoice must include an itemized list of all project costs being considered under the grant, including a breakdown of those covered under Charge Ahead Colorado and by the project match (10% project cost match per unit).

VII. Charging Station Utilization Reporting Requirements

Upon the installation of the awarded EV charging station(s), the CAE/CEO requires all awardees to provide read-only and downloadable data access to the network dashboard to CEO for information on the charging stations' utilization for a minimum of five (5) years from the date of installation. If sharing network dashboard access is not possible, quarterly reporting of this required data submitted by the Grantee to CEO on an ongoing basis is acceptable. Required charging station data includes:

- Session ID
- Session start and session end

- Session error
- Energy charged
- Station address, station city, station state, station ZIP, station ZIP extended, station latitude, station longitude

Additionally, if it is possible to report, data should also include:

- Station ID
- Port ID
- Number of customers / unique users
- Network provider
- Peak power
- Payment method

For data reporting format, please see Module 1 and 2 in the EV-ChART formatting guidelines.

By accepting funding through the Charge Ahead Colorado program, Grantee agrees to provide all information requested within this Agreement. CAE/CEO may share this information at an anonymized and/or aggregated County level on the EValuateCO dashboard or other platform at the discretion of CAE/CEO or with anyone requesting such data. Should anyone request more detailed data or information, CAE/CEO will withhold or redact confidential business information, trade secrets, or personal information as required or allowed under the Colorado Open Records Act, C.R.S. § 24-72-201 to 206.

VIII. Budget

CEO will pay the Grantee the lesser of $51,600.00(not to exceed $ 6,450 per new L2 charging port) or up to 90% of allowable project costs for the charging station installation(s). Grantee is responsible for any cost overruns. Grantee is entitled to payment only after successfully completing the charging station installation(s) and submitting an acceptable invoice and an acceptable final report to CEO.

IX. Payment Terms – Billing Procedures

The State shall pay the Grantee the reasonable, allocable, and allowable costs for work performed based on satisfactory progress of the work defined in this Agreement. Grantee shall be compensated only for work and services performed by Grantee and accepted by CEO pursuant to the terms of this Agreement. Payment shall also be contingent upon CEO's timely receipt and acceptance of required reports described herein. Grantee shall be reimbursed based on the submission of Grantee's invoice(s) and final documentation required as outlined in Section IV. (vi). To be considered for payment, billings for payment pursuant to this Agreement must be received by the State by the end of the Agreement Term.

Payment will be made upon final completion of the project. CEO shall make no payment until the Grantee successfully completes the charging station installation(s) and submits an invoice and final report to CEO, including verification that the station(s) is operational and available for use. CEO shall make payment within 45 days of receiving the acceptable final report and invoice. If installation is not completed by January 31, 2027, CEO is under no obligation to pay the Grantee.

X. Testing and Acceptance Criteria

The charging station(s) will be acceptable to the CEO if they are installed, operational, and available for use by January 31, 2027. The Grantee's invoice to CEO will be acceptable if it is properly supported by invoices or receipts and the costs are associated with procurement of the charging station(s), construction materials, permitting, construction labor costs, and installation costs. The final report will be acceptable to CEO if it explains the Grantee's procurement and installation process, lessons learned from procurement and installation, the data reporting capabilities of the charging station(s), and it identifies the location(s) of the charging station(s) accompanied with pictures of the installed units. If the units, invoice, and report are acceptable, the CEO Program Manager will submit the invoice to the accounting department for payment.

If the units, invoice, and report are unacceptable, the CEO Program Manager will work with the Grantee to correct, modify, or replace as needed. If Grantee fails to perform, the CEO Program Manager will submit a report to CEO's Director of Transportation Fuels and Technology and Director of Accounting and Budget explaining why funding should be denied or reduced. The two Directors and the CEO Program Manager will determine whether funding should be denied or reduced, and the CEO Program Manager will inform the Grantee of their decision.

