



HISTORIC PRESERVATION COMMISSION WORK SESSION

June 4, 2014, 5:45 P.M.

Second Floor Conference Room, 301 Walnut Street, Windsor, CO 80550

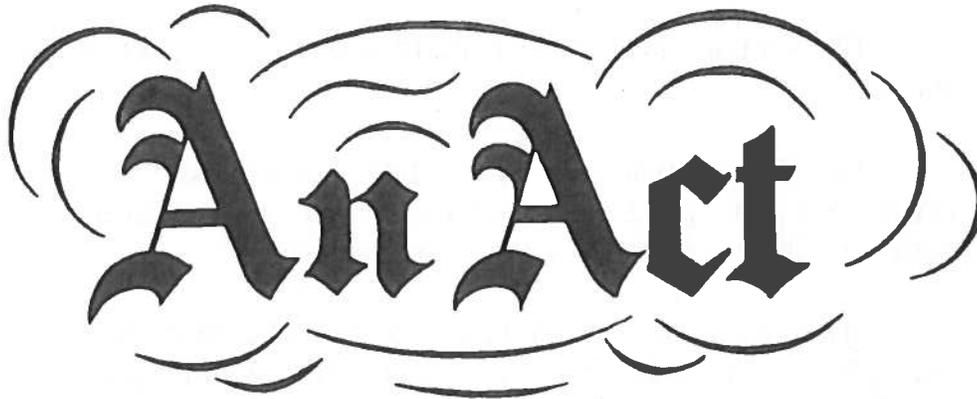
The Town of Windsor will make reasonable accommodations for access to Town services, programs, and activities and will make special communication arrangements for persons with disabilities. Please call (970) 674-2400 by noon on the Monday prior to the meeting to make arrangements.

WORK SESSION AGENDA

1. Discuss upcoming summer Training and Event opportunities
 - a. HB 14-1311
 - b. 2014 CLG Annual Report (Due July 1) – staff to complete
 - c. Training Session at History Colorado in Denver (July 11)
 - d. NE Colorado Regional HPC Forum in Loveland (August 8)

2. Discuss Work Plan Projects and Tasks.
 - a. Opportunities for CLG Grant application (Due November)

NOTE: This bill has been prepared for the signatures of the appropriate legislative officers and the Governor. To determine whether the Governor has signed the bill or taken other action on it, please consult the legislative status sheet, the legislative history, or the Session Laws.



HOUSE BILL 14-1311

BY REPRESENTATIVE(S) Garcia and Dore, Becker, Coram, DelGrosso, Fields, Gardner, Gerou, Hamner, Kraft-Tharp, Landgraf, Lawrence, Lee, McLachlan, Mitsch Bush, Moreno, Murray, Navarro, Nordberg, Rankin, Rosenthal, Salazar, Schafer, Stephens, Swalm, Tyler, Vigil, Williams, Wright, Young, Buckner, Exum, Ginal, Kagan, Lebsock, Pabon, Pettersen, Ryden, Singer, Wilson, Hullinghorst;
also SENATOR(S) Steadman and Crowder, Grantham, Hodge, Kerr, Rivera, Tochtrop, Guzman, Johnston, Jones, Kefalas, Newell, Schwartz.

CONCERNING THE CREDIT AGAINST THE STATE INCOME TAX FOR THE COSTS INCURRED IN CONNECTION WITH THE PRESERVATION OF HISTORIC STRUCTURES, AND, IN CONNECTION THEREWITH, MAKING AND REDUCING APPROPRIATIONS.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. In Colorado Revised Statutes, **add** 39-22-514.5 as follows:

39-22-514.5. Tax credit for qualified costs incurred in preservation of historic structures - short title - definitions. (1) THIS SECTION IS KNOWN AND MAY BE CITED AS THE "COLORADO JOB CREATION AND MAIN STREET REVITALIZATION ACT".

Capital letters indicate new material added to existing statutes; dashes through words indicate deletions from existing statutes and such material not part of act.

(2) AS USED IN THIS SECTION, UNLESS THE CONTEXT OTHERWISE REQUIRES:

(a) "CERTIFIED HISTORIC STRUCTURE" MEANS A PROPERTY LOCATED IN COLORADO THAT HAS BEEN CERTIFIED BY THE HISTORICAL SOCIETY OR OTHER REVIEWING ENTITY BECAUSE IT HAS BEEN:

(I) LISTED INDIVIDUALLY OR AS A CONTRIBUTING PROPERTY IN A DISTRICT INCLUDED WITHIN THE NATIONAL REGISTER OF HISTORIC PLACES;

(II) LISTED INDIVIDUALLY OR AS A CONTRIBUTING PROPERTY IN A DISTRICT THAT IS INCLUDED WITHIN THE STATE REGISTER OF HISTORIC PROPERTIES PURSUANT TO THE PROVISIONS OF ARTICLE 80.1 OF TITLE 24, C.R.S.;

(III) DESIGNATED AS A LANDMARK BY A CERTIFIED LOCAL GOVERNMENT; OR

(IV) LISTED AS A CONTRIBUTING PROPERTY WITHIN A DESIGNATED HISTORIC DISTRICT OF A CERTIFIED LOCAL GOVERNMENT.

(b) "CERTIFIED LOCAL GOVERNMENT" MEANS ANY LOCAL GOVERNMENT THAT HAS BEEN CERTIFIED BY THE HISTORICAL SOCIETY PURSUANT TO 16 U.S.C. SEC. 470a (c) (1), AS AMENDED.

(c) "CERTIFIED REHABILITATION" MEANS REPAIRS OR ALTERATIONS TO A CERTIFIED HISTORIC STRUCTURE THAT HAVE BEEN CERTIFIED BY THE HISTORICAL SOCIETY OR OTHER REVIEWING ENTITY AS MEETING THE STANDARDS FOR REHABILITATION OF THE UNITED STATES SECRETARY OF THE INTERIOR.

(d) "CONTRIBUTING PROPERTY" MEANS PROPERTY THAT ADDS TO THE SENSE OF TIME, PLACE, AND HISTORICAL DEVELOPMENT OF A HISTORIC DISTRICT AS DETERMINED BY THE HISTORICAL SOCIETY OR OTHER REVIEWING ENTITY.

(e) "DEPARTMENT" MEANS THE COLORADO DEPARTMENT OF REVENUE OR ANY SUCCESSOR ENTITY.

(f) "DESIGNATED" MEANS ESTABLISHED BY LOCAL PRESERVATION ORDINANCE.

(g) "HISTORICAL SOCIETY" MEANS THE STATE HISTORICAL SOCIETY OF COLORADO, ALSO KNOWN AS HISTORY COLORADO, OR ANY SUCCESSOR ENTITY.

(h) "OFFICE" MEANS THE COLORADO OFFICE OF ECONOMIC DEVELOPMENT OR ANY SUCCESSOR ENTITY.

(i) "OWNER" MEANS ANY TAXPAYER FILING A STATE TAX RETURN OR ANY ENTITY THAT IS EXEMPT FROM FEDERAL INCOME TAXATION PURSUANT TO SECTION 501 (c) OF THE INTERNAL REVENUE CODE, AS AMENDED, THAT OWNS:

(I) TITLE TO A QUALIFIED STRUCTURE;

(II) PROSPECTIVE TITLE TO A QUALIFIED STRUCTURE IN THE FORM OF A PURCHASE AGREEMENT OR AN OPTION TO PURCHASE;

(III) A LEASEHOLD INTEREST IN A QUALIFIED COMMERCIAL STRUCTURE FOR A TERM OF NOT LESS THAN THIRTY-NINE YEARS; OR

(IV) A LEASEHOLD INTEREST IN A QUALIFIED RESIDENTIAL STRUCTURE FOR A TERM OF NOT LESS THAN FIVE YEARS.

(j) "QUALIFIED COMMERCIAL STRUCTURE" MEANS A CERTIFIED HISTORIC STRUCTURE THAT HAS BEEN CERTIFIED BY THE HISTORICAL SOCIETY AS MEETING THE REQUIREMENTS SPECIFIED IN SECTION 47 (c) (1) (A) AND (B) OF THE INTERNAL REVENUE CODE, AS AMENDED.

(k) "QUALIFIED REHABILITATION EXPENDITURES" MEANS:

(I) WITH RESPECT TO A QUALIFIED COMMERCIAL STRUCTURE, ANY EXPENDITURE AS DEFINED UNDER SECTION 47 (c) (2) (A) OF THE INTERNAL REVENUE CODE, AS AMENDED, AND THE RELATED REGULATIONS THEREUNDER; AND

(II) WITH RESPECT TO A QUALIFIED RESIDENTIAL STRUCTURE,

EXTERIOR IMPROVEMENTS AND INTERIOR IMPROVEMENTS UNDERTAKEN TO RESTORE, REHABILITATE, OR PRESERVE THE HISTORIC CHARACTER OF A QUALIFIED PROPERTY THAT MEET THE STANDARDS FOR REHABILITATION OF THE UNITED STATES SECRETARY OF THE INTERIOR AS ADOPTED BY THE HISTORICAL SOCIETY OR THE CERTIFIED LOCAL GOVERNMENT PURSUANT TO FEDERAL LAW. AS USED IN THIS SUBPARAGRAPH (II), "EXTERIOR IMPROVEMENTS" IS LIMITED TO ANY ONE OR MORE OF THE FOLLOWING: ROOF REPLACEMENT OR REPAIR; EXTERIOR SIDING REPLACEMENT OR REPAIR; MASONRY REPAIR, RE-POINTING, OR REPLACEMENT; WINDOW REPAIR OR REPLACEMENT; DOOR REPAIR OR REPLACEMENT; WOODWORK AND TRIM REPAIR OR REPLACEMENT; FOUNDATION REPAIR OR REPLACEMENT; AND EXCAVATION COSTS ASSOCIATED WITH FOUNDATION WORK. AS USED IN THIS SUBPARAGRAPH (II), "INTERIOR IMPROVEMENTS" IS LIMITED TO ONE OR MORE OF THE FOLLOWING: ELECTRICAL REPAIRS AND UPGRADES; PLUMBING REPAIRS AND UPGRADES; HEATING, VENTING, AND AIR CONDITIONING REPAIRS AND UPGRADES; REPAIR OF EXISTING INTERIOR WALLS AND FINISHES; REPAIR OR REPLACEMENT OF EXISTING WOODWORK AND TRIM; INSULATION; REFINISHING OR REPLACING HISTORIC FLOOR MATERIALS IN-KIND, EXCLUDING CARPETING; AND RECONSTRUCTING MISSING HISTORIC ELEMENTS WHEN THERE IS SUFFICIENT HISTORICAL DOCUMENTATION TO GUIDE THE RECONSTRUCTION.

(I) "QUALIFIED RESIDENTIAL STRUCTURE" MEANS A NONINCOME PRODUCING AND OWNER-OCCUPIED RESIDENTIAL PROPERTY LOCATED IN COLORADO THAT IS:

(I) AT LEAST FIFTY YEARS OLD; AND

(II) (A) LISTED INDIVIDUALLY OR AS A CONTRIBUTING PROPERTY IN A DISTRICT INCLUDED WITHIN THE STATE REGISTER OF HISTORIC PROPERTIES PURSUANT TO ARTICLE 80.1 OF TITLE 24, C.R.S.;

(B) DESIGNATED AS A LANDMARK BY A CERTIFIED LOCAL GOVERNMENT; OR

(C) LISTED AS A CONTRIBUTING PROPERTY THAT IS INCLUDED WITHIN A DESIGNATED HISTORIC DISTRICT OF A CERTIFIED LOCAL GOVERNMENT.

(m) "QUALIFIED STRUCTURE" MEANS A STRUCTURE THAT SATISFIES

THE DEFINITION OF EITHER A QUALIFIED RESIDENTIAL STRUCTURE OR A QUALIFIED COMMERCIAL STRUCTURE.

(n) "REHABILITATION PLAN" MEANS CONSTRUCTION PLANS AND SPECIFICATIONS FOR THE PROPOSED REHABILITATION OF A QUALIFIED STRUCTURE THAT IS IN SUFFICIENT DETAIL TO ENABLE THE OFFICE OR THE REVIEWING ENTITY, AS APPLICABLE, TO EVALUATE WHETHER THE STRUCTURE IS IN COMPLIANCE WITH THE STANDARDS DEVELOPED UNDER SUBSECTION (4) OF THIS SECTION.

(o) "REVIEWING ENTITY" MEANS:

(I) A CERTIFIED LOCAL GOVERNMENT THAT HAS DECIDED PURSUANT TO SUBSECTION (10) OF THIS SECTION TO PERFORM THE DUTIES SPECIFIED UNDER THIS SECTION; OR

(II) THE HISTORICAL SOCIETY IF THE QUALIFIED RESIDENTIAL STRUCTURE EITHER IS NOT LOCATED WITHIN THE TERRITORIAL BOUNDARIES OF ANY CERTIFIED LOCAL GOVERNMENT OR IS LOCATED WITHIN THE TERRITORIAL BOUNDARIES OF A CERTIFIED LOCAL GOVERNMENT THAT HAS DECIDED PURSUANT TO SUBSECTION (10) OF THIS SECTION NOT TO PERFORM THE DUTIES SPECIFIED UNDER THIS SECTION.

(p) "SUBSTANTIAL REHABILITATION" MEANS:

(I) WITH RESPECT TO A QUALIFIED COMMERCIAL STRUCTURE, REHABILITATION FOR WHICH THE QUALIFIED REHABILITATION EXPENDITURES EXCEED TWENTY-FIVE PERCENT OF THE OWNER'S ORIGINAL PURCHASE PRICE OF THE QUALIFIED COMMERCIAL STRUCTURE LESS THE VALUE ATTRIBUTED TO THE LAND; AND

(II) WITH RESPECT TO A QUALIFIED RESIDENTIAL STRUCTURE, REHABILITATION FOR WHICH THE QUALIFIED REHABILITATION EXPENDITURES EXCEED FIVE THOUSAND DOLLARS.

(3) FOR INCOME TAX YEARS COMMENCING ON OR AFTER JANUARY 1, 2016, BUT PRIOR TO JANUARY 1, 2020, THERE SHALL BE ALLOWED A CREDIT WITH RESPECT TO THE INCOME TAXES IMPOSED PURSUANT TO THIS ARTICLE TO EACH OWNER OF A QUALIFIED STRUCTURE THAT COMPLIES WITH THE REQUIREMENTS OF THIS SECTION.

(4) THE OFFICE, IN CONSULTATION WITH THE HISTORICAL SOCIETY, SHALL DEVELOP STANDARDS FOR THE APPROVAL OF THE SUBSTANTIAL REHABILITATION OF QUALIFIED STRUCTURES FOR WHICH A TAX CREDIT UNDER THIS SECTION IS BEING CLAIMED. THE STANDARDS MUST CONSIDER WHETHER THE SUBSTANTIAL REHABILITATION OF A QUALIFIED STRUCTURE IS CONSISTENT WITH THE STANDARDS FOR REHABILITATION ADOPTED BY THE UNITED STATES DEPARTMENT OF THE INTERIOR.

