



Date: Monday, May 16, 2022
Time: 1:30 PM
Location: Commissioners' Conference Room, 2nd Floor, 200 West Oak Street, Fort Collins

WORK SESSION

1. Discussion Item: Work Session with Community Planning, Infrastructure & Resources

- Item 1: Bureau of Reclamation MOU
- Item 2: Poudre River Trail Project
- Item 3: Updating Valuations for Determining County Building Permit Fees
- Item 4: Community Development Director Update
- Item 5: Oil & Gas Topics
- Item 6: CPIR Update

Laurie Kadrich, Director, Community Planning, Infrastructure & Resources

Per the Americans with Disabilities Act (ADA), Larimer County will provide a reasonable accommodation to qualified individuals with a disability who need assistance. Services can be arranged with at least seven (7) business days' notice. Please email us at bcc-admin@larimer.org, or call (970) 498-7010 or Relay Colorado 711. "Walk-in" requests for auxiliary aids and services will be honored to the extent possible but may be unavailable if advance notice is not provided.

**United States
Department of the Interior
Bureau of Reclamation**

MANAGEMENT AGREEMENT

Between

THE UNITED STATES OF AMERICA and LARIMER COUNTY

for the

**MANAGEMENT, DEVELOPMENT, OPERATION AND MAINTENANCE OF
RECREATION AND RELATED IMPROVEMENTS AND FACILITIES**

at

**HORSETOOTH RESERVOIR, CARTER LAKE, PINWOOD RESERVOIR, AND
FLATIRON RESERVOIR**

Management Agreement No. 20-LM-60-2858

Date: _____

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
HORSETOOTH RESERVOIR, CARTER LAKE, PINEWOOD RESERVOIR, AND
FLATIRON RESERVOIR COLORADO**

**MANAGEMENT AGREEMENT
between THE UNITED STATES OF AMERICA and
LARIMER COUNTY
for the Management, Development, Operation and Maintenance of Recreation and Related
Improvements and Facilities at
HORSETOOTH RESERVOIR, CARTER LAKE, PINEWOOD RESERVOIR, AND
FLATIRON RESERVOIR**

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List of Exhibits

- Exhibit A Reservoir Area(s) Map
- Exhibit A(1) – Horsetooth Reservoir
- Exhibit A(2) – Carter Lake
- Exhibit A(3) – Pinewood Reservoir
- Exhibit A(4) – Flatiron Reservoir
- Exhibit B Environmental Requirements
- Exhibit C Equal Opportunity Requirements
- Exhibit D Title IV, Civil Rights Act of 1964
- Exhibit E Executive Order 13658 – Minimum Wage Requirements
- Exhibit F Non-Expendable Government Property Requirements

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
COLORADO-BIG THOMPSON PROJECT
COLORADO

MANAGEMENT AGREEMENT between THE UNITED STATES OF AMERICA
LARIMER COUNTY, COLORADO

for the Management, Development, Operation and Maintenance of Recreation and Related Improvements and
Facilities at **HORSETOOTH RESERVOIR, CARTER LAKE, PINWOOD RESERVOIR, AND FLATIRON
RESERVOIR**

THIS AGREEMENT, made on this ___ day of _____, ____ (year), in accordance with the Act of Congress of June 17, 1902, (32 Stat. 388) and acts amendatory thereof and supplementary thereto, particularly the Act of August 4, 1939 (53 Stat. 1187), and the Act of October 12, 1982 (96 Stat. 1261), collectively known and referred to as the Federal Reclamation Laws; and the Federal Water Project Public Recreation Act of July 9, 1965, Public Law 89-72, Sec. 1 and 7(b), (79 Stat. 213) as amended; by and between the UNITED STATES OF AMERICA, acting through the Department of the Interior, Bureau of Reclamation, hereinafter termed "Reclamation", represented by the officer executing this instrument on its behalf, successor officers or duly authorized representatives; and, the LARIMER COUNTY BOARD OF COUNTY COMMISSIONERS, acting by and through its DEPARTMENT OF NATURAL RESOURCES hereinafter termed "MANAGING PARTNER" in this Management Agreement.

