

**Grand Junction Regional Airport Authority**



**Date: May 14, 2024**

**Location:**

GRAND JUNCTION REGIONAL AIRPORT  
2828 WALKER FIELD DRIVE  
GRAND JUNCTION, CO 81506  
AIRPORT TERMINAL - 3rd FLOOR CONFERENCE ROOM

**or**

Electronic Meeting

Link: <https://us02web.zoom.us/j/81643708297?pwd=L0VBeTEzV0RuSVc1c25wS1Rha1RSZz09>

Time: 11:30 AM

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**REGULAR MEETING AGENDA**

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- I. Call to Order**
- II. Pledge of Allegiance**
- III. Approval of Agenda**
- IV. Commissioner Comments**
- V. Citizens Comments**

The Grand Junction Regional Airport Authority welcomes respectful public comments at its meetings. The Citizens Comment section is open to all individuals that would like to comment. If you wish to speak under the Citizens Comment portion of the agenda, please e-mail your comment to the Board Clerk ([boardclerk@gjairport.com](mailto:boardclerk@gjairport.com)) 15 minutes prior to the meeting. Comments not related to specific agenda items will be addressed during the citizen comment section of the agenda. Citizen comments related to a specific action item will be addressed during the discussion of that action item. The Board Chair will indicate when you may come forward and comment. Please state your name for the record. Presentations are limited to **three minutes** and yielding time to others is not permitted. Speakers are to address the Chair, not each other or the audience, and are expected to conduct themselves in an appropriate manner. The use of abusive or profane language shall not be allowed. No debate or argument between speakers and/or members of the audience shall be permitted.

**VI. Consent Agenda**

- A. [April 16, 2024 Meeting Minutes](#) 1
  - Approve the April 16, 2024 Board Meeting Minutes.

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**May 14, 2024**

- B. [Airport Insurance Policy Renewal](#) 2
  - Approve the renewal of property and casualty insurance brokered by HUB International for the period June 1, 2024 – May 31, 2025.
- C. [Agreement for the Mutual Use of Surveillance Cameras with the City of Grand Junction Police Department](#) 3
  - Approve Agreement for the Mutual Use of Project NOLA Surveillance Cameras with the Grand Junction Police Department and authorize the Executive Director to sign.

## **VII. Action**

- A. [Bureau of Land Management Lease Amendment](#) 4
  - Approve Lease Amendment with Bureau of Land Management and authorize Executive Director to sign.
- B. [Gensler Scope of Work](#) 5
  - Approve Gensler Scope of Work in the amount of \$160,000 to develop a guiding visioning document and authorize the Executive Director to sign.
- C. [CDOT Division of Aeronautics Grant 24-GJT-01](#) 6
  - Approve CDOT Grant Agreement 24-GJT-01 for \$425,000 for AIP and BIL grants and authorize the Executive Director to sign.
- D. [CDOT Division of Aeronautics Grant 24-GJT-02](#) 7
  - Approve CDOT Grant Agreement 24-GJT-02 for \$900,000 for Aircraft Rescue Fire Fighting (ARFF) Truck Replacement and authorize the Executive Director to sign.

## **VIII. Staff Reports**

- A. Legal Update (Dan Reimer)
- B. Executive Director Report (Angela Padalecki)

## **IX. Any other business which may come before the Board**

## **X. Adjournment**



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**Grand Junction Regional Airport Authority Board**  
**Regular Board Meeting**  
Meeting Minutes  
April 16, 2024

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**REGULAR BOARD MEETING**

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**I. Call to Order**

Mr. Tom Benton, Board Chairman, called the Meeting of the Grand Junction Regional Airport Authority Board to order at 11:30 AM on April 16, 2024 in Grand Junction, Colorado and in the County of Mesa. The meeting was hosted in the 3<sup>rd</sup> floor conference room as well as electronically.

<p><b><u>Commissioners Present:</u></b></p> <p>Tom Benton (Chairman) Linde Marshall (Vice Chairman) Ron Velarde Thaddeus Shrader Randall Reitz Cody Davis Chris West</p> <p><b><u>Airport Staff:</u></b></p> <p>Angela Padalecki (Executive Director) Dan Reimer (Counsel) Jennifer Kroeker Dylan Heberlein Kristina Warren Ben Peck Cameron Reece (Clerk) Dylan Peterson Heather Portenier</p>	<p><b><u>Guests:</u></b></p> <p>Jeremy Lee, Mead and Hunt Colin Bible, Garver Lee Kleinman Wendy, Aquila Protective Services Rob, Aquila Protective Services Brent Anderson, Garver Ken Mitchell, Sequent</p>
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**II. Pledge of Allegiance**

**III. Approval of Agenda**

*Commissioner Marshall made a motion to approve the April 16, 2024 Board Agenda. Commissioner Shrader seconded the motion. Voice Vote: All Ayes; motion carries.*

*April 16, 2024 Minutes – Page 1*

#### **IV. Commissioner Comments**

*Commissioner Reitz commented to inform Commissioners that himself and Commissioner Davis are on a committee for a campaign for I-70 interchange and reached out to Commissioner Shrader to join the committee.*

*Commissioner Velarde commented to thank Angela and the staff of the airport for a wonderful experience of being a Commissioner. Commissioner Velarde also thanked Chairman Benton for his leadership as well.*

*Commissioner Benton thanked and recognized both Commissioner Velarde, and commissioner Reitz for their time and efforts on the board.*

#### **V. Citizen Comments**

*No Citizen Comments were made.*

#### **VI. Executive Session**

*Commissioner Shrader made a motion to move into Executive Session for the purpose of considering personnel matters as authorized by Colorado Revised Statute Section 24-6-402(4)(f), specifically including the Executive Director's annual review, and employment contract. Commissioner Velarde seconded the motion. Voice Vote: All Ayes; motion carried.*

*Commissioner Shrader made a motion to move from Executive Session back into a public meeting. Commissioner Velarde seconded the motion. Voice Vote: All Ayes; motion carried.*

#### **VII. Consent Agenda**

##### **A. March 12, 2024 Meeting Minutes**

Approve the March 12, 2024 Board Meeting Minutes.

##### **B. General Counsel Engagement Letter – Daniel S Reimer LLC**

Approve engagement letter for Daniel S Reimer LLC to provide representation as general counsel to the Grand Junction Regional Airport Authority.

*Commissioner West made a motion to approve the Consent Agenda. Commissioner Davis seconded the motion. Voice Vote: All Ayes; motion carries.*

#### **VIII. Action**

##### **A. Recommendation of Award Security Guard Services**

*Approve the selection of Aquila Protective Services (APS) to provide security guard services for the Grand Junction Regional Airport and authorize the Executive Director, or her designee, to execute a contract agreement with APS for a term of three years with two, one-year extension options.*

*Commissioner Marshall made a motion to Approve the selection of Aquila Protective Services (APS) to provide security guard services for the Grand Junction Regional Airport and authorize the Executive Director, or her designee, to execute a contract agreement with APS for a term of three years with two, one-year extension options. Commissioner Reitz seconded the motion. Voice Vote: All Ayes; motion carries.*

**B. Instrument of Release for 27.25 Road**

*Approve the Instrument of Release and authorize the Executive Director to sign, in substantially the form as attached.*

*Commissioner Davis made a motion to Approve the Instrument of Release and authorize the Executive Director to sign, in substantially the form as attached Commissioner Velarde seconded the motion. Voice Vote: All Ayes; motion carries.*

**C. Special Warranty Deed Conveying Property to City of Grand Junction**

*Approve the Special Warranty Deed and authorize the Executive Director to sign, in substantially the form as attached.*

*Commissioner Davis made a motion to Approve the Special Warranty Deed and authorize the Executive Director to sign, in substantially the form as attached. Commissioner Velarde seconded the motion. Voice Vote: All Ayes; motion carries.*

**D. FAA Reimbursable Agreement Temporary Navigational Aid Design and Construction associated with the Runway 12/30 Relocation Amendment**

*Amend the previously approved Agreement AJW-FN-WSA-22-NM-005067 with the FAA to design and temporarily relocate navigational aids and authorize the Executive Director to sign the Agreement to a revised amount of \$857,338.42 from the previously approved amount of \$538,630.26.*

*Commissioner Shrader made a motion to Amend the previously approved Agreement AJW-FN-WSA-22-NM-005067 with the FAA to design and temporarily relocate navigational aids and authorize the Executive Director to sign the Agreement to a revised amount of \$857,338.42 from the previously approved amount of \$538,630.26. Commissioner Marshall seconded the motion. Voice Vote: All Ayes; motion carries.*

**E. Executive Director Employment Contract Amendment**

*Approve the proposed fifth amendment to the Executive Director's Employment Agreement.*

*Commissioner West made a motion to Approve the proposed fifth amendment to the Executive Director's Employment Agreement Commissioner Velarde seconded the motion. Voice Vote: All Ayes; motion carries.*

**IX. Staff Reports**

- A. Executive Director Report (Angela Padalecki)
- B. Finance and Activity Report (Jennifer Kroeker)
- C. CIP Update (Colin Bible)

**X. Any other business which may come before the Board**

**XI. Adjournment**

The meeting adjourned at approximately 12:55pm

*Audio recording of the complete meeting can be found at  
[https://qjairport.com/Board Meetings](https://qjairport.com/Board_Meetings)*

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Tom Benton, Board Chairman

**ATTEST:**

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Cameron Reece, Clerk to the Board

## Grand Junction Regional Airport Authority

### Agenda Item Summary:

TOPIC:	Airport Insurance Policy Renewal		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Approve the 2024-2025 renewal of property and casualty insurance brokered by HUB International for a total renewal cost of up to \$200,000		
DISCUSSION:	<p>As our broker, HUB International requests bids from various insurance agencies on behalf of the Airport for our general liability, automobile, property, inland marine, and public officials' liability policies and recommends the carriers with the best pricing and coverage options. Based on (i) quotes obtained by HUB on our behalf, and (ii) based on staff evaluation of the deductible and insured value options, we are recommending renewal for the policy period from June 1, 2024-June 1, 2025 with estimated premiums and broker fees totaling \$176,300. The quotes received from the existing carriers represents an increase of \$16,795.68 (10.5%) in our total premiums for the year.</p> <p>The majority of the rate increase (\$10,199) was in property coverage due to an overall rate increase due to market pressure.</p> <p>The attached proposal from HUB includes current quotes and additional supporting analysis on the changes in policies. Staff would like to continue to work with HUB to optimize the value of the insurance to the Airport, and asks the Board to approve the insurance renewal for a total cost of up to \$200,000, deductibles that are no more than \$100,000, increase insured values as needed and with at least the current level of coverage in the provided quotes to provide flexibility for staff to finalize insurance policies.</p>		
REVIEWED BY:	Executive Director and Finance Manager		
FISCAL IMPACT:	Estimated 2024 Calendar Year Premium Costs: \$176,300 2024 Operating Budget \$200,000		
ATTACHMENTS:	HUB P&C Renewal Proposal		
STAFF CONTACT:	Jennifer Kroeker 970-248-8581 jkroeker@gjairport.com		



# Property & Casualty Insurance Proposal

Policy Term: June 1<sup>st</sup>, 2024 to June 1<sup>st</sup>, 2025






The strength of an international  
company, right where you do business




2742 Crossroads Blvd, Grand Junction, CO 81506  
TOLL FREE: 888-795-0300 | FAX: 866-243-0727



## HUB Team

Name	Title	Responsibilities
<b>Account Management</b>		
<b>Tim Blanchard</b> 	<b>HUB Colorado President</b>	<b>Chief Executive Officer for HUB Colorado</b> Email: <a href="mailto:Timothy.blanchard@hubinternational.com">Timothy.blanchard@hubinternational.com</a> Cell: (970) 250-5904
<b>Jennifer Walker</b> 	<b>Diversified Practice Group Leader</b>	<b>Lead marketing and carrier relationship manager</b> Email: <a href="mailto:Jennifer.walker@hubinternational.com">Jennifer.walker@hubinternational.com</a> Direct: (719) 546-6829 Cell: (719) 250-3241
<b>Telisha Marshall</b> 	<b>Account Manager</b>	<b>Day-to-day service contact and manager</b> Email: <a href="mailto:Telisha.Marshall@hubinternational.com">Telisha.Marshall@hubinternational.com</a> Direct: (720) 207-2412

## 2024 - 2025 Renewal Proposal

Name	Title	Responsibilities
<b>Colorado Processing Unit (CPU)</b>		<b>Certificate and Endorsement Processing</b> This team consists of four processors located throughout our state that focus on the processing of certificates and endorsement to ensure a timely response for our clients. <a href="mailto:Sw.cocerts@hubinternational.com">Sw.cocerts@hubinternational.com</a>
<b>Specialty Services</b>		
<b>Rick Shassetz</b> 	<b>Senior Risk Consultant</b>	<b>Local risk services contact, specializing in compliance</b> Email: <a href="mailto:Rick.shassetz@hubinternational.com">Rick.shassetz@hubinternational.com</a> Cell: (720) 281-5440
<b>Gary Wetter</b> 	<b>Senior Claims Manager</b>	<b>Lead claims advocate and liaison</b> Email: <a href="mailto:Gary.wetter@hubinternational.com">Gary.wetter@hubinternational.com</a> Direct: (720) 207-2416 Cell: (303) 656-8927
<b>Patti Speedy</b> 	<b>Claim Advocate</b>	<b>Day –to-day claim handling</b> Email: <a href="mailto:Patti.speedy@hubinternational.com">Patti.speedy@hubinternational.com</a> Direct: (720) 207-2384

## Items For Discussion

Overall premiums increased by 10% based on the following:

- Rate and exposure breakdown can be found in the following pages
- The Commercial Auto rate has increased 7% which is in line with current market conditions

### Property

- Deductible options of \$25k and \$50k included
- Total insurable value remained the same however, the rate increased by 20% - this is attributed to rate increases that Chubb's property program has taken overall as well as GJRA's loss experience
  - Lightning strike claim | DOL: 8/18/2023 | Total Incurred: \$110,603











### Airport Liability

- Chubb took a 15% rate increase this year independent of exposure increases however, they honored a 7.5% increase this year despite the increase in exposure

### Public Officials Liability

- The incumbent rates increased slightly; additional options will be provided (expected range is \$25K-\$30K)

## Premium Summary

Coverage	2023-2024 Expiring		2024-2025 Renewal	
	Carrier	Premium	Carrier	Premium
Property	CHUBB®	\$51,113	CHUBB®	\$61,312***
Inland Marine		\$1,776		\$1,776
Inland Marine-Fire Trucks Only		\$14,017		\$14,437
Airport Liability	CHUBB®	\$32,522	CHUBB®	\$34,961
Automobile	TRAVELERS® 	\$17,073	TRAVELERS® 	\$18,210
Public Officials Liability		\$31,872.32		\$33,750**
Crime: 3-year policy (expires 2026)	TRAVELERS® 	\$1,854	TRAVELERS® 	\$1,854
Professional Services Fee		\$10,000		\$10,000
<b>TOTAL</b>	<b>\$159,504.32</b>		<b>\$176,300</b>	




\* Includes applicable surplus lines taxes and fees














\*\*Premium Indication – not the final renewal offer

\*\*\*Deductible options available

Premiums noted above include terrorism/war coverage, if applicable

## Historical Premium vs. Exposure Comparison

Expiring vs. Renewal Comparison Exposure / Rate / Premium Analysis						
						
Line of Business	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
	 TRAVELERS	CHUBB	CHUBB	CHUBB	CHUBB	CHUBB
<b>Property</b>	Premium & Exposures	Premium & Exposures	Premium & Exposures	Premium & Exposures	Premium & Exposures	Premium & Exposures
♦ Exposure (Total Insured Values)	\$40,851,988	\$49,766,000	\$49,025,400	\$57,064,250	\$58,694,710	\$58,694,710
♦ Exposure - Year over Year Change (%)		22%	-1%	16%	3%	0%
♦ Rate (Per \$100 of TIV)	\$0.09	\$0.06	\$0.07	\$0.076	\$0.087	\$0.104
♦ Rate - Year over Year Change (%)		-29%	13%	5%	15%	20%
Premium - Including Taxes & Fees (if applicable)	\$36,548	\$31,633	\$35,258	\$43,210	\$51,113	\$61,312
Renewal vs. Expiring - Year over Year Change (\$)		-\$4,915	\$3,625	\$7,952	\$7,903	\$10,199
Renewal vs. Expiring - Year over Year Change (%)		-13%	11%	23%	18%	20%
<b>Airport Liability</b>	Premium & Exposures	Premium & Exposures	Premium & Exposures	Premium & Exposures	Premium & Exposures	Premium & Exposures
		CHUBB	CHUBB	CHUBB	CHUBB	CHUBB
♦ Exposure (Enplaned Passengers)	140,133	149,300	251,830	251,000	240,000	260,000
♦ Exposure - Year over Year Change (%)		7%	69%	0%	-4%	8%
♦ Rate (Per \$1,000 of Passengers)	\$173.66	\$175.34	\$111.75	\$120.53	\$135.51	\$134.47
♦ Rate - Year over Year Change (%)		1%	-36%	8%	12%	-1%
Premium - Including Taxes & Fees (if applicable)	\$24,336	\$26,179	\$28,142	\$30,254	\$32,522	\$34,961
Renewal vs. Expiring - Year over Year Change (\$)		\$1,843	\$1,963	\$2,112	\$2,268	\$2,439
Renewal vs. Expiring - Year over Year Change (%)		8%	7%	8%	7%	7%