XI. Small Dollar Grant Award Amount

The maximum amount payable under this Agreement to Grantee by the CEO shall be $51,600.00, as determined by the State from available funds. Satisfactory performance under the terms of this Agreement shall be a condition precedent to the CEO's obligation to compensate the Grantee. The CEO shall not be liable to pay or reimburse Grantee for any performance hereunder prior to the Service From Date as shown on the face of the Small Dollar Grant Award.

XII. Small Dollar Grant Award Term

The Grantee shall begin work upon the later of the Service From Date as shown on the face of this Small Dollar Grant Award or upon Grantee's acceptance of this Agreement. This Small Dollar Grant Award shall terminate on January 31, 2027, unless sooner terminated or further extended as specified elsewhere herein.

PARKER
COLORADO

Request for Town Council Action

Date: April 6, 2026

Submitted By: Jared Musil, Parks and Open Space Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **Annual Median Maintenance Contract**

Amount: **$209,307.49**

Contractor: **Denver Commercial Property Services, Inc (DCPS)**

Department: **Parks, Recreation and Open Space, Jared Musil**

EXECUTIVE SUMMARY

The 2026 Median Maintenance Services contract is overseen by Parks and Recreation and provides contracted maintenance of the Town's roadway medians. This contract was a bid, making this the first year with this vendor and contract. Staff is seeking approval of the contract.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The previous contract was fully expended in 2025 and had reached its four-year renewal limit. As a result, the services were competitively bid in February 2026. Following a thorough review and evaluation of submissions, staff selected a vendor and successfully negotiated a new contract for 2026.

The proposed contract, valued at $209,307.49, provides year-round maintenance services for 81 medians and one adjacent rock area. Prior to 2026, Parks, Forestry and Open Space staff maintained 31 of the Town’s landscaped medians in-house, including irrigation upkeep, seasonal weed control, trash and debris removal, and curb line vegetation management, while the remaining 50 medians were maintained through the seasonal contract. Continuing this level of in-house service is neither safe nor feasible given staffing constraints and the service demands of other Town-owned properties.

Under the 2026 contract, services include bi-weekly and monthly maintenance of landscaping, turf, and hardscape areas, along with upkeep of select irrigation components and minor tree work.

The selected vendor has been interviewed, and references have been thoroughly vetted. Staff is confident in the vendor’s ability to deliver high-quality maintenance services to the Town.

Contingent upon satisfactory performance, the contract may be renewed annually for up to an additional four years.

FINANCIAL IMPACT

Funding for this contract was approved as part of the Parks, Forestry and Open Space budget during the 2026 budget process and is allocated under line item 101-4520-3438. The contract was initially bid at $264,729 and successfully negotiated down to $209,307, coming in below the budgeted amount of $220,000.

STRATEGIC GOAL(S)

PROMOTE A SAFE AND HEALTHY COMMUNITY

SUPPORT AN ACTIVE COMMUNITY

ATTACHMENTS

None

RECOMMENDED MOTION

I move to approve the staff recommendation, as a part of the consent agenda.

PARKER
COLORADO

Request for Town Council Action

Date: April 6, 2026

Submitted By: Matt Lynch, Sr. Systems Administrator

Reviewed By: Michelle Kivela, Town Manager

Title: **Town Hall Network Hardware Replacement**

Amount: **$136,140.76**

Contractor: **ePlus Technology, Inc.**

Department: **Information Technology, Matt Lynch**

EXECUTIVE SUMMARY

This is for the replacement of end-of-life network hardware at Town Hall (remodel side) in conjunction with the Network Master Plan.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Replacement of Town Hall network gear was identified as a priority for 2026 as part of the 2024 Network Master Plan and Network Assessment completed by the Town with consultant Network Architects. The Town Hall equipment is reaching end of life this year and is to be replaced per the replacement schedule.

FINANCIAL IMPACT

This is budgeted for 2026 in the Technology Management Fund - Machinery & Equipment - 602-4192-7410.