WITNESS, THAT:

WHEREAS, Reclamation constructed the Colorado-Big Thompson (C-BT) Project pursuant to the Act of June 15, 1937, as amended and supplemented, for the purpose of collecting water from the upper Colorado River Basin and transport to the eastern slope of Colorado for use by farmers and residents of Northern Colorado for irrigation, municipal, domestic, and industrial uses; and for generating and transmitting hydroelectric power and energy;

WHEREAS, Reclamation acquired the lands associated with the C-BT Project as real property shown in Exhibit A, attached hereto, and incorporated herein, is owned, administered, and maintained by Reclamation for Project purposes, is identified as HORSETOOTH RESERVOIR, CARTER LAKE, PINWOOD RESERVOIR, AND FLATIRON RESERVOIR;

WHEREAS, the Federal Water Project Recreation Act authorizes Reclamation to enter into agreements non-Federal public bodies for the purpose of administering and managing Federal lands and facilities for recreation and other purposes;

WHEREAS, the MANAGING PARTNER desires to enter into an agreement with Reclamation to manage, operate and maintain certain lands and recreation facilities at HORSETOOTH RESERVOIR, CARTER LAKE, PINEWOOD RESERVOIR, AND FLATRION RESERVOIR for public recreation, resource uses, and fish and wildlife consistent with Project purposes, and authorized uses. Memorandum of Understanding No. 97-AG-60-09220 expires July 2022, at which time Management Agreement No. 20-LM-60-2858 will supersede and replace Memorandum of Understanding No. 97-AG-60-09220,

WHEREAS, Reclamation desires to authorize the MANAGING PARTNER to undertake such management pursuant to the terms and conditions set forth below:

NOW, THEREFORE, in consideration of the mutual commitment hereinafter set forth, Reclamation and the MANAGING PARTNER agree as follows:

1. **DEFINITIONS.**

Where used in this document:

- (a) “Annual Work Plans” (AWPs) means the operation, maintenance, and development of recreation related activities for the following year, based on health and safety priorities and the Resource Management Plan. AWP are reviewed and approved by Reclamation for cultural and environmental resources annually.
- (b) “Closed” means a prohibition to all public access. Certain areas or portions of Reclamation facilities, lands, or waterbodies within the Reservoir Area(s) may be “closed,” such as a portion of, or all of the Primary Jurisdiction Area (PJA), which is the primary area of operations for a Water District or Reclamation, or a canal feature such as a canal siphon that may be a public safety concern or hazardous area, etc. Before or at the time of closing all or portions of Reclamation facilities, lands, or waterbodies to public use, the responsible authorized official must indicate the closure by: locked doors, fencing, gates, or other barriers, posted signs and notices at conspicuous locations, such as normal points of entry, or other reasonably obvious means as provided in 43CFR423 subpart B.
- (b) “Capital Improvement” is the addition of a permanent structural change or the restoration of some aspect of a property that will either enhance the property's overall value, increases its useful life, or adapts it to a new use.
- (c) “Concession” is a commercial business that supports appropriate public recreational uses and provides facilities, goods, or services for which Revenues are collected. A Concession involves the use of the Federal Estate and may involve the development of improvements.

- (d) “Concessionaire” is the operator or holder of a Concession, a business enterprise operating on the Federal Estate to provide Concession-related services and facilities and is contracted by Reclamation or through a third party, such as a recreation managing partner (e.g.,).
- (e) “Contractor” is a business enterprise that produces goods or provides services to either the Federal Government and/or Larimer County. For the purposes of this Management Agreement, Contractors are entities that have contracted with either the MANAGING PARTNER or Reclamation for purposes specifically related to operations and maintenance of the Reclamation Projects or Reservoir Area(s) and may include, but not be limited to, concrete, mechanical, structural services, and repairs; vegetation management; surveying; housekeeping, and so forth. Contractors are not Concessionaires for the purposes of this Management Agreement.
- (f) “Cost Share” means (1) the value of non-Federal partners’ monetary or in-kind contributions and (2) the value of the Federal partners’ monetary contributions under a federally-assisted project or program.
- (g) “District” means the Northern Colorado Water Conservancy District and their duly authorized representative(s).
- (h) “Exclusive Use” means any use that excludes appropriate public uses or access and may involve structures or other improvements used for recreational or residential purposes and are not associated with the official management of a Reclamation project. This includes those uses described in Reclamation’s Code of Federal Regulations (CFR) Title 43 Part 429 and the uses currently defined in 43 CFR Part 21. Examples of Exclusive Use includes, but is not limited to, boat docks, piers, moorings, launching ramps, floating structures, cabins and cabin sites and associated improvements, trailers, manufactured or mobile homes, residences and related improvements, structures, roads, and sites for such activities as hunting, fishing, camping, and picnicking that attempt to exclude general public access, or amenities that are determined by Reclamation to be Exclusive Use. This excludes the operation, maintenance, and replacement of Project Facilities by Reclamation and the District, as authorized under Federal law and contract, and any valid existing or authorized rights of use on the Federal Estate.
- (i) “Fair Market Value/Fair Value” means the amount in cash or on terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of the appraisal, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property at the time of the appraisal. All government appraisals shall conform to the Uniform Standards of Professional Appraisal Practice and the Uniform Appraisal Standards of Federal Land Acquisitions, as implemented in accordance with the Department of the Interior’s Appraisal Services Directorate Appraisal Policy Manual, or any succeeding standards and manuals.
- (j) “Federal Estate” means the Federal land, facilities, and water areas under the primary jurisdiction of the Department of the Interior, Bureau of Reclamation. These are lands acquired in fee title by the

United States for use by Reclamation or withdrawn from the public domain for Reclamation project purposes, and are the lands covered by this Management Agreement and shown on the Exhibit A maps.