Expiring vs. Renewal Comparison Exposure / Rate / Premium Analysis						
						
Line of Business	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Business Auto	Premium & Exposures	Premium & Exposures	Premium & Exposures	Premium & Exposures	Premium & Exposures	Premium & Exposures
						
♦ Exposure (Power Units)	12	12	14	14	15	14
♦ Exposure - Year over Year Change (%)		0%	17%	0%	7%	-7%
♦ Rate (Per Unit)	\$758	\$987	\$943	\$999	\$1,138	\$1,301
♦ Rate - Year over Year Change (%)		30%	-4%	6%	14%	14%
Premium - Including Taxes & Fees (if applicable)	\$9,092	\$11,846	\$13,200	\$13,982	\$17,073	\$18,210
Renewal vs. Expiring - Year over Year Change (\$)		\$2,754	\$1,354	\$782	\$3,091	\$1,137
Renewal vs. Expiring - Year over Year Change (%)		30%	11%	6%	22%	7%
Public Officials Liability	Premium & Exposures	Premium & Exposures	Premium & Exposures	Premium & Exposures	Premium & Exposures	Premium & Exposures
						
♦ Limits of Liability (Per Million)	\$1,000,000	\$2,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000
♦ Limits of Liability - Year over Year Change (%)		100%	50%	0%	0%	0%
♦ Rate - Year over Year Change (%)	\$21,230.36	\$15,780.12	\$10,559.90	\$10,559.90	\$10,624.00	\$11,250.00
Premium - Including Taxes & Fees (if applicable)	\$21,230	\$31,560	\$31,680	\$31,680	\$31,872	\$33,750
Renewal vs. Expiring - Year over Year Change (\$)		\$10,330	\$119	\$0	\$192	\$1,878
Renewal vs. Expiring - Year over Year Change (%)		0.01%	0.38%	0.00%	0.61%	5.89%
All Lines	\$91,206	\$101,218	\$108,280	\$119,126	\$132,580	\$148,233
Renewal vs. Expiring - Year over Year Change (\$)		\$10,012	\$7,061	\$10,846	\$13,454	\$15,653
Renewal vs. Expiring - Year over Year Change (%)		11%	7%	10%	11%	12%

## Grand Junction Regional Airport Authority

### Agenda Item Summary

TOPIC:	Agreement for the Mutual Use of Surveillance Cameras with the City of Grand Junction Police Department		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Approve Agreement for the Mutual Use of Project NOLA Surveillance Cameras with the Grand Junction Police Department and authorize the Executive Director to sign.		
SUMMARY:	<p>The Grand Junction Police Department (GJPD) has requested to install five surveillance cameras on the Airport as part of a city-wide initiative to deter crime. Four of the cameras would be installed on the front and back of the terminal building, and one would be installed on the north side of the ARFF station. The GJPD has entered into an agreement with Project NOLA (a non-profit national crime prevention camera program) by which Project NOLA provides surveillance cameras, digital storage, and access to the video.</p> <p>The agreement allows the GJPD to install Project NOLA surveillance cameras and to connect these cameras to a power source and internet/data source on Airport property. The cameras will be provided on loan and maintained by Project NOLA. GJRAA will provide the mounting location in addition to the power source and internet connection required to operate the cameras. Footage from the cameras will be independent of the Airport's internal surveillance feeds but can be made available to GJRAA upon request.</p>		
REVIEWED BY:	Execute Director and Legal Counsel		
FISCAL IMPACT:	Not to exceed \$6,850 for utilities and site prep		
ATTACHMENTS:	Agreement for the Mutual Use of Project NOLA Surveillance Cameras		
STAFF CONTACT:	Dylan Heberlein <a href="mailto:dheberlein@gjairport.com">dheberlein@gjairport.com</a> 970-248-8596		



# GRAND JUNCTION POLICE DEPARTMENT

555 UTE AVE, GRAND JUNCTION, CO 81501

## AGREEMENT FOR THE MUTUAL USE OF PROJECT NOLA SURVEILLANCE CAMERAS

This Agreement is made and entered into as of this day of \_\_\_\_\_ 2024 by and between the City of Grand Junction and the Grand Junction Police Department (herein referred to as "GJPD") and **The Grand Junction Regional Airport in Grand Junction, CO** (herein referred to as the "Business") and may be referred to collectively as the "Parties."

### ACKNOWLEDGEMENTS

The GJPD has partnered with Project NOLA to assist in accomplishing the mission of the GJPD. Project NOLA is a non-profit national crime prevention camera program;

Project NOLA is a 501(c)(3) nonprofit organization that provides infrastructure for real-time crime monitoring which includes live monitoring of video feeds by Project NOLA or the GJPD and a participating community partner;

The GJPD has entered into an agreement with Project NOLA cameras by which Project NOLA provides surveillance cameras, digital storage, and access to the video, and the GJPD has the authority to enter into this third-party agreement with the Business which will host camera(s) on the Business's property;

The Business has agreed to become a community partner with GJPD in an effort to improve the community's quality of life and to defend the community against crime and the threat of crime;

The GJPD and Business recognize the important role of public and community relationships in providing effective public safety measures and both Parties benefit from the partnership created by this Agreement;

The GJPD and Business further recognize that technological advancements offer the ability to provide real-time intelligence to police officers responding to in-progress situations and provide quality evidence and/or information useful in the investigation of criminal events;

The Business desires to assist the GJPD and other public safety partners in providing access to surveillance of certain agreed upon portions of the Business's private property and public areas around this property.





# GRAND JUNCTION POLICE DEPARTMENT

555 UTE AVE, GRAND JUNCTION, CO 81501

## AGREEMENT

1. The Business gives consent and authorizes the GJPD and its employees to physically install Project NOLA surveillance cameras and to connect these cameras to a power source, and internet/data source on the Business's property, according to the attached plan (Attachment A). The Business agrees that GJPD will not be charged or incur any costs associated with connection to any power or internet/data source.
2. The Business acknowledges the Project NOLA surveillance cameras are the property of Project NOLA on loan to GJPD for the purposes described herein. The Business acknowledges Project NOLA surveillance cameras are active, may be monitored by Project NOLA and/or the GJPD and record twenty-four hours a day, seven days a week, and may observe all activity, criminal and non-criminal, on the Business's property, within view of the camera(s). The Business further acknowledges that Project NOLA maintains and owns all video surveillance footage and authorizes GJPD to use this video for the purposes provided herein.
3. The Business gives consent and authorizes any member of the GJPD, at the discretion of the GJPD, to access the property where the Project NOLA surveillance camera is installed at reasonable time and with notice to a representative of the Business to conduct maintenance of the camera or remove the camera from the above listed private property. If the camera is capable of moving (pan, tilt, or zoom), the Business agrees not to move the view of the camera without prior authorization of a representative of the GJPD. The Business agrees not to tamper, move, disrupt, unplug, or alter the equipment without the prior authorization of a GJPD representative. The business agrees not to make or distribute a recording of the video without prior authorization of a representative of the GJPD.
4. The Business reserves the right to end this agreement and request the GJPD to remove the Project NOLA surveillance camera from the above listed property by written or verbal notice to a GJPD officer. Upon notice of termination, the GJPD shall terminate the streaming and recording of the camera so long as there is no active public safety incident, in the opinion of the GJPD, occurring where the camera is necessary to preserve life, health, or the safety of any person or property. The Business agrees not to terminate the power or internet connectivity of the equipment if the GJPD advises there is an active public safety incident. The GJPD shall remove equipment at the earliest time that is mutually agreeable to the Parties.
5. The Business authorizes the GJPD to access the Project NOLA camera feeds in both real-time and with the ability to access available older recordings for investigative purposes. The Business hereby waives any and all privacy rights it may have to areas and activities that are viewable by the camera from the placement of the equipment. Nothing in this agreement waives or limits any privacy rights held by third parties that are unwaivable by the Business. Further, the Business waives all privacy rights it may have as to its employees, agents, assignees, representatives, or



# GRAND JUNCTION POLICE DEPARTMENT

555 UTE AVE, GRAND JUNCTION, CO 81501

successors for the same viewable area to the extent the Business has limited the expectation of privacy of those employees, agents, assignees, representatives, or successors through policy, contract, or other method. The Business understands that the area viewable to the camera are being recorded at all times and are thus available for review by Project NOLA, and the GJPD.

6. The GJPD will maintain overall administrative access rights and control of the Project NOLA cameras installed at the Business. The GJPD will have discretion on the length of time the recorded video will be accessible. Any recorded video that is deemed by the GJPD to be of evidentiary value in a case will be downloaded and maintained at the discretion of the GJPD.
7. It is understood by The Business that the GJPD is not a monitoring service and may or may not access the camera feeds located at the business. GJPD, in its reasonable discretion, may access the camera feeds and proactively monitor, when it deems it necessary to do so. The Business also understands that Project NOLA and the GJPD are not actively monitoring the camera feeds at all times and do not warrant that anyone will actively monitor the camera feeds at any time, and make no warranty or guarantee of police services based on the placement of camera(s) at the Business. The Project NOLA camera(s) are not intended to replace, be a part of, or connect to a security/surveillance system owned and operated by the Business for its own interests. The Business acknowledges that if criminal activity is observed by Project NOLA surveillance cameras, either Project NOLA or the GJPD may initiate emergency response by members of area law enforcement, or their designees, to the Business's property or surrounding area, with or without a specific request for law enforcement service prior to response.
8. The Business agrees to release, discharge, and covenant not to sue the GJPD, the City of Grand Junction, and its elected or appointed officers, agents, employees, attorneys, and their respective successors and/or assigns (each a "Releasee") from and with respect to any and all liability, claim(s), demand(s), action(s), suit(s), right(s) and/or cause(s) of action of whatever kind or nature, now or hereafter existing, whether known or unknown, present or future, foreseen or unforeseen, whether caused by the negligence of the GJPD or a Releasee or otherwise, that may arise from the installation, maintenance, use or removal of Project NOLA equipment, and any criminal activity that may occur on the Business's property or against the Business, including, without limitation, any damage to property, privacy, lost profits, or bodily and/or personal injury in connection therewith. The Business further agrees to indemnify and hold harmless the GJPD and any Releasee from and against any loss, damage, claim, suit, liability, demand, cost and/or expense, paid or incurred by the GJPD or any Releasee, or asserted against any of them (including attorney's fees, court costs, and disbursements) caused in whole or in part, by, or arising directly or indirectly out of the installation, maintenance, use or removal of Project NOLA equipment, and/or any criminal activity that may occur on the Business's property or against the Business and/or breach of this Agreement. Business is not responsible for the negligent, reckless, or intentional use or misuse of any recorded video by the City of Grand Junction or GJPD or their employees, agents, or representatives.



# GRAND JUNCTION POLICE DEPARTMENT

555 UTE AVE, GRAND JUNCTION, CO 81501

9. The Business understands that this Waiver and Release do not create any obligation for the GJPD to conduct any greater number of patrols or offer greater security at the above listed address than the routine patrol activities established at the discretion of the GJPD. The Business agrees that the GJPD takes no responsibility for the criminal conduct of individuals, and thus, will not hold the GJPD responsible for any loss or damage as a result thereof. The frequency and nature of patrol activities, as well as any other law enforcement activities, including charging and arrest decisions, remain at the sole discretion of the GJPD and are unchanged by this Agreement. The Business further understands that this Agreement is not a guarantee to prevent, hinder, eliminate or provide any reduction in any crime or illegal activity that may occur on said property.
10. The Business acknowledges that recordings made by Project NOLA cameras may be subject to open records and discovery laws or ordinances which require disclosure of those recordings to the public, litigants, and defendants. The Business agrees that the GJPD may release recordings as required by law without prior notice to the Business pursuant to lawful requests.
11. The Business understands that a representative of the Business may be required to participate in any criminal or civil proceedings related to the activities subject to Project NOLA recordings, including testimony and/or producing documents.
12. Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged or terminated (except as provided herein), except by an instrument in writing signed by all the parties to this Agreement.
13. The Business shall not be considered an agent or division of the GJPD and/or the City of Grand Junction.
14. The Business understands that this Agreement constitutes a relinquishment of substantial rights, including the right to sue the GJPD and Releasees. The Business warrants that no promise or inducement has been offered him or her to sign this Agreement, and that the below signor is legally competent to execute this Agreement on behalf of the Business.



# GRAND JUNCTION POLICE DEPARTMENT

555 UTE AVE, GRAND JUNCTION, CO 81501

## Business Authorized Representative:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Grand Junction Police Department Authorized Representative:

Name: \_\_\_\_Tim Janda\_\_\_\_\_

Title: \_\_\_\_Detective\_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



# GRAND JUNCTION POLICE DEPARTMENT

555 UTE AVE, GRAND JUNCTION, CO 81501

## ATTACHMENT A

### PLAN FOR INSTALLATION OF PROJECT NOLA CAMERA(S)

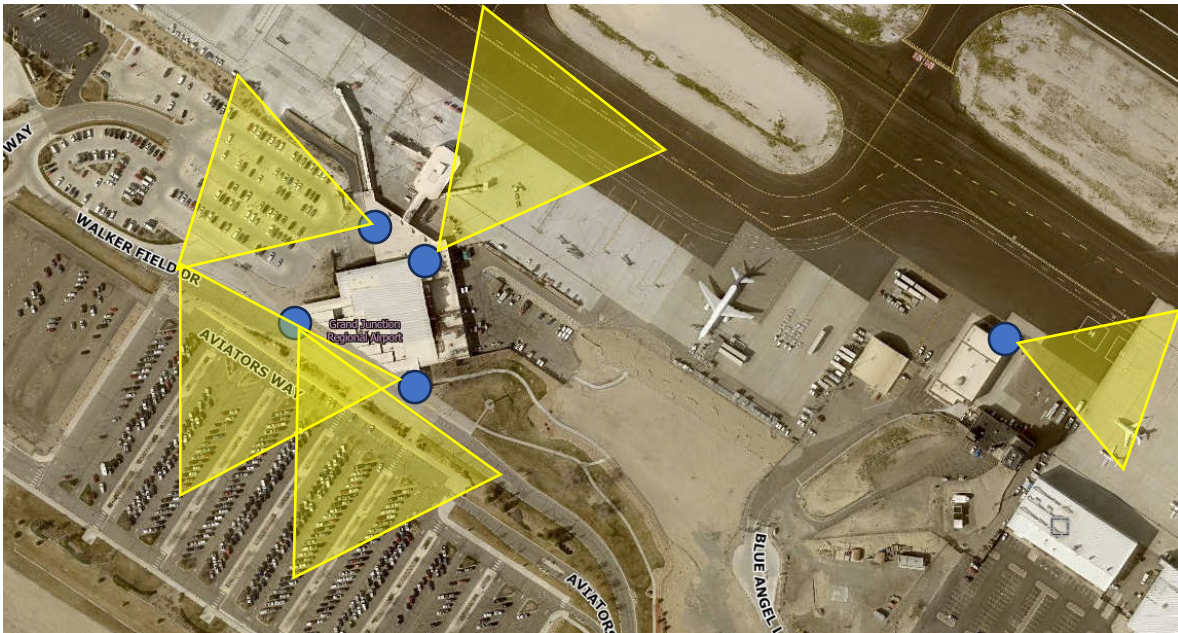
Using the best available installation method by reputable installer, roof or corner mounts will be mounted near or on the top of the business with a camera / cameras and other necessary equipment as needed. Power/Internet/Data to the unit will be supplied by the business.