STRATEGIC GOAL(S)

INNOVATE WITH COLLABORATIVE GOVERNANCE

DEVELOP A VISIONARY COMMUNITY THROUGH BALANCED GROWTH

ATTACHMENTS

None

RECOMMENDED MOTION

I move to approve the staff recommendation, as a part of the consent agenda.

PARAKER
COLORADO

Your kind of place.

**Arbor Day
Proclamation**

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, Arbor Day is now observed through the nation and the world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS, trees in our Town increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, trees are a source of joy and spiritual renewal, and

WHEREAS, Parker has been recognized as a Tree City USA by The National Arbor Day Foundation and desires to continue its tree-planting ways,

NOW, THEREFORE, I, Joshua Rivero, the Mayor of the Town of Parker, Colorado do hereby proclaim **Saturday, April 25, 2026, as Arbor Day** in the Town of Parker. I urge all citizens to support efforts to care for our trees and woodlands, and to support our Town's community forestry program, and

FURTHER, I urge all citizens to plant trees to gladden the hearts and promote the well-being of present and future generations.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Town of Parker, Colorado, to be affixed this 6th day of April, 2026.

____
Joshua Rivero, Mayor

ATTEST:

____
Chris Vanderpool, Town Clerk

PARKER
COLORADO

Request for Town Council Action

Date: April 6, 2026

Submitted By: Carrie Glassburn, Cultural Director

Reviewed By: Michelle Kivela, Town Manager

Title: **RESOLUTION NO. 26-030**
A Resolution Approving the Intergovernmental Agreement Among the Town of Parker, Douglas County, and the Parker Area Historical Society, d/b/a Parker History, for the Renovation of the Parker Heritage Center

Department: **Cultural, Carrie Glassburn**

EXECUTIVE SUMMARY

Parker Arts, Douglas County Historic Preservation, and Parker History (formerly the Parker Area Historical Society) are embarking on a renovation project of the Parker Heritage Center. This remodel will honor Parker's past and help the Town look towards the future. Before work can begin, an Intergovernmental Agreement (IGA) between the Town of Parker, Douglas County, and the Parker Area Historical Society must be completed. The agreement will outline the goals, responsibilities, expectations, and timelines of the project.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Parker Heritage Center is housed in one room of the Town of Parker's historic Schoolhouse building. It has preserved and celebrated the stories of our community since 2003, but the museum's display cases are old, the signage is poor, the space is underutilized, and the exhibits lack representation of the full history and prehistory of the people who lived here before the mid-1800s. With this project, the Town will collaborate with Parker History and Douglas County Historic Preservation to reimagine the space, develop inclusive themes, identify untold stories, and create compelling new displays and exhibits.

This IGA addresses the first phase of this larger project and will result in a written Interpretive Plan that establishes interpretive goals, target audiences, theme hierarchy, desired visitor experience, interpretive media recommendations, accessibility considerations, and phased implementation priorities. The second phase of the project will include exhibit design, fabrication, and installation, and will require a separate contract with the selected display manufacturer.

FINANCIAL IMPACT

Per direction from Town Council, the Cultural Department budgeted for this CIP expense in 2026. The total budget for this project is $107,500, and this portion of the project should not exceed $20,000. The funds are budgeted in 205-4545-7200 (Schoolhouse Historic Building Improvement).

STRATEGIC GOAL(S)

FOSTER COMMUNITY CREATIVITY AND ENGAGEMENT

SUPPORT AN ACTIVE COMMUNITY

ATTACHMENTS

1. Resolution No. 26-030

RECOMMENDED MOTION

I move to approve Resolution No. 26-030, as part of the regular agenda.