(5) (a) THE OWNER SHALL SUBMIT AN APPLICATION AND REHABILITATION PLAN TO THE OFFICE FOR A QUALIFIED COMMERCIAL STRUCTURE OR TO THE REVIEWING ENTITY FOR A QUALIFIED RESIDENTIAL STRUCTURE, ALONG WITH AN ESTIMATE OF THE QUALIFIED REHABILITATION EXPENDITURES UNDER THE REHABILITATION PLAN. THE OWNER, AT THE OWNER'S OWN RISK, MAY INCUR QUALIFIED REHABILITATION EXPENDITURES NO EARLIER THAN TWENTY-FOUR MONTHS PRIOR TO THE SUBMISSION OF THE APPLICATION AND REHABILITATION PLAN BUT ONLY IF SATISFACTORY DOCUMENTATION IS SUBMITTED TO THE OFFICE OR THE REVIEWING ENTITY, AS APPLICABLE, INDICATING THE CONDITION OF THE QUALIFIED STRUCTURE PRIOR TO COMMENCEMENT OF THE REHABILITATION, INCLUDING BUT NOT LIMITED TO PHOTOGRAPHS OF THE QUALIFIED STRUCTURE AND WRITTEN DECLARATIONS FROM PERSONS KNOWLEDGEABLE ABOUT THE QUALIFIED STRUCTURE. IN CONNECTION WITH ANY APPLICATION SUBMITTED ON OR AFTER JULY 1, 2015, ANY EXPENSES THE OWNER INCURS BEFORE JULY 1, 2015, SHALL NOT BE COUNTED TOWARDS THE OWNER'S QUALIFIED REHABILITATION EXPENDITURES. AN OWNER MAY SUBMIT AN APPLICATION AND REHABILITATION PLAN AND MAY COMMENCE REHABILITATION BEFORE THE PROPERTY:

(I) IS LISTED INDIVIDUALLY OR AS A CONTRIBUTING PROPERTY IN A DISTRICT INCLUDED WITHIN THE NATIONAL REGISTER OF HISTORIC PLACES;

(II) IS LISTED INDIVIDUALLY OR AS A CONTRIBUTING PROPERTY IN A DISTRICT INCLUDED WITHIN THE STATE REGISTER OF HISTORIC PROPERTIES PURSUANT TO ARTICLE 80.1 OF TITLE 24, C.R.S.;

(III) HAS BEEN DESIGNATED AS A LANDMARK BY A CERTIFIED LOCAL GOVERNMENT; OR

(IV) IS LISTED AS A CONTRIBUTING PROPERTY WITHIN A DESIGNATED HISTORIC DISTRICT OF A CERTIFIED LOCAL GOVERNMENT.

(b) NOTWITHSTANDING THE PROVISIONS OF PARAGRAPH (a) OF THIS SUBSECTION (5), AN OWNER MAY INCUR QUALIFIED REHABILITATION EXPENDITURES AT THE OWNER'S OWN RISK.

(c) WITHIN NINETY DAYS AFTER RECEIPT OF THE APPLICATION AND REHABILITATION PLAN, THE OFFICE AND THE HISTORICAL SOCIETY, IN THE CASE OF A QUALIFIED COMMERCIAL STRUCTURE, AND THE REVIEWING ENTITY, IN THE CASE OF A QUALIFIED RESIDENTIAL STRUCTURE, SHALL NOTIFY THE OWNER IN WRITING IF THE REHABILITATION PLAN IS PRELIMINARILY DETERMINED TO BE A CERTIFIED REHABILITATION.

(6)(a) FOR A QUALIFIED COMMERCIAL STRUCTURE, THE OFFICE MAY IMPOSE A REASONABLE APPLICATION FEE THAT DOES NOT EXCEED FIVE HUNDRED DOLLARS.

(b) NOTWITHSTANDING ANY OTHER PROVISION OF THIS SECTION, THE OFFICE SHALL NOT IMPOSE AN APPLICATION FEE UNDER PARAGRAPH (a) OF THIS SUBSECTION (6) FOR A PROJECT FOR WHICH THE AMOUNT OF TAX CREDIT REQUESTED UNDER THIS SECTION IS TWO HUNDRED FIFTY THOUSAND DOLLARS OR LESS.

(c) THE OFFICE MAY IMPOSE ON THE OWNER A REASONABLE ISSUANCE FEE OF UP TO THREE PERCENT OF THE AMOUNT OF THE TAX CREDIT ISSUED, WHICH MUST BE PAID BEFORE THE TAX CREDIT IS ISSUED TO THE OWNER. WITH RESPECT TO BOTH AN APPLICATION FEE AND AN ISSUANCE FEE, THE OFFICE SHALL SHARE ON AN EQUAL BASIS ANY SUCH FEES COLLECTED WITH THE HISTORICAL SOCIETY AND THE DEPARTMENT. MONEYS COLLECTED FROM SUCH FEES MUST BE APPLIED TO THE ADMINISTRATION OF THE TAX CREDIT CREATED BY THIS SECTION.

(d) IN THE CASE OF A QUALIFIED RESIDENTIAL STRUCTURE, THE REVIEWING ENTITY MAY IMPOSE A REASONABLE APPLICATION FEE. HOWEVER, THE REVIEWING ENTITY MAY REDUCE OR ELIMINATE THE APPLICATION FEE IF THE QUALIFIED REHABILITATION EXPENDITURES FOR THE PROJECT ARE LESS THAN FIFTEEN THOUSAND DOLLARS.

(7) (a) IN THE CASE OF A QUALIFIED COMMERCIAL STRUCTURE, A RESERVATION OF TAX CREDITS IS PERMITTED IN ACCORDANCE WITH THE PROVISIONS OF THIS SUBSECTION (7). THE OFFICE AND THE HISTORICAL SOCIETY SHALL REVIEW THE APPLICATION AND REHABILITATION PLAN FOR

A QUALIFIED COMMERCIAL STRUCTURE TO DETERMINE THAT THE INFORMATION CONTAINED IN THE APPLICATION AND PLAN IS COMPLETE. IF THE OFFICE AND THE HISTORICAL SOCIETY DETERMINE THAT THE APPLICATION AND REHABILITATION PLAN ARE COMPLETE, THE OFFICE SHALL RESERVE FOR THE BENEFIT OF THE OWNER AN ALLOCATION OF A TAX CREDIT AS PROVIDED IN PARAGRAPH (a) OF SUBSECTION (12) OF THIS SECTION AND THE OFFICE SHALL NOTIFY THE OWNER IN WRITING OF THE AMOUNT OF THE RESERVATION. THE RESERVATION OF TAX CREDITS DOES NOT ENTITLE THE OWNER TO AN ISSUANCE OF ANY TAX CREDITS UNTIL THE OWNER COMPLIES WITH ALL OF THE OTHER REQUIREMENTS SPECIFIED IN THIS SECTION FOR THE ISSUANCE OF THE TAX CREDIT. THE OFFICE MUST RESERVE TAX CREDITS IN THE ORDER IN WHICH IT RECEIVES COMPLETED APPLICATIONS AND REHABILITATION PLANS. THE OFFICE SHALL ISSUE ANY SUCH RESERVATION OF TAX CREDITS AUTHORIZED BY THIS SUBSECTION (7) WITHIN A REASONABLE TIME, NOT TO EXCEED NINETY DAYS AFTER THE FILING OF A COMPLETED APPLICATION AND REHABILITATION PLAN. THE OFFICE SHALL USE A LOTTERY PROCESS TO DETERMINE THE ORDER IN WHICH IT WILL REVIEW APPLICATIONS AND PLANS RECEIVED BY THE OFFICE ON THE SAME DAY. THE OFFICE SHALL ONLY REVIEW AN APPLICATION AND PLAN SUBMITTED IN CONNECTION WITH A PROPERTY FOR WHICH A PROPERTY ADDRESS, LEGAL DESCRIPTION, OR OTHER SPECIFIC LOCATION IS PROVIDED IN THE APPLICATION AND PLAN. THE OWNER SHALL NOT REQUEST THE REVIEW OF ANOTHER PROPERTY FOR APPROVAL IN THE PLACE OF THE PROPERTY THAT IS THE SUBJECT OF THE APPLICATION AND PLAN. ANY APPLICATION AND PLAN DISAPPROVED BY THE OFFICE WILL BE REMOVED FROM THE REVIEW PROCESS, AND THE OFFICE SHALL NOTIFY THE OWNER IN WRITING OF THE DECISION TO REMOVE THE PROPERTY FROM THE REVIEW PROCESS. DISAPPROVED APPLICATIONS AND PLANS LOSE THEIR PRIORITY IN THE REVIEW PROCESS. AN OWNER MAY RESUBMIT A DISAPPROVED APPLICATION AND PLAN, BUT SUCH RESUBMITTED APPLICATION AND PLAN IS DEEMED TO BE A NEW SUBMISSION FOR PURPOSES OF THE PRIORITY PROCEDURES DESCRIBED IN THIS PARAGRAPH (a). THE OFFICE MAY CHARGE A RESUBMITTED APPLICATION AND PLAN A NEW APPLICATION FEE IN AN AMOUNT SPECIFIED IN ACCORDANCE WITH SUBSECTION (6) OF THIS SECTION.

(b) IF, FOR ANY CALENDAR YEAR, THE AGGREGATE AMOUNT OF RESERVATIONS FOR TAX CREDITS THE OFFICE HAS APPROVED IS EQUAL TO THE TOTAL AMOUNT OF TAX CREDITS AVAILABLE FOR RESERVATION DURING THAT CALENDAR YEAR, THE OFFICE SHALL NOTIFY ALL OWNERS WHO HAVE SUBMITTED APPLICATIONS AND REHABILITATION PLANS THEN AWAITING

APPROVAL OR SUBMITTED FOR APPROVAL AFTER THE CALCULATION IS MADE THAT NO ADDITIONAL APPROVALS OF APPLICATIONS AND PLANS FOR RESERVATIONS OF TAX CREDITS WILL BE GRANTED DURING THAT CALENDAR YEAR AND THE OFFICE SHALL ADDITIONALLY NOTIFY THE OWNER OF THE PRIORITY NUMBER GIVEN TO THE OWNER'S APPLICATION AND PLAN THEN AWAITING APPROVAL. THE APPLICATIONS AND PLANS WILL REMAIN IN PRIORITY STATUS FOR TWO YEARS FROM THE DATE OF THE ORIGINAL APPLICATION AND PLAN AND WILL BE CONSIDERED FOR RESERVATIONS OF TAX CREDITS IN THE PRIORITY ORDER ESTABLISHED IN THIS SUBSECTION (7) IN THE EVENT THAT ADDITIONAL CREDITS BECOME AVAILABLE RESULTING FROM THE RESCISSION OF APPROVALS UNDER PARAGRAPH (a) OF SUBSECTION (8) OF THIS SECTION OR BECAUSE A NEW ALLOCATION OF TAX CREDITS FOR A CALENDAR YEAR BECOMES AVAILABLE.

(c) NOTWITHSTANDING ANY OTHER PROVISION OF THIS SECTION, THIS SUBSECTION (7) DOES NOT APPLY TO A QUALIFIED RESIDENTIAL STRUCTURE BECAUSE NO RESERVATION OF TAX CREDITS IS NECESSARY IN THE CASE OF A QUALIFIED RESIDENTIAL STRUCTURE.

(8) (a) ANY OWNER RECEIVING A RESERVATION OF TAX CREDITS UNDER PARAGRAPH (a) OF SUBSECTION (7) OF THIS SECTION SHALL COMMENCE REHABILITATION OF THE QUALIFIED COMMERCIAL STRUCTURE, IF REHABILITATION HAS NOT PREVIOUSLY BEGUN, WITHIN ONE YEAR AFTER THE DATE OF ISSUANCE OF THE WRITTEN NOTICE FROM THE OFFICE TO THE OWNER GRANTING THE RESERVATION OF TAX CREDITS. ANY OWNER RECEIVING SUCH RESERVATION OF TAX CREDITS SHALL INCUR NOT LESS THAN TWENTY PERCENT OF THE ESTIMATED COSTS OF REHABILITATION CONTAINED IN THE APPLICATION AND REHABILITATION PLAN NOT LATER THAN EIGHTEEN MONTHS AFTER THE DATE OF ISSUANCE OF THE WRITTEN NOTICE FROM THE OFFICE TO THE OWNER GRANTING THE RESERVATION OF TAX CREDITS. ANY OWNER RECEIVING A RESERVATION OF TAX CREDITS SHALL SUBMIT EVIDENCE OF COMPLIANCE WITH THE PROVISIONS OF THIS PARAGRAPH (a). IF THE OFFICE DETERMINES THAT AN OWNER HAS FAILED TO COMPLY WITH THE REQUIREMENTS OF THIS PARAGRAPH (a), THE OFFICE MAY RESCIND THE ISSUANCE IT PREVIOUSLY GAVE THE OWNER APPROVING THE RESERVATION OF TAX CREDITS AND, IF SO, THE TOTAL AMOUNT OF TAX CREDITS MADE AVAILABLE FOR THE CALENDAR YEAR FOR WHICH RESERVATIONS MAY BE GRANTED MUST BE INCREASED BY THE AMOUNT OF THE TAX CREDITS RESCINDED. THE OFFICE SHALL PROMPTLY NOTIFY ANY OWNER WHOSE RESERVATION OF TAX CREDITS HAS BEEN RESCINDED AND,

UPON RECEIPT OF THE NOTICE, THE OWNER MAY SUBMIT A NEW APPLICATION AND PLAN FOR WHICH THE OFFICE MAY CHARGE A NEW APPLICATION FEE IN ACCORDANCE WITH SUBSECTION (6) OF THIS SECTION.

(b) FOLLOWING THE COMPLETION OF A REHABILITATION OF A QUALIFIED COMMERCIAL STRUCTURE, THE OWNER SHALL NOTIFY THE OFFICE THAT THE REHABILITATION HAS BEEN COMPLETED AND SHALL CERTIFY THE QUALIFIED REHABILITATION EXPENDITURES INCURRED BY THE OWNER UNDER THE REHABILITATION PLAN. IN ADDITION, THE OWNER SHALL PROVIDE THE OFFICE WITH A COST AND EXPENSE CERTIFICATION, PREPARED BY A LICENSED CERTIFIED PUBLIC ACCOUNTANT THAT IS NOT AFFILIATED WITH THE OWNER, CERTIFYING THE TOTAL QUALIFIED REHABILITATION EXPENDITURES AND THE TOTAL AMOUNT OF TAX CREDITS FOR WHICH THE OWNER IS ELIGIBLE. IF THE TOTAL AMOUNT OF THE ANTICIPATED TAX CREDITS TO BE ISSUED THE OWNER EXCEEDS TWO HUNDRED FIFTY THOUSAND DOLLARS, THE COST AND EXPENSE CERTIFICATION MUST BE AUDITED BY A LICENSED CERTIFIED PUBLIC ACCOUNTANT. THE OFFICE AND THE HISTORICAL SOCIETY SHALL REVIEW THE DOCUMENTATION OF THE REHABILITATION AND THE HISTORICAL SOCIETY SHALL VERIFY THAT THE DOCUMENTATION SATISFIES THE REHABILITATION PLAN. WITHIN NINETY DAYS AFTER RECEIPT OF SUCH DOCUMENTATION FROM THE OWNER, THE OFFICE SHALL ISSUE A TAX CREDIT CERTIFICATE IN AN AMOUNT EQUAL TO THE FOLLOWING SUBJECT TO PARAGRAPH (c) OF THIS SUBSECTION (8):

(I) TWENTY-FIVE PERCENT OF THE ACTUAL QUALIFIED REHABILITATION EXPENDITURES THAT ARE LESS THAN TWO MILLION DOLLARS; PLUS

(II) TWENTY PERCENT OF THE ACTUAL QUALIFIED REHABILITATION EXPENDITURES IN EXCESS OF TWO MILLION DOLLARS.