(k) “Federal Funds” means any appropriated funds or other funds acquired by Reclamation that is provided to the County without regard to the authorization for such funds or the manner in which they were transferred.

(l) “Fiscal Year” means:

(1) the annual period, from October 1 of one calendar year to September 30 of the next calendar year, on which Reclamation bases its budget; and

(2) the annual period from January 1 of one calendar year to December 31 of the same calendar year on which the County bases its budget.

(m) “Fixed Assets” are any structures, fixtures, facilities, Recreation Facilities or Capital Improvement placed on the Federal Estate, or pieces of installed equipment that are necessary to the operation of a certain facility (restrooms, shower buildings, fences, barriers, roads, utility lines, etc.).

(n) “Good Repair” means maintaining functional use, integrity, and longevity of facilities and equipment through use of appropriate actions including controlled maintenance, standard operating procedures, operation and maintenance manuals, etc., and maintaining facilities in a safe, neat, clean, and well-kept condition. This definition includes compliance with Federal, State, and local health, safety, accessibility, and environmental standards.

(o) “Management Agreement” is an agreement that transfers the use of a property from the owner to another, usually for a specified rent or compensation (cash, crop, or other remuneration). This Management Agreement does not transfer any interest in the Federal Estate to the recipient of the Management Agreement. The recipient of a Management Agreement is typically referred to as a managing partner. Reclamation reserves the right to issue Management Agreements for use of the Federal Estate that do not materially conflict with the purposes of this Management Agreement.

(p) “Mutually Agreed” and its derivations means both parties’ designated representatives are in agreement on a proposed action. Such agreements shall be in writing.

(q) “Permittee” is an individual or private entity (profit or nonprofit) which has been given a specific, limited permit to engage in authorized activities within the Reservoir Area(s) by MANAGING PARTNER. Permittees include, but are not limited to, guides and outfitters, mobile food and refreshment cart owners, art and craft exhibitors and sellers, wildlife rehabilitation experts, natural resource educators, school groups, family reunions, etc. A Permittee is granted authorization that has both a time limit (one (1) year or less) and restrictions as to where and when the activity can be conducted and revocable by MANAGING PARTNER for any reason. Permittees are not Concessionaires for the purposes of this Management Agreement. Reclamation reserves the right to issue all other Use Authorizations. This definition shall not limit the ability of MANAGING PARTNER to authorize the same activities to a Concessionaire, including within a competing area with a Permittee or for a longer period of time as allowed for Concessionaires.

- (r) “Personal Property” includes all equipment, materials and supplies, including museum objects. It is any type of article that can be moved from place to another, excluding buildings. It includes, but is not limited to, heavy equipment, vehicles, computers, copiers, office furniture, trash cans, picnic tables, cleaning supplies, paper stocks, etc. It does not include property, which is incorporated into, or permanently affixed to, real property.
- (s) “Planning, Development, Administration, Operation, Maintenance, and Replacement” means the act or processes used to:
- (1) staff and contract for the planning, design, and construction of Recreation Facilities;
 - (2) manage and develop Recreation Facilities in accordance with individual AWP’s and/or RMP’s within the Reservoir Area(s);
 - (3) manage and enhance recreation resources and Recreation Facilities, visitor management, recreation activities, and opportunities to ensure satisfactory visitor experience and Public Safety;
 - (4) keep Recreation Facilities and equipment in Good Repair and usable working condition;
 - (5) undertake necessary activities to conserve as nearly, and as long, as possible, the original condition of an asset or resource while compensating for normal wear and tear; and
 - (6) replace or construct equipment and facilities with similar, different, or superior equipment and facilities as may be agreed to by the parties hereto.
- (t) “Primary Jurisdiction Areas” (PJAs) means those areas surrounding the dams, appurtenant facilities and structures (such as the spillway, outlet works, feeder canals and distribution works), and the vicinities below the dams wherein Reclamation and/or the District retain primary jurisdiction for the protection, operation, and maintenance of said Project Facilities. The PJAs are shown for each of the Reservoir Area(s) on the maps in Exhibit A.
- (u) “Project Facilities” means water diversions, collection, storage, and carriage facilities, and appurtenant ancillary facilities built under the Reclamation Project authorizing acts to fulfill the primary purposes of those acts.
- (v) “Project Lands” means lands acquired, or lands withdrawn, from the public domain, for Reclamation Project purposes as defined by authorizing legislation and acts collectively referred to as Federal Reclamation Laws.
- (w) “Public Safety” means protecting the public from harm which may be caused by, but not limited to, unwanted actions or conditions at the Reservoir Area(s) and Recreation Facilities. These unwanted actions or conditions may include but not be limited to: narcotic use, trespassing, burglary, harassment, noise, littering, inappropriate (and unlawful) social behavior, fire, flood, hazardous materials exposure, and faulty or poorly maintained facilities, etc.
- (x) “Reclamation” means the United States Department of the Interior acting by and through the Bureau of Reclamation and its duly authorized representative(s).