Agreed by the Business: \_\_\_\_\_ Date: \_\_\_\_\_

Agreed by the GJPD: \_\_\_\_\_ Date: \_\_\_\_\_

## ATTACHMENT A

### IMAGERY



Proposed Installation Location(s) – Views are estimated/approximate and subject to change. Cameras will have the ability to PTZ

## Grand Junction Regional Airport Authority

### Agenda Item Summary

TOPICS:	Bureau of Land Management Lease Amendment		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Approve Lease Amendment with Bureau of Land Management and authorize Executive Director to sign.		
SUMMARY:	<p>The Bureau of Land Management Grand Junction Air Center is investing \$9 million to replace multiple structurally deficient buildings at the GJ Air Tanker Base with a single cost-effective building. The BLM leasing team requested a lease extension to ensure they have a lease that corresponds to the useful life of the new building. Airport Staff and BLM agreed that it is appropriate and fair to have a lease that spans 30 years from construction completion in 2025. Additionally, at least once every ten years the BLM will complete a condition assessment review of assets on the leasehold and schedule repairs as determined necessary by the review.</p> <p>Staff recommends the Board approve the amendment to the 2017 BLM Lease to extend the term of the lease 18 years, expiring February 28, 2055. Rent for the extension period will be paid in two ways: (1) a one-time lump sum payment of \$675,000 made by July 1, 2024; and (2) annual rent payments of \$92,000 beginning March 1, 2050. BLM also will be responsible for paying landing fees at the published signatory rate.</p> <p>Background:</p> <p>In 2017, the Grand Junction Regional Airport Authority Board approved a new lease with the Bureau of Land Management for aerial firefighting and support facilities with the following major terms:</p> <ul style="list-style-type: none"><li>• Term: March 1, 2017 – February 28, 2037</li><li>• Leasehold is 603,500 square feet (SF), made up of two parcels:<ol style="list-style-type: none"><li>1) 482,500 SF of leased space that ground rent is charged for</li><li>2) 121,000 SF that is an object free area (OFA) connecting the leasehold to the taxiway. As standard at the Airport, tenant is responsible for maintaining the OFA on their leasehold, and no rent is charged for the OFA.</li></ol></li><li>• Ground rent for the leasehold was paid with a one-time lump-sum payment of \$500,000, plus landings are paid at the published signatory landing fee.</li></ul>		
REVIEWED BY:	Executive Director and Legal Counsel		
FISCAL IMPACT:	\$675,000 cash inflow in 2024 to prepay rent for 2037-2050		
ATTACHMENTS:	BLM Lease Amendment		
STAFF CONTACTS:	Angela Padalecki Email: <a href="mailto:apadalecki@gjairport.com">apadalecki@gjairport.com</a> Office: (970) 244-9100		



<b>DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT LEASE AMENDMENT</b>	LEASE AMENDMENT No. 1
	TO LEASE NO. <b>L17PL00024</b>
ADDRESS OF PREMISES: Grand Junction Regional Airport Grand Junction, Colorado 81506	Page 1 of 4 and ATTACHMENTS 1 (4 Pages) and 2 (31 Pages)

**THIS AMENDMENT** is made and entered into between the Grand Junction Regional Airport Authority, whose address is 2828 Walker Field Drive, Suite 301, Grand Junction, CO 81506, hereinafter called the **LESSOR** and the UNITED STATES OF AMERICA, hereinafter called **GOVERNMENT**, hereinafter jointly referred to as the "Parties":

**WHEREAS**, the Parties hereto desire to amend Lease L17PL00024.

**NOW THEREFORE**, these Parties for the consideration hereinafter mentioned, covenant and agree that the said Lease is amended, effective **May 3, 2024** as follows:

**Lease Amendment No. 1 is issued to reflect the following revision(s):**

- A. Amend Paragraph 2: TERM
- B. DELETE and REPLACE Paragraph 3: RENTAL
- C. DELETE and REPLACE Paragraph 4: TERMINATION
- D. Amend Paragraph 6: MAINTENANCE OF THE PREMISES
- E. Incorporate Paragraph 15: IMPROVEMENTS

**Therefore, Lease Paragraph 2. TERM and Paragraph 6. MAINTENANCE OF THE PREMISES** are hereby amended, **Paragraph 3. RENTAL and Paragraph 4. TERMINATION** are hereby deleted and replaced, and **Paragraph 15. IMPROVEMENTS** is incorporated into the Lease, as follows:

**"2. TERM:**

TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on **March 1, 2017** and continuing through **February 28, 2055**, subject to early termination as may be hereinafter set forth.

*Continued on Page 2 of 3 and Attachments 1 and 2*

**IN WITNESS WHEREOF**, the Parties subscribed their names as of the below date.

**FOR THE LESSOR:**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**Grand Junction Regional Airport Authority**

Date: \_\_\_\_\_

**FOR THE GOVERNMENT:**

\_\_\_\_\_  
 Barbra A. Burns-Fink  
 Lease Contracting Officer  
**Bureau of Land Management**  
 Date: *See digital stamp above*

**WITNESSED FOR THE LESSOR BY:**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

### **“3. RENTAL:**

Rental Payments referenced herein are made in accordance with H.R. 4366 - Public Law No: 118-42, Wildland Fire Management Continuing Appropriations Act, 2024.

- A. GOVERNMENT paid LESSOR a one-time lump sum rental payment in the amount of \$500,000. This rental payment pays for the firm term from March 1, 2017, through February 28, 2037.
- B. **EFFECTIVE July 1, 2024**, GOVERNMENT shall pay LESSOR a one-time lump sum rental payment in the amount of \$675,000.00. This rental payment pays for the firm term beginning March 1, 2037 through February 28, 2050.
- C. **EFFECTIVE March 1, 2050**, GOVERNMENT shall pay LESSOR an annual rental payment of \$92,000.00.
- D. Rent shall be an annual payment, paid in advance. Rent for a period of less than a year shall be prorated. In the event either party exercises its option to terminate, rentals received shall be prorated to coincide with the termination date.
- E. Rent shall be made payable through the Automated Clearing House (ACH) payment system to the Lessor according to its data in the System for Award Management (SAM).
- F. Payments made through the System for Award Management are automatically issued per the terms of the Lease according to the active Lessor entity registration, therefore invoicing is not used.

### **4. TERMINATION:**

- A. GOVERNMENT has the right to terminate this Lease Agreement without cause during the term hereof upon providing no less than 60-days advance written notice to LESSOR, which time period shall be computed commencing with the date after the date of mailing. Upon termination by GOVERNMENT, GOVERNMENT shall have the right to remove or otherwise dispose of fixtures, additions or structures upon the Leased Premises as provided in Paragraph 7B hereof. Upon termination by GOVERNMENT, no additional rent is or shall be due and LESSOR shall have no obligation to reimburse GOVERNMENT for rent or the value of improvements made by GOVERNMENT.
- B. LESSOR has the right to terminate this Lease Agreement during the term hereof upon determining, in accordance with approved plans for the Airport, that the Leased Premises are needed for an alternate aeronautical use. To exercise this right of termination, LESSOR shall provide GOVERNMENT no less than twelve months prior written notice, before or after which the parties may consider whether equivalent and suitable alternate areas of the Airport are available for GOVERNMENT to conduct the uses permitted hereunder. Should LESSOR

LESSOR \_\_\_\_\_ GOVERNMENT \_\_\_\_\_



exercise these termination rights, LESSOR shall reimburse GOVERNMENT, on a pro-rated basis, for all Capitalized Real Property improvements as depreciated by GOVERNMENT and further shall reimburse GOVERNMENT, on a pro-rated basis, for any lump-sum rent payments made by GOVERNMENT as identified in Paragraph 3.

- C. Nothing in this Paragraph 4 shall limit the right of either party to enforce the terms of this Lease Agreement in the event of a breach by the other party, including the right to demand cure by the defaulting party, the right to terminate for uncured breach, and the right to seek any other remedy available by law.

## **6. MAINTENANCE OF THE PREMISES**

- D. GOVERNMENT shall conduct a condition assessment review of GOVERNMENT owned real property assets constructed upon the Leased Premises, a minimum of once every ten years, and schedule such repairs as determined necessary by this review to ensure the construction integrity, habitability, and safe use of the GOVERNMENT's improvements for their intended use.

## **15. IMPROVEMENTS:**

- A. GOVERNMENT shall have the right to demolish existing GOVERNMENT owned structures, and construct, at its own expense, with an estimated value of \$9,000,000.00, a new GOVERNMENT owned and maintained Air Tanker Base facility located at the Bureau of Land Management (BLM) Grand Junction Air Center, Grand Junction, Colorado as illustrated in Attachment 1 – GJAC Plans\_2023\_0828. The work to be performed is more particularly described herein under Attachment 2: BLM Tanker Base Project Scope of work. Project work includes:
- i. Demolition of the old Air Tanker Base building, outlying buildings, and utilities to those buildings
  - ii. All site work, utilities, new tank farm, new car ports, and new Recreational Vehicle (RV) pads
  - iii. Construction of new Air Tanker Base building.
- B. LESSOR hereby agrees that GOVERNMENT shall retain all ownership and maintenance responsibilities for the GOVERNMENT constructed improvements identified in attached Attachment 2: BLM Tanker Base Project Scope of work during the term of this or any future Lease Agreement.
- C. All improvements, alterations, and additions are to be performed by qualified and licensed contractors and subcontractors who are people skilled in their respective trades and work is done in a workmanlike manner, present a professionally finished appearance, and work will be acceptable to the Contracting Officer's Representative; and
- D. Prior to the installation of new structures or renovations that affect the structural integrity of any

LESSOR \_\_\_\_\_ GOVERNMENT \_\_\_\_\_

existing improvements, GOVERNMENT shall make installations at the Leased Premises, by adhering to the following protocols:

- I. GOVERNMENT submits the proposed plans to LESSOR for its review, and:
- II. LESSOR determines in its sole discretion that the proposed improvements, alterations, or additions are consistent with the Airport's master and land use plans; and
- III. In reviewing and approving proposed installation of improvements, alterations and additions submitted by GOVERNMENT to LESSOR, the LESSOR'S approval shall not be unreasonably withheld. GOVERNMENT shall provide for all improvements and additions to the Leased Premises at its own expense."

All other terms and conditions of the lease shall remain in full force and effect.

LESSOR \_\_\_\_\_ GOVERNMENT \_\_\_\_\_

**Grand Junction Regional Airport Authority**  
Agenda Item Summary

TOPIC:	Gensler Scope of Work to develop a guiding visioning document that establishes the conceptual aesthetic guidelines for all future development at Grand Junction Regional Airport.		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Approve Gensler Scope of Work in the amount of \$144,750 to develop a guiding visioning document and authorize the Executive Director to sign.		
SUMMARY:	<p>This Scope of Work represents the development of a guiding visioning document that establishes the conceptual aesthetic guidelines for all future development at Grand Junction Regional Airport (GJT), ensuring a holistic and consistent approach is applied throughout all projects, regardless of scale and size. Work includes the following: developing guidelines for conceptual look and feel, conceptual material palette, establishing guiding design principles, identifying sustainability goals, signage evaluation, and the design and documentation for millwork at the gate agent desks.</p> <p>This project is planned to be Airport funded.</p> <p>The Scope of Work was reviewed by Garver as the program manager and by the FAA. The proposed fee from Gensler is considered reasonable based on FAA guidelines.</p>		
REVIEWED BY:	Executive Director and CIP Manager		
FISCAL IMPACT:	<b>Total Cost - \$144,750</b>		
	This expense is within the 2024 Airport Budget		
ATTACHMENTS:	Gensler Scope of Work		
STAFF CONTACT:	Angela Padalecki <a href="mailto:apadalecki@gjairport.com">apadalecki@gjairport.com</a> Office: 970-248-8588		

WORK AUTHORIZATION FOR ADDITIONAL SERVICES NUMBER 004

<b>Project:</b> Grand Junction Regional Airport On-Call - Visioning	<b>Date:</b> 04/04/2024
<b>Project Location:</b> 2828 Walker Field Drive, Grand Junction, Colorado 81506	<b>Project Number:</b> 003.8017.004
<b>Client:</b> Grand Junction Regional Airport Authority (GJRAA)	<b>File:</b> 1WA <b>This Page</b> 1 of 5

**Services to be performed pursuant to the Original or Master Agreement, date**

AE Professional Services Agreement GJRAA\_Gensler Final\_Executed, dated February 22, 2023

**If there is no Original or Master Agreement referenced above Gensler's current Standard Terms and Conditions ("STC") shall apply. A copy of the STC is attached or available upon request.**

**Other References**

**Services not included (this list is not exhaustive)**

<b>Fee and Basis</b>	<input checked="" type="checkbox"/> Lump Sum of \$ 144,750.00 <input type="checkbox"/> Hourly <input type="checkbox"/> Hourly, not to exceed \$ _____ without prior authorization	<input checked="" type="checkbox"/> Plus Reimbursable Expenses (10% mark-up) <input type="checkbox"/> Plus Consultants which are not listed as included in fee (10% mark-up) <input type="checkbox"/> Other: _____
<b>Date Services to Begin</b>	<input type="checkbox"/> ____ (specify date) <input checked="" type="checkbox"/> Immediately after Work Authorization approval	
<b>Services projected to be completed no later than the following, if indicated</b>	<input type="checkbox"/> ____ (specify date) <input checked="" type="checkbox"/> 120 Working days after Work Authorization approval	

<b>Services requested by:</b>	Grand Junction Regional Airport Authority	<b>Date of Request:</b>	04/02/2024
<b>Gensler Authorization by:</b>	Brent Mather, Design Principal	<b>Date Signed:</b>	04/04/2024
<b>Client Authorization by:</b>		<b>Date Signed:</b>	

Authorization is confirmed for Gensler to perform the following services:

## **A. PROJECT**

**A.1 Project Description.** Design services associated with the creation of a guiding visioning document that establishes the conceptual aesthetic guidelines for all future development at Grand Junction Regional Airport (GJT), ensuring a holistic and consistent approach is applied throughout all projects, regardless of scale and size. The project scope includes: conceptual look and feel, conceptual material palette, establishing guiding design principles, identifying sustainability goals, signage evaluation, and the design and documentation for millwork at the gate agent desks.

Gensler will lead and manage the development of the visioning document, as specified in this Scope of Services. The project design team will be comprised of the Consultant, Airport Leadership, and other consultants working for the Airport. All scope elements will be accomplished in accordance with current Federal regulations, policy guidance and Advisory Circulars.

**A.2 Project Budget.** Current project budget has not been determined/provided by the Client. Client, Gensler and Gensler's Consultants will review Client's budget goals for the Project (the "Project Budget") at the commencement of design. The Project Budget will include appropriate amounts for design and construction contingencies, consistent with the nature of the Project, and will be informed by the scope of work identified in this agreement.

**A.3 Project Schedule.** The Project Schedule ("Schedule") is set forth below. The parties will monitor the Project for conformance with the Schedule. If Client directs Gensler to provide Additional Services requiring additional time or the Project is not proceeding in accordance with the Schedule due to factors beyond Gensler's reasonable control, Gensler and Client will adjust the Schedule as appropriate, consistent with Section B.3, Optional/Additional Services. The Schedule will consist of the following projected milestones:

- |   |              |
|---|--------------|
| a) Commencement of Basic Services <i>*after notice to proceed</i> | Week 1       |
| b) Research and Discovery   | Week 1 - 3   |
| c) Client Workshop  | Week 3       |
| d) Visioning Document, Signage, & Millwork Design                 | Week 4 – 8   |
| e) Client Presentation  | Week 9       |
| f) Documentation  | Week 10 – 12 |
| g) Construction Administration (for millwork only)                | TBD          |

## **B. SCOPE OF SERVICES PROVIDED BY GENSLER**

Client and Gensler will each provide the names of their key Project team members, including the primary contact person and the person authorized to make decisions.

**B.1 Gensler's Basic Services.** Gensler's Basic Services include design services. Gensler will not engage any sub-consultants, unless requested for additional services. Gensler will provide backgrounds of Gensler's drawings to Client's consultants, as required, showing the locations of architectural design elements that will inform the engineering systems. It is assumed that the Project will not seek or require LEED (or other sustainable certifications such as WELL, Fitwell, etc.) certification and services associated with certification are therefore excluded.

**B.1.1 Project Kickoff.** Upon Client's authorization to proceed, key representatives of Client and Gensler, as well as the appropriate consultants, will meet to kick off the Project. The purpose of the meeting is to establish the parties' mutual understanding of the Project objectives, schedule, budget, and delivery process. The agenda may include the following:

- Introduction of key team members, including each party's primary contact and the person authorized to make decisions
- Discussion of Project performance targets
- Discussion of Schedule milestones, including process and durations for Client's review and approval
- Review and discussion of existing site conditions
- Discussion of communication protocols

**B.1.2 Visioning.** At the completion of the Visioning phase, Gensler will deliver an 11"x17" PDF document that includes:

- Guiding Design Principles
  - Meetings: One (1) on-site Worksession to help identify the design principles.