(c) NOTWITHSTANDING PARAGRAPH (b) OF THIS SUBSECTION (8):

(I) THE TOTAL AMOUNT OF THE TAX CREDIT CERTIFICATE ISSUED FOR ANY PARTICULAR PROJECT MUST NOT EXCEED THE AMOUNT OF THE TAX CREDIT RESERVATION ISSUED FOR THE PROJECT UNDER PARAGRAPH (a) OF SUBSECTION (7) OF THIS SECTION;

(II) THE AMOUNT OF A TAX CREDIT CERTIFICATE TO BE ISSUED FOR ANY ONE QUALIFIED COMMERCIAL STRUCTURE MUST NOT EXCEED ONE

MILLION DOLLARS IN ANY ONE CALENDAR YEAR; AND

(III) WITH RESPECT TO A CERTIFIED HISTORIC STRUCTURE THAT IS LOCATED IN AN AREA THAT THE PRESIDENT OF THE UNITED STATES HAS DETERMINED TO BE A MAJOR DISASTER AREA UNDER SECTION 102 (2) OF THE FEDERAL "ROBERT T. STAFFORD DISASTER RELIEF AND EMERGENCY ASSISTANCE ACT", 42 U.S.C. SEC. 5121 ET SEQ., OR THAT IS LOCATED IN AN AREA THAT THE GOVERNOR HAS DETERMINED TO BE A DISASTER AREA UNDER THE "COLORADO DISASTER EMERGENCY ACT", PART 7 OF ARTICLE 33.5 OF TITLE 24, C.R.S., THE TAX CREDIT AMOUNTS SPECIFIED IN SUBPARAGRAPHS (I) TO (III) OF PARAGRAPH (b) OF THIS SUBSECTION (8) MUST BE INCREASED AS FOLLOWS FOR AN APPLICATION THAT IS FILED WITHIN SIX YEARS AFTER THE DISASTER DETERMINATION:

(A) THE TWENTY-FIVE PERCENT CREDIT AMOUNT SPECIFIED IN SUBPARAGRAPH (I) OF PARAGRAPH (b) OF THIS SUBSECTION (8) IS INCREASED TO THIRTY PERCENT; AND

(B) THE TWENTY PERCENT CREDIT AMOUNT SPECIFIED IN SUBPARAGRAPH (II) OF PARAGRAPH (b) OF THIS SUBSECTION (8) IS INCREASED TO TWENTY-FIVE PERCENT.

(d) IF THE AMOUNT OF QUALIFIED REHABILITATION EXPENDITURES INCURRED BY THE OWNER WOULD RESULT IN AN OWNER BEING ISSUED AN AMOUNT OF TAX CREDITS THAT EXCEEDS THE AMOUNT OF TAX CREDITS RESERVED FOR THE OWNER UNDER PARAGRAPH (a) OF SUBSECTION (7), THE OWNER MAY APPLY TO THE OFFICE FOR THE ISSUANCE OF AN AMOUNT OF TAX CREDITS THAT EQUALS THE EXCESS. THE OWNER MUST SUBMIT ITS APPLICATION FOR ISSUANCE OF SUCH EXCESS TAX CREDITS ON A FORM PRESCRIBED BY THE OFFICE. THE OFFICE SHALL AUTOMATICALLY APPROVE THE APPLICATION, WHICH IT SHALL ISSUE BY MEANS OF A SEPARATE CERTIFICATE, SUBJECT ONLY TO THE AVAILABILITY OF TAX CREDITS AND THE PROVISIONS CONCERNING PRIORITY PROVIDED IN PARAGRAPH (a) OF SUBSECTION (7) OF THIS SECTION.

(e) (I) FOLLOWING THE COMPLETION OF A REHABILITATION OF A QUALIFIED RESIDENTIAL STRUCTURE, THE OWNER SHALL NOTIFY THE REVIEWING ENTITY THAT THE REHABILITATION HAS BEEN COMPLETED AND SHALL CERTIFY THAT THE QUALIFIED REHABILITATION EXPENDITURES INCURRED IN CONNECTION WITH THE REHABILITATION PLAN. THE OWNER

SHALL ALSO PROVIDE THE REVIEWING ENTITY WITH A COST AND EXPENSE CERTIFICATION CERTIFYING THE TOTAL QUALIFIED REHABILITATION EXPENDITURES AND THE TOTAL AMOUNT OF TAX CREDITS FOR WHICH THE OWNER IS ELIGIBLE. THE REVIEWING ENTITY SHALL REVIEW THE DOCUMENTATION OF THE REHABILITATION AND VERIFY ITS COMPLIANCE WITH THE REHABILITATION PLAN. EXCEPT AS OTHERWISE PROVIDED IN SUBPARAGRAPH (II) OF THIS PARAGRAPH (e), WITHIN NINETY DAYS AFTER RECEIPT OF THE FOREGOING DOCUMENTATION FROM THE OWNER, THE REVIEWING ENTITY SHALL ISSUE A TAX CREDIT CERTIFICATE IN AN AMOUNT EQUAL TO TWENTY PERCENT OF THE ACTUAL QUALIFIED REHABILITATION EXPENDITURES; EXCEPT THAT THE AMOUNT OF THE TAX CREDIT CERTIFICATE SHALL NOT EXCEED FIFTY THOUSAND DOLLARS FOR EACH QUALIFIED RESIDENTIAL STRUCTURE, WHICH AMOUNT IS TO BE CALCULATED OVER A TEN-YEAR ROLLING PERIOD THAT COMMENCES WITH EACH CHANGE IN OWNERSHIP OF THE QUALIFIED RESIDENTIAL STRUCTURE.

(II) WITH RESPECT TO A QUALIFIED RESIDENTIAL STRUCTURE LOCATED IN AN AREA THAT THE PRESIDENT OF THE UNITED STATES HAS DETERMINED TO BE A MAJOR DISASTER AREA UNDER SECTION 102(2) OF THE FEDERAL "ROBERT T. STAFFORD DISASTER RELIEF AND EMERGENCY ASSISTANCE ACT", 42 U.S.C. SEC. 5121 ET SEQ., OR THAT IS LOCATED IN AN AREA THAT THE GOVERNOR HAS DETERMINED TO BE A DISASTER AREA UNDER THE "COLORADO DISASTER EMERGENCY ACT", PART 7 OF ARTICLE 33.5 OF TITLE 24, C.R.S., THE AMOUNT OF THE TAX CREDIT SPECIFIED IN SUBPARAGRAPH (I) OF THIS PARAGRAPH (e) IS INCREASED TO TWENTY-FIVE PERCENT FOR AN APPLICATION THAT IS FILED WITHIN SIX YEARS AFTER THE DISASTER DETERMINATION.

(9) IN ORDER TO CLAIM THE CREDIT AUTHORIZED BY THIS SECTION, THE OWNER SHALL FILE THE TAX CREDIT CERTIFICATE WITH THE OWNER'S STATE INCOME TAX RETURN. THE AMOUNT OF THE CREDIT CLAIMED THAT THE OWNER MAY CLAIM UNDER THIS SECTION IS THE AMOUNT STATED ON THE TAX CREDIT CERTIFICATE.

(10) FOR THE PURPOSES OF THIS SECTION, A CERTIFIED LOCAL GOVERNMENT MAY ACT AS A REVIEWING ENTITY ONLY FOR A QUALIFIED RESIDENTIAL STRUCTURE. EACH CERTIFIED LOCAL GOVERNMENT SHALL ADOPT A RESOLUTION OR ORDINANCE STATING WHETHER THE GOVERNMENT WILL ACT AS A REVIEWING ENTITY FOR THE PURPOSES OF THIS SECTION. THE LOCAL GOVERNMENT SHALL SEND A COPY OF THE RESOLUTION OR

ORDINANCE TO THE HISTORICAL SOCIETY. ANY CERTIFIED LOCAL GOVERNMENT THAT DECIDES TO ACT AS A REVIEWING ENTITY FOR ANY GIVEN YEAR FOR THE PURPOSES OF THIS SECTION SHALL PERFORM ALL DUTIES AND RESPONSIBILITIES IN CONNECTION WITH A CERTIFIED REHABILITATION THAT RECEIVES PRELIMINARY APPROVAL FROM SUCH ENTITY DURING THE YEAR.

(11) THE ENTIRE TAX CREDIT TO BE ISSUED UNDER THIS SECTION MAY BE CLAIMED BY THE OWNER IN THE TAXABLE YEAR IN WHICH THE CERTIFIED REHABILITATION IS PLACED IN SERVICE. IF THE AMOUNT OF THE CREDIT ALLOWED UNDER THIS SECTION EXCEEDS THE AMOUNT OF INCOME TAXES OTHERWISE DUE ON THE INCOME OF THE OWNER IN THE INCOME TAX YEAR FOR WHICH THE CREDIT IS BEING CLAIMED, THE AMOUNT OF THE CREDIT NOT USED AS AN OFFSET AGAINST INCOME TAXES IN SAID INCOME TAX YEAR MAY BE CARRIED FORWARD AS A CREDIT AGAINST SUBSEQUENT YEARS' INCOME TAX LIABILITY FOR A PERIOD NOT TO EXCEED TEN YEARS AND WILL BE APPLIED TO THE EARLIEST INCOME TAX YEARS POSSIBLE. ANY AMOUNT OF THE CREDIT THAT IS NOT USED AFTER SUCH PERIOD SHALL NOT BE REFUNDED TO THE OWNER.

(12) (a) EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION, THE AGGREGATE AMOUNT OF ALL TAX CREDITS IN ANY TAX YEAR THAT MAY BE RESERVED BY THE OFFICE UPON THE CERTIFICATION OF ALL REHABILITATION PLANS UNDER PARAGRAPH (a) OF SUBSECTION (7) OF THIS SECTION MUST NOT EXCEED:

(I) FOR QUALIFIED COMMERCIAL STRUCTURES ESTIMATING QUALIFIED REHABILITATION EXPENDITURES IN THE AMOUNT OF TWO MILLION DOLLARS OR LESS, TWO AND ONE-HALF MILLION DOLLARS IN THE AGGREGATE FOR THE 2016 CALENDAR YEAR, AND FIVE MILLION DOLLARS IN THE AGGREGATE FOR EACH OF THE 2017, 2018, AND 2019 CALENDAR YEARS, IN ADDITION TO THE AMOUNT OF ANY PREVIOUSLY RESERVED TAX CREDITS THAT WERE RESCINDED UNDER PARAGRAPH (a) OF SUBSECTION (8) OF THIS SECTION DURING THE APPLICABLE CALENDAR YEAR;

(II) FOR QUALIFIED COMMERCIAL STRUCTURES ESTIMATING QUALIFIED REHABILITATION EXPENDITURES IN EXCESS OF TWO MILLION DOLLARS, TWO AND ONE-HALF MILLION DOLLARS IN THE AGGREGATE FOR THE 2016 CALENDAR YEAR AND FIVE MILLION DOLLARS IN THE AGGREGATE FOR EACH OF THE 2017, 2018, AND 2019 CALENDAR YEARS, IN ADDITION TO

THE AMOUNT OF ANY PREVIOUSLY RESERVED TAX CREDITS THAT WERE RESCINDED UNDER PARAGRAPH (a) OF SUBSECTION (8) OF THIS SECTION DURING THE APPLICABLE CALENDAR YEAR.

(b) NOTWITHSTANDING ANY OTHER PROVISION OF THIS SUBSECTION (12), IF THE ENTIRETY OF THE ALLOWABLE TAX CREDIT AMOUNT FOR ANY TAX YEAR IS NOT REQUESTED AND RESERVED UNDER SUBPARAGRAPHS (I) AND (II) OF PARAGRAPH (a) OF THIS SUBSECTION (12), THE OFFICE MAY USE ANY SUCH UNRESERVED TAX CREDITS IN ISSUING TAX CREDITS IN ANOTHER CATEGORY FOR THAT SAME INCOME TAX YEAR, AND THE OFFICE MAY ALSO USE ANY REMAINING UNRESERVED TAX CREDITS FOR THAT TAX YEAR IN ISSUING TAX CREDITS IN SUBSEQUENT INCOME TAX YEARS.

(c) ANY TAX CREDITS ISSUED UNDER THIS SECTION TO A PARTNERSHIP, A LIMITED LIABILITY COMPANY TAXED AS A PARTNERSHIP, OR MULTIPLE OWNERS OF A PROPERTY MUST BE PASSED THROUGH TO THE PARTNERS, MEMBERS, OR OWNERS, INCLUDING ANY NONPROFIT ENTITY THAT IS A PARTNER, MEMBER, OR OWNER, RESPECTIVELY, ON A PRO RATA BASIS OR PURSUANT TO AN EXECUTED AGREEMENT AMONG THE PARTNERS, MEMBERS, OR OWNERS DOCUMENTING AN ALTERNATE DISTRIBUTION METHOD.

(d) ANY TAX CREDITS ISSUED UNDER THIS SECTION FOR A QUALIFIED COMMERCIAL STRUCTURE ARE FREELY TRANSFERABLE AND ASSIGNABLE, SUBJECT TO ANY NOTICE AND VERIFICATION REQUIREMENTS TO BE DETERMINED BY THE OFFICE; EXCEPT THAT THE OWNER OR A SUBSEQUENT TRANSFEREE MAY ONLY TRANSFER THE PORTION OF THE TAX CREDIT THAT HAS NEITHER BEEN APPLIED AGAINST THE INCOME TAX IMPOSED BY THIS ARTICLE NOR USED TO OBTAIN A REFUND. ANY TRANSFEREE OF A TAX CREDIT ISSUED UNDER THIS SECTION MAY USE THE AMOUNT OF TAX CREDITS TRANSFERRED TO OFFSET AGAINST ANY OTHER TAX DUE UNDER THIS ARTICLE OR THE TRANSFEREE MAY FREELY TRANSFER AND ASSIGN ALL OR ANY PORTION OF THE TAX CREDITS THAT HAVE NEITHER BEEN APPLIED AGAINST THE INCOME TAXES IMPOSED BY THIS ARTICLE NOR USED TO OBTAIN A REFUND TO ANY OTHER PERSON OR ENTITY, INCLUDING AN ENTITY THAT IS EXEMPT FROM FEDERAL INCOME TAXATION PURSUANT TO SECTION 501 (c) OF THE INTERNAL REVENUE CODE, AS AMENDED, AND THE OTHER PERSON OR ENTITY MAY FREELY TRANSFER AND ASSIGN ALL OR ANY PORTION OF THE TAX CREDITS THAT HAVE NEITHER BEEN APPLIED AGAINST THE INCOME TAXES IMPOSED BY THIS ARTICLE NOR USED TO OBTAIN A

REFUND TO ANY OTHER PERSON OR ENTITY. THE TAX CREDITS MAY BE TRANSFERRED OR ASSIGNED ON MULTIPLE OCCASIONS UNTIL SUCH TIME AS THE CREDIT IS CLAIMED ON A STATE TAX RETURN. THE TRANSFEROR AND THE TRANSFEREE OF THE TAX CREDITS SHALL JOINTLY FILE A COPY OF THE WRITTEN TRANSFER AGREEMENT WITH THE OFFICE WITHIN THIRTY DAYS AFTER THE TRANSFER. ANY FILING OF THE WRITTEN TRANSFER AGREEMENT WITH THE OFFICE PERFECTS THE TRANSFER. THE OFFICE SHALL DEVELOP A SYSTEM TO TRACK THE TRANSFERS OF TAX CREDITS AND TO CERTIFY THE OWNERSHIP OF TAX CREDITS. A CERTIFICATION BY THE OFFICE OF THE OWNERSHIP AND THE AMOUNT OF TAX CREDITS MAY BE RELIED ON BY THE DEPARTMENT AND THE TRANSFEREE AS BEING ACCURATE, AND THE OFFICE SHALL NOT ADJUST THE AMOUNT OF TAX CREDITS AS TO THE TRANSFEREE; EXCEPT THAT THE OFFICE RETAINS ANY REMEDIES IT MAY HAVE AGAINST THE OWNER. THE OFFICE SHALL PROMULGATE RULES TO PERMIT VERIFICATION OF THE OWNERSHIP AND AMOUNT OF THE TAX CREDITS; EXCEPT THAT, ANY RULES PROMULGATED SHALL NOT UNDULY RESTRICT OR HINDER THE TRANSFER OF THE TAX CREDITS.

(e) (I) NOTWITHSTANDING ANY OTHER PROVISION OF THIS SECTION, THE AGGREGATE AMOUNT OF TAX CREDITS ISSUED UNDER THIS SECTION MUST NOT EXCEED:

(A) FOR THE TAX YEAR BEGINNING JANUARY 1, 2016, FIVE MILLION DOLLARS;

(B) FOR THE TAX YEAR BEGINNING JANUARY 1, 2017, TEN MILLION DOLLARS;

(C) FOR THE TAX YEAR BEGINNING JANUARY 1, 2018, TEN MILLION DOLLARS; AND

(D) FOR THE TAX YEAR BEGINNING JANUARY 1, 2019, TEN MILLION DOLLARS.