- (y) “Reclamation Project” means any land, facilities, and waterbodies used for water supply, water delivery, flood control, hydropower, or other authorized purposes including fish, wildlife, and recreation administered by Reclamation under Federal Reclamation Laws.
- (z) “Recreation Facilities” means those facilities and Fixed Assets constructed or installed within the Reservoir Area(s) for recreational use by the public or for support of such recreational use. Recreation Facilities include, but are not limited to, buildings (such as park headquarters, visitor centers, and maintenance shops, etc.) and other facilities, structures, features, and infrastructure (such as campgrounds, picnic areas, boat docks and ramps, electrical lines, water systems, park roads, parking areas, sewer systems, signs, trash facilities, boundary and interior fencing, aquatic nuisance species (ANS) inspection and decontamination facilities, etc.).
- (aa) “Reservoir Area(s)” include all, or any part thereof, of the Federal Estate within the reservoir property boundaries as shown on the Reservoir Area(s) maps in Exhibit A for which management of recreation and Recreation Facilities is transferred to the MANAGING PARTNER pursuant to this Management Agreement. Lands covered by flood easements are exempted from this definition.
- (bb) “Resource Management Plan” (RMP) means a comprehensive plan prepared by Reclamation in accordance with Title XXVIII of Public Law 102-575, National Environmental Policy Act of 1969, as amended (42 U.S.C. § 4321-4370 (2016)), and Reclamation Directives and Standards and guidelines for resource management and planning that (1) is consistent with applicable laws; (2) is developed in consultation with appropriate Federal and non-Federal departments or agencies, tribes, authorized beneficiaries, and the public; (3) provides for the development, use, conservation, protection, enhancement, and management of resources; and (4) is prepared in a manner that is compatible with the authorized purposes of the Reclamation Project and associated lands.
- (cc) “Revenues” means all receipts derived from entry and other use fees which the County is permitted to collect pursuant to its authority under this Management Agreement including, but not limited to, fees, charges, tolls and rents, charged by the MANAGING PARTNER for public recreation use, Concession fees, Third Party Agreements, special use permits and special activity permits issued or administered by the County. This term also includes Revenues derived from the County’s operation of a marina or other concession-type services such as the sale of gasoline, merchandise, food and beverages, fishing tackle, boat rentals, boat storage, slip rentals, mooring rentals, etc., as part of their overall responsibility. Revenues do not include receipts from the sale of fishing and hunting licenses or registrations for boats and off-road vehicles.
- (dd) “Special Use Areas” means an area at or within a Reclamation Project facility or an area of Reclamation lands or waterbodies, in which special rules for public conduct apply that differ from those established in Subpart C of 43 CFR 423. A Special Use Area must be established by an authorized official as provided in Subpart E of 43 CFR 423.
- (ee) “Third Party Contract” is a legally-binding document including, but not limited to, permits and service contracts between the MANAGING PARTNER and another governmental entity, private business,

nonprofit, or individual to provide services within the Reservoir Area(s) that may include, but are not limited to, activities required for normal Planning, Development, Administration, Operation, Maintenance, and Replacement of the Reservoir Area(s) (e.g., trash removal and disposal, toilet pumping, tree trimming), Concession operations (e.g., resorts, restaurants, retail sales, marina facilities, firewood, boat rentals, ice cream trucks), organized sporting events, commercial guide and outfitting services, commercial filming and photography, public gatherings (e.g., weddings, family reunions, and meetings), special events, scientific studies, organized group activities, beekeeping, and interpretive services. Excluded from this definition are construction contracts and price agreements for miscellaneous repairs, upgrades, or new construction of facilities within the Reservoir Area(s). All Third-Party Contracts issued by the MANAGING PARTNER shall be in compliance with 43 CFR 429, 43 CFR 423, and all applicable Reclamation Manual Standards and Directives, including but not limited to LND 08-01 (Land Use Authorizations), LND 01-03 (Recreation Program Management), and LND 04-02 (Concessions Management by Non-Federal Partners). See Article 19. Third Party Contracts are not Leases as they do not convey any type of possessory property interest on the Federal Estate or for Recreation Facilities that were constructed in whole, or in part, with Federal or MANAGING PARTNER funds.