- ii. The design principles will likely be between 3-7 bulleted statements that outline the essence and priorities for all future developments at the GJT.
- b. Sustainability Goals
  - i. Meetings: One (1) on-site Worksession to help identify the goals.
  - ii. The sustainability goals will likely be between 4-8 bulleted statements that highlight the Authority's areas of focus regarding sustainability and resilience.
- c. Conceptual Look and Feel and Conceptual Palette
  - i. Meetings: up to three (3) review meetings, either on-site or virtual, as needed.
  - ii. The Conceptual Look & Feel will be 1-2 pages of images (inspiration, precedent, nature, or details) and statements that convey the design intent for the atmosphere and high-level aesthetic approach for future interior improvements and expansions.
  - iii. The Conceptual Palette will be one page of images that show a potential material palette, highlighting the color tones, finishes, patterns, and conceptual approach to future material selections\*.

\*Note: Specific materials selections are not included.

- d. Signage Evaluation and Recommendations
  - i. Meetings: up to two (2) virtual review meetings, as needed.
  - ii. The previously designed signage and wayfinding document (titled "22019\_20230315\_Wayfinding\_Stamped") will be reviewed and evaluated for serving its intended function, ease of fabrication / installation, cost considerations, materiality, and cohesiveness with the conceptual Look & Feel and conceptual Palette. Recommendations will be provided to the airport for modifications or alterations to the previous signage design.
- e. Conceptual Millwork Design
  - i. Meetings: up to two (2) review meetings, either on-site or virtual, as needed.
  - ii. Conceptual representation (through renderings, drawings, or material photos) of a millwork design strategy that could be applied to locations such as the holdroom gate agent desks, the ticketing counters, and the rental car counters.

**B.1.3 Millwork Gate Agent Documentation\*\*.** At the completion of the Millwork design phase, Gensler will deliver:

- a. Full set of drawings and specifications for the design of the holdroom gate agent desks at all (6) gates, as required by the AHJ to be issued for bid, permit and construction (signed / stamped). Gate agent desks are assumed to be common use function.
  - a. Meetings:
    - i. up to two (2) review meetings with airport, either on-site or virtual, as needed.
    - ii. Up to two (2) review meetings with airlines, either on-site or virtual, as needed.
  - b. Drawings will include floor plans, elevations, sections, and details as needed.
- b. Gensler can assist with bidding services, as required.

\*\*Note: The design is assumed to be a common use or universal design approach. If each airline prefers a custom millwork design, this will be additional services to meet with the airlines and design custom millwork accordingly.

**B.1.3 Construction Administration.** (Pertains only to the Millwork Documentation) Assist in interpretation of the design intent as follows:

- a) Review bids and make recommendations on award of contract;
- b) Preparation of addendums / revisions, as required;
- c) Review all submittals, RFI, Substitution Requests and Change Orders, as required;
- d) Preparation of site observation reports, following each site visit, through the duration of the construction schedule. Gensler anticipates up to two (2) site visits, as required.
- e) Review Pay Applications, as required.

**B.2 CAD Format and Standards.** Gensler and its consultants will use Revit and CAD Standards.

**B.3 Optional/Additional Services.** Gensler will provide services beyond the Basic Services described in Section B.1 (“Additional Services”) if requested by Client and confirmed in writing by Gensler. Additional Services include, but are not limited to:

- a) Programming;
- b) Design Standards;
- c) Value engineering;
- d) Models or professional renderings;
- e) Client-requested revisions that are inconsistent with prior approvals or instructions;
- f) Increase in duration of services;
- g) Additional site visits beyond the two visits included in Basic Services (Site Investigation and Field Observation);
- h) Demobilization and remobilization of Project team due to Project suspension or delay for reasons beyond Gensler’s control;
- i) Design services associated with LEED or other certification;

## **C. SCOPE OF SERVICES PROVIDED BY CLIENT**

**C.1 Services Provided By Client or Others.** The following services may be required on the Project and shall be provided by Client, Client’s consultants, or others:

- a) Consulting services, including civil, geotechnical, hazardous materials testing or abatement, survey, technology design, commissioning
- b) Geotechnical investigations
- c) Topographical and boundary surveys
- d) Environmental Assessment
- e) Design-build services

**C.2 Information Provided By Client or Others.** The following information may be required on the Project and shall be provided by Client, Client’s consultants, or others:

- a) Legal description of the property; the name/address of the property owner; and the name/address of any construction lender(s).
- b) Existing or Base Building information, including drawings, specifications, and other documents that describe the existing utility services, site conditions, build out and base building construction, and any systems with which the Project is to be coordinated.
- c) Structural, mechanical, chemical, air, and water pollution and hazardous materials tests, and other laboratory and environmental tests, inspections, and reports required by law or by authorities having jurisdiction over the Project, or reasonably requested by Gensler.

## **D. COMPENSATION**

Compensation to Gensler for Basic Services, Additional Services, and Reimbursable Expenses will be as described below. When Gensler’s compensation is based on hourly rates, the rates will be those set forth in Gensler’s Standard Hourly Billing Rates.

**D.1 Basic Services.** Compensation for Basic Services will be the lump sum fee, not to exceed, in the amount of one hundred forty-four thousand and seven hundred fifty dollars (\$144,750). *Note that lump sum fee does not include Reimbursable Expenses, see D.3.*

Visioning	\$ 78,775
Signage Evaluation & Recommendations	\$ 14,000
<u>Millwork Documentation &amp; Construction Administration</u>	<u>\$ 51,975</u>
Total	\$144,750

**D.2 Additional Services.** Compensation for Additional Services (if not agreed upon as a lump sum amount) will be based on Gensler’s Standard Hourly Billing Rates.

**D.3 Reimbursable Expenses.** Reimbursable Expenses are in addition to the lump sum fee for Basic Services and Additional Services and include expenses incurred by Gensler and Gensler's consultants in the interest of the Project, including, but not limited to the following:

- a) Reproduction, shipping, handling, and delivery.
- b) Mileage, tolls, cab fares, and parking.
- c) Renderings, models, mock-ups, and photography.
- d) Sales taxes and other transactional taxes, and fees paid for securing approval of authorities having jurisdiction over the Project.
- e) Authorized out of-town travel, including travel time and reasonable living expenses.
- f) Additional insurance coverage or limits requested by Client in excess of that normally provided by Gensler and Gensler's consultants.

Compensation for Reimbursable Expenses incurred by Gensler in connection with the Project will be based on amounts invoiced to Gensler, plus ten percent (10%). Reimbursable expenses are not anticipated to exceed the amount of ten thousand dollars (\$10,000).

**D.4 Consultants.** If Client has directed Gensler to engage consultants in Section B.1, compensation for such consultants will be based on amounts invoiced to Gensler, plus ten percent (10%), to compensate Gensler for costs commonly incurred relating to consultant liability, management of consultants' services, and administration of consultants' contracts.

**D.5 Progress Payments.** Progress payments will be made monthly. Where Gensler's fee is based on a lump sum, progress payments for Basic Services will be based on the percentage of services provided during the previous month.

## **E. AGREEMENT AND ACCEPTANCE**

**E.1 Agreement.** This Agreement is comprised of and incorporates the following documents, in order of precedence:

- a) AE Professional Services Agreement GJRAA\_Gensler Final\_Executed (February 22, 2023)
- b) This Work Authorization (dated April 3, 2024)
- c) Standard Terms and Conditions (dated February 2021)

Where a portion of one document is amended by another of higher precedence, all unmodified portions will remain in effect. The terms and conditions of this Work Authorization, the STC, and Prime Agreement are integral parts of this Agreement and are fully incorporated herein by this reference. No conflicting or supplemental pre-printed provisions on Client forms (including, without limitation, terms on purchase orders) will be binding on the parties.

**E.2 Effective Date.** The effective date of this Agreement is the date of Client Authorization and Signature.



## Grand Junction Regional Airport Authority

### Agenda Item Summary

TOPIC:	CDOT Division of Aeronautics Grant 24-GJT-01												
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>										
RECOMMENDATION:	Approve CDOT Grant Agreement 24-GJT-01 for \$425,000 for AIP and BIL grants and authorize the Executive Director to sign.												
SUMMARY:	<p>The grant award from the Colorado Department of Transportation – Division of Aeronautics includes matching funds totaling \$250,000 towards the required local match on 2024 Runway 12/30 Airport Improvement Program (AIP) construction projects as well as a 5% match towards the 2024 Bipartisan Infrastructure Law airport grants from the FAA totaling \$175,000.</p> <p>Historically, CDOT has provided grant funding to cover up to \$250,000 of the 10% local match required on AIP projects. In November 2021, the Bipartisan Infrastructure Law (BIL) was signed into law. The BIL allocated \$25 billion to airports over five years. Like AIP projects, non-hub airports like GJT have a 10% local match requirement on BIL projects. In 2022, CDOT started a new program to fund half of the local match (5% of project) on eligible BIL projects. \$175,000 reflects an estimate of anticipated GJT BIL funding for terminal projects in 2024. Once actual BIL grants are awarded, Airport Staff will work with CDOT if the award amount needs to be modified. The BIL grant will be awarded from the FAA once the Airport has qualifying construction documents available, which is expected in Q3.</p> <p>This agreement is between the Airport and CDOT only and therefore does not require co-sponsor approvals from the City of Grant Junction and Mesa County.</p>												
REVIEWED BY:	Executive Director, CIP Manager, and Legal Counsel												
FISCAL IMPACT:	<p><b>Total CDOT Grant Funding of \$425,000 anticipated to be applied to projects as follows:</b></p> <table><tr><td>AIP RWY 12/30 Project:</td><td>BIL Project</td></tr><tr><td>• Federal - \$5,839,002</td><td>• Federal - \$3,150,000</td></tr><tr><td>• GJRAA - \$398,778</td><td>• GJRAA - \$175,000</td></tr><tr><td>• <b>CDOT - \$250,000</b></td><td>• <b>CDOT - \$175,000</b></td></tr><tr><td>• Total - \$6,487,780</td><td>• Total - \$3,500,000</td></tr></table>			AIP RWY 12/30 Project:	BIL Project	• Federal - \$5,839,002	• Federal - \$3,150,000	• GJRAA - \$398,778	• GJRAA - \$175,000	• <b>CDOT - \$250,000</b>	• <b>CDOT - \$175,000</b>	• Total - \$6,487,780	• Total - \$3,500,000
AIP RWY 12/30 Project:	BIL Project												
• Federal - \$5,839,002	• Federal - \$3,150,000												
• GJRAA - \$398,778	• GJRAA - \$175,000												
• <b>CDOT - \$250,000</b>	• <b>CDOT - \$175,000</b>												
• Total - \$6,487,780	• Total - \$3,500,000												
ATTACHMENTS:	CDOT Grant 24-GJT-01												

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STAFF CONTACT:      Angela Padalecki  
                                 [apadalecki@gjairport.com](mailto:apadalecki@gjairport.com)  
                                 Office: 970-248-8588

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## Colorado Division of Aeronautics Discretionary Aviation Grant Resolution

### RESOLUTION

#### WHEREAS:

The General Assembly of the State of Colorado declared in Title 43 of the Colorado Revised Statutes, Article 10, 1991 in CRS §43-10-101 (the Act) "... that there exists a need to promote the safe operations and accessibility of general aviation in this state; that improvements to general aviation transportation facilities will promote diversified economic development across the state; and that accessibility to airport facilities for residents of this state is crucial in the event of a medical or other type of emergency..."

The Act created the Colorado Aeronautical Board ("the Board") to establish policy and procedures for distribution of monies in the Aviation Fund and created the Division of Aeronautics ("the Division") to carry out the directives of the Board, including technical and planning assistance to airports and the administration of the state aviation system grant program. SEE CRS §43-10-103 and C.R.S. §43-10-105 and CRS §43-10-108.5 of the Act.

Any eligible entity operating an FAA-designated public-use airport in the state may file an application for and be recipient of a grant to be used solely for aviation purposes. The Division is authorized to assist such airports and request assistance by means of a Resolution passed by the applicant's duly-authorized governing body, which understands that all funds shall be used exclusively for aviation purposes and that it will comply with all grant procedures, grant assurances and requirements as defined in the Division's Programs and Procedures Manual, ("the Manual") and the Airport Sponsor Assurances for Colorado Discretionary Aviation Grant Funding ("Grant Assurances") attached hereto as **Exhibit B** for the project detailed in the Discretionary Aviation Grant Application ("Application") attached hereto as **Exhibit A** and in conjunction with CDOT's Small Dollar Grant Award Terms and Conditions attached hereto as **Exhibit C**.

#### NOW, THEREFORE, BE IT RESOLVED THAT:

The **Grand Junction Regional Airport Authority**, as a duly authorized governing body of the grant applicant, hereby formally requests assistance from the Colorado Aeronautical Board and the Division of Aeronautics in the form of a state aviation system grant. The **Grand Junction Regional Airport Authority** states that such grant shall be used solely for aviation purposes, as determined by the State, and as generally described in the Application.

By signing this Grant Resolution, the applicant commits to keep open and accessible for public use all grant funded facilities, improvements and services for their useful life, as determined by the Division and stated in the Grant Assurances.

#### FURTHER BE IT RESOLVED:

That the **Grand Junction Regional Airport Authority** hereby designates **Angela Padalecki** as the Project Director, as described in the Manual and authorizes the Project Director to act in all matters relating to the work project proposed in the Application, including execution of any amendments.

#### FURTHER:

The **Grand Junction Regional Airport Authority** has appropriated or will otherwise make available in a timely manner all funds, if any, that are required to be provided by the applicant as shown on the Application.

#### FINALLY:

The **Grand Junction Regional Airport Authority** hereby accepts all guidelines, procedures, standards, and requirements described in the Manual as applicable to the performance of the grant work and hereby approves this Grant Resolution, including all terms and conditions contained therein.

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

#### ATTEST (if needed)

By: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

## EXHIBIT A



# Colorado Division of Aeronautics Discretionary Aviation Grant Application

### APPLICANT INFORMATION

<b>APPLICANT SPONSOR:</b> Grand Junction Regional Airport Authority	<b>AIRPORT:</b> Grand Junction Regional Airport	<b>IDENTIFIER:</b> GJT
<b>PROJECT DIRECTOR:</b> Angela Padalecki		
<b>MAILING ADDRESS:</b> 2828 Walker Field Dr., Suite 301, Grand Junction, CO 81506	<b>EMAIL ADDRESS:</b>	apadalecki@gjairport.com
	<b>PHONE NUMBER:</b>	(970) 852-1247

### GRANT NAME AND TERMS

<b>24-GJT-01</b>	<b>TERMS</b>	
	Execution Date:	Expiration Date: June 30, 2027

### FUNDING SUMMARY

Funding Source	Funding Amount
State Aviation Grant:	\$425,000.00
Local Cash:	\$573,778.00
Local In-Kind:	\$0.00
Federal Aviation Grant:	\$8,989,002.00
Total Project Funding:	\$9,987,780.00

### PROJECT SCHEDULE & BUDGET

ELEMENT DESCRIPTION	STATE FUNDING		LOCAL FUNDING		FEDERAL FUNDING		TOTAL
<b>A.</b> A - Participate in Federally Funded Rwy Grading and Drainage	\$250,000.00	Up to 5.00%	\$398,778.00	6.15%	\$5,839,002.00	90.00%	\$6,487,780.00
<b>B.</b> B - BIL Participate in Federally Funded Terminal Program Design	\$175,000.00	Up to 5.00%	\$175,000.00	5.00%	\$3,150,000.00	90.00%	\$3,500,000.00
<b>TOTALS</b>	<b>\$425,000.00</b>		<b>\$573,778.00</b>		<b>\$8,989,002.00</b>		<b>\$9,987,780.00</b>

## EXHIBIT B, GRANT ASSURANCES

### Airport Sponsor Assurances for Colorado Discretionary Aviation Grant Funding

Approved by CAB January 22, 2018

#### I. APPLICABILITY

- a. These assurances shall be complied with by Airport Sponsors in the performance of all projects at airports that receive Colorado Department of Transportation – Division of Aeronautics (Division) Colorado Discretionary Aviation Grant (CDAG) funding for projects including but not limited to: master planning, land acquisition, equipment acquisition or capital improvement projects (Project). It is not the intent of these Assurances to expand existing Federal Aviation Administration (FAA) Grant Assurances for airports included in the National Plan of Integrated Airport Systems (NPIAS); as similar assurances already exist for acceptance of FAA funding.
- b. Upon acceptance of this grant agreement these assurances are incorporated in and become a part thereof.

#### II. DURATION

- a. The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the Project as defined in Table 1 (Useful Life), or if the airport for which the Project is funded ceases to function as a public airport, for twenty (20) years from the date of Project completion, whichever period is greater. However, there shall be no limit on the duration of the assurances with respect to real property acquired with CDAG Project funds.