(II) A TAX CREDIT AUTHORIZED UNDER THIS SECTION MAY BE EARNED BEFORE JULY 1, 2016, BUT THE OFFICE SHALL NOT ISSUE A TAX CREDIT UNDER THIS SECTION PRIOR TO JULY 1, 2016.

(13) ANY OWNER OR ANY DULY AUTHORIZED REPRESENTATIVE OF AN OWNER MAY APPEAL ANY FINAL DETERMINATION MADE BY THE OFFICE

OR THE DEPARTMENT, INCLUDING, WITHOUT LIMITATION, ANY PRELIMINARY OR FINAL RESERVATION, OR ANY APPROVAL OR DENIAL, IN ACCORDANCE WITH THE "STATE ADMINISTRATIVE PROCEDURE ACT", ARTICLE 4 OF TITLE 24, C.R.S. THE OWNER OR THE OWNER'S REPRESENTATIVE SHALL SUBMIT ANY SUCH APPEAL WITHIN THIRTY DAYS AFTER RECEIPT BY THE OWNER OR THE OWNER'S REPRESENTATIVE OF THE FINAL DETERMINATION THAT IS THE SUBJECT OF THE APPEAL.

(14) NOTWITHSTANDING ANY OTHER PROVISION OF THIS SECTION, THE TAX CREDITS AUTHORIZED BY THIS SECTION FOR THE SUBSTANTIAL REHABILITATION OF A QUALIFIED STRUCTURE ARE NOT AVAILABLE TO AN OWNER OF A QUALIFIED STRUCTURE THAT SUBMITS AN APPLICATION AND REHABILITATION PLAN AFTER DECEMBER 31, 2019. NO ACTION OR INACTION ON THE PART OF THE GENERAL ASSEMBLY HAS THE EFFECT OF LIMITING OR SUSPENDING THE ISSUING OF TAX CREDITS AUTHORIZED BY THIS SECTION IN ANY PAST OR FUTURE INCOME TAX YEAR WITH RESPECT TO A QUALIFIED STRUCTURE IF THE OWNER OF THE STRUCTURE SUBMITS AN APPLICATION AND REHABILITATION PLAN WITH THE OFFICE ON OR PRIOR TO DECEMBER 31, 2019, EVEN IF THE QUALIFIED STRUCTURE IS PLACED INTO SERVICE AFTER DECEMBER 31, 2019.

(15) (a) THE OFFICE SHALL, IN CONSULTATION WITH THE DEPARTMENT, REPORT TO THE GENERAL ASSEMBLY BY MARCH 1, 2017, AND BY MARCH 1, 2019, ON THE OVERALL ECONOMIC ACTIVITY, USAGE, AND IMPACT TO THE STATE FROM THE SUBSTANTIAL REHABILITATION OF QUALIFIED STRUCTURES FOR WHICH TAX CREDITS HAVE BEEN ALLOWED UNDER THIS SECTION. ON OR BEFORE MARCH 15, 2016, AND ON A QUARTERLY BASIS THEREAFTER, THE OFFICE SHALL PROVIDE A REPORT TO THE DEPARTMENT SPECIFYING THE OWNERSHIP AND TRANSFERS OF TAX CREDITS UNDER THIS SECTION.

(b) THE OFFICE, IN CONSULTATION WITH THE HISTORICAL SOCIETY, SHALL PROMULGATE ANY AND ALL RULES NECESSARY TO FURTHER IMPLEMENT THIS SECTION AND SHALL SOLICIT ADVICE FROM THE DEPARTMENT IN PROMULGATING RULES FOR TRANSFERS. ANY SUCH RULES MUST BE PROMULGATED IN ACCORDANCE WITH ARTICLE 4 OF TITLE 24, C.R.S.

(c) NOTWITHSTANDING ANY OTHER PROVISION OF LAW, A TAXPAYER SHALL NOT CLAIM A CREDIT UNDER THIS SECTION IN CONNECTION WITH THE

REHABILITATION OF A HISTORIC STRUCTURE FOR WHICH THE TAXPAYER IS ALSO CLAIMING A CREDIT UNDER SECTION 39-22-514.

SECTION 2. In Colorado Revised Statutes, 39-21-113, **add** (23) as follows:

39-21-113. Reports and returns - rule - repeal.
(23) NOTWITHSTANDING THE PROVISIONS OF THIS SECTION:

(a) THE EXECUTIVE DIRECTOR MAY PROVIDE SUCH DETAILED TAXPAYER INFORMATION PERTINENT TO A CLAIM FOR AN INCOME TAX CREDIT FOR THE APPROVED REHABILITATION OF A HISTORIC STRUCTURE PURSUANT TO SECTION 39-22-514.5 TO TAXPAYERS, INCLUDING OWNERS AND TRANSFEREES, WITH CASES INVOLVING COMMON OR RELATED ISSUES OF FACT OR LAW. WITH THE EXCEPTION OF TAXPAYER CONTACT INFORMATION, ANY INFORMATION PROVIDED PURSUANT TO THIS SUBSECTION (23) MUST REMAIN CONFIDENTIAL, AND ALL PERSONS ARE SUBJECT TO THE LIMITATIONS SPECIFIED IN SUBSECTION (4) OF THIS SECTION AND THE PENALTIES SPECIFIED IN SUBSECTION (6) OF THIS SECTION.

(b) THE EXECUTIVE DIRECTOR MAY REQUIRE THAT SUCH DETAILED TAXPAYER INFORMATION PERTINENT TO A CLAIM FOR AN INCOME TAX CREDIT FOR THE APPROVED REHABILITATION OF A HISTORIC STRUCTURE PURSUANT TO SECTION 39-22-514.5 AND ANY DOCUMENTATION IN SUPPORT OF THE CREDIT CLAIMED BE GIVEN TO THE COLORADO OFFICE OF ECONOMIC DEVELOPMENT AND THE STATE HISTORICAL SOCIETY OF COLORADO AS THE EXECUTIVE DIRECTOR DETERMINES IS NECESSARY IN THE PERFORMANCE OF THE DEPARTMENT'S FUNCTIONS RELATING TO THE CREDIT. IN RESOLVING DISPUTES REGARDING THE CREDIT, THE EXECUTIVE DIRECTOR MAY DISCLOSE SUCH DETAILED TAXPAYER INFORMATION AND CONSULT WITH THE COLORADO OFFICE OF ECONOMIC DEVELOPMENT AND THE STATE HISTORICAL SOCIETY OF COLORADO. NOTWITHSTANDING PART 2 OF ARTICLE 72 OF TITLE 24, C.R.S., IN ORDER TO PROTECT THE CONFIDENTIAL FINANCIAL INFORMATION OF A TAXPAYER, THE EXECUTIVE DIRECTOR SHALL DENY THE RIGHT TO INSPECT ANY INFORMATION OR DOCUMENTATION REQUIRED IN ACCORDANCE WITH THIS SUBSECTION (23).

SECTION 3. Appropriation - adjustments to 2014 long bill.
(1) For the implementation of this act, the general fund appropriation made in the annual general appropriation act to the controlled maintenance trust

fund created in section 24-75-302.5 (2) (a), Colorado Revised Statutes, for the fiscal year beginning July 1, 2014, is decreased by \$106,283.

(2) In addition to any other appropriation, there is hereby appropriated, out of any moneys in the general fund not otherwise appropriated, to the governor - lieutenant governor - state planning and budgeting, for the fiscal year beginning July 1, 2014, the sum of \$106,283 and 0.5 FTE, or so much thereof as may be necessary, to be allocated to economic development programs for the development, implementation, and management costs associated with the income tax credit program.

SECTION 4. Applicability. This act applies to costs for the rehabilitation of historic structures incurred on or after July 1, 2015.

SECTION 5. Safety clause. The general assembly hereby finds, determines, and declares that this act is necessary for the immediate preservation of the public peace, health, and safety.

Mark Ferrandino
SPEAKER OF THE HOUSE
OF REPRESENTATIVES

Morgan Carroll
PRESIDENT OF
THE SENATE

Marilyn Eddins
CHIEF CLERK OF THE HOUSE
OF REPRESENTATIVES

Cindi L. Markwell
SECRETARY OF
THE SENATE

APPROVED _____

John W. Hickenlooper
GOVERNOR OF THE STATE OF COLORADO

2013 COLORADO CERTIFIED LOCAL GOVERNMENT ANNUAL REPORT

(This report does not require an original signature and should be submitted electronically.)

Town of Windsor, CO	Josh Olhava, Associate Planner	
CLG Name	CLG Contact Person	
(970) 674-2409	(970) 674-2456	jolhava@windsorgov.com
Telephone Number	Fax Number	Email Address

- The Annual Report is required to be filed by each CLG.
- The Annual Report covers State Fiscal Year (SFY) 2013: July 1, 2012 to June 30, 2013.
- New CLGs certified during SFY 2013 should complete the form for the entire year.
- The Annual Report is due by **August 1, 2013**.

1. **New or revised ordinance or resolution amendments (Y or N):** No

2. **New or revised guidelines or administrative rules (Y or N):** No

3. **Current list of commission members highlighting the names of new commission members appointed in SFY 2013:**

Anita Drake

Rachel Kline

Carrie Ann Lucas

Ann Lynn-McAbee - reappointed

Tyler Rossman

4. **Educational sessions attended by name of commission member and educational session attended:**

2013 Saving Places Conference – Denver, CO – February 6, 2013 thru February 8, 2013 –
Attended by: Anita Drake, Rachel Kline and Ann Lynn-McAbee

5. **Number of meetings held during the year? (Include the total of regular meetings, study sessions, work sessions, site visits, design review committee meetings, etc.):**

Regular Meetings: 7

Work Sessions: 10

Events/Outreach: 2

6. **List of new designations. If a designation is a historic district, count it as one designation but also state the number of properties in the historic district regardless of whether the properties are contributing or non-contributing:**

None – currently working on these for SFY 2014

7. **Total current number of all properties designated. For properties within historic districts include both contributing and non-contributing properties. Do not count a property twice that is both individually designated and located within a historic district:**

5 properties designated (3 national register landmarks and 2 local landmarks)

8. **List National and/or State Register nominations commented upon:** None

9. **Number of design review hearings including staff level reviews held for designated properties, including demolitions and relocations. If a matter was heard at more than one meeting, include each meeting separately in the count:** None

10. **Number of reviews for non-designated properties, including staff level reviews:** None

11. **Number of local tax incentives utilized listed by type of incentive (use NA if there is no program):** None

12. **Number of local government grants or loans made (use NA if there is no program):**
None

13. **Number of historic properties acquired (use NA if there is no program):** None

14. **State tax credit project review:** If the CLG reviewed state historic preservation tax credit projects, state:

- A. The number of Part I applications filed in SFY 2013 0
B. The number of Part II certifications approved in SFY 2013 0

For each Part II certification, set forth:

- A. The address of the property
B. Whether the property is residential or commercial
C. The total amount of qualified costs
D. The total tax credit

15. **Local government plan for comprehensively surveying historic properties in its jurisdiction:** Briefly describe the plan or system in place in your local government to comprehensively survey over time historic properties of all types including buildings, archaeological sites, objects, railroad cars, etc. Note: It is a CLG contractual requirement to have a plan to comprehensively survey your jurisdiction.

- The historic downtown commercial core area of Windsor was surveyed in 2009 by Adam Thomas of Historitecture, LLC and was completed in January 2010.
- The Windsor Historic Preservation Commission (HPC) and staff are working forward with identifying areas and the framework for completing a survey or surveys of residential and church properties located within the historic core of Windsor. This will likely be done in phases.

16. Local issues update:

- A. Describe preservation activities that the CLG sponsored or directed in SFY 2013. This might include public education about preservation, a historic sites survey, preparation of a historic preservation plan, participation in state historic income tax credit reviews, etc.
- On May 7, 2013, the Windsor HPC held an educational event at the Windsor Clearview Library. The event included an introduction of goals and efforts of the HPC, a viewing of the film, *Windsor: Past & Present*, and the opportunity for guests to purchase the book "Windsor," written by Rachel Kline and the Windsor-Severance Historical Society. Light refreshments and snacks were provided. Over thirty-five (35) community members showed up to the event.
 - On June 6, 2013, the Windsor HPC and Town staff hosted a booth at the All-Town BBQ/Summer Concert Series. Educational materials and brochures were given to interested parties, and information about the Historic Preservation Commission and Certified Local Government goals and efforts were presented.
- B. Describe any problems--practical, political, or financial-- encountered by the CLG in planning or implementing its activities during SFY 2013.
- It took us until the end of SFY 2013 into SFY 2014 to fill vacancies on our commission. We faced some problems in having a full commission present (or at least a quorum) to approve minutes, elect officers and make action on staff research and projects.
- C. Describe any projected activities for SFY 2014.
- Create a walking/biking/or driving tour utilizing a mobile phone application that uses narration from staff and Commission members as well as images to develop historical tours of Windsor.
 - o utilize the existing Windsor Main Mile Walking Brochure as the first test tour template (a pdf copy of this Brochure is attached to this Report submission as Attachment 9)(an important note is that this program is now part of the Historic Preservation Commission and Planning Department)
 - o expand to additional areas and destinations as applicable
 - Develop a Demolition Permit Ordinance
 - Establish the concise framework and process for local, state and national landmark designations
 - Begin identifying phases within the historic residential core of Windsor to begin surveying properties
 - Continue outreach efforts at Town events and create educational opportunities for residents
 - o Look into opportunities to work with the local schools and universities
 - Educational opportunities for grade schools
 - Expand the Commission's vision by researching more into horticulture and water history throughout Windsor

- Look into history walks that include horticulture and water landmarks (identifying points of interest with historic plaques or information boards)

ATTACHMENTS

1. New or revised ordinances.
2. New or revised guidelines or administrative rules.
3. New or revised design guidelines unless previously provided to History Colorado.
4. New or revised preservation plan unless previously provided to History Colorado.
5. Resumes/applications for new commission members appointed in SFY 2013.
6. List of designated properties
7. Public notice of commission meetings.
8. Advertisement for new commission members.
9. Windsor Main Mile Brochure

Josh Olhava/ Associate Planner

July 23, 2013

Submitted by: Name/Title

Date

(Annual Report approval will be electronically into History Colorado's database. CLGs will receive email notification.)



**To: Colorado Historic Preservation Commissions, Those Interested in
Forming a Local Commission, and Interested Citizens**

Re: COMMISSION TRAINING

YOU ARE INVITED!

**Historic Preservation Commission Training Workshop
Friday, July 11, 2014, 9:30 am to 3:30 pm
History Colorado, 1200 Broadway, Denver**

This workshop is free.

OAHP will provide lunch and museum admission.

[For Certified Local Governments, attendance satisfies the requirement for at least one commission member to attend an educational session each state fiscal year (July 1 through June 30).]

Topics will include:

- *On Your Mark!* (or how to use other organizations to make the preservation argument)
- *Pillars of Preservation, Guidelines, Boundaries* (and other evaluation stuff)
- *Preservation = Sustainability*
- *What does the Secretary of the Interior have to do with my dormer?* (and FRESH)
- *How to rebut taking claims* (and other legal stuff)
- *Building Community Support*
- *Your number one advocacy tool* (and conducting your meetings properly)
- *Economic hardship and demolition by neglect*

Please feel free to pass along this invitation to someone who may be interested. To RSVP for the workshop or to obtain further information contact **Dan Corson**, Intergovernmental Services Director, by **Tuesday, July 8, 2014**, at **(303) 866-2673** or e-mail: dan.corson@state.co.us



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Annual
NORTHEAST COLORADO
REGIONAL
HISTORIC PRESERVATION COMMISSION FORUM

When: Friday, August 8, 2014, 1:00 pm to 4:00 pm

Where: Loveland City Council Chambers, 500 East 3rd Street

Northeast Colorado has both longstanding and fairly new historic preservation commissions as well as government officials and citizens in other communities interested in establishing a commission. Eight municipalities—Berthoud, Brighton, Erie, Fort Collins, Fort Lupton, Greeley, Loveland, and Windsor—are Certified Local Governments.