(ff) “Turnback” is an action taken by the MANAGING PARTNER that ultimately results in having all recreation responsibilities being transferred or conveyed back to Reclamation for its sole management.

(gg) “Trespass” includes any of the following acts:

(1) unauthorized possession or occupancy of Reclamation lands or waterbodies, or Recreation Facilities;

(2) personal entry, presence, or occupancy on or in any portion or area of Reclamation lands or waterbodies, or Recreation Facilities, that have been closed to public use pursuant to subpart B of 43 CFR Part 423;

(3) unauthorized extraction or disturbance of natural or cultural resources located on Reclamation lands or waterbodies;

(4) unauthorized conduct of commercial activities on Reclamation lands or waterbodies;

(5) holding unauthorized public gatherings on Reclamation lands or waterbodies, or Recreation Facilities; or

(6) unauthorized dumping or abandonment of Personal Property on Reclamation lands or waterbodies.

(hh) “Use Authorization” means a document that defines the terms and conditions under which Reclamation will allow the use of its lands, facilities, and waterbodies within the Reservoir Area(s). Use Authorizations may include, but not be limited to, easements, Leases, licenses, permits, and consent documents. This document is also referred to as a “right-of-use.” As provided for in 43 CFR 429, unless otherwise provided by law or regulation, only Reclamation or another Federal agency acting for Reclamation under delegated authority is authorized to issue Use Authorizations that convey an interest in Reclamation land, facilities, or waterbodies. Refer to Article 19. All Use Authorizations issued by

Reclamation shall be in compliance with 43 CFR Part 429, 43 CFR Part 423, and all applicable Reclamation Manual Standards and Directives, including but not limited to LND 08-01 (Land Use Authorizations), and LND 01-03 (Recreation Program Management).

2. MANAGEMENT OF THE RESERVOIR.

- (a) The MANAGING PARTNER agrees to accept management of the Reservoir Area(s), subject to the provisions of this Agreement, and hereby accepts responsibility for the Planning, Development, Administration, Operation, Maintenance, and Replacement of public recreation and all recreation facilities and related responsibilities on Federal lands and water within the Reservoir Area(s), as shown in Exhibit A. Responsibility includes ensuring Public Safety of visitors in accordance with Article 9., Law Enforcement and Safety.
- (b) This transfer of management of the Reservoir Area(s) is subject to any existing Use Authorizations between Reclamation and the MANAGING PARTNER or any Use Authorizations subsequently granted in accordance with Article 19(i)(1) and of this Agreement, in favor of the public or third parties, provided that the proposed grant of any new Use Authorizations will not be granted that will, in the opinion of Reclamation, interfere with MANAGING PARTNER management of the Reservoir Area(s).
- (c) Reclamation and the MANAGING PARTNER will jointly update a Recreation Facilities asset inventory and produce a comprehensive inventory of Recreation Facilities and support facilities such as maintenance buildings, housing, and garages. The inventory will include Reservoir Area(s), geographic location on the Federal Estate, notation of ownership, and current condition. Reclamation and the MANAGING PARTNER commit to producing this inventory within three (3) years of the enacted date of this Management Agreement. Such inventory will become an exhibit to this Management Agreement through amendment.
- (d) Reclamation will revise the appropriate maps in Exhibit A to include other entities' ownership rights as those rights are resolved and documented over time. As maps are revised, they will become a part of this Management Agreement through amendment.

3. TERM OF MANAGEMENT AGREEMENT.

The term of this Management Agreement shall be twenty (25) years from the date first written above unless terminated sooner as provided for in Article 5 of this Management Agreement. During the last two (2) years prior to expiration of this Management Agreement, the parties hereto shall, in good faith, begin negotiation on a new Planning, Development, Administration, Operation, Maintenance, and Replacement Agreement. Execution of this Management Agreement terminates and supersedes Memorandum of Understanding No. 97-AG-60-09220 and all amendments for the management of public recreation and Recreation Facilities.