RESOLUTION NO. 26-030, Series of 2026

TITLE: A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT AMONG THE TOWN OF PARKER, DOUGLAS COUNTY, AND THE PARKER AREA HISTORICAL SOCIETY, D/B/A PARKER HISTORY, FOR THE RENOVATION OF THE PARKER HERITAGE CENTER

WHEREAS, the Town of Parker owns and operates the Parker Heritage Center located at 19650 Mainstreet, Parker, Colorado;

WHEREAS, the Town desires to renovate and enhance the Parker Heritage Center to improve exhibits and public engagement;

WHEREAS, the Town, Douglas County, and Parker Area Historical Society, Inc., d/b/a Parker History, wish to collaborate on this effort through an intergovernmental agreement;

WHEREAS, the Town Council finds that approval of this Intergovernmental Agreement is in the best interests of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO:

Section 1. Approval of Intergovernmental Agreement. The Town Council hereby approves the Intergovernmental Agreement among the Town of Parker, Douglas County, and the Parker Area Historical Society, Inc., d/b/a Parker History, for the renovation of the Parker Heritage Center attached hereto and incorporated herein by this reference as **Exhibit 1**.

RESOLVED AND PASSED this _____ day of ________________________, 2026.

TOWN OF PARKER, COLORADO

____
Joshua Rivero, Mayor

ATTEST:

____
Chris Vanderpool, Town Clerk

INTERGOVERNMENTAL AGREEMENT FOR THE RENOVATION OF THE PARKER HERITAGE CENTER

THIS INTERGOVERNMENTAL AGREEMENT FOR THE RENOVATION OF THE PARKER HERITAGE CENTER (this "Agreement") is made and entered into this ___________________, by and among the Town of Parker, a Colorado home rule municipality (the "Town"), Douglas County, Colorado (the "County"), and Parker Area Historical Society, Inc., d/b/a Parker History, a Colorado nonprofit corporation ("Parker History").

RECITALS

A. The Town is the owner of a historic schoolhouse building located at 19650 Mainstreet, Parker, Colorado 80138, commonly referred to as the Schoolhouse (the "Schoolhouse").

B. The Schoolhouse is managed by the Town's Cultural Department ("Parker Arts").

C. The Schoolhouse hosts the Parker Heritage Center, which is a small museum containing permanent and temporary displays of artifacts, photos, and other resources on the history of Parker (the "Heritage Center").

D. Parker History and the Town entered into an agreement on January 3, 2025, pursuant to which Parker History manages the Heritage Center.

E. The County established the Douglas County Historic Preservation Board, which promotes the awareness and value of the County's prehistory, history, and heritage ("the "Board").

F. The County owns and curates thousands of historic and cultural resources and desires to increase public access to these resources.

G. The County has a separate contract with Interpret Site LLC, a Colorado limited liability company (the "Curator Consultant") for curation services.

H. The parties desire to collaborate on the renovation and re-imagining of the Heritage Center, with the goals of updating the space in which the Heritage Center is located, developing inclusive themes, identifying untold stories, and creating compelling new displays and exhibits (the "Project").

AGREEMENT

NOW, THEREFORE, for and in consideration of the covenants and conditions set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Town, the County, and Parker History agree as follows:

1. **Project Description**. The Project shall consist of two phases, as described below.

   a. Phase 1. "Phase 1" shall consist of interpretive planning. All interpretive planning and exhibit development will follow National Association for Interpretation ("NAI") and National Park Service ("NPS") best practices, including theme-based interpretation, audience-centered storytelling, universal design principles, accessibility beyond minimum

ADA compliance, and opportunities for visitor meaning-making and engagement. The County's Curator Consultant shall be primarily responsible for directing the Phase 1 services, as more particularly described in the Paragraph titled County Responsibilities. The existing Parker diorama will be examined, and a recommendation will be made regarding appropriate actions, which may include conservation, enhanced interpretation, or removal. Phase 1 will ultimately result in a written interpretive plan (the "Plan") that includes the following elements:

i. Interpretive goals;

ii. Target audiences;

iii. Theme hierarchy;

iv. Desired visitor experience;

v. Interpretive media recommendations;

vi. Accessibility considerations;

vii. Phased implementation priorities; and

viii. Basic evaluation measures to assess visitor engagement and interpretive effectiveness following implementation, such as visitor feedback prompts or post-opening surveys.