The purpose of the Forum is to provide an opportunity to explore how other communities handle issues that you may be facing and to start a regional network for seeking advice.

The City of Loveland and its Historic Preservation Commission have graciously offered to host the Forum. The agenda is fairly loose and will include an opportunity for all participating to offer issues for discussion. Burning issues from 2013 are listed in the attachment.

RSVP by August 5 and direct any questions to Dan Corson, Intergovernmental Services Director, History Colorado, Office of Archaeology and Historic Preservation at dan.corson@state.co.us

Please let Dan know of other local governments or groups that should be invited. In addition to the CLGs listed above this invitation was forwarded to Brush, Fort Morgan, and Sterling.



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Northeast Colorado Regional Historic Preservation Commission Forum

Windsor, Colorado

August 2, 2013

Brush:

First designation was the Chamber of Commerce building.

How to form a commercial historic district? How are historic district boundaries determined? How does historic district designation affect property values? Advised of 2006 Brookings Institution study on property values.

Can tax credits be syndicated? This is possible with federal tax credits.

OAHP invited to present on CLG and historic districts. (Later OAHP staff offered to invite the Fort Morgan HPC to this session.)

Fort Collins:

Experiencing some increased interest in designation following demolitions of important buildings.

Designated barns and silos are not being maintained by an HOA.

For eligibility appeals, the city requires expert opinion.

Aging baby boomers offering property to city with hopes of a tax deduction.

City is involved with a Mid-Century survey and update of Old Town design guidelines.

A booming economy is resulting in many alterations and increased density.

Greeley:

Focusing on:

- *Education

- *Outreach

- *Local Designations

 - Failed district nomination has made designations more difficult.

 - Ft. Collins is using SHF – Funded context to “recruit” nominations.

 - Use survey to “drive” local designations. Send inventory forms to property owners.

Energy audit project underway with CLG grant.

Obtaining additional plaques for locally designated properties.

Possible Future Projects: Scanning Records / Digitization

Ongoing “issues” with windows, COA’s for replacement

Challenges with state-owned properties and UNC. What about quarterly meetings with UNC to discuss upcoming issues?

Loveland:

Priority is Schwartz Homestead rehabilitation in Fairground Park.

- Slated for demolition

- HPC advocated for a SAVE

- City funded stabilization

- HPC assisted with match

- Parks department wants to demolish two out buildings. Currently in negotiation.

- Lesson: DON’T GIVE UP!

Project: National Register Downtown District

Success: HPC now has a budget and funding from the City

- Walking tours for residential and commercial

- High Quality Brochure (from the HPC budget). Distributed at local hotels. Work with local marketing organizations. Want to link to offer promotions. Examples: ice cream, discounts, etc

Issues:

- Lack of HPC “Teeth”

Conflict between city departments
Need to find commonalities
Press! Public Awareness!!!
As key to Preservation Advocacy
Cemetery designation
Local designation for the Schwartz Farmstead upcoming

Morgan County:

Baptist Church not to be demolished!
Middle 1920's school in Fort Morgan vacant; DOLA feasibility study.

Windsor:

Windsor Mill rehab/use
 Discussions on and off
 Recently met with SHF, DOLA, DDA, City and Owner
Strong current Commission
Code needs to be more "user friendly"
-Lack of Demo Review
 Comparing Windsor to other ordinances
 How to balance against property rights?
Need to Strategize regarding Survey
Exploring Incentives
DDA (@ 2 years old)
 Hoping to work together
Developing new ideas:
 Outreach / Education
 Ample misinformation
 Need to promote benefits
 Improve Website
 Partner with Library for AHPM
 Downtown Video
 Q & A with Commissioners
Library: Special book selection / display at the library
Educate kids
Windsor Main Mile Walking Tour
 Mobile app evolution
 QR Codes
 Interactivity
Moving forward with residential survey
Work with Parks & Recreation to interpret trails, etc.
Include water history as part of Historic Preservation
Use of video to educate regarding survey results
Received Preserve America Designation

2014 Forum will be in Loveland!



**WINDSOR HISTORIC PRESERVATION COMMISSION
2013-2015 WORK PLAN**

	PROJECT AND TASKS	TIMEFRAMES	START DATES	COMPLETION DATES
1	Residential Property Survey	Projected Quarter for Activity	MM/DD/YY	MM/DD/YY
	➤ Create a map identifying year built of housing	4 th Quarter 2013	10/07/13	11/13/13 ongoing upgrades
	➤ Meet w/ SHPO representative(s) to discuss strategies and processes	4 th Quarter 2013	12/11/13	12/11/13
	➤ Meet w/ other jurisdictions to learn about their strategies and framework for completing a Residential Survey and Designation	1 st Quarter 2014	01/08/14	03/10/14
	➤ Develop the framework and strategy	2 nd & 3 rd Quarters 2014	05/09/14	
	➤ Develop a plan (including a phasing plan)	3 rd Quarter 2014		
2	Downtown Property Survey	Projected Quarter for Activity	MM/DD/YY	MM/DD/YY
	➤ Identify properties for designation	4 th Quarter 2013	10/09/13	11/13/13
	➤ Develop a strategy and identify the initial property owners to visit	1 st Quarter 2014	02/12/14	ongoing
	➤ Meet with the Downtown Development Authority to discuss action plan	1 st Quarter 2014		
3	Activities Associated with Landmark Designations and Certificate of Alteration Applications	Projected Quarter for Activity	MM/DD/YY	MM/DD/YY
	➤ Review Landmark Designation application and implement any relevant amendments to the application	2 nd Quarter 2014	04/30/14	
	➤ Identify process for Landmark Applications and Inquiries	2 nd & 3 rd Quarters 2014	11/08/13	11/18/13
	➤ Review Certificate of Alteration application and implement any relevant amendments to application	3 rd Quarter 2014		

4	Digital (mobile) tours	Projected Quarter for Activity	MM/DD/YY	MM/DD/YY
	➤ Develop tour centered around Windsor Main Mile	1 st Quarter 2014	03/12/14	
	➤ Develop additional tours including: churches, residences/community growth, merchants and heritage sites	3 rd & 4 th Quarters 2014		
	➤ Develop Historic Tours Handout/Map**	1 st Quarter 2015		
5	Historic Preservation Webpage & Marketing	Projected Quarter for Activity	MM/DD/YY	MM/DD/YY
	➤ Review and update historic preservation webpage	As needed	11/13/13	
	➤ Digital and Print Media Marketing	As needed	01/08/14	
6	Historic Preservation Ordinance	Projected Quarter for Activity	MM/DD/YY	MM/DD/YY
	➤ Assess criteria for nominations for designation of historic structures and implement any relevant amendments to ordinance	4 th Quarter 2014		
	➤ Assess criteria pertaining to demolition of structures fifty (50) years old or older and implement any relevant amendments to ordinance	4 th Quarter 2014		
7	Community Outreach, Public Education and Events	Ongoing	MM/DD/YY	MM/DD/YY
	➤ Conduct seminars and presentations on historic preservation	At least 1/year		
	➤ Submit articles on historic preservation to local newspapers	Semi-annually	05/26/14	

**Budget Item – could be funded w/ Grant(s)

Certified Local Government 2014 Grant Program

AUGUST 2013

**History Colorado
[Official Name: State Historical Society of Colorado]
Office of Archaeology and Historic Preservation
1200 Broadway
Denver, Colorado 80203**

GRANT APPLICATION AND MANUAL
for
HISTORIC PRESERVATION FUND CERTIFIED LOCAL GOVERNMENT
SUBGRANT PROGRAM

The activity that is the subject of this material has been financed in part with Federal funds from the National Historic Preservation Act, administered by the National Park Service, U.S. Department of the Interior for the State Historical Society of Colorado. However, the contents and opinions do not necessarily reflect the views or policies of the U.S. Department of the Interior or the Society, nor does the mention of trade names or commercial products constitute an endorsement or recommendation by the Department of the Interior or the Society.

This program receives Federal funds from the National Park Service; Regulations of the U.S. Department of the Interior strictly prohibit unlawful discrimination in departmental Federally-assisted programs on the basis of race, color, national origin, age or handicap. Any person who believes he or she has been discriminated against in any program, activity or facility operated by a recipient of Federal assistance should write to: Director, Equal Opportunity Program, U.S. Department of the Interior, National Park Service, 1849 C Street, N. W., Washington, D.C. 20240.

In addition, funds for this project were provided in part by the History Colorado, State Historical Fund.

State of Colorado
History Colorado
Office of Archaeology and Historic Preservation

**HISTORY COLORADO (COLORADO HISTORICAL SOCIETY)
CERTIFIED LOCAL GOVERNMENT SUBGRANT PROGRAM**

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HISTORY COLORADO

CERTIFIED LOCAL GOVERNMENT PROGRAM SUBGRANT APPLICATION GUIDELINES

INTRODUCTION

Certified Local Government Subgrant Program

History Colorado (HC) through the Office of Archaeology and Historic Preservation (OAHP) administers the U.S. Department of Interior's Historic Preservation Fund Program in cooperation with the U. S. Department of the Interior, National Park Service (NPS). Under this program the NPS has specified that at least ten percent (10%) of Colorado's annual program funds be subgranted to Certified Local Governments (CLGs). Currently, there are 50 CLGs in Colorado. Since 2000, Colorado's 10% requirement has been augmented with an internal grant from the State Historical Fund. The anticipated approximate total amount available for 2014 grant awards is \$150,000.

In extending this grant to your project, HC assumes the responsibility for ensuring that public money will be spent appropriately and with the maximum effectiveness. HC is held accountable by the NPS for compliance with all applicable federal laws and regulations.

Eligibility

Eligibility for participation in this federally funded grant program requires that each applicant is a CLG. Requirements for certification may be requested from HC. Any political subdivision of the state, such as a city or county, meeting the criteria set forth in the Colorado Certified Local Government Program Handbook is eligible to apply for certification. Applications for certification are accepted on an on-going basis. Only those governments which have an approved certified status as of November 15, 2013 are eligible to apply for funding under this grant program.

General Conditions

All projects must end no later than June 30, 2015. Funding decisions will be made in January 2014. In most years projects may commence as early as March. However at times finalization of federal funding has been delayed until June. These dates are important because reimbursable work can not be initiated until federal funding is available and a grant contract is fully executed by officials from the local government *and* HC. The NPS prefers that the contract is signed by your mayor or county commission chair. Please note that projects requesting funding for segments of a long-term project are not guaranteed funding for future phases. Each year's grant application will be judged on its merits for the time period of the proposed project.

All projects must meet the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation available online. Key personnel proposed to serve on the project must meet the federal minimum professional qualifications as identified in the Historic Preservation Fund Grants Manual. A copy of the professional qualification standards is included in this packet of information.

Grants will be **awarded on a competitive basis**. All CLGs are eligible to apply for funds although no applicant is guaranteed funding. **No match is currently required** for Colorado CLG grants. However, a statement describing the nature of any match--cash, in-kind or volunteer--may make the application more competitive. Many of the successful past applicants have provided a cash match or described as part of the grant application in-kind or volunteer match.

All aspects of the project must conform to OMB circulars A-87 and A-102 as well as other administrative requirements, federal regulations and the Historic Preservation Fund Grants Manual. These circulars are available online.

A sample CLG subgrant contract is provided at the end of this manual.

APPLICATION SUBMISSION INFORMATION

Application Deadline

CLG applicants must complete an application form and submit one (1) copy to the HC **on or before the application deadline of November 15, 2013**.

Applications submitted by mail must be postmarked by November 15, 2013. Please submit applications to our **NEW ADDRESS**:

Dan W. Corson, Intergovernmental Services Director
History Colorado
Office of Archaeology and Historic Preservation (OAHP)
1200 Broadway
Denver, Colorado 80203

Hand delivered applications must be received by 4:00 p.m. on November 15, 2013. The location for delivery is the same as above.

HC will not accept grant applications sent by FAX or EMAIL.

Applications submitted after the due date will not be considered for funding.

Incomplete applications will be determined ineligible and returned to the applicant.

Applicants may contact the HC Intergovernmental Services Director Dan Corson at (303) 866-2673 for assistance. Mr. Corson's e-mail address is dan.corson@state.co.us

GRANT APPLICATION REQUIREMENTS

Proposal Selection

Proposal selection will be based upon criteria established for evaluation of the application with assigned points designated for each element of the application. A copy of these criteria and point assignment is provided herein. Applicants are encouraged to read this information carefully before preparing their proposals.

Applications will be reviewed by HC staff with respect to the factors as defined in the scoring criteria including:

- Strengthening local preservation efforts.
- Statement of need.
- Public benefit including and how the results of the project will be made known to the public.
- Scope of work, objectives and outcome.
- Significance and impact of the project.
- Applicant commitment to project.
- Budget and cost effectiveness.

Every effort will be made to distribute grant funds to a maximum number of eligible localities and to ensure a reasonable distribution between urban and rural areas. Applications which are recommended for funding may be fully or partially funded. For example, a grant application for survey of 30 properties may be awarded for 20 properties.

If a grant request is comprised of more than one project, it is helpful to the grant application reviewers for the CLG to prioritize the projects. For multiple project applications, the probability that not all components will be funded is high although that is not necessarily the case.

Applicants should explain why and how the project addresses threats to historic properties as well as provide sufficient background information so that grant application reviewers understand the local context of the project.

HC STRONGLY ADVISES APPLICANTS TO DISCUSS PROJECT SCOPE OF WORK AND BUDGET WITH A PROFESSIONAL CONSULTANT PRIOR TO SUBMITTING AN APPLICATION. Grant application reviewers are generally able to determine if a project component costs are based upon estimates. If you have chosen a consultant or narrowed the field, HC advises that you relate that information in the grant application. A project may be eliminated from consideration if reviewers believe that the scope of work and budget were not based upon estimates.

Funded applications require that a contractual agreement is entered into, negotiated and fully

executed between HC and the CLG subgrantee. CLG subgrantees will be expected to have all details of the contract fully negotiated and signed copies returned to HC as soon as possible. The timeline for reimbursement payments to CLGs will be set forth in an attached exhibit to the grant contract.

Requirements for Survey Grants

HC requires specific products for survey projects. You may request a copy of these requirements and a copy of the Colorado Survey Manual by calling (303) 866-3395. A copy of the Colorado Survey Manual is also downloadable from HC's website: www.historycolorado.org

Priorities for Funding

The following types of projects generally receive favorable scores. However, this list should not dissuade an applicant from applying for another type of project. Do not hesitate to contact Dan Corson or other OAHF staff with your ideas about a grant project. In fact, this is encouraged.

- Identifying, evaluating, interpreting and/or nominating properties to the local, State or National registers.
- Protecting historic and prehistoric properties.
- Preservation planning.
- Educational such as plaques, interpretative signs, website development, videos or walking tour brochures.
- Training for commission members and staff.
- Involving innovative technology or techniques.

Reimbursement for staff time may be part of an eligible grant project, but may not be as competitive for mature programs.

Eligible projects for funding consideration include but are not limited to:

1. Surveys to identify historic/prehistoric resources in order to complete or update local cultural resource inventories.
2. Development of historic/prehistoric contexts for evaluation of resources identified during the survey process.
3. Comprehensive historic preservation planning that may include:
 - Development of community-wide preservation plans.
 - Designations of local landmark districts.
 - Development of architectural design guidelines.
 - Improvement of local historic preservation ordinances.