4. **ADMINISTRATION, OPERATION, MAINTENANCE AND DEVELOPMENT.**

The MANAGING PARTNER will be responsible for the management of the Reservoir Area(s) in accordance with the following:

- (a) The MANAGING PARTNER will, within the limits of its authority, adopt and enforce rules and regulations for public conduct within the Reservoir Area(s) as are necessary and desirable to protect the health and safety of persons using the Reservoir Area(s), for the preservation of law and order, and for the protection of resources, lands, and Recreation Facilities. Said rules and regulations will be consistent with regulations promulgated by Reclamation in 43 Code of Federal Regulations, Part 423 and Part 429 and other applicable Federal, State and Local laws, rules, regulations, and policies currently in place or as may be adopted in the future.
- (b) The MANAGING PARTNER will ensure that land use and administration of the Reservoir Area(s) will conform to all applicable Federal laws, rules, regulations, policies, and Executive Orders. Applicable Reclamation Policies, and Directives and Standards include, but are not limited, to LND P02; LND P04; LND 01-01; LND 01-03; LND 04-02; LND 08-04 and LND 08-01.
- (c) Where variations exist in Federal laws, rules, orders, regulations, and policies, the most stringent will be the required standard. Where MANAGING PARTNER policy, law, and/or regulations are more stringent, but do not conflict with Federal policy, law, and/or regulations, the MANAGING PARTNER policy will be the required standard.
- (d) The MANAGING PARTNER will exercise its law enforcement authority within the Reservoir Area(s), as staff support and resources allow, to maintain and preserve law and order, and to protect Recreation Facilities, resources, and Federal lands and water from unauthorized use and illegal activity.
- (e) Reclamation and the MANAGING PARTNER will coordinate any administration, operation, maintenance, and development activities pursuant to this agreement that could affect any of the management, operation, and maintenance activities of the United States within the subject transferred area.
- (f) Recreation facilities will be developed in accordance with the Resource Management Plan for Horsetooth Reservoir, Carter Lake, Pinewood Reservoir, and Flatiron Reservoir (RMP).
- (g) The MANAGING PARTNER will comply with the accessibility standards and requirements, specifically the Architectural Barriers Act (ABA), as applicable, on any new construction or alterations of facilities.
- (h) The MANAGING PARTNER will be responsible for the full cost of any and all development, replacement, or alterations of Recreation Facilities for which cost sharing is not negotiated. Reclamation shall review and approve all improvement plans before construction or implementation begins. The MANAGING PARTNER will ensure, with Reclamation approval, all environmental clearances and permits are secured prior to commencement of construction activities.
- (i) Reclamation may negotiate cost sharing, if any, only as outlined in the conditions and provisions set forth in Public Law 89-72, as amended, and LND 01-01. Cost-share agreements are subject to availability of funds and determination by the authorized officer.

- (j) Pursuant to Public Law 89-72, as amended, Reclamation, as part of its administrative responsibility, may enter into a multi-year improvement program with the MANAGING PARTNER for the design and construction of new Recreation Facilities and/or the upgrade and rehabilitation of the existing Recreation Facilities and Visitor Services or fish/wildlife enhancement projects/facilities within the Reservoir Area(s). These activities may be a cost-shared arrangement with Reclamation paying no more than the maximum allowed by Federal Law. This funding determination will be made in coordination with and approval by Reclamation authorized official(s), as appropriated funds are available and will conform to the requirements of the appropriate financial business instrument, as determined by Reclamation.
- (k) Based upon unique circumstances and localized conditions, supplemental Federal funds or other item(s) of value, may be used for specific land/water resource-based activities to ensure protection and well-being of the public with respect to the use of Reclamation lands and to ensure the protection of resource values (LND 01-03(14)(A); P.L. 89-72, Title 28, Sec. 2805(B)(C)). This determination will be made by Reclamation authorized official(s), and only as funds are available. Any exchange of funds or other item(s) of value will conform to the requirements of the appropriate financial business instrument, as determined by Reclamation.
- (l) The MANAGING PARTNER hereto will ensure that personnel are available to accomplish the work agreed to herein.
- (m) Reclamation may, upon mutual written agreement of the parties, provide technical assistance to the MANAGING PARTNER. Such assistance will be subject to cost sharing in accordance with Public Law 89-72.
- (n) Cultural resources will be investigated prior to the implementation of any improvement activities or surface disturbing actions. The MANAGING PARTNER personnel will coordinate with Reclamation to ensure that compliance with Section 106 of the National Historic Preservation Act (NHPA) (54 U.S.C. § 306108), and implementing regulations at 36 CFR Part 800, is completed prior to project implementation. The management of cultural resources located within the Reservoir Area(s) shall be consistent with Reclamation's Cultural Resources Management Policy (LND P01) and Cultural Resources Directives and Standards (LND 02-01). Refer to Exhibit B for additional guidance on addressing cultural resources.
- (o) In the event that Native American human remains (as defined by the Native American Grave Protection and Repatriation Act) are found within the Reservoir Area(s), the respective Reclamation Area Manager shall be immediately notified and provisions of the Native American Grave Protection and Repatriation Act (25 U.S.C. 3001 et seq.) and Reclamation procedures shall be followed.
- (p) The collection of prehistoric or historic artifacts from Reservoir Area(s) must be approved by Reclamation. The unauthorized excavation of such items is prohibited by the Archaeological Resources Protection Act (ARPA) (16 U.S.C. 470aa et. Seq.). Planned collections of such items are subject to Reclamation's issuance of a permit pursuant to ARPA. Any archaeological or historical items removed from the Reservoir Area(s), including items collected and turned in by members of the public, shall be assessed by Reclamation to determine whether they constitute federal museum property. If so, they will be managed by

reclamation in a manner consistent with 36 CFR Part 79, the Curation of Federally Owned and Administered Archaeological Collections.