#### III. COMPLIANCE

- a. Should an Airport Sponsor be notified to be in non-compliance with any terms of this agreement, they may become ineligible for future Division funding until such non-compliance is cured.
- b. If any Project is not used for aviation purposes during its Useful Life, or if the airport for which the Project is funded ceases to function as a public airport, for twenty (20) years from the date of Project completion or at any time during the estimated useful life of the Project as defined in Table 1, whichever period is greater, the Airport Sponsor may be liable for repayment to the Division of any or all funds contributed by the Division under this agreement. If the airport at which the Project is constructed is abandoned for any reason, the Division may in its discretion discharge the Airport Sponsor from any repayment obligation upon written request by the Airport Sponsor.

#### IV. AIRPORT SPONSOR GRANT ASSURANCES

1. **Compatible Land Use.** Compatible land use and planning in and around airports benefits the state aviation system by providing opportunities for safe airport development, preservation of airport and aircraft operations, protection of airport approaches, reduced potential for litigation and compliance with appropriate airport design standards. The airport will take appropriate action, to the extent reasonable, to restrict the use of land adjacent to, in the immediate vicinity of, or on the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.
2. **On-Airport Hazard Removal and Mitigation.** The airport will take appropriate action to protect aircraft operations to/from the airport and ensure paths are adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
3. **Safe, Efficient Use, and Preservation of Navigable Airspace.** The airport shall comply with 14 CFR Part 77 for all future airport development and anytime an existing airport development is altered.
4. **Operation and Maintenance.** In regards to Projects that receive Division funding, the airport sponsor certifies that it has the financial or other resources that may be necessary for the preventive maintenance, maintenance, repair and operation of such projects during their Useful Life.

The airport and all facilities which are necessary to serve the aeronautical users of the airport shall be operated at all times in a safe and serviceable condition. The airport will also have in effect arrangements for:

- a. Operating the airport's aeronautical facilities whenever required;
  - b. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - c. Promptly notifying airmen of any condition affecting aeronautical use of the airport.
5. **Airport Revenues.** All revenues generated by the airport will be expended by it for the capital or operating costs of the airport, the local airport system, or other local facilities owned or operated by the owner or operator of the airport for aviation purposes.
6. **Airport Layout Plan (ALP).** Once accomplished and as otherwise may be required to develop, it will keep up-to-date a minimum of an ALP of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing improvements thereon.
7. **Use for Aviation Purposes.** The Airport Sponsor shall not use runways, taxiways, aprons, seeded areas or any other appurtenance or facility constructed, repaired, renovated or maintained under the terms of this Agreement for activities other than aviation purposes unless otherwise exempted by the Division.

**TABLE 1**

<b>Project Type</b>	<b>Useful Life</b>
<b>a.</b> All construction projects (unless listed separately below)	20 years
<b>b.</b> All equipment and vehicles	10 years
<b>c.</b> Pavement rehabilitation (not reconstruction, which is 20 years)	10 years
<b>d.</b> Asphalt seal coat, slurry seal, and joint sealing	3 years
<b>e.</b> Concrete joint replacement	7 years
<b>f.</b> Airfield lighting and signage	10 years
<b>g.</b> Navigational Aids	15 years
<b>h.</b> Buildings	40 years
<b>i.</b> Land	Unlimited

# STATE CONTROLLER

## MODEL SMALL DOLLAR GRANT AWARDS AND CONTENT

This is a State Controller Contract, Grant, and Purchase Order Policy under the State Fiscal Rules. All Small Dollar Grant Awards shall use one of the approved models Small Dollar Grant Award or Grant Agreement forms described in Fiscal Rule 3-4 unless the State Agency or Institution of Higher Education (IHE) has obtained the prior written approval from the Office of the State Controller (OSC).

**1) Available Model Small Dollar Grant Awards.** The following model Small Dollar Grant Awards may be used by State Agencies and IHEs without additional approval from the OSC:

- a. Financial System Generated Small Dollar Grant Awards.** This model is the system-generated document resulting from a Colorado Operations Resource Engine (CORE) POGG1 encumbrance or through another approved state financial system, which also explicitly references a link to the State of Colorado Small Dollar Grant Award Terms and Conditions that are attached to this policy. This model does not include other documents with a similar or the same appearance as one of these documents that is not generated within the financial system
- b. Other Approved Forms.** A State Agency or IHE, at the discretion of the State Agency's or IHE's Procurement Official or State Controller delegate, may request other approved forms from the OSC.
- c. Backup Forms.** If CORE or the approved state financial system used by the State Agency or IHE is unavailable for an extended period of time when a Small Dollar Grant Award must be issued, the State Agency or IHE, with the prior approval of the OSC, may use a backup form with the same or substantially similar appearance as one of the documents described in §1)a.

**2) Modifications of Model Small Dollar Grant Awards.** A State Agency or Institution of Higher Education issuing a Small Dollar Grant Award may not modify the State of Colorado Small Dollar Grant Award Terms and Conditions attached to this policy, including Addendum 1: Additional Terms & Conditions for Information Technology ("Addendum"), in any way without prior written approval of the OSC.

- a. Exception.** The Office of Information Technology (OIT) may modify the provisions of Addendum for the State of Colorado Small Dollar Grant Awards specifically issued by OIT with the prior written approval of the Procurement Official of OIT or authorized delegate, without obtaining additional approval from OSC.
- b. Unauthorized Modifications.** Except as described in §2)a., the failure of a State Agency or IHE to obtain approval from the OSC prior to issuing a Small Dollar Grant Award with modified the State of Colorado Small Dollar Grant Award Terms and Conditions shall constitute a violation of Fiscal Rule 3-4, §§ 4.1.7. and 5.1.

**3) Small Dollar Grant Award Exhibits and References.** All Small Dollar Grant Awards shall either include or specifically reference the State of Colorado Small Dollar Grant Award Terms and Conditions by hyperlink or, if modified in accordance with §2), attach the modified State of Colorado Small Dollar Grant Award Terms and Conditions and shall clarify on the Small Dollar Grant Award that the attached modified State of Colorado Small Dollar Grant Award Terms and Conditions shall govern the Small Dollar Grant Award in lieu of the State of Colorado Small Dollar Grant Award Terms and Conditions referenced by hyperlink. Small Dollar Grant Awards shall also include any additional exhibits, based on the nature of the work performed under the Small Dollar Grant Award, as required by any other state

**STATE CONTROLLER**

and/or federal agency with authority over that type of work or by any entity providing funding for the Small Dollar Grant Award, including, but not limited to, the following:

- a. Additional information technology provisions required by OIT.
- b. Additional provisions required to comply with the Office of Management and Budget Uniform Guidance, or the Federal Funding Accountability and Transparency Act, or any other applicable federal terms and conditions.
- c. Any federally required attachments relating to confidential information, such as a Health Information Portability and Accountability Act (HIPAA) Business Associate Addendum or a Federal Tax Information Exhibit.



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**Robert Jaros, CPA, MBA, JD State  
Controller**



# STATE CONTROLLER

## State of Colorado Small Dollar Grant Award Terms and Conditions

1. **Offer/Acceptance.** This Small Dollar Grant Award, together with these terms and conditions (including, if applicable, Addendum 1: Additional Terms and Conditions for Information Technology below), and any other attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference (collectively the "Agreement") shall represent the entire and exclusive agreement between the State of Colorado, by and through the agency identified on the face of the Small Dollar Grant Award ("State") and the Subrecipient identified on the face of the Small Dollar Grant Award ("Grantee"). If this Agreement refers to Grantee's bid or proposal, this Agreement is an ACCEPTANCE of Grantee's OFFER TO PERFORM in accordance with the terms and conditions of this Agreement. If a bid or proposal is not referenced, this Agreement is an OFFER TO ENTER INTO AGREEMENT, subject to Grantee's acceptance, demonstrated by Grantee's beginning performance or written acceptance of this Agreement. Any COUNTER-OFFER automatically CANCELS this Agreement, unless a change order is issued by the State accepting a counter-offer. Except as provided herein, the State shall not be responsible or liable for any Work performed prior to issuance of this Agreement. The State's financial obligations to the Grantee are limited by the amount of Grant Funds awarded as reflected on the face of the Small Dollar Grant Award.
2. **Order of Precedence.** In the event of a conflict or inconsistency within this Agreement, such conflict or inconsistency shall be resolved by giving preference to the documents in the following order of priority: (1) the Small dollar Grant Award document; (2) these terms and conditions (including, if applicable, Addendum 1 below); and (3) any attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference. Notwithstanding the above, if this Agreement has been funded, in whole or in part, with a Federal Award, in the event of a conflict between the Federal Grant and this Agreement, the provisions of the Federal Grant shall control. Grantee shall comply with all applicable Federal provisions at all times during the term of this Agreement. Any terms and conditions included on Grantee's forms or invoices not included in this Agreement are void.
3. **Changes.** Once accepted in accordance with §1, this Agreement shall not be modified, superseded or otherwise altered, except in writing by the State and accepted by Grantee.
4. **Definitions.** The following terms shall be construed and interpreted as follows: (a) "**Award**" means an award by a Recipient to a Subrecipient; (b) "**Budget**" means the budget for the Work described in this Agreement; (c) "**Business Day**" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in CRS §24-11-101(1); (d) "**UCC**" means the Uniform Commercial Code in CRS Title 4; (e) "**Effective Date**" means the date on which this Agreement is issued as shown on the face of the Small Dollar Grant Award; (f) "**Federal Award**" means an award of federal financial assistance or a cost-reimbursement contract, by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award, which terms and conditions shall flow down to the Award unless such terms and conditions specifically indicate otherwise. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program; (g) "**Federal Awarding Agency**" means a Federal agency providing a Federal Award to a Recipient; (h) "**Grant Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement; (i) "**Matching Funds**" mean the funds provided by the Grantee to meet cost sharing requirements described in this Agreement; (j) "**Recipient**" means the State agency identified on the face of the Small Dollar Grant Award; (k) "**Subcontractor**" means third parties, if any, engaged by Grantee to aid in performance of the Work; (l) "**Subrecipient**" means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a program, but does not include an individual that is a beneficiary of such program; (m) "**Uniform Guidance**" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, identified as the 2 C.F.R. (Code of Federal Regulations) Part 200, commonly known as the "Super Circular," which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular a-50 on Single Audit Act follow-up; and (n) "**Work**" means the goods delivered or services, or both, performed pursuant to this Agreement and identified as Line Items on the face of the Small Dollar Grant Award.
5. **Delivery.** Grantee shall furnish the Work in strict accordance with the specifications and price set forth in this Agreement. The State shall have no liability to compensate Grantee for the performance of any Work not specifically set forth in the Agreement.
6. **Rights to Materials.** *[Not Applicable to Agreements issued either in whole in part for Information Technology, as defined in CRS § 24-37.5-102(2); in which case Addendum 1 §2 applies in lieu of this section.]* Unless specifically stated otherwise in this Agreement, all materials, including without limitation supplies, equipment, documents, content, information, or other material of any type, whether tangible or intangible (collectively "Materials"), furnished by the State to Grantee or delivered by Grantee to the State in performance of its obligations under this Agreement shall be the exclusive property the State. Grantee shall return or deliver all Materials to the State upon completion or termination of this Agreement.
7. **Grantee Records.** Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work (including, but not limited to the operation of programs) performed under this Agreement (collectively "Grantee Records"). Unless otherwise specified by the State, the Grantee shall retain Grantee Records for a period (the "Record Retention Period") of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims or audit finding have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight, or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property. Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State. The State, in its discretion, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee and this Agreement, and the State shall have the right, in its discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State will monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. Grantee shall promptly submit to the State a copy of any final audit report of an audit performed

# STATE CONTROLLER

on Grantee Records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee, a State agency or the State's authorized representative, or a third party. If applicable, the Grantee may be required to perform a single audit under 2 CFR 200.501, *et seq.* Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

**8. Reporting.** If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State. Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

**9. Conflicts of Interest.** Grantee acknowledges that with respect to this Agreement, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities, or relationships that reasonably may appear to be in conflict with the full performance of Grantee's obligations to the State under this Agreement. If a conflict or appearance of a conflict of interest exists, or if Grantee is uncertain as to such, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement. Grantee certifies that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's Services and Grantee shall not employ any person having such known interests.

**10. Taxes.** The State is exempt from federal excise taxes and from State and local sales and use taxes. The State shall not be liable for the payment of any excise, sales, or use taxes imposed on Grantee. A tax exemption certificate will be made available upon Grantee's request. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

**11. Payment.** Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Document Total shown on the face of the Small Dollar Grant Award. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in this Agreement. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State. The State shall pay Grantee for all amounts due within 45 days after receipt of an Awarding Agency's approved invoicing request, or in instances of reimbursement grant programs a request for reimbursement, compliant with Generally Accepted Accounting Principles (GAAP) and, if applicable Government Accounting Standards Board (GASB) of amount requested. Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate set forth in CRS §24-30-202(24) until paid in full. Interest shall not accrue if a good faith dispute exists as to the State's obligation to pay all or a portion of the amount due. Grantee shall invoice the State separately for interest on delinquent amounts due, referencing the delinquent payment, number of day's interest to be paid, and applicable interest rate. The acceptance of an invoice shall not constitute acceptance of any Work performed under this Agreement. Except as specifically agreed in this Agreement, Grantee shall be solely responsible for all costs, expenses, and other charges it incurs in connection with its performance under this Agreement.

**12. Term.** The parties' respective performances under this Agreement shall commence on the "Service From" date identified on the face of the Small Dollar Grant Award, unless otherwise specified, and shall terminate on the "Service To" date identified on the face of the Small Dollar Grant Award unless sooner terminated in accordance with the terms of this Agreement.

**13. Payment Disputes.** If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

**14. Matching Funds.** Grantee shall provide Matching Funds, if required by this Agreement. If permitted under the terms of the grant and per this Agreement, Grantee may be permitted to provide Matching Funds prior to or during the course of the project or the match will be an in-kind match. Grantee shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any Matching Funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" pursuant to this Agreement, has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

**15. Reimbursement of Grantee Costs.** If applicable, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Agreement for all allowable costs described in the grant except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to, and received approval from the State of the change, the change does not modify the total maximum amount of this Agreement, and the change does not modify any requirements of the Work. If applicable, the State shall reimburse Grantee for the properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs. Grantee's costs for Work performed after the "Service To" date identified on the face of the Small Dollar Grant Award, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are (a) reasonable and necessary to accomplish the Work, and (b) equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the costs actually incurred).

**16. Close-Out.** Grantee shall close out this Award within 45 days after the "Service To" date identified on the face of the Small Dollar Grant Award, including any modifications. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined

## STATE CONTROLLER

in this Agreement and Grantee's final reimbursement request or invoice. In accordance with the Agreement, the State may withhold a percentage of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

**17. Assignment.** Grantee's rights and obligations under this Agreement may not be transferred or assigned without the prior, written consent of the State and execution of a new agreement. Any attempt at assignment or transfer without such consent and new agreement shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

**18. Subcontracts.** Grantee shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each subcontract upon request by the State. All subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

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

**20. Survival of Certain Agreement Terms.** Any provision of this Agreement that imposes an obligation on a party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other party.

**21. Third Party Beneficiaries.** Except for the parties' respective successors and assigns, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

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

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

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

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

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

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

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

# STATE CONTROLLER

and accepted by State prior to the effective date of the notice of termination. The State's termination liability under this section shall not exceed the total Agreement price.

**29. Termination for Funds Availability.** The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Work performed and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §28.

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

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

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

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

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

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

**36. Public Contracts for Services. [Not Applicable to offer, issuance, or sale of securities, investment advisory services, fund management services, sponsored projects, intergovernmental grant agreements, or information technology services or products and services]** Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c). Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract or agreement with a Subcontractor that fails to certify to Grantee that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Grantee shall (a) not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants during performance of this Agreement, (b) notify Subcontractor and the State within three days if Grantee has actual knowledge that Subcontractor is employing or contracting with an illegal alien for work under this Agreement, (c) terminate the subcontract if Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving notice, and (d) 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 Department program, Grantee shall deliver to the State a written, notarized affirmation that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 *et seq.*, the State may terminate this Agreement for breach and, if so terminated, Grantee shall be liable for damages.

**37. Public Contracts with Natural Persons.** Grantee, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that the person (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 a form of identification required by CRS §24-76.5-103 prior to the date Grantee begins Work under terms of the Agreement.