- Support for technical or professional administrative assistance to commissions.
4. Nomination of properties to the National, State or local register.
 5. Public education programs, activities or publications that create an awareness or understanding of local, state or federal preservation programs, or that inform broad sectors of the public on preservation issues, including website development.
 6. Educational speakers, programs, sessions and conferences for historic preservation commissioners.
 7. Innovative projects that address the application or development of new methods, tools or technologies having potential for broad application beyond a specific project.

Applications for funding will be evaluated on the basis of the above considerations as well as Scoring Criteria specified in this set of guidelines. Additionally, if grant application reviewers believe that there are more projects worthy of funding than available money, they may consider certain non-scored factors. These non-scored factors may include past performance in administering CLG grant projects, past performance on other CLG requirements such as timely submitting minutes, annual reports and state tax credit resolutions, and equitable issues such as geographic representation, number of grants awarded in previous years and maturity of a local program.

Please note that state contract management regulations require HC to consider prior contract management performance when awarding grants.

TYPES OF PROJECTS

Applicants may apply for one or more specific projects or may submit a proposal that combines more than one type of project, for example:

- A historical and architectural survey of 75 buildings or structures in the west-side neighborhood.
- A county-wide historic context on agriculture from 1890-1945.
- Preparation and production of a brochure for a historic downtown walking tours.
- Staffing for a historic preservation commission and other historic preservation program costs related to eligible project activities.

A separate budget analysis must be completed for each project included in the grant application. The application also should include a single budget sheet for the total funding request.

PLEASE NOTE: During the administration of funded projects, it is imperative that adequate

and thorough records are maintained. It is also essential that the applicant have the capability to comply with reporting deadlines on the programmatic and financial aspects of the project on an agreed upon schedule.

BUDGET INSTRUCTIONS AND CONSIDERATIONS

Remember, project costs are reimbursed and not paid in advance.

1. All costs must be properly verified and documented prior to reimbursement. Appropriate documentation may include, but is not limited to, copies of cancelled checks, billing statements, invoices and receipts, and copies of computer printouts or monthly billing statements with the appropriate dates and figures noticeably highlighted.
2. **All costs must be in payment for obligations incurred during the project period.** Obligations made prior to the start date or after the ending date of the contract will **not** be approved or reimbursed.
3. All costs must represent expenditures which are necessary to the accomplishment of approved grant objectives and as agreed to in the contract.
4. No changes or revisions to the project budget may be made without prior written request to and approval from the HC CLG grant administrator Dan Corson or his delegee.
5. Cost Categories

- a. Personnel

Project specific personnel are hired as regular employees by a CLG specifically for the grant project. Eligible costs may include salary expenses as well as other project related expenses incurred for the benefit of the project specific personnel. Costs included in a request for reimbursement **must** be supported by copies of records showing the employee name, dates and hours worked, dollar amount charged, description of work performed, as well as signatures of the employee and the employee's supervisor.

- b. Contractual Services

Contractual services are defined as services necessary for the completion of the project that are contracted by the CLG. The CLG must follow the requirements of Attachment O of OMB Circular A-102 in arranging for this type of service. Documentation on this process (procurement standards) is subject to audit.

Eligible costs may include rates only up to the maximum allowed by the NPS guidelines which is currently \$89.41 per hour. **Consultant rates per hour that exceed the allowable standards cannot be charged to the project.** Costs within the allowable rates must be supported by copies of invoices or canceled checks.

c. Supplies and Materials

Purchased supplies and materials are those bought specifically for the project. The CLG must follow the requirements of OMB Circular A-102 in the purchase of supplies and materials. Documentation of this process is subject to audit. Cost reimbursement requests must be supported by invoices and copies of canceled checks.

d. Mileage and Travel Expenses

Mileage costs may be charged to the grant budget for necessary costs incurred. Costs included for reimbursement must be supported with information as follows: Project personnel name, date of travel, purpose of travel, number of miles traveled and rate per mile claimed (the maximum authorized federal rate in our state rate of **\$0.51 per mile** (which may change by the time the project commences). Other travel costs that are approved must be supported by actual travel expense documents up to the maximum agreed upon in the contract.

**SCORING CRITERIA
FOR
CERTIFIED LOCAL GOVERNMENT SUBGRANTS FISCAL YEAR 2013**

The following selection criteria will be used to determine CLG grant awards for FY 2013 funding. Applications received by the deadline will be evaluated based on the set of criteria described below and scored according to the point assignments as indicated. Please review each of these areas carefully before preparing your proposal.

1. Project Description and Strengthening Local Preservation Efforts (20 Points)

Does the applicant demonstrate a clear understanding of preservation needs? Is the description of the project understandable and does it provide background information? Does the applicant proposal form or strengthen partnerships and/or networks? Does the project further existing local, regional or state preservation planning?

2. Statement of Need for Assistance (15 Points)

Is there evidence of responsiveness to community needs? How will members of the public benefit from this project? Is the stated need verifiable with documented factual information? Does the applicant describe how grant funds will assist in achieving preservation work that can not be solely accomplished with applicant funds?

3. Project Scope of Work, Objectives and Outcomes (20 Points)

Will the scope of work planned accomplish the stated objectives? Is the proposed timeline or schedule reasonable? Are the objectives quantifiable? Will the outcomes and/or products provide beneficial preservation results? Does the project seem likely to be completed and succeed in its goals?

4. Significance and Impact of Project (15 Points)

Does the project deal with a threatened resource? Will the project result in a National Register nomination? Does the project address properties, sites or districts listed on the National Register or State Register? Does the project have a significant impact on the local community? Does the project address/or benefit the minority or disabled community? Does the project develop historic contexts or educate and inform broad sectors of the public?

5. Applicant Commitment to the Project (15 Points)

What are the continuation plans for the project? What is the applicant source and commitment of any matching funds? Is the project part of an overall community, governmental or organizational plan? Are the applicant resources sufficient to successfully accomplish the project as proposed? What efforts are planned to educate the community about the project?

6. Budget and Cost Effectiveness (15 Points)

Is the budget consistent with the planned objectives? Are the costs reasonable in lieu of the proposed items to be produced? Is the budget supported by attached bids from experience professionals? Are costs within allowable categories for funding per federal regulations?

PROFESSIONAL QUALIFICATION STANDARDS

Historic Preservation Professional Qualifications

In the following definitions, a year of full-time professional experience need not consist of a continuous year of full-time work, but may be made up of discontinuous periods of full-time or part-time work adding up to the equivalent of a year of full-time experience.

1. **History** The minimum professional qualifications in history are a graduate degree in history or closely related field; or a bachelor's degree in history or closely related field, plus one of the following:
 - a. At least two (2) years of full-time experience in research, writing, teaching, interpretation or other demonstrable professional activity with an academic institution, historical organization or agency, museum, or other professional institutions; or
 - b. Substantial contribution through research and publication to the body of scholarly knowledge in the field of history.
2. **Archaeology** The minimum professional qualifications in archaeology are a graduate degree in archaeology, anthropology, or closely related field plus:
 - a. At least one (1) year of full-time professional experience or equivalent specialized training in archaeological research, administration or management;
 - b. At least four (4) months of supervised field and analytical experience in general North American archaeology; and
 - c. Demonstrated ability to carry research to completion.

In addition to these minimum qualifications, a professional in prehistoric archaeology shall have at least one (1) year of full-time professional experience at a supervisory level in the study of archaeological resources of the prehistoric period. A professional in historic archaeology shall have at least one year of full-time professional experience at a supervisory level in the study of archaeological resources of the historic period.

3. **Architectural History** The minimum professional qualifications in architectural history are a graduate degree in architectural history, art history, historic preservation, or closely related field, with coursework in American architectural history; or a bachelor's degree in architectural history, art history, historic preservation or closely related field, plus one of the following:

- a. At least two (2) years of full-time experience in research, writing or teaching in American architectural history or restoration architecture with an academic institution, historical organization or agency, museum or other professional institution; or
 - b. Substantial contribution through research and publication to the body of scholarly knowledge in the field of American architectural history.
4. **Architecture** The minimum professional qualifications in architecture are a professional degree in architecture, plus at least two (2) years of full-time professional experience in architecture; or a State license to practice architecture.
5. **Historic Architecture** The minimum professional qualifications in historic architecture are a professional degree in architecture or State license to practice architecture, plus one of the following:
- a. At least one (1) year of graduate study in architectural preservation, American architectural history, preservation planning or closely related field; or
 - b. At least one (1) year of full-time professional experience on historic preservation projects. Such graduate study or experience shall include detailed investigations of historic structures, preparation of historic structures research reports and preparation of plans and specifications for preservation projects.

CLG GRANT APPLICATION

. The grant application is also available on the website: www.historycolorado.org

HISTORY COLORADO

**CERTIFIED LOCAL GOVERNMENT
GRANT APPLICATION
Fiscal Year 2014**

**Office of Archaeology and Historic Preservation
1200 Broadway
Denver, Colorado 80203**

Application Deadline: November 15, 2013

HOW TO COMPLETE THE CLG GRANT APPLICATION

Please note that cash or in-kind match is no longer required for Colorado CLG grants.

The CLG grant application form is short and concise, using the format of the Colorado Common Grant Application. A complete application will consist of a cover letter, up to two pages of narrative, a scope of work and a budget. Please submit one copy to the Office of Archaeology and Historic Preservation , Attention: Dan Corson, History Colorado (Colorado Historical Society), 1200 Broadway, Denver, CO 80203. Applications must be postmarked on or before the deadline date, or hand-delivered by 4:00 p.m. on the deadline date. Applicants with questions about CLG grant policy and procedures should contact Dan Corson, Intergovernmental Services Director at (303) 866-2673 or dan.corson@state.co.us

- A. COVER LETTER. This should be a one-page letter providing a *brief* introduction of your project.

- B. NARRATIVE. This information may be provided in any format. Some applicants may choose to provide a running narrative, while others may provide a separate answer to each individual question. There is a two-page limit.
 - 1. Applicant Information. The information should inform the grant application reviewers in a *brief* summary about a CLG's historic preservation program and any recent historic preservation projects.
 - 2. Purpose of Grant. This section should provide general information about your project. You should explain how this project furthers your community's preservation plan and goals. More detailed information regarding the way in which the project will be carried out should be included in an attachment which you prepare entitled "Exhibit 1, Scope of Work."
 - 3. Evaluation. Provide information on the results you expect to obtain, how you will know if your project has been successful, and how the results of the project will be used or shared with others.
 - 4. Other. Some technical information is requested.

- C. EXHIBITS. Exhibit 1 (Scope of Work) should be provided in outline form. Exhibit 2 (Line Item Budget) should either use the blank form provided, or use that form as a format. You may also provide photographs or other documentation necessary to adequately explain your project. Because these two exhibits may become the basis for your grant award contract, variations from this format will cause delays in processing the application. Even though match is no longer required, feel free and CHS encourages you to describe in the narrative section any community match--cash, in-kind or volunteer--to the project.

CLG GRANT APPLICATION

PLEASE DO NOT USE BINDERS OR NOTEBOOKS. ONLY ONE ORIGINAL COPY OF THE PROPOSAL IS REQUIRED.

- A. COVER LETTER. Introduce the project. One page.
- B. NARRATIVE. Up to two pages.
Include the following information:
1. Applicant Information.
 - a. Brief statement of existing preservation programs;
 - b. Brief summary of recent historic preservation projects;
 - c. Description of current preservation plan and goals;
 2. Purpose of Grant. This section should include the following:
 - a. Description of the importance of your particular project and how it fits into your local government's survey plan, preservation plan, or commission or community education plan. The types of projects eligible for CLG grants are *assumed* to be important.
 - b. Description of the goals and objectives for the purpose of the grant;
 - c. Public benefit of the project;
 - d. Timetable for implementation;
 - e. How the project furthers local, state or regional preservation plans;
 - f. Other organizations, if any, participating in the project;
 3. Evaluation. Please discuss:
 - a. Expected results;
 - b. How you would define and measure success;
 - c. How will project's results be used and/or disseminated?
 4. Other.
 - a. Briefly describe applicant's ability to meet Historic Preservation Fund requirements for management of funds under Office of Management and Budget Circular A-102. Attachment G, which are auditable in accordance with General Accounting Office Standard and periodically evaluated by History Colorado.
 - b. Identify personnel and consultants proposed to carry out project activities. Describe professional qualifications and attach resumes or vitae. All staff or consultants who undertake grant-funded work must meet federal minimum professional qualifications (Guidelines are included in the CLG grant manual.)
- C. EXHIBITS. Please attach the following:
1. Scope of Work in outline form
 2. Line item budget (use attached form or format)

ORGANIZATION SUMMARY

CLG NAME: _____

ADDRESS: _____

EMPLOYER ID #: _____

CONTACT PERSON: _____

(Name)

(Title)

PHONE: Office _____ Fax _____ E-Mail _____

NAME AND TITLE OF CHIEF ELECTED OFFICIAL: _____

CONGRESSIONAL DISTRICT NUMBER: _____

PROJECT TYPE: National Register Nomination Education Survey and Planning

Historic Context Commission Training Other

NAME OF PROJECT: _____

BRIEF DESCRIPTION OF REQUEST: _____

AMOUNT OF REQUEST: _____

Start Date (must be on or after March 1, 2014): _____

End Date (must be on or before June 30, 2015): _____

Certification: This application is submitted to the Colorado Historical Society for funding consideration under the Certified Local Government provisions of the National Historic Preservation Act of 1966 as amended. I certify that _____ (CLG name) has an approved certification Agreement and is eligible for participation in this program. I understand and agree to sign a "Certification Regarding Debarment, Suspension and Other Responsibility Matter, Drug-Free Workplace Requirements and Lobbying" if awarded funds.

Signature of Chief Elected Official

Date

Title

SAMPLE CERTIFIED LOCAL GOVERNMENT CONTRACT AND EXHIBITS

The following pages are enclosed to familiarize you with the CLG contract into which you will enter if you are awarded a CLG grant for FY 2014. Please take the time to read through it to get an idea of what will be expected during the grant administration process.

If at any time during the application process or grant period you need additional assistance or clarification, please do not hesitate to contact Dan Corson, Intergovernmental Services Director, (303) 866-2673, dan.corson@state.co.us

STATE OF COLORADO
State Historical Society
Grant Agreement
with
(Name of CLG Local Government City or County)

State Model Date: 4/2/2009

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1. PARTIES

This Grant Agreement (hereinafter called “Grant”) is entered into by and between (Town, City or County of _____) (hereinafter called “Grantee”) which has been certified as a Certified Local Government (hereinafter called “CLG”) by the National Park Service, and the

STATE OF COLORADO acting by and through the State Historical Society also known as the History Colorado (hereinafter called “HC”).

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY.

This Grant shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the “Effective Date”). The State shall not be liable to pay or reimburse Grantee for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. RECITALS

A. Authority, Appropriation, And Approval

Authority to enter into this Grant exists in under the State Constitution article XVIII, §9(5) (b) (III), and funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance there of remains available for encumbering and subsequent payment of this Agreement under Encumbrance Fund Number 100, Appropriation Account 046, and Organization HP (insert year of grant, e.g. 10). Required approvals, clearance and coordination have been accomplished from and with appropriate agencies including the National Park Service that provides funding for this Grant.

B. Bid Exemption

This Grant is exempt from the competitive bid requirements of the State’s Procurement Rules. An award of funds to complete the program or project described in **Exhibit A** has been approved by HC.

C. Consideration

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Grant.

D. Purpose

HC is providing funds to Grantee for the latter to use for a CLG grant project as described in **Exhibit A** that has been determined by HC to meet the criteria for CLG grant projects in Colorado.

E. References

All references in this Grant to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

4. DEFINITIONS

The following terms as used herein shall be construed and interpreted as follows:

A. Budget

“Budget” means the budget for the Work described in **Exhibit B**.

B. Deliverables

A “Deliverable” means a producible item or items to be delivered to CHS which help ensure completion of the project.

C. Evaluation

“Evaluation” means the process of examining Grantee’s Work and rating it based on criteria established in §6 and **Exhibit A**.