5. **CONTINGENT ON APPROPRIATIONS OR ALLOTMENT OF FUNDS.**

The expenditure of any money and the performance of any work by Reclamation or the MANAGING PARTNER as provided for by the terms of this Management Agreement is made contingent on the Congress of the United States and the Colorado Legislature making the necessary appropriations or allotment of funds. The failure of the Congress of the United States or the Colorado Legislature to appropriate funds, or the absence of any allotment of funds shall not impose any liability on Reclamation or the MANAGING PARTNER. If the necessary appropriations and allocations for either party to carry out this Management Agreement are not made for either party's Fiscal Year, the parties hereto agree to negotiate a Mutually Agreeable and temporary course of action to be followed. If the non-appropriation or non-allocation of the necessary funds on behalf of either party becomes chronic, the other party may give notice of termination of this Management Agreement pursuant to Article 29.

6. **FEES AND REVENUES.**

- (a) Fees will be set in accordance with the fee schedule established by the MANAGING PARTNER in accordance with County statutes and regulations, and the MANAGING PARTNER will have the right to collect receipts derived from recreation-related permits and contracts which it issues and administers for activities within the Reservoir Area(s). The fees shall be commensurate with market value and will be reviewed by Reclamation. The income derived from such fees, permits and contracts, or an equivalent amount, will be used for the development, operation, maintenance, and replacement of recreation facilities managed as shown in Exhibit A.
- (b) The MANAGING PARTNER will maintain accounting records of the Reservoir Area(s) to satisfy the requirements of this Management Agreement and shall furnish to Reclamation not later than ninety (90) days from the end of the MANAGING PARTNER'S fiscal year, a financial report of all revenues received, and expenditures made for operation and maintenance, replacements, construction, and improvement of Recreation Facilities. The MANAGING PARTNER will keep all financial records in accordance with generally accepted accounting principles.
- (c) The MANAGING PARTNER shall account for all revenues and expenditures. Revenues are intended to be directed toward the overall operation, maintenance, development and enhancement of the Reservoir Area(s). Should there be revenues in excess of the administrative, operation, maintenance and development and enhancement costs for the Reservoir Area(s), excess revenues will be returned to Reclamation at the end of the MANAGING PARTNER fiscal year.

7. **RECLAMATION USE PARAMOUNT**

- (a) The rights of the MANAGING PARTNER under this Management Agreement are subordinate to the prior rights of Reclamation and the District, for the primary purposes of the C-BT Project and any associated facilities or activities pursuant to Federal Reclamation Law, rules and regulations. Reclamation will give written notice to the MANAGING PARTNER if Reclamation determines that changes in land use for Reclamation purposes within the Reservoir Area(s) are necessary.
- (b) Reclamation and the District, as Reclamation's contractors, retain primary jurisdiction over the Primary Jurisdiction Areas (PJAs) as defined herein and shown on each of the Reservoir Area(s) in Exhibit A, as may be amended. Said jurisdiction is retained to provide security, proper operation, maintenance, and protection of C-BT Project Facilities including, but not limited to, the dam and appurtenant works and the area below the dams. Use of the JHAs for recreation use is prohibited because such use could potentially interfere with project purposes including the operation of the dams and the appurtenant works.
- (c) Consistent with 43 CFR 423, Reclamation may close any of the Reservoir Area(s), or any portion thereof, including the PJAs, to public use whenever Reclamation determines such restriction is necessary for the protection and security of Reclamation facilities, employees and agents; protection of public health and safety, cultural resources, natural resources, scenic values, or scientific research activities; safe and efficient operation and maintenance of the projects; reduction or avoidance of conflicts among visitor use activities; national security; or other reasons in the public interest; or in emergency situations. In non-emergency situations Reclamation shall provide thirty (30) days advance public notice. In emergency situations where delay would result in significant and immediate risks to Public Safety, security, or other public concerns, Reclamation's designated representative may close all or portions of Reclamation facilities, lands, or waterbodies without advance public notice. in the interest of C-BT Project operation, Public Safety, national security, or in an emergency. An emergency includes, but is not limited to, potential or actual operations failure, flooding, landslides and mudslides, wildfire, earthquake, or other natural disaster. Reclamation's designated representative shall give immediate verbal notice to the MANAGING PARTNER or his or her designee of any such closure. Following verbal notification to the MANAGING PARTNER, Reclamation's designated representative shall provide written notice to the MANAGING PARTNER as soon as practicable after a determination for closure is made and shall include the date when the closure becomes effective. The MANAGING PARTNER will enforce such closure and such enforcement will include coordination and cooperation with Reclamation and the involved District and in compliance with 43 CFR 423.
- (d) Reclamation, in the interest of the Project, Public Safety, national security, may revise the boundaries of the PJA at any time, as it deems necessary. Reclamation's designated representative will give written notice to the MANAGING PARTNER of any such revision. In the event that the revision of boundaries reduces the PJA, thereby expanding the operational area of the MANAGING PARTNER, expansion of the MANAGING PARTNER jurisdiction will be Mutually Agreed upon in writing between the signatory