b. Phase 2. "Phase 2" shall consist of exhibit design, fabrication, and installation to carry out the vision of the Plan.. The Town shall procure and contract directly with third-party exhibit design and fabrication professionals for Phase 2 services. The County, through the Curator Consultant, shall provide interpretive alignment and content review at defined design milestones (e.g., conceptual design, 50% design, final content review) to ensure consistency with the approved Interpretive Plan. The Curator Consultant shall not be responsible for fabrication methods, construction oversight, contractor performance, code compliance, budget overruns, installation logistics, safety compliance, or project management.

2. **Term; Period of Performance**.

a. Term. The term of this Agreement shall begin on the date it is fully executed by the parties and shall terminate one (1) year thereafter, unless earlier terminated as set forth herein. Thereafter, the parties may extend this Agreement for additional, consecutive one (1) year terms by mutual, written agreement

b. Phase 1 Milestones. Phase 1 performance milestones shall include:

i. Kickoff meeting within 30 days of full execution of this Agreement ("Kickoff");

ii. Draft Plan within 90 days of Kickoff;

iii. Final Plan within 120 days of Kickoff.

3. **Payment**.

   a. Project Budget. The Town has appropriated an amount not to exceed One Hundred Seven Thousand Five Hundred and 00/100 Dollars ($107,500.00) for the Project (the "Project Budget"). The Town shall reimburse the County up to a maximum of Twenty Thousand and 00/100 Dollars ($20,000.00) for the Phase 1 services, unless the Parties mutually execute a written amendment to this Agreement. The remaining amount of the Project Budget shall be allocated to the Phase 2 services. .

   b. Phase 1 Services. The County shall perform Phase 1 services through its existing contract with the Curator Consultant. The Curator Consultant shall invoice the County in accordance with the rates established in that contract. Upon receipt of such invoices, the County shall forward them to the Town for reimbursement under this Agreement. The Town shall reimburse the County within thirty (30) days of receipt and approval of the invoice. The County shall compensate the Curator Consultant pursuant to its standard procedures, independent of the Town's reimbursement schedule.

4. **Non-Appropriation**. Pursuant to C.R.S. § 29-1-110, as amended, the financial obligations of the Town and the County as set forth herein after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise available. This Agreement is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated by either the Town or the County. The non-appropriating party shall give the other parties written notice of such non-appropriation.

5. **County Responsibilities**. The County shall be responsible for the following tasks:

   a. Provide interpretive planning leadership through the Board and the County's existing contract with the Curator Consultant, including all Phase 1 services;

   b. Facilitate stakeholder visioning sessions including: (i) one joint leadership vision session with the Town, Parker History, and the Douglas County History Repository (ii) one community engagement session or public survey during Phase 1; and (iii) invitations for Tribal consultation, if applicable.

   c. Define interpretive goals, objects, target audiences, and desired visitor experience in accordance with NAI and NPS interpretive standards;

   d. Develop a clear interpretive theme hierarchy to guide exhibit development and storytelling;

   e. Coordinate research and collections input in collaboration with the Town, Parker History, and the Douglas County History Repository;

   f. Design and implement a community engagement process, such as a public survey such as through the Town's engagement website, community engagement meetings, etc., and summarize findings for integration into the Plan;

   g. Coordinate the interpretive planning approach for Native American consultation and integrate the consultation outcomes into interpretive recommendations. Consultation-related costs (e.g., honoraria, travel reimbursement, or meeting expenses) shall be funded by the Town, if applicable;

h. Identify interpretive opportunities, storylines, and artifact needs to support future exhibit design;

i. Produce the Plan, which should include the following elements:

   i. Interpretive framework and theme hierarchy;

   ii. Visitor experience goals;

   iii. Recommended interpretive media types (media prescriptions);

   iv. Preliminary content framework (topic-level, not final design layouts); including all drafted text, sourcing any photographs, selected artifacts, draft conceptual designs etc.; and

   v. Accessibility and inclusive design recommendations.

j. Produce guidance on phased implementation priorities and order-of-magnitude cost; and

k. During Phase 2, provide interpretive alignment and content review at defined milestones to ensure alignment with the approved Plan.