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## ADDENDUM 1:

### Additional Terms & Conditions for Information Technology

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

**A. Definitions.** The following terms shall be construed and interpreted as follows: (a) **"CJI"** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended, and all Criminal Justice Records as defined under CRS §24-72-302; (b) **"Incident"** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, pursuant to CRS §§24-37.5-401 *et seq.*; (c) **"PCI"** means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law; (d) **"PHI"** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual including, without limitation, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act; (e) **"PII"** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records, including, without limitation, all information defined as personally identifiable information in CRS §24-72-501; (f) **"State Confidential Information"** means any and all State data, information, and records not subject to disclosure under the Colorado Open Records Act and includes, without limitation, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under the Colorado Open Records Act; (g) **"State Fiscal Rules"** means those fiscal rules promulgated by the Colorado State Controller pursuant to CRS §24-30-202(13)(a); (h) **"State Fiscal Year"** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year; (i) **"State Records"** means any and all State data, information, and records, regardless of physical form; (j) **"Tax Information"** means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation, including, without limitation all information defined as federal tax information in Internal Revenue Service Publication 1075; and (k) **"Work Product"** means the tangible and intangible results of the delivery of goods and performance of services, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work, but does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

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

**C. Information Confidentiality.** Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law, or approved in writing by the State. If Grantee will or may have access to any State Confidential Information or any other protected information, Grantee shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Grantee shall comply with all Colorado Office of Information Security ("OIS") policies and procedures which OIS has issued pursuant to CRS §§24-37.5-401 through 406 and 8 CCR §1501-5 and posted at <http://oit.state.co.us/ois>, all information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any industry standards or guidelines, as applicable based on the classification of the data relevant to Grantee's performance under this Agreement. Such obligations may arise from: Health Information Portability and Accountability Act (HIPAA); IRS Publication 1075; Payment Card Industry Data Security Standard (PCI-DSS); FBI Criminal Justice Information Service Security Addendum; Centers for Medicare & Medicaid Services (CMS) Minimum Acceptable Risk Standards for Exchanges; and Electronic Information Exchange

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Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with The Social Security Administration. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

**D. Other Entity Access and Nondisclosure Agreements.** Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the work, but shall restrict access to State Confidential Information to those agents, employees, assigns, and Subcontractors who require access to perform their obligations under this Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign, or Subcontractors has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

**E. Use, Security, and Retention.** Grantee shall use, hold, and maintain State Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

**F. Incident Notice and Remediation.** If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable actual costs thereof.

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

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

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

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

**K. Information Technology.** To the extent that Grantee provides physical or logical storage of State Records; Grantee creates, uses, processes, discloses, transmits, or disposes of State Records; or Grantee is otherwise given physical or logical access to State Records in order to perform Grantee's obligations under this Agreement, the following terms shall apply. Grantee shall, and shall cause its Subcontractors, to: Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Agreement; Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards; Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing; Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments; Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the OIS; Comply with all rules, policies, procedures, and standards issued by the Governor's Office of Information Technology (OIT), including project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at [www.oit.state.co.us/about/policies](http://www.oit.state.co.us/about/policies). Grantee shall not allow remote access to State Records from outside the United States, including access by

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Grantee's employees or agents, without the prior express written consent of OIS. Grantee shall communicate any request regarding non-U.S. access to State Records to the State. The State, acting by and through OIS, shall have sole discretion to grant or deny any such request.

**Grand Junction Regional Airport Authority**  
Agenda Item Summary

TOPIC:	CDOT Division of Aeronautics Grant 24-GJT-02		
PURPOSE:	Information <input type="checkbox"/>	Guidance <input type="checkbox"/>	Decision <input checked="" type="checkbox"/>
RECOMMENDATION:	Approve CDOT Grant Agreement 24-GJT-02 for \$900,000 for Aircraft Rescue Fire Fighting (ARFF) Truck Replacement and authorize the Executive Director to sign.		
SUMMARY:	Staff worked with the CDOT Aeronautics Division over the past several years to have \$900,000 toward a replacement Aircraft Rescue and Firefighting (ARFF) truck added to the Capital Improvement Plan as soon as possible, which was 2026 when the plan was last updated in November 2023. CDOT notified staff in March they had enough funding to award the grant early, and the Colorado Aeronautical Board approved the grant award at their April 18 <sup>th</sup> Board Meeting.		

Grand Junction Regional Airport (GJT) is currently served by two 1,500- gallon ARFF trucks. One of the two trucks, a 2003 Oshkosh Striker, is at the end of its useful life and needs to be replaced to reliably remain within the Airport's existing ARFF Index B. The existing ARFF truck is 21 years old, which exceeds the 15-year minimum useful life duration prescribed by the FAA in the AIP Handbook. If the 2003 Oshkosh Striker were to become unusable without replacement, the Airport would be unable to take the other truck down for planned or unexpected maintenance and remain in compliance with ARFF Index B requirements.

Staff plans to procure one FAA-compliant ARFF truck that would carry fluorine-free firefighting agent and 3,000 gallons of water. This would ensure compliance with the airport's existing ARFF Index B and provide a smooth transition to Index C within the 15-year minimum useful life of the equipment. Currently, GJT receives scheduled service by Index C aircraft 2-6 times daily. The Airport anticipates reaching ARFF Index C, with 5+ daily Index C aircraft operations, within the next ten years based on the Airport Development Plan, the TAF, and airline fleet plans. A 3,000-gallon truck would provide adequate ARFF Index coverage when that change occurs at GJT. The estimated cost of a 3,000-gallon truck is 14% higher than the estimated cost of a 1,500-gallon truck. Staff plans to complete the procurement of the truck this summer, returning to the Airport Board for purchase approval by September. Staff hope to have the new truck delivered by December 2025.

This agreement is between the Airport and CDOT only and therefore does not require co-sponsor approvals from the City of Grant Junction and Mesa County.



REVIEWED BY:	Executive Director, CIP Manager, and Legal Counsel
FISCAL IMPACT:	<p><b>Total CDOT Grant Funding of \$900,000 anticipated to be applied to projects as follows:</b></p> <ul style="list-style-type: none"> <li>• Federal - \$0</li> <li>• GJRAA - \$590,060</li> <li>• <b>CDOT - \$900,000</b></li> <li>• Total - \$1,490,600</li> </ul> <p>While this project was not explicitly included in the 2024 budget, it fits within the approved non-AIP capital budget. This was a planned 2026 capital expense that was accelerated two years.</p>
ATTACHMENTS:	CDOT Grant 24-GJT-02
STAFFCONTACT:	<p>Angela Padalecki</p> <p><a href="mailto:apadalecki@gjairport.com">apadalecki@gjairport.com</a></p> <p>Office: 970-248-8588</p>

## GRANT AWARD LETTER

### SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

<b>State Agency</b> Colorado Department of Transportation, Colorado Aeronautical Board, Division of Aeronautics	<b>Grant Amount</b>  <b>State:</b> <span style="float: right;"><b>\$900,000.00</b></span>
<b>Grantee</b> GRAND JUNCTION REGIONAL AIRPORT AUTHORITY	
<b>Grant Issuance Date</b> The Effective Date	
<b>Grant Expiration Date</b> June 30, 2027	<b>Local Match Amount</b>  <b>Local:</b> <span style="float: right;"><b>\$590,060.00</b></span>
<b>Grant Authority</b> Authority to enter into this Grant exists in CRS §43-10-108.5 and funds have been budgeted, appropriated and otherwise made available pursuant to CRS §§39-27-112(2)(b), 43-10-109, 43-10-102 and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance, and coordination have been accomplished from and with appropriate agencies.	
<b>Grant Purpose</b> Element A: Aircraft Rescue Fire Fighting (ARFF) Truck Replacement	
<b>Exhibits and Order of Precedence</b> The following Exhibits and attachments are included with this Grant: Exhibit A, Discretionary Aviation Grant Application Exhibit B, Resolution Exhibit C, Grant Assurances Exhibit D, Sample Option Letter  In the event of a conflict or inconsistency between this Grant and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority: 1. Provisions of the main body of this Grant 2. Exhibit A, Discretionary Aviation Grant Application 3. Exhibit B, Resolution 4. Exhibit C, Grant Assurances 5. Exhibit D, Sample Option Letter	

## SIGNATURE PAGE

### THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

<p><b>GRANTEE</b> GRAND JUNCTION REGIONAL AIRPORT AUTHORITY</p> <p>_____ By: Angela Padalecki, Executive Director</p> <p>Date: _____</p>	<p><b>STATE OF COLORADO</b> Jared S. Polis, Governor <b>Department of Transportation</b></p> <p>_____ By: David R. Ulane, Aeronautics Division Director for Shoshana M. Lew, Executive Director</p> <p>Date: _____</p>
<p>In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p>_____ By: Department of Transportation</p> <p>Effective Date: _____</p>	

## 1. GRANT

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the “State”) hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the “Grantee”) an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

## 2. TERM

### A. Initial Grant Term and Extension

The Parties’ respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing written notice to the Grantee in a form substantially equivalent to Exhibit D.

### B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, the Colorado Aeronautical Board or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee’s obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

## 3. PURPOSE

The General Assembly of the State of Colorado declared in Title 43 of the Colorado Revised Statutes, Article 10, 1991 in CRS §43-10-101 (the Act) “... that there exists a need to promote the safe operations and accessibility of general aviation in this state; that improvements to general aviation transportation facilities will promote diversified economic development across the state; and that accessibility to airport facilities for residents of this state is crucial in the event of a medical or other type of emergency...”

The Act created the Colorado Aeronautical Board (“the Board”) to establish policy and procedures for distribution of monies in the Aviation Fund and created the Division of Aeronautics (“the Division”) to carry out the directives of the Board, including technical and planning assistance to airports and the administration of the state aviation system grant program. SEE CRS §43-10-103 and C.R.S. §43-10-105 and CRS §43-10-108.5 of the Act.

Any entity operating a public-accessible airport in the state may file an application for and be recipient of a grant to be used solely for aviation purposes. The Division is authorized to assist such airports as request assistance by means of a Resolution passed by the applicant’s duly-authorized governing body, which understands that all funds shall be used exclusively for aviation purposes and that it will comply with all grant procedures, grant assurances and requirements as defined in the Division’s Programs and Procedures Manual, (“the Manual”) and the Airport Sponsor Assurances for Colorado Discretionary Aviation Grant Funding attached hereto as Exhibit C.

## 4. DEFINITIONS

The following terms shall be construed and interpreted as follows:

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

- B. **“Business Day”** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- C. **“CJI”** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.
- D. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1, *et. seq.*, C.R.S.
- E. **“Exhibits”** means exhibits and attachments included with this Grant as shown on the first page of this Grant.
- F. **“Extension Term”** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter.
- G. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- H. **“Grant Award Letter”** means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.
- I. **“Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.
- J. **“Grant Expiration Date”** means the Grant Expiration Date shown on the first page of this Grant Award Letter.
- K. **“Grant Issuance Date”** means the Grant Issuance Date shown on the first page of this Grant Award Letter.
- L. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- M. **“Initial Term”** means the time period between the Grant Issuance Date and the Grant Expiration Date.
- N. **“Manual”** means the Programs and Procedures Manual as approved by the Colorado Aeronautical board that is available on the Colorado Division of Aeronautics’ website.
- O. **“Matching Funds”** means the funds provided by Grantee as a match required to receive the Grant Funds.
- P. **“Party”** means the State or Grantee, and “Parties” means both the State and Grantee.
- Q. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S.
- R. **“Services”** means the services to be performed by Grantee as set forth in this Grant Award Letter and shall include any services to be rendered by Grantee in connection with the Goods.
- S. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- T. **“State Fiscal Rules”** means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.

- U. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- V. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- W. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- X. **“Work”** means the delivery of the Goods and performance of the Services described in this Grant Award Letter.
- Y. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

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

## 5. STATEMENT OF WORK

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

## 6. PAYMENTS TO GRANTEE

### A. Maximum Amount.

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

### B. Increase or Decrease Quantities and Total Price - State's Option.

The State, at its discretion, shall have the option to increase or decrease the-quantity of goods/services described in Exhibit A at the same rates and under the same terms specified in this agreement. In order to exercise this option, the State shall provide written notice to Grantee in in form substantially equivalent to Exhibit D prior to the end of the current Grant term. Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Agreement.

### C. Matching Funds.

Grantee shall provide the Local Match Amount shown on the first page of this Grant Award Letter and described in Exhibit A (the “Local Match Amount”). Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Grant Award Letter each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Grant Award Letter irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant Award Letter is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee’s laws or policies.

### D. Reimbursement of Grantee Costs.

The State shall reimburse Grantee’s allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal

modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work.

E. Close-Out.

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice.

**7. REPORTING - NOTIFICATION**

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in §6.E, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

**8. GRANTEE RECORDS**

A. Maintenance and Inspection

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

B. Monitoring

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

C. Final Audit Report

Grantee shall promptly submit upon request to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party.

**9. CONFIDENTIAL INFORMATION - STATE RECORDS**

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

**B. Other Entity Access and Nondisclosure Agreements**

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

**C. Use, Security, and Retention**

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

**D. Incident Notice and Remediation**

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

**E. Safeguarding PII**

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §24-73-101 *et seq.*, C.R.S.

**10. CONFLICTS OF INTEREST**

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration.

**11. INSURANCE**

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

**12. REMEDIES**

In addition to any remedies available under any exhibit to this Grant Award Letter, if Grantee fails to comply with any term or condition of this Grant the State may terminate some or all of this Grant and require Grantee to repay any or all Grant funds to the State in the State's sole discretion. The State may also terminate this Grant



Award Letter at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

### 13. DISPUTE RESOLUTION

Except as herein specifically provided otherwise, for all disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

### 14. NOTICES and REPRESENTATIVES

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

#### For the State:

Scott Storie, Aviation Planner  
CDOT-Aeronautics

5126 Front Range Parkway  
Watkins, CO 80137  
scott.storie@state.co.us

#### For Grantee:

Angela Padalecki  
GRAND JUNCTION REGIONAL AIRPORT  
AUTHORITY  
2828 WALKER FIELD DRIVE SUITE 301  
GRAND JUNCTION, CO 81506  
apadalecki@gjairport.com

### 15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

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

### 16. GOVERNMENTAL IMMUNITY

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

### 17. GENERAL PROVISIONS

#### A. Assignment

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

#### B. Captions and References

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

#### C. Entire Understanding

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

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

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

G. Severability

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

H. Survival of Certain Grant Award Letter Terms

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

I. Third Party Beneficiaries

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

J. Waiver

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

## EXHIBIT A



# Colorado Division of Aeronautics Discretionary Aviation Grant Application

APPLICANT INFORMATION		
<b>APPLICANT SPONSOR:</b> Grand Junction Regional Airport Authority	<b>AIRPORT:</b> Grand Junction Regional Airport	<b>IDENTIFIER:</b> GJT
<b>PROJECT DIRECTOR:</b> Angela Padalecki		
<b>MAILING ADDRESS:</b> 2828 Walker Field Dr. Suite 301 Grand Junction, CO 81506	<b>EMAIL ADDRESS:</b>	apadalecki@gjairport.com
	<b>PHONE NUMBER:</b>	(970) 852-1247

GRANT NAME AND TERMS		
<b>24-GJT-02</b>	<b>TERMS</b>	
	Execution Date:	Expiration Date: June 30, 2027

FUNDING SUMMARY	
Funding Source	Funding Amount
State Aviation Grant:	\$900,000.00
Local Cash:	\$590,060.00
Local In-Kind:	\$0.00
Federal Aviation Grant:	\$0.00
Total Project Funding:	\$1,490,060.00

PROJECT SCHEDULE & BUDGET							
ELEMENT DESCRIPTION	STATE FUNDING		LOCAL FUNDING		FEDERAL FUNDING		TOTAL
A. A - ARFF Truck Replacement	\$900,000.00	Up to 90%	\$590,060.00	39.60%	\$0.00	0.00%	\$1,490,060.00
<b>TOTALS</b>	<b>\$900,000.00</b>		<b>\$590,060.00</b>		<b>\$0.00</b>		<b>\$1,490,060.00</b>

## EXHIBIT B, RESOLUTION

### RESOLUTION

#### WHEREAS:

The General Assembly of the State of Colorado declared in Title 43 of the Colorado Revised Statutes, Article 10, 1991 in CRS §43-10-101 (the Act) "... that there exists a need to promote the safe operations and accessibility of general aviation in this state; that improvements to general aviation transportation facilities will promote diversified economic development across the state; and that accessibility to airport facilities for residents of this state is crucial in the event of a medical or other type of emergency..."