D. Exhibits and other Attachments

The following are attached hereto and incorporated by reference herein: **Exhibit A** (Scope of Work including Interim Status Report, Interim Financial Report, and Final Project Report); **Exhibit B** (Budget); **Exhibit C** (List of Submittals), **Exhibit D-1** (Assurances—Non-Construction Programs), and **Exhibit D-2** (Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobby);

E. Goods

“Goods” means tangible material acquired, produced, or delivered by Grantee either separately or in conjunction with the Services Grantee renders hereunder.

F. Grant

“Grant” means this Grant, its terms and conditions, attached exhibits, documents incorporated by reference under the terms of this Grant, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

G. Grant Funds

“Grant Funds” means available funds payable by HC to Grantee pursuant to this Grant.

H. Party or Parties

“Party” means HC or Grantee and “Parties” means both HC and Grantee.

I. Project

“Project” means the tasks necessary to perform the Grant requirements set forth in **Exhibit A**.

J. References

All references here in to sections (whether spelled out or using the § symbol), subsections, or to exhibits or other attachments are to those contained in or part of this Grant unless specifically otherwise denoted.

K. Review

“Review” means examining Grantee’s Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in §6 and **Exhibits A, B, and C**.

L. Services

“Services” means the required services to be performed by Grantee pursuant to this Grant.

M. Sub-grantee

“Sub-grantee” means third-parties, if any, engaged by Grantee to aid in performance of its obligations.

N. Work

“Work” means the tasks and activities Grantee is required to perform to fulfill its obligations under this Grant and **Exhibits A, B, and C**, including the performance of the Services and delivery of the Goods.

O. Work Product

“Work Product” means the tangible or intangible results of Grantee’s Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

5. TERM and EARLY TERMINATION.

A. Initial Term-Work Commencement

The Parties respective performances under this Grant shall commence on the later of either the Effective Date or Month, Day, Year. This Grant shall terminate on Month Day, Year unless sooner terminated or further extended as specified elsewhere herein.

B. Two Month Extension

HC, at its sole discretion upon written notice to Grantee as provided in §16, may unilaterally extend the term of this Grant for a period not to exceed two months if the Parties are negotiating a replacement Grant (and not merely seeking a term extension) at or near the end of any initial term or any extension thereof. The provisions of this Grant in effect when such notice is given, including, but not limited to prices, rates, and delivery requirements, shall remain in effect during the two month extension. The two-month extension shall immediately terminate when and if a replacement Grant is approved and signed by the Colorado State Controller.

C. Early Termination

This Grant is subject to early termination in accordance with the general remedies provisions in §15 and as specifically provided for herein.

6. STATEMENT OF WORK

A. Completion

Grantee shall complete the Work and its other obligations as described herein and in **Exhibits A, B, and C** on or before Month Day, Year. The State shall not be liable to compensate Grantee for any Work performed prior to the Effective Date or after the termination of this Grant.

B. Goods and Services

Grantee shall procure Goods and Services necessary to complete the Work. Such procurement shall be accomplished using the Grant Funds and shall not increase the maximum amount payable hereunder by HC.

C. Employees

All persons employed by Grantee or Sub-grantees shall be considered Grantee’s or Sub-grantees’ employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Grant.

7. PAYMENTS TO GRANTEE

The State shall, in accordance with the provisions of this §7, pay Grantee in the following amounts and using the methods set forth below:

A. Maximum Amount

The maximum amount payable under this Grant to Grantee by CHS is 0.00, as determined by the State from available funds. Grantee agrees to provide any additional funds required for the successful completion of the Work. Payments to Grantee are limited to the unpaid obligated balance of the Grant as set forth in **Exhibit C**. Payments to Grantee are limited to the unpaid obligated balance of the Grant as set forth in **Exhibit C**.

B. Payment

i. Advance, Interim and Final Payments

Any advance payment allowed under this Grant or in **Exhibit C** shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant or such Exhibit. Grantee shall initiate any payment requests by submitting invoices to HC in the form and manner set forth in approved by HC.

ii. Interest

HC shall fully pay each invoice within 45 days of receipt thereof if the amount invoiced represents performance by Grantee previously accepted HC. Uncontested amounts not paid by HC within 45 days may, if Grantee so requests, bear interest on the unpaid balance beginning on the 46th day at a rate not to exceed one percent per month until paid in full; provided, however, that interest shall not accrue on unpaid amounts that are subject to a good faith dispute. Grantee shall invoice HC separately for accrued interest on delinquent amounts. The billing shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Available Funds-Contingency-Termination

HC is prohibited by law from making fiscal commitments beyond the term of the HC's current fiscal year. Therefore, Grantee's compensation is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions, set forth below. If federal funds are used with this Grant in whole or in part, HC's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Grant shall be made only from available funds encumbered for this Grant and HC's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State or federal funds are not appropriated, or otherwise become unavailable to fund this Grant, HC may immediately terminate this Grant in whole or in part without further liability in accordance with the provisions herein.

iv. Erroneous Payments

At HC's sole discretion, payments made to Grantee in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by Grantee, may be recovered from Grantee by deduction from subsequent payments under this Grant or other Grants, grants or agreements between the State and Grantee or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any party other than the State.

C. Use of Funds

Grant Funds shall be used only for eligible costs identified herein and/or in **Exhibit B-1**. Grantee may adjust budgeted expenditure amounts up to 10% within each line item of said Budget without approval of HC. Adjustments in excess of 10% shall be authorized

by HC in an amendment to this Grant. HC's total consideration shall not exceed the maximum amount shown herein.

D. Matching Funds

Any matching funds provided by Grantee are set forth in **Exhibit C**. Grantee shall have raised the full amount of matching funds prior to the Effective Date and shall report to HC's regarding the status of such funds upon request.

8. REPORTING - NOTIFICATION

Reports, Evaluations, and Reviews required under this **§8** shall be in accordance with the procedures of and in such form as prescribed by HC's and in accordance with **§19**, if applicable.

A. Performance, Progress, Personnel, and Funds

Grantee shall deliver interim progress reports documenting the progress of the Project to HC during the term of this Agreement using HC interim project status and interim financial reports forms, and Grantee shall also deliver to HC at the end of the project a Final Project Report, all part of **Exhibit A**, pursuant to the schedule set forth in **Exhibit C**.

B. Litigation Reporting

Within 30 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Grant or which may affect Grantee's ability to perform its obligations hereunder, Grantee shall notify HC of such action and deliver copies of such pleadings to HC's principal representative as identified herein. If HC's principal representative is not then serving, such notice and copies shall be delivered to the President of HC.

C. Noncompliance

Grantee's failure to provide reports and notify the State in a timely manner in accordance with this **§8** may result in the delay of payment of funds and/or termination as provided under this Grant.

D. SubGrants

Copies of any and all subGrants entered into by Grantee to perform its obligations hereunder shall be submitted to the State or its principal representative upon request by the State. Any and all subGrants entered into by Grantee related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subGrants be governed by the laws of the State of Colorado.

9. GRANTEE RECORDS

Grantee shall make, keep, maintain and allow inspection and monitoring of the following records:

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by HC 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 or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records (the Record Retention Period) until the last to occur of the following: (i) a period of three years after

the date this Grant is completed or terminated, or **(ii)** final payment is made hereunder, whichever is later, or **(iii)** for such further period as may be necessary to resolve any pending matters, or **(iv)** if an audit is occurring, or Grantee has received notice that an audit is pending, then until such audit has been completed and its findings have been resolved (the “Record Retention Period”).

B. Inspection

Grantee shall permit HC, the federal government and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Grantee's records related to this Grant during the Record Retention Period for a period of three years following termination of this Grant or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate Grantee's performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Grant, including any extension. If the Work fails to conform to the requirements of this Grant, HC may require Grantee promptly to bring the Work into conformity with Grant requirements, at Grantee’s sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Grantee to take necessary action to ensure that future performance conforms to Grant requirements and exercise the remedies available under this Grant, at law or inequity in lieu of or in conjunction with such corrective measures.

C. Monitoring

Grantee shall permit HC, the federal government, and other governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Grantee pursuant to the terms of this Grant using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Grantee’s performance hereunder.

D. Final Audit Report

If an audit is performed on Grantee’s records for any fiscal year covering a portion of the term of this Grant, Grantee shall submit a copy of the final audit report to HC or its principal representative at the address specified herein.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

Grantee shall comply with the provisions on this §10 if it becomes privy to confidential information in connection with its performance hereunder. Confidential information, includes, but is not necessarily limited to, state records, personnel records, and information concerning individuals.

A. Confidentiality

To the extent permitted by law, Grantee shall keep all State records and information confidential at all times and to comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of Grantee shall be immediately forwarded to the State’s principal representative.

B. Notification

Grantee shall notify its agent, employees, Sub-grantees, and assigns who may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before they are permitted to access such records and information.

C. Use, Security, and Retention

Confidential information of any kind shall not be distributed or sold to any third party or used by Grantee or its agents in any way, except as authorized by this Grant or approved in writing by the State. Grantee shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Grantee or its agents, except as permitted in this Grant or approved in writing by the State.

D. Disclosure-Liability

Disclosure of State records or other confidential information by Grantee for any reason may be cause for legal action by third parties against Grantee, the State or their respective agents. Grantee shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Sub-grantees, or assignees pursuant to this §10.

11. CONFLICTS OF INTEREST

Grantee shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Grantee's obligations hereunder. Grantee acknowledges that with respect to this Grant, even the appearance of a conflict of interest is harmful to the HC's interests. Absent HC's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations to HC hereunder. If a conflict or appearance exists, or if Grantee is uncertain whether a conflict or the appearance of a conflict of interest exists, 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 apparent conflict constitutes a breach of this Grant.

12. REPRESENTATIONS AND WARRANTIES

Grantee makes the following specific representations and warranties, each of which was relied on by HC in entering into this Grant.

A. Standard and Manner of Performance

Grantee shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in the industry, trades or profession and in the sequence and manner set forth in this Grant.

B. Legal Authority – Grantee and Grantees Signatory

Grantee warrants that it possesses the legal authority to enter into this Grant and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to

exercise that authority, and to lawfully authorize its undersigned signatory to execute this Grant, or any part thereof, and to bind Grantee to its terms. If requested by the State, Grantee shall provide the State with proof of Grantee's authority to enter into this Grant within 15 days of receiving such request.

C. Licenses, Permits, Etc.

Grantee represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorization required by law to perform its obligations hereunder. Grantee warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Grant, without reimbursement by the State or other adjustment in Grant Funds. Additionally, all employees and agents of Grantee performing Services under this Grant shall hold all required licenses or certifications, if any, to perform their responsibilities. Grantee, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Grantee to properly perform the terms of this Grant shall be deemed to be a material breach by Grantee and constitute grounds for termination of this Grant.

13. INSURANCE

Grantee and its Sub-grantees shall obtain and maintain insurance as specified in this section at all times during the term of this Grant: All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Grantee and the State.

A. Grantee

i. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), then Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Grantee shall show proof of such insurance satisfactory to the State, if requested by the State. Grantee shall require each Grant with Sub-grantees that are public entities, providing Goods or Services hereunder, to include the insurance requirements necessary to meet Sub-grantee's liabilities under the GIA.

ii. Non-Public Entities

If Grantee is not a "public entity" within the meaning of the GIA, Grantee shall obtain and maintain during the term of this Grant insurance coverage and policies meeting the same requirements set forth in §13(B) with respect to sub-Grantees that are not "public entities".

B. Sub-Grantees

Grantee shall require each Grant with Sub-grantees, other than those that are public entities, providing Goods or Services in connection with this Grant, to include insurance requirements substantially similar to the following:

i. Worker's Compensation

Worker's Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Grantee and Sub-grantee employees acting within the course and scope of their employment.

ii. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent Grantees, products and completed operations, blanket Grantual liability, personal injury, and advertising liability with minimum limits as follows: **(a)** \$1,000,000 each occurrence; **(b)** \$1,000,000 general aggregate; **(c)** \$1,000,000 products and completed operations aggregate; and **(d)** \$50,000 any one fire.

If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, Sub-grantee shall immediately obtain additional insurance to restore the full aggregate limit and furnish to Grantee a certificate or other document satisfactory to Grantee showing compliance with this provision.

iii. Automobile Liability

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.

iv. Additional Insured

Grantee and the State shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction Grants require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent).

v. Primacy of Coverage

Coverage required of Grantee and Sub-grantees shall be primary over any insurance or self-insurance program carried by Grantee or the State.

vi. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the Grantee and the State by certified mail.

vii. Subrogation Waiver

All insurance policies in any way related to this Grant and secured and maintained by Grantee or its Sub-grantees as required herein 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.

C. Certificates

Grantee and all Sub-grantees shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Grant. No later than 15 days prior to the expiration date of any such coverage, Grantee

and each Sub-grantee shall deliver to the State or Grantee certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Grant or any sub-grant, Grantee and each Sub-grantee shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this §13.

14. BREACH

A. Defined

In addition to any breaches specified in other sections of this Grant, the failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in §16. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in §15. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Grant in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

15. REMEDIES

If Grantee is in breach under any provision of this Grant, HC shall have all of the remedies listed in this §15 in addition to all other remedies set forth in other sections of this Grant following the notice and cure period set forth in §14(B). The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

A. Termination for Cause and/or Breach

If Grantee fails to perform any of its obligations hereunder with such diligence as is required to ensure its completion in accordance with the provisions of this Grant and in a timely manner, HC may notify Grantee of such non-performance in accordance with the provisions herein. If Grantee thereafter fails to promptly cure such non-performance within the cure period, HC, at its option, may terminate this entire Grant or such part of this Grant as to which there has been delay or a failure to properly perform. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder. Grantee shall continue performance of this Grant to the extent not terminated, if any.

i. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and sub-Grants with third parties. However, Grantee shall complete and deliver to CHS all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant's terms. At the sole discretion of HC, Grantee shall assign

to the State all of Grantee's right, title, and interest under such terminated orders or sub-Grants. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which HC has an interest. All materials owned by HC in the possession of Grantee shall be immediately returned to the State. All Work Product, at the option of HC, shall be delivered by Grantee to HC and shall become HC's property.

ii. Payments

HC shall reimburse Grantee only for accepted performance up to the date of termination. If, after termination by HC, it is determined that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Grant had been terminated in the public interest, as described herein.

iii. Damages and Withholding

Notwithstanding any other remedial action by HC, Grantee also shall remain liable to HC for any damages sustained by HC by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating HC's damages, until such time as the exact amount of damages due to HC from Grantee is determined. HC may withhold any amount that may be due to Grantee as HC deems necessary to protect HC, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse HC for the excess costs incurred in procuring similar goods or services. Grantee shall be liable for excess costs incurred by HC in procuring from third parties replacement Work, Services or substitute Goods as cover.

B. Early Termination in the Public Interest

HC is entering into this Grant for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or Courts. If this Grant ceases to further the public policy of the State, HC, in its sole discretion, may terminate this Grant in whole or in part. Exercise by HC of this right shall not constitute a breach of HC's obligations hereunder. This subsection shall not apply to a termination of this Grant by HC for cause or breach by Grantee, which shall be governed by §15(A) or as otherwise specifically provided for herein.

i. Method and Content

The State shall notify Grantee of such termination in accordance with §16. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Grant.

ii. Obligations and Rights

Upon receipt of a termination notice, Grantee shall be subject to and comply with the same obligations and rights set forth in §15(A)(i).

iii. Payments

If this Grant is terminated by HC pursuant to this §15(B), Grantee shall be paid an amount which bears the same ratio to the total reimbursement under this Grant as the Services satisfactorily performed bear to the total Services covered by this Grant, less payments previously made. Additionally, if this Grant is less than 60% completed, CHS may reimburse Grantee for a portion of actual out-of-pocket

expenses (not otherwise reimbursed under this Grant) incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

C. Remedies Not Involving Termination

HC, its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

i. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of this Grant pending necessary corrective action as specified by the State without entitling Grantee to an adjustment in price/cost or performance schedule. Grantee shall promptly cease performance and incurring costs in accordance with HC's directive and HC shall not be liable for costs incurred by Grantee after the suspension of performance under this provision.

ii. Withhold Payment

Withhold payment to Grantee until corrections in until corrections in Grantee's performance are satisfactorily made and completed.

iii. Deny Payment

Deny payment for those obligations not performed, that due to Grantee's actions or inactions, cannot be performed or, if performed, would be of no value to HC; provided, that any denial of payment shall be reasonably related to the value to HC of the obligations not performed.

iv. Removal

Demand removal of any of Grantee's employees, agents, or Sub-grantees whom HC deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Grant is deemed to be contrary to the public interest or not in HC's best interest.

v. Intellectual Property

If Grantee infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Grant, Grantee shall, at HC's option (a) obtain for HC or Grantee the right to use such products and services; (b) replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, (c) if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.