6. **Town Responsibilities**. The Town shall be responsible for the following tasks:

a. Provide space for the Heritage Center at no charge;

b. Participate in meetings, brainstorming sessions, and Project planning activities;

c. Provide space for interpretive planners to meet with community members as needed;

d. Process payments for consulting, display fabrication, and other project expenses in a timely manner;

e. The Town shall provide final approval of exhibits and artifacts prior to installation, provided that such approval does not materially alter the approved Interpretive Plan without written concurrence of the County.

f. Develop marketing collateral, in collaboration with the County, to promote the newly remodeled space and build community awareness;

g. Update the Parker Arts website to include information on the Heritage Center;

h. Ensure the museum space remains secure to prevent damage to exhibits and artifacts;

i. Oversee installation of new displays and artifacts in coordination with Project partners;

j. Participate in planning and hosting a grand opening celebration for the renovated Heritage Center;

k. Coordinate with Parker History staff to identify and protect items to be retained or stored;

l. Assist with removal and disposal of Parker History property that is not part of the re-imagined footprint, such as slatwall, exhibit cases, etc.;

m. Provide advance notice of demolition and removal schedules to allow Parker History time to retrieve owned items;

n. Procure and manage exhibit design, fabrication, installation, and marketing consultants following completion of the Plan; and

o. Coordinate Project scheduling to ensure interpretive planning milestones inform design development.

p. Provide funding for Native American Consultation (e.g., honoraria, travel reimbursement, or meeting expenses).

q. With guidance from and in coordination with the Curator Consultant, the Town shall provide survey space on the Town's community engagement platform (e.g., Let's Talk Parker) or similar publicly accessible engagement website to allow residents to provide comments and suggestions regarding the revised vision for the Heritage Center during Phase 1. The Town shall promote the survey through its official communication channels, including social media, email notifications, and other appropriate outreach mechanisms to encourage meaningful public participation. Survey results shall be shared with the County and the Curator Consultant for consideration in development of the Interpretive Plan.

7. **Parker History Responsibilities**. Parker History shall be responsible for the following tasks:

   a. Provide the Board access to the existing artifact inventory;

   b. Collaborate with Board staff and the Curator Consultant to gather community stories and input;

   c. Share relevant local knowledge, historical context, and community contacts that support the Project;

   d. Provide input on museum space goals and interpretive themes for the Heritage Center;

   e. Provide historical context, collections knowledge, and artifact access to support interpretive planning;

   f. Review interpretive concepts and recommendations at defined milestones and provide feedback;

   g. Support promotional efforts to raise awareness of the remodeled Heritage Center;

   h. Assist with outreach to teachers and schools to encourage use of the space for educational purposes; and

   i. Participate in planning and hosting a grand opening celebration for the remodeled Heritage Center.

8. **Termination and Withdrawal**. The parties may each withdraw from this Agreement upon thirty (30) days' written notice to the other parties. In the event of the withdrawal of one of the parties, the remaining parties may determine to continue the Agreement and modify it as necessary. Alternatively, upon the withdrawal of one of the parties, the remaining parties may mutually decide to terminate this Agreement in whole or in part. In the event that the County withdraws or the Agreement is terminated before the completion of the Phase 1 services, the County shall perform no further Phase 1 services after the date of the notice of withdrawal or termination. The Town shall reimburse the County for all services previously authorized and satisfactorily completed prior to the date of the notice of withdrawal or termination.