The Act created the Colorado Aeronautical Board ("the Board") to establish policy and procedures for distribution of monies in the Aviation Fund and created the Division of Aeronautics ("the Division") to carry out the directives of the Board, including technical and planning assistance to airports and the administration of the state aviation system grant program. SEE CRS §43-10-103 and C.R.S. §43-10-105 and CRS §43-10-108.5 of the Act.

Any eligible entity operating a public-accessible airport in the state may file an application for and be recipient of a grant to be used solely for aviation purposes. The Division is authorized to assist such airports as request assistance by means of a Resolution passed by the applicant's duly-authorized governing body, which understands that all funds shall be used exclusively for aviation purposes and that it will comply with all grant procedures, grant assurances and requirements as defined in the Division's Program and Procedures Manual, ("the Manual") and the Airport Sponsor Assurances for Colorado Discretionary Aviation Grant Funding ("Grant Assurances") attached hereto as Exhibit C.

#### NOW, THEREFORE, BE IT RESOLVED THAT:

The **GRAND JUNCTION REGIONAL AIRPORT AUTHORITY**, as a duly authorized governing body of the grant applicant, hereby formally requests assistance from the Colorado Aeronautical Board and the Division of Aeronautics in the form of a state aviation system grant. The **GRAND JUNCTION REGIONAL AIRPORT AUTHORITY** states that such grant shall be used solely for aviation purposes, as determined by the State, and as generally described in the Application.

By signing this Grant Agreement, the applicant commits to keep open and accessible for public use all grant funded facilities, improvements and services for their useful life, as determined by the Division and stated in the Grant Agreement and Grant Assurances.

#### FURTHER BE IT RESOLVED:

That the **GRAND JUNCTION REGIONAL AIRPORT AUTHORITY** hereby designates **Angela Padalecki** as the Project Director, as described in the Manual and authorizes the Project Director to act in all matters relating to the work project proposed in the Application in its behalf, including executions of the Grant Agreement and any amendments.

#### FURTHER:

The **GRAND JUNCTION REGIONAL AIRPORT AUTHORITY** has appropriated or will otherwise make available in a timely manner all funds, if any, that are required to be provided by the Applicant under the terms and conditions of the Grant Agreement.

#### FINALLY:

The **GRAND JUNCTION REGIONAL AIRPORT AUTHORITY** hereby accepts all guidelines, procedures, standards, and requirements described in the Manual as applicable to the performance of the grant work and hereby approves the Grant Agreement submitted by the State, including all terms and conditions contained therein.

By Angela Padalecki, Executive Director

Date: \_\_\_\_\_

ATTEST (if needed)

N/A

## EXHIBIT C, GRANT ASSURANCES

### Airport Sponsor Assurances for Colorado Discretionary Aviation Grant Funding

Approved by CAB January 22, 2018

#### I. APPLICABILITY

- a. These assurances shall be complied with by Airport Sponsors in the performance of all projects at airports that receive Colorado Department of Transportation – Division of Aeronautics (Division) Colorado Discretionary Aviation Grant (CDAG) funding for projects including but not limited to: master planning, land acquisition, equipment acquisition or capital improvement projects (Project). It is not the intent of these Assurances to expand existing Federal Aviation Administration (FAA) Grant Assurances for airports included in the National Plan of Integrated Airport Systems (NPIAS); as similar assurances already exist for acceptance of FAA funding.
- b. Upon acceptance of this grant agreement these assurances are incorporated in and become a part thereof.

#### II. DURATION

- a. The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the Project as defined in Table 1 (Useful Life), or if the airport for which the Project is funded ceases to function as a public airport, for twenty (20) years from the date of Project completion, whichever period is greater. However, there shall be no limit on the duration of the assurances with respect to real property acquired with CDAG Project funds.

#### III. COMPLIANCE

- a. Should an Airport Sponsor be notified to be in non-compliance with any terms of this agreement, they may become ineligible for future Division funding until such non-compliance is cured.
- b. If any Project is not used for aviation purposes during its Useful Life, or if the airport for which the Project is funded ceases to function as a public airport, for twenty (20) years from the date of Project completion or at any time during the estimated useful life of the Project as defined in Table 1, whichever period is greater, the Airport Sponsor may be liable for repayment to the Division of any or all funds contributed by the Division under this agreement. If the airport at which the Project is constructed is abandoned for any reason, the Division may in its discretion discharge the Airport Sponsor from any repayment obligation upon written request by the Airport Sponsor.

#### IV. AIRPORT SPONSOR GRANT ASSURANCES

1. **Compatible Land Use.** Compatible land use and planning in and around airports benefits the state aviation system by providing opportunities for safe airport development, preservation of airport and aircraft operations, protection of airport approaches, reduced potential for litigation and compliance with appropriate airport design standards. The airport will take appropriate action, to the extent reasonable, to restrict the use of land adjacent to, in the immediate vicinity of, or on the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.
2. **On-Airport Hazard Removal and Mitigation.** The airport will take appropriate action to protect aircraft operations to/from the airport and ensure paths are adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
3. **Safe, Efficient Use, and Preservation of Navigable Airspace.** The airport shall comply with 14 CFR Part 77 for all future airport development and anytime an existing airport development is altered.
4. **Operation and Maintenance.** In regards to Projects that receive Division funding, the airport sponsor certifies that it has the financial or other resources that may be necessary for the preventive maintenance, maintenance, repair and operation of such projects during their Useful Life.

The airport and all facilities which are necessary to serve the aeronautical users of the airport shall be operated at all times in a safe and serviceable condition. The airport will also have in effect arrangements for:

- a. Operating the airport's aeronautical facilities whenever required;
  - b. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - c. Promptly notifying airmen of any condition affecting aeronautical use of the airport.
5. **Airport Revenues.** All revenues generated by the airport will be expended by it for the capital or operating costs of the airport, the local airport system, or other local facilities owned or operated by the owner or operator of the airport for aviation purposes.
  6. **Airport Layout Plan (ALP).** Once accomplished and as otherwise may be required to develop, it will keep up-to-date a minimum of an ALP of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing improvements thereon.
  7. **Use for Aviation Purposes.** The Airport Sponsor shall not use runways, taxiways, aprons, seeded areas or any other appurtenance or facility constructed, repaired, renovated or maintained under the terms of this Agreement for activities other than aviation purposes unless otherwise exempted by the Division.

**TABLE 1**

Project Type	Useful Life
a. All construction projects (unless listed separately below)	20 years
b. All equipment and vehicles	10 years
c. Pavement rehabilitation (not reconstruction, which is 20 years)	10 years
d. Asphalt seal coat, slurry seal, and joint sealing	3 years
e. Concrete joint replacement	7 years
f. Airfield lighting and signage	10 years
g. Navigational Aids	15 years
h. Buildings	40 years
i. Land	Unlimited

### EXHIBIT D, SAMPLE OPTION LETTER

<b>State Agency</b> Colorado Department of Transportation, Colorado Aeronautical Board, Division of Aeronautics	<b>Option Letter Number</b> Insert the Option Number (e.g. "1" for the first option)
<b>Grantee</b> Insert Grantee's Full Legal Name, including "Inc.", "LLC", etc...	<b>Original Agreement Number</b> Insert CMS number or Other Contract Number of the Original Contract
<b>Current Agreement Maximum Amount</b> Initial Funding State: \$0.00 Modifications Option Letter 1 \$0.00 Option Letter 2 \$0.00 Option Letter 3 \$0.00 Option Letter 4 \$0.00	<b>Option Agreement Number</b> Insert CMS number or Other Contract Number of this Option
Modified Agreement Maximum Amount \$0.00	<b>Agreement Performance Beginning Date</b> The later of the Effective Date or Month Day, Year
	<b>Current Agreement Expiration Date</b> Month Day, Year

1. **OPTIONS:**

Option to extend for an Extension Term and/or add additional funds.

2. **REQUIRED PROVISIONS:**

- A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
- B. **For use with Options 1(A):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to Increase/Decrease the grant maximum amount for a change in services as stated in the Original Agreement, as amended.
- C. **For use with all Option Letters:** The Agreement Maximum Amount table on the Agreement's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above and Exhibit A is hereby deleted and replaced with Exhibit A-# incorporated and attached hereto.

3. **OPTION EFFECTIVE DATE:**

- A. The effective date of this Option Letter is upon approval of the State Controller, whichever is later.

<b>STATE OF COLORADO</b> Jared S. Polis, Governor <b>Department of Transportation</b>  By: David R. Ulane, Aeronautics Division Director For Shoshana M. Lew, Executive Director  Date: _____	In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.  <b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b>  By: _____ Department of Transportation  Option Effective Date: _____
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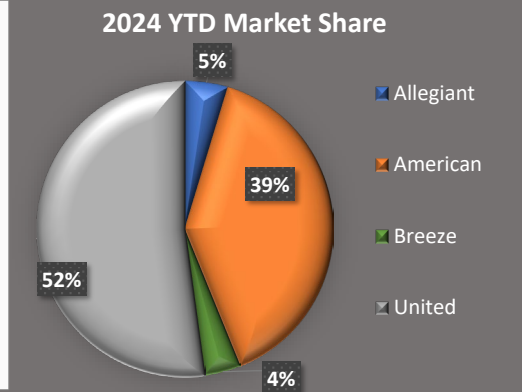
# GRAND JUNCTION REGIONAL AIRPORT

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**March      2024**  
**DATA & STATISTICS**



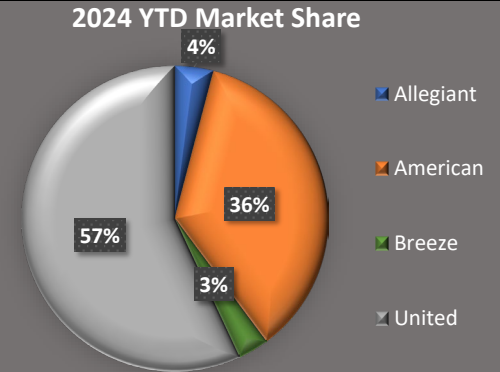
## Total Passenger Enplanements



2024	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Breeze (SNA, SFO)	United (DEN)	Charters/ Diversions	Total	Annual Inc/Dec
JAN	987	7,201	0	10,410	0	18,598	↑ 12.1%
FEB	824	7,532	846	9,478	0	18,680	↑ 1.4%
MAR	961	8,521	1,512	11,046	53	22,093	↑ 10.0%
APR						0	
MAY						0	
JUN						0	
JUL						0	
AUG						0	
SEP						0	
OCT						0	
NOV						0	
DEC						0	
<b>TOTAL</b>	<b>2,772</b>	<b>23,254</b>	<b>2,358</b>	<b>30,934</b>	<b>53</b>	<b>59,371</b>	
Market Share	4.67%	39.17%	3.97%	52.10%	0.09%	100.00%	

2023	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Breeze (SNA, SFO)	United (DEN)	Charters/ Diversions	Total
JAN	932	8,545	0	7,110	0	16,587
FEB	1,507	9,479	0	7,326	108	18,420
MAR	2,512	8,687	0	8,886	0	20,085
APR	1,790	10,063	0	10,339	0	22,192
MAY	1,587	10,848	0	11,221	0	23,656
JUN	1,663	9,246	0	9,285	0	20,194
JUL	2,571	10,062	0	9,280	0	21,913
AUG	1,303	9,171	0	9,826	0	20,300
SEP	893	10,032	0	12,388	0	23,313
OCT	1,074	11,220	0	11,501	0	23,795
NOV	980	8,490	0	11,535	0	21,005
DEC	1,041	7,932	0	10,877	0	19,850
<b>TOTAL</b>	<b>17,853</b>	<b>113,775</b>	<b>-</b>	<b>119,574</b>	<b>108</b>	<b>251,310</b>
Market Share	7.10%	45.27%	0.00%	47.58%	0.04%	100.00%

## Total Passenger Deplanements



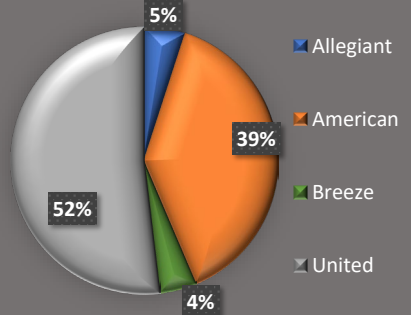
2024	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Breeze (SNA, SFO)	United (DEN)	Charters/ Diversions	Total	Annual Inc/Dec
JAN	1,001	9,044	0	13,474	0	23,519	↑ 21.4%
FEB	814	7,316	738	11,500	178	20,546	↑ 4.4%
MAR	925	7,705	1,445	13,377	207	23,659	↑ 0.7%
APR						0	
MAY						0	
JUN						0	
JUL						0	
AUG						0	
SEP						0	
OCT						0	
NOV						0	
DEC						0	
<b>TOTAL</b>	<b>2,740</b>	<b>24,065</b>	<b>2,183</b>	<b>38,351</b>	<b>385</b>	<b>67,724</b>	
Market Share	4.05%	35.53%	3.22%	56.63%	0.57%	100.00%	

2023	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Breeze (SNA, SFO)	United (DEN)	Charters/ Diversions	Total
JAN	900	8,617	0	9,727	131	19,375
FEB	1,529	9,723	0	8,164	265	19,681
MAR	2,259	10,202	0	10,820	202	23,483
APR	1,827	10,498	0	10,453	54	22,832
MAY	1,683	10,837	0	10,761	0	23,281
JUN	1,683	9,194	0	9,776	2	20,655
JUL	2,792	9,595	0	9,006	0	21,393
AUG	1,345	9,124	0	9,897	0	20,366
SEP	796	9,615	0	11,834	0	22,245
OCT	1,050	10,451	0	11,176	0	22,677
NOV	960	8,262	0	11,333	0	20,555
DEC	992	8,386	0	11,724	0	21,102
<b>TOTAL</b>	<b>17,816</b>	<b>114,504</b>	<b>-</b>	<b>124,671</b>	<b>654</b>	<b>257,645</b>
Market Share	6.91%	44.44%	0.00%	48.39%	0.25%	100.00%

## Scheduled Capacity



2024 YTD Market Share



2024	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Breeze (SNA, SFO)	United (DEN)	Total	Annual Inc/Dec
JAN	1,404	9,254	0	13,399	24,057	↑ 15.8%
FEB	1,248	11,508	1,540	14,912	29,208	↑ 21.1%
MAR	1,404	10,871	2,080	14,078	28,433	↑ 2.1%
APR					0	
MAY					0	
JUN					0	
JUL					0	
AUG					0	
SEP					0	
OCT					0	
NOV					0	
DEC					0	
<b>TOTAL</b>	<b>4,056</b>	<b>31,633</b>	<b>3,620</b>	<b>42,389</b>	<b>81,698</b>	
Market Share	4.96%	38.72%	4.43%	51.88%	100.00%	

2023	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Breeze (SNA, SFO)	United (DEN)	Total
JAN	1,446	11,096	0	8,230	20,772
FEB	2,112	13,749	0	8,262	24,123
MAR	3,102	13,908	0	10,846	27,856
APR	2,826	13,300	0	10,980	27,106
MAY	2,334	13,057	0	12,418	27,809
JUN	3,078	11,091	0	11,424	25,593
JUL	3,546	12,727	0	11,214	27,487
AUG	1,794	13,628	0	11,218	26,640
SEP	1,278	11,972	0	14,112	27,362
OCT	1,404	12,212	0	12,106	25,722
NOV	1,269	10,053	0	12,716	24,038
DEC	1,448	9,912	0	12,990	24,350
<b>TOTAL</b>	<b>25,637</b>	<b>146,705</b>	<b>-</b>	<b>136,516</b>	<b>308,858</b>
Market Share	8.30%	47.50%	0.00%	44.20%	100.00%

## Load Factor

\*Includes Scheduled Flights ONLY



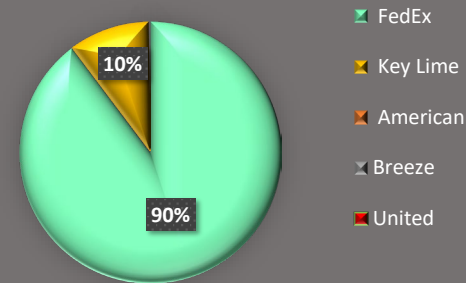
2024	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Breeze (SNA, SFO)	United (DEN)	Total	Annual Inc/Dec
JAN	70%	78%	0%	78%	77%	↓ -3%
FEB	66%	65%	55%	63%	64%	↓ -13%
MAR	68%	78%	73%	78%	77%	↑ 5%
APR						
MAY						
JUN						
JUL						
AUG						
SEP						
OCT						
NOV						
DEC						
<b>TOTAL</b>	<b>68%</b>	<b>74%</b>	<b>65%</b>	<b>73%</b>	<b>73%</b>	