16. NOTICES and REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

A. HC:

Dan W. Corson
History Colorado
1200 Broadway
Denver, CO 80203
(303) 866-2673
dan.corson@state.co.us

B. Grantee:

Name and Title of Person
City or County of
Address 1
Address 2
Town, State Zip
Email

17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Grantee in the performance of its obligations under this Grant shall be the exclusive property of HC and, all Work Product shall be delivered to HC by Grantee upon completion or termination hereof. The State’s exclusive rights in such Work Product 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 such Work Product to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State.

18. GOVERNMENTAL IMMUNITY

Notwithstanding any other provision to the contrary, nothing herein shall constitute a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the Governmental Immunity Act and the risk management statutes, CRS §24-30-1501, et seq., as amended.

19. STATEWIDE GRANT MANAGEMENT SYSTEM

If the maximum amount payable to Grantee under this Grant is \$100,000 or greater, either on the Effective Date or at anytime thereafter, this §19 applies.

Grantee agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state Grants and inclusion of Grant performance information in a statewide Contract Management System.

Grantee’s performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Grant, State law, including CRS §24-103.5-101, and State Fiscal

Rules, Policies and Guidance. Evaluation and Review of Grantee's performance shall be part of the normal Grant administration process and Grantee's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Grantee's obligations under this Grant shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Grantee's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Grant term. Grantee shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Grantee demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by HC, and showing of good cause, may debar Grantee and prohibit Grantee from bidding on future Grants. Grantee may contest the final Evaluation, Review and Rating by: (a) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (b) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Grantee, by the Executive Director, upon a showing of good cause.

20. GENERAL PROVISIONS

A. Assignment and SubGrants

Grantee's rights and obligations hereunder are personal and may not be transferred, assigned or sub-granted without the prior, written consent of HS. Any attempt at assignment, transfer, or sub-granting without such consent shall be void. All assignments, sub-grants, or sub-grantees approved by Grantee or CHS are subject to all of the provisions hereof. Grantee shall be solely responsible for all aspects of sub-granting arrangements and performance.

B. Binding Effect

Except as otherwise provided in §20(A), all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

C. Captions

The captions and headings in this Grant are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

D. Counterparts

This Grant may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

E. Entire Understanding

This Grant represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein.

Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or affect whatsoever, unless embodied herein.

F. Indemnification-General

To the extent permitted by law, Grantee shall indemnify, save, and hold harmless the State of Colorado, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Sub-grantees, or assignees pursuant to the terms of this Grant; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

G. Jurisdiction and Venue

All suits, actions, or proceedings related to this Grant shall be held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

H. Modification

i. By the Parties

Except as specifically provided in this Grant, modifications of this Grant shall not be effective unless agreed to in writing by both parties in an amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies, including, but not limited to, the policy entitled MODIFICATIONS OF CONTRACTS - TOOLS AND FORMS.

ii. By Operation of Law

This Grant is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Grant on the effective date of such change, as if fully set forth herein.

I. Order of Precedence

The provisions of this Grant shall govern the relationship of the State and Grantee. In the event of conflicts or inconsistencies between this Grant and its exhibits and attachments including, but not limited to, those provided by Grantee, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. Colorado Special Provisions,
- ii. The provisions of the main body of this Grant,
- iii. **Exhibit A**, Scope of Work
- iv. **Exhibit B**, Budget
- v. **Exhibit C**, List of Submittals
- vi. **Exhibit D-1**, Assurances—Non-Construction Programs
- vii. **Exhibit D-2**, Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobby.

J. Severability

Provided this Grant can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

K. Survival of Certain Grant Terms

Notwithstanding anything herein to the contrary, provisions of this Grant requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by HC if Grantee fails to perform or comply as required.

L. Taxes

HC is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Grantee shall be solely liable for paying such taxes as the State is prohibited from paying for or reimbursing Grantee for them.

M. Third Party Beneficiaries

Enforcement of this Grant and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

N. Waiver

Waiver of any breach of a term, provision, or requirement of this Grant, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

21. FEDERAL ACKNOWLEDGEMENTS

Grantee agrees to the acknowledgement of the National Park Service funding support when describing or promoting the Project for any materials, publications, program literature, audio-visual products or related materials produced as a result of the Grant funds, appropriate acknowledgement and required Equal Employment Opportunity statement should be given as follows:

“The activity that is the subject of this material has been financed in part with Federal finds from the National Historic Preservation Act, administered by the National Park

Service, U.S. Department of the Interior for the Colorado Historical Society. However, the contents and opinions do not necessarily reflect the views or policies of the U.S. Department of the Interior or History Colorado, nor does the mention of trade names or commercial products constitute an endorsement or recommendation by the Department of the Interior or History Colorado.”

“This program receives Federal funds from the National Park Service. Regulations of the U.S. Department of the Interior strictly prohibit unlawful discrimination in departmental Federally-assisted programs on the basis of race, color, national origin, age or handicap. Any person who believes he or she has been discriminated against in any program, activity, or facility operated by a recipient of Federal assistance should write to: Director, Equal Opportunity Program, U.S. Department of the Interior, National Park Service, 1849 C Street, N.W., Washington, D.C. 20240.”

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22. COLORADO SPECIAL PROVISIONS

The Special Provisions apply to all Grants except where noted in italics.

A. 1. CONTROLLER'S APPROVAL. CRS §24-30-202 (1).

This Grant shall not be deemed valid until it has been approved by the Colorado State Controller or designee.

B. 2. FUND AVAILABILITY. CRS §24-30-202(5.5).

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. 3. GOVERNMENTAL IMMUNITY.

No term or condition of this Grant shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

D. 4. INDEPENDENT CONTRACTOR

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

E. 5. COMPLIANCE WITH LAW.

Grantee shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. 6. CHOICE OF LAW.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this grant. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision 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 shall not invalidate the remainder of this Grant, to the extent capable of execution.

G. 7. BINDING ARBITRATION PROHIBITED.

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.

H. 8. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.

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

I. 9. EMPLOYEE FINANCIAL INTEREST. CRS §§24-18-201 and 24-50-507.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Grant. 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.

J. 10. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.

[*Not Applicable to intergovernmental agreements*] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

K. 11. PUBLIC GRANTS FOR SERVICES. CRS §8-17.5-101.

[Not Applicable to Agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental Agreements, or information technology services or products and services] Grantee certifies, warrants, and agrees that it does not knowingly employ or Grant with an illegal alien who shall perform work under this Grant and shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Grant, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c), Grantee shall not knowingly employ or Grant with an illegal alien to perform work under this Grant or enter into a Grant with a Sub-grantee that fails to certify to Grantee that the Sub-grantee shall not knowingly employ or Grant with an illegal alien to perform work under this Grant. Grantee (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Grant is being performed, (b) shall notify the Sub-grantee

and the Granting State agency within three days if Grantee has actual knowledge that a Sub-grantee is employing or Granting with an illegal alien for work under this Grant, (c) shall terminate the subGrant if a Sub-grantee does not stop employing or Granting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the State program, Grantee shall deliver to the Granting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the Granting State agency, institution of higher education or political subdivision may terminate this Grant for breach and, if so terminated, Grantee shall be liable for damages.

L. 12. PUBLIC GRANTS WITH NATURAL PERSONS. CRS §24-76.5-101.

Grantee, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this Grant.

SPs Effective 1/1/09

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23. SIGNATURE PAGE

Grant Routing # 1072

THE PARTIES HERETO HAVE EXECUTED THIS GRANT

* Persons signing for Grantee hereby swear and affirm that they are authorized to act on Grantee’s behalf and acknowledge that the State is relying on their representations to that effect.

<p style="text-align: center;">GRANTEE City or County of</p> <p>By: INSERT-Name of Authorized Individual Title: INSERT-Official Title of Authorized Individual</p> <hr/> <p style="text-align: center;">*Signature</p> <p>Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO John W. Hickenlooper GOVERNOR History Colorado Edward C. Nichols, President or Designee</p> <hr/> <p style="text-align: center;">Date: _____</p>
	<p style="text-align: center;">LEGAL REVIEW John W. Suthers, Attorney General</p> <p>By: _____ Signature - Assistant Attorney General</p> <p style="text-align: center;">Date: _____</p>

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Grants. This Grant is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.

<p style="text-align: center;">STATE CONTROLLER Robert Jaros, CPA, JD</p> <p style="text-align: center;">By: _____</p> <p style="text-align: center;">History Colorado Chief Financial Officer Date: _____</p>
--

24. EXHIBIT A

SCOPE OF WORK

Including Standards and Specifications

Project Title _____

Project Number _____

1. **PROJECT PURPOSE:**

2. **SPECIFICATION OF WORK:**

3. **REQUIRED STANDARDS:**

:

4. **PRODUCTS:** The following products will be delivered to History Colorado (HC) as set forth in EXHIBIT D. **FOUR (4) ORIGINAL COPIES OF PRODUCTS (WITH THE EXCEPTION OF CULTURAL RESOURCE INVENTORY FORMS) MUST BE DELIVERED TO HC.**

a) _____

b) _____

c) _____

d) _____

*All survey projects **must include** the following required standards and required products.*

A. **REQUIRED STANDARDS FOR SURVEY PROJECTS:** The following standards are required for all survey projects:

1. Grantee agrees that all survey work shall be completed to the standards provided by the HC and detailed in the Colorado Survey Manual. Survey forms shall be provided by HC.
2. Black and white photographs submitted shall be properly labeled in accordance with the Colorado Survey Manual.

3. Survey work shall also meet the Secretary of the Interior's Standards and Guidelines for Identification and Evaluation published September 29, 1983 in the Federal Register.
Work not meeting the Secretary's Standards in the judgment of HC staff shall not be reimbursed.
4. Selection of Consultants: HC shall have the opportunity to participate in the selection of any consultants hired to conduct any portion of the above scope of work. A consultant shall meet professional qualifications described in 36 CFR 61, "Procedures for Approved State and Local Government Historic Preservation Programs, April 13, 1984," or otherwise approved by HC. Grantee shall submit to HC evidence of compliance with Federal competitive procurement requirements for professional services and subcontracts prior to reimbursement of costs. Grantee shall have final decision rights as to selection of the professional consultant hereunder. Prior to the start of the project, the designated CLG representative shall discuss the scope of work and reporting requirements with HC staff.

Grantee's agreement with the consultant shall contain the following provision:

"No member, officer, or employee of the CLG grant recipient, including advisory board, review board, or commission board members shall have any interest in the agreement or the process thereof, except that such persons may provide technical consultative, or oversight assistance in a voluntary capacity (i.e., unpaid, and the time not charged to the required matching share for the HPF grant)."

B. REQUIRED PRODUCTS FOR SURVEY PROJECTS: The following are required products for all survey projects:

1. Grantee shall prepare a draft and final survey report that follows the format outlined in the Colorado Survey Manual. Included in the final survey report shall be a map which clearly delineates the project boundaries. The map shall also identify individual properties or districts that appear to meet the National Register criteria. The survey report shall also include a listing of all the properties surveyed with their state identification numbers and an evaluation of their significance.
2. Grantee shall submit a USGS 7.5' quad map plus a city plat or planning map outlining the boundaries of the survey area with a key that identifies the boundaries of eligible districts, contributing and non-contributing properties and individually eligible properties. Each resource recorded during the project should be clearly identified on the map by appropriate site number.

3. Grantee shall conduct a minimum of one public meeting to describe the results of the project. Minutes of the meeting shall be submitted to the HC.
4. Grantee shall submit all Inventory forms completed for the survey. These shall be typed with photographs placed in appropriate archival sleeves and attached to the forms.

INTERIM STATUS REPORT

CLG Name _____

Project Title _____

Project Number _____

Please check one:

- _____ Interim report # 1 (_____ to _____)
- _____ Interim report # 2 (_____ to _____)
- _____ Interim report # 3 (_____ to _____)
- _____ Interim report # 4 (_____ to _____)

Please check one:

- _____ Original projection
- _____ Amendment

Print or type legibly. Complete each section (if not applicable, answer NA).

Column A: List all project products/deliverables (refer to Attachment B, Exhibit 1 "Project Scope of Work, Standards and Specifications" of your contract).

Column B: Indicate the original projection or anticipated completion date for that particular product per the contract agreement.

Column C: Indicate with a yes/no whether or not that particular product is being submitted this quarter or what numerical amount of the product is being submitted.

Column D: Indicate the cumulative actual or percentage (%) completed at this time.

A. Products/Deliverables	B. Original Projection/Completion Date	C. Submitted this period? Yes or No	D. Cumulative actual or % completed at this time.
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

COMMENTS: _____

Prepared by: Signature/Print name/Title

Date

Approved: Colorado Historical Society

Date

INTERIM FINANCIAL REPORT

CLG Name
Title/Project Number

Project

(1st, 2nd, 3rd, or 4th) Financial Report covering period of _____ to _____.

NOTE: DOCUMENTATION FOR ALL EXPENSES MUST BE ATTACHED (receipts, canceled check copies, sub-contract copies, invoices, etc.).

PAYEE/DONOR NAME	PROJECT HOURS	HOURLY RATE	GRANT COSTS	MATCH (if any)	TOTAL	PROJE /DESC
Personnel:						
Subtotal						
Contractual Services:						
Subtotal						
Travel:						
Subtotal						
Materials/Supplies/Other Expenses:						
TOTALS:						
A. 1ST INTERIM REPORT TOTALS						
B. 2ND INTERIM REPORT TOTALS						
C. 3RD INTERIM REPORT TOTALS						
D. 4TH INTERIM REPORT TOTALS						
E. TOTAL PROJECT COSTS						

I certify that all information contained in this report and its accompanying documentation are true and correct; and that all professional services contracts and grant-assisted purchases of equipment and supplies were procured in accordance with the required competitive procurement procedures.

Grant Recipient (Signature/Print name,
Title) _____
_ Date _____

Colorado Historical Society Approval

_ Date _____

FINAL PROJECT REPORT

CLG Name _____

Project Title _____

Project Number _____

Total Project Cost _____

Amendments with
Approved Dates _____

Major Work Items Planned: _____

Actual: _____

Budget Items	Planned	Amended	Actual
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
TOTAL	_____	_____	_____

Additional Information _____

Publication Name _____
Date _____ Four copies plus PDF enclosed

CLG Representative Signature/Print Name Date

Title

Approved: History Colorado _____ Date

25. EXHIBIT B

BUDGET

Project Title _____

Project Number _____ --- _____

CATEGORIES

1. Personnel

A) _____

B) _____

C) _____

2. Contractual

A) _____

B) _____

C) _____

3. Travel

A) _____

B) _____

C) _____

4. Materials, supplies and other expenses (identify)

A) _____

B) _____

C) _____

TOTAL _____

26. EXHIBIT C

LIST OF SUBMITTALS

Project Performance and Payment Schedule

Project Title: _____

Project Number: _____

PRODUCT	DATE DUE	HC RESPONSE	PAYMENT DUE
----------------	-----------------	--------------------	--------------------