9. **Liability and Immunity**.

   a. Each party will be responsible for its own negligent or intentional acts or omissions and for those of its employees, officers, agents, and volunteers.

   b. The parties agree that in the event any claim or suit is brought against any of the parties by any third party as a result of the operation of this Agreement, the parties shall cooperate with each other, and with the insuring entities of the parties in defending such claim or suit.

   c. The parties intend that nothing herein shall be deemed or construed as a waiver by the Town or the County of any rights, immunities, limitations, or protections afforded to them to the extent their actions are performed in the course of their duties pursuant to this Agreement, under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq., as now or hereafter amended or otherwise available at law or equity.

10. **Independent Contractor Status**. Nothing in this Agreement shall create an agency, employment, or similar relationship among the parties. The parties each enter into this Agreement as, and shall remain, independent contractors. Each party shall be responsible for the provision of workers' compensation benefits and insurance for its own employees and for withholding and paying all of their own federal and state taxes. The parties are each responsible for unemployment insurance benefits for their respective employees and in no case shall the employees of one party be entitled to unemployment insurance benefits from any of the parties to this Agreement that is not their employer.

11. **Entire Agreement**. This Agreement is the entire Agreement among the Town, the County, and Parker History regarding the renovation of the Heritage Center, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed except through a written amendment executed by the parties.

12. **Notices**. Notices shall be given in writing and shall be deemed received if given by: (i) electronic mail when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; (ii) certified mail, return receipt requested, postage prepaid, three (3) business days after being deposited in the United States mail; or (iii) overnight carrier service or personal delivery, when received. Notice shall be given to the parties at the following addresses:

    To the Town: Town of Parker

Attn: Carrie Glassburn, Cultural Director
20000 Pikes Peak Avenue
Parker, Colorado 80138
cglassburn@parkerco.gov

and (send to all)	Town of Parker Attn: Legal/Town Attorney 2010 E. Mainstreet Parker, Colorado 80138 contracts@parkerco.gov
To the County:	Douglas County Attn: Lauren Pulver, Planning Manager 100 3rd Street Castle Rock, CO 80104 lpulver@douglas.co.us
To Parker History:	Parker Area Historical Society d/b/a Parker History Attn: Jan Truskolaski, President P.O. Box 64 Parker, Colorado 80134 truskolaski@centurylink.net

All notices to the Town shall include a reference to the Agreement, including the party's name and the date of this Agreement.

13. **Miscellaneous**.

a. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Douglas, State of Colorado.

b. No Third-Party Beneficiaries. The enforcement of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Town, the County, and Parker History. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person, nor shall anything contained in this Agreement be construed as a waiver of any provision of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et. seq., as amended. It is the express intention of the Town, the County, and Parker History that any such person or entity, other than the Town, the County, and Parker History, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

c. Severability. If any provision of this Agreement or the application thereof to any person or in any circumstance shall be unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or in other circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

d. Execution by Counterparts; Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The parties approve the use of electronic signatures for execution of this Agreement. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§24-71.3-101 to -121.

e. Ownership of Work Product. The Interpretive Plan and associated planning documents developed under Phase 1 (collectively, the "Work Product") shall be owned by the Town.

[*Remainder of the page intentionally left blank*]

IN WITNESS WHEREOF, this Agreement is executed by the parties hereto as of the date first written above.

TOWN OF PARKER, COLORADO

By: ___________________________________
Joshua Rivero, Mayor

Date: ___________________________________

ATTEST:

____
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

____
Town Attorney's Office

APPROVED AS TO FORM AND SUFFICIENCY
AS TO SECTION 9:

____
Risk Management

DOUGLAS COUNTY, COLORADO:

By: ___________________________________
Doug DeBoard, County Manager

Date: ___________________________________

PARKER AREA HISTORICAL SOCIETY
D/B/A PARKER HISTORY,
a Colorado nonprofit corporation:

By: ___________________________________
Jan Truskolaski, President

Date: ___________________________________