parties of this Management Agreement. This notice will be given as soon as practicable after a determination for revision is made and will include the date when the revision becomes effective.

- (e) No recreation development or fish and wildlife habitat development or enhancement will be constructed within the PJA by MANAGING PARTNER unless it is specifically approved by RECLAMATION on a case-by-case basis. If any such development is constructed by RECLAMATION, it may be turned over to MANAGING PARTNER for their direct management, if such an arrangement is agreeable to both parties.

8. **RESOURCE MANAGEMENT PLAN / RECREATION AREA MANAGEMENT PLAN.**

- (a) The MANAGING PARTNER's administration, operation and maintenance of recreation and related improvements and facilities, at the Reservoir Area(s) will be consistent with the Reclamation approved RMP for this area. Any authorization given by Reclamation or the MANAGING PARTNER for any activity related to the Reservoir Area(s) shall include a provision requiring compliance with said plan(s).
- (b) The RMP provides direction consistent with authorized project purposes and establishes a desired future condition of the area's resources to assure conformance and good stewardship. The plan addresses the management framework and partnerships, trail management, water resources, fish and wildlife habitat, recreation and visual resources, natural and cultural resources and land management.
- (c) Nothing in this Management Agreement limits the ability of the MANAGING PARTNER to perform enforcement activities under State, County, or Local laws and regulations.
- (d) The MANAGING PARTNER may temporarily close areas to recreational use in the interest of Public Safety, resource protection, efficiency, or in response to budgetary restrictions. This provision is for temporary closures in response to immediate situations and does not include turnback's of recreation sites/areas. The MANAGING PARTNER will notify Reclamation in a timely manner of any temporary closures when the decision is made to close an area(s). The MANAGING PARTNER will continue to manage areas that are temporarily closed to public use. All closures must be in compliance with 43 CFR Part 423.
- (e) The MANAGING PARTNER shall coordinate with the Reclamation and the District on any Planning, Development, Administration, Operation, Maintenance, and Replacement activities pursuant to this Management Agreement that could affect any management, operation, and maintenance activities of the Reclamation or the District within any of the Reservoir Area(s).
- (f) The MANAGING PARTNER may construct, replace, add to, or alter Recreation Facilities within the Reservoir Area(s) upon Mutual Agreement, followed by Reclamation review and final approval.
- (g) The MANAGING PARTNER shall be responsible for the full cost of any and all development, replacement, improvements, enhancements, or alterations of existing Recreation Facilities undertaken at the MANAGING PARTNER's discretion and for which Cost Sharing has not been negotiated. Reclamation shall review and approve in writing all project proposals, development or site plans, and designs prior to construction. Construction shall not commence until the proposed project and associated planning and designs have been reviewed and approved by Reclamation, NEPA review completed, and notice to proceed

with project construction is granted. Reclamation and the MANAGING PARTNER shall ensure that all environmental clearances and permits are secured prior to commencement of construction activities. The County shall provide copies of all permits to Reclamation.

- (h) Reclamation agrees that, as part of its administrative responsibility under Public Law 89-72, as amended, it may enter into a development program with the MANAGING PARTNER for new Recreation Facilities and the upgrade and rehabilitation or replacement of existing Recreation Facilities at the Reservoir Area(s) under this Management Agreement. This development/rehabilitation program shall be a Cost Shared arrangement with Reclamation paying up to fifty (50) percent of said costs as Mutually Agreed to by both parties or as established by law.
- (i) The MANAGING PARTNER will actively seek volunteer and/or cooperative partnerships with individuals, groups, and other organizations to help meet their responsibilities pursuant to this Management Agreement. For example, volunteer recruitment for campground hosts, park operations and maintenance activities, trail construction and maintenance, friend organizations, etc.

9. **LAW ENFORCEMENT AND SAFETY.