2023	Allegiant (LAX, AZA, LAS)	American (DFW, PHX)	Breeze (SNA, SFO)	United (DEN)	Total
JAN	64%	77%	0%	86%	80%
FEB	71%	69%	0%	89%	76%
MAR	81%	62%	0%	82%	72%
APR	63%	76%	0%	91%	81%
MAY	68%	83%	0%	90%	85%
JUN	54%	83%	0%	77%	77%
JUL	73%	79%	0%	81%	79%
AUG	73%	67%	0%	83%	74%
SEP	70%	84%	0%	88%	85%
OCT	76%	92%	0%	94%	92%
NOV	77%	84%	0%	91%	87%
DEC	72%	80%	0%	84%	82%
<b>TOTAL</b>	<b>70%</b>	<b>78%</b>	<b>0%</b>	<b>86%</b>	<b>81%</b>

## 2024 Enplaned and Deplaned Airfreight - Lbs

2024 YTD		
Enplaned Freight	944,477	<div>↑ 12.67%</div> <div>↑ 5.76%</div>
Deplaned Freight	1,477,360	
2023 YTD		
Enplaned Freight	838,275	
Deplaned Freight	1,396,840	

2024 Market Share



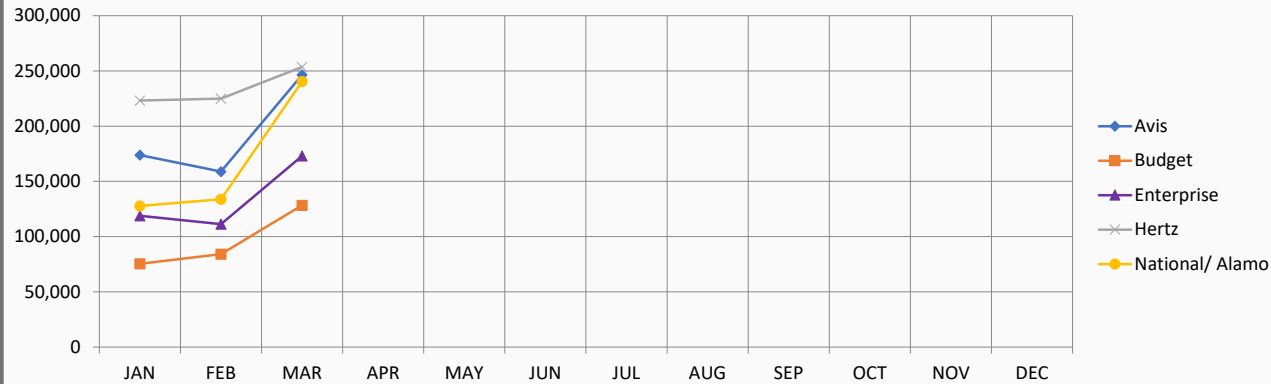
Enplaned	FedEx	Key Lime	American	Breeze	United	Total	YTD Total	Annual Inc/Dec
JAN	284,027	14,391	12	-	97	298,527	298,527	↑ 8.0%
FEB	304,293	11,959	-	-	29	316,281	614,808	↑ 33.5%
MAR	312,469	16,211	-	-	989	329,669	944,477	↑ 1.5%
APR						-		
MAY						-		
JUN						-		
JUL						-		
AUG						-		
SEP						-		
OCT						-		
NOV						-		
DEC						-		
<b>TOTAL</b>	<b>900,789</b>	<b>42,561</b>	<b>12</b>	<b>-</b>	<b>1,115</b>	<b>944,477</b>	<b>944,477</b>	
Market Share	95.37%	4.51%	0.00%	0.00%	0.12%	100.00%		

Deplaned	FedEx	Key Lime	American	Breeze	United	Total	YTD Total	Month over Month Inc/Dec
JAN	375,391	65,372	380	-	2,181	443,324	443,324	↓ -1.1%
FEB	438,433	65,277	567	-	615	504,892	948,216	↑ 17.3%
MAR	459,530	69,041	-	-	573	529,144	1,477,360	↑ 2.1%
APR						-		
MAY						-		
JUN						-		
JUL						-		
AUG						-		
SEP						-		
OCT						-		
NOV						-		
DEC						-		
<b>TOTAL</b>	<b>1,273,354</b>	<b>199,690</b>	<b>947</b>	<b>-</b>	<b>3,369</b>	<b>1,477,360</b>	<b>1,477,360</b>	
Market Share	86.19%	13.52%	0.06%	0.00%	0.23%	100.00%		

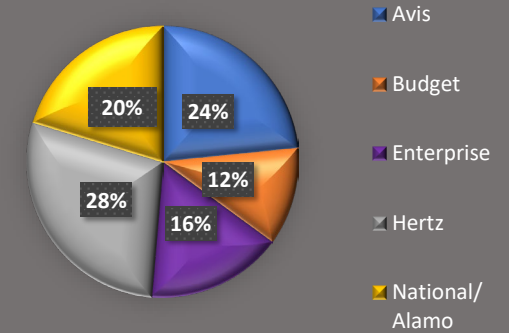
# 2024 Aircraft Operations

Itinerant						Local			
2024	Air Carrier	Air Taxi	General Aviation	Military	TOTAL ITINERANT	Local Civilian	Local Military	TOTAL LOCAL	TOTAL
JAN	629	456	1,839	98	3,022	2,080	36	2,116	5,138
FEB	666	413	1,848	182	3,109	2,010	50	2,060	5,169
MAR	711	471	1,762	107	3,051	2,002	82	2,084	5,135
APR					0			0	0
MAY					0			0	0
JUN					0			0	0
JUL					0			0	0
AUG					0			0	0
SEP					0			0	0
OCT					0			0	0
NOV					0			0	0
DEC					0			0	0
<b>TOTAL</b>	<b>2,006</b>	<b>1,340</b>	<b>5,449</b>	<b>387</b>	<b>9,182</b>	<b>6,092</b>	<b>168</b>	<b>6,260</b>	<b>15,442</b>
Historical Data	2019	2020	2021	2022	2023	2024	2023-2024 Inc/Dec		
JAN	3,425	3,713	4,904	4,477	4,054	5,138	↑	26.74%	
FEB	3,473	4,378	4,195	4,672	3,457	5,169	↑	49.52%	
MAR	4,119	3,241	4,710	4,636	4,390	5,135	↑	16.97%	
APR	3,378	2,436	4,238	4,357	4,538	-			
MAY	4,075	3,826	4,514	5,235	4,440	-			
JUN	4,293	4,588	5,000	4,785	4,473	-			
JUL	4,348	4,784	5,014	4,039	5,356	-			
AUG	4,256	5,436	4,858	4,983	5,250	-			
SEP	3,941	4,777	5,355	4,890	6,450	-			
OCT	4,004	5,216	5,095	5,171	5,690	-			
NOV	3,811	4,612	4,841	3,974	5,078	-			
DEC	4,216	4,532	4,269	3,746	6,135	-			
<b>TOTAL</b>	<b>47,339</b>	<b>51,539</b>	<b>56,993</b>	<b>54,965</b>	<b>59,311</b>	<b>15,442</b>			

# 2024 Rental Car Revenues



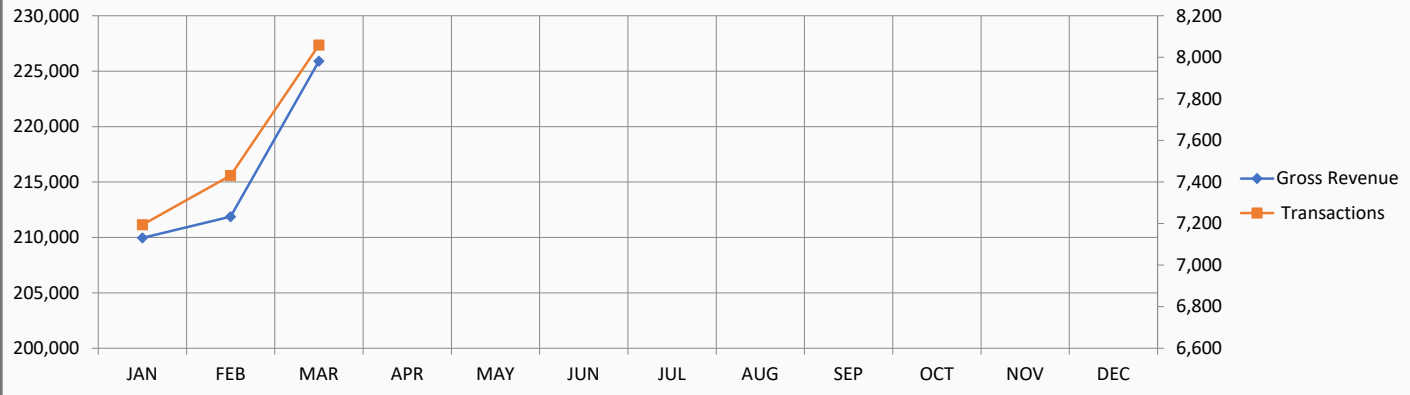
## 2024 Market Share



2024	Avis	Budget	Enterprise	Hertz	National/ Alamo	Total	YTD Total	Annual YTD Inc/Dec	
JAN	173,845	75,404	118,776	223,211	127,791	719,026	719,026	↑	2.3%
FEB	158,922	84,182	111,296	225,026	133,750	713,176	1,432,202	↑	0.5%
MAR	246,456	128,358	173,034	253,618	240,412	1,041,878	2,474,080	↑	5.3%
APR						0			
MAY						0			
JUN						0			
JUL						0			
AUG						0			
SEP						0			
OCT						0			
NOV						0			
DEC						0			
<b>TOTAL</b>	<b>579,222</b>	<b>287,944</b>	<b>403,106</b>	<b>701,855</b>	<b>501,953</b>	<b>2,474,080</b>	<b>2,474,080</b>		
Market Share	23.41%	11.64%	16.29%	28.37%	20.29%	100.00%			

2023	Avis	Budget	Enterprise	Hertz	National/ Alamo	Total	YTD Total
JAN	181,827	65,487	123,652	188,798	143,046	702,810	702,810
FEB	190,145	75,821	107,590	206,867	142,539	722,962	1,425,772
MAR	254,342	104,412	134,608	247,316	183,427	924,105	2,349,877
APR	274,156	134,658	196,094	217,265	208,603	1,030,775	3,380,652
MAY	214,029	146,630	233,204	272,627	246,679	1,113,171	4,493,823
JUN	220,371	155,734	214,896	351,403	195,591	1,137,994	5,631,817
JUL	216,754	165,221	204,004	369,830	207,560	1,163,369	6,795,186
AUG	240,821	157,859	184,695	345,047	209,632	1,138,054	7,933,240
SEP	294,294	149,806	284,758	336,892	244,914	1,310,664	9,243,904
OCT	265,920	170,534	271,416	344,468	277,885	1,330,223	10,574,127
NOV	152,239	72,211	174,950	233,775	153,820	786,995	11,361,122
DEC	117,840	63,949	134,389	194,173	119,753	630,104	11,991,226
<b>TOTAL</b>	<b>2,622,738</b>	<b>1,462,322</b>	<b>2,264,256</b>	<b>3,308,461</b>	<b>2,333,449</b>	<b>11,991,226</b>	
Market Share	21.87%	12.19%	18.88%	27.59%	19.46%	100.00%	

## 2024 Parking Revenues

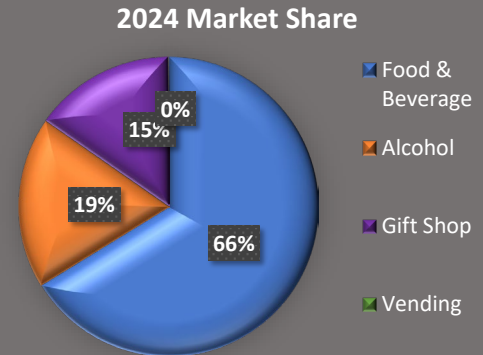
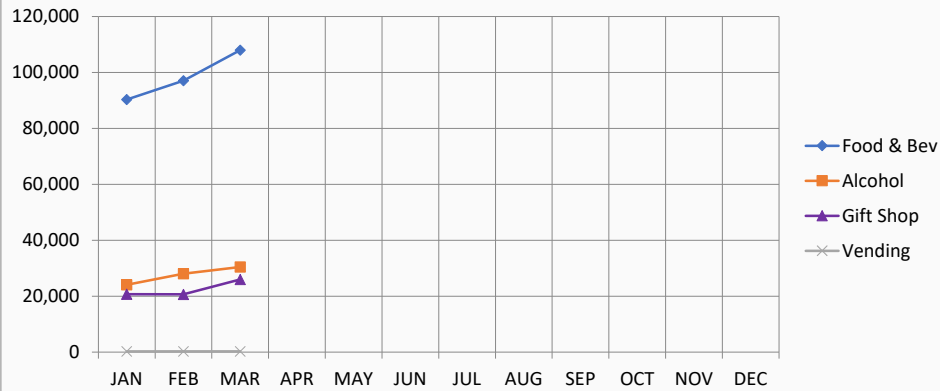


2024	Gross Revenue	Transactions	YTD Gross Revenue	YTD Transactions	Revenue per Transaction	Annual YTD Inc/Dec
JAN	209,954	7,194	209,954	7,194	\$ 29.18	↑ 9.8%
FEB	211,874	7,431	211,874	7,431	\$ 28.51	↑ 1.2%
MAR	225,906	8,059	225,906	8,059	\$ 28.03	↑ 5.5%
APR			0			
MAY			0			
JUN			0			
JUL			0			
AUG			0			
SEP			0			
OCT			0			
NOV			0			
DEC			0			
<b>TOTAL</b>	<b>647,734</b>	<b>22,684</b>	<b>647,734</b>	<b>22,684</b>	<b>\$ 28.55</b>	

2023	Gross Revenue	Transactions	YTD Gross Revenue	YTD Transactions	Revenue per Transaction	
JAN	182,662	6,875	182,662	6,875	\$ 26.57	
FEB	201,062	7,137	383,724	14,012	\$ 28.17	
MAR	214,738	8,079	598,462	22,091	\$ 26.58	
APR	243,795	8,458	842,257	30,549	\$ 28.82	
MAY	250,617	9,550	1,092,874	40,099	\$ 26.24	
JUN	183,350	8,396	1,276,224	48,495	\$ 21.84	
JUL	178,577	8,650	1,454,801	57,145	\$ 20.64	
AUG	178,228	7,882	1,633,029	65,027	\$ 22.61	
SEP	199,599	8,268	1,832,628	73,295	\$ 24.14	
OCT	239,876	10,128	2,072,504	83,423	\$ 23.68	
NOV	227,874	7,983	2,300,378	91,406	\$ 28.54	
DEC	217,878	8,356	2,518,256	99,762	\$ 26.07	
<b>TOTAL</b>	<b>2,518,256</b>	<b>99,762</b>	<b>2,518,256</b>	<b>99,762</b>	<b>\$ 25.24</b>	



# 2024 Terminal Concessions Revenues



2024	Food & Beverage	Alcohol	Gift Shop	Vending	Total	Annual Inc/Dec
JAN	90,313	24,078	20,698	249	\$ 135,337	↓ -6.2%
FEB	97,093	28,025	20,670	252	\$ 146,040	↑ 2.5%
MAR	107,983	30,437	25,985	260	\$ 164,665	↑ 1.2%
APR						
MAY						
JUN						
JUL						
AUG						
SEP						
OCT						
NOV						
DEC						
<b>TOTAL</b>	<b>295,389</b>	<b>82,540</b>	<b>67,352</b>	<b>761</b>	<b>446,042</b>	<b>-77%</b>

2023	Food & Beverage	Alcohol	Gift Shop	Vending	Total
JAN	94,581	27,001	22,149	542	\$ 144,273
FEB	93,333	27,432	21,176	525	\$ 142,465
MAR	102,174	35,647	24,536	433	\$ 162,790
APR	111,201	35,582	27,274	344	\$ 174,402
MAY	106,032	36,213	30,735	316	\$ 173,296
JUN	105,070	28,173	28,665	271	\$ 162,180
JUL	111,353	31,433	31,937	237	\$ 174,960
AUG	104,513	31,181	32,036	279	\$ 168,008
SEP	102,355	34,840	34,470	260	\$ 171,925
OCT	105,895	37,553	32,609	233	\$ 176,290
NOV	87,515	31,440	25,939	236	\$ 145,131
DEC	79,536	27,439	24,070	292	\$ 131,337
<b>TOTAL</b>	<b>1,203,560</b>	<b>383,933</b>	<b>335,597</b>	<b>3,968</b>	<b>1,927,057</b>
Market Share	62%	20%	17%	0%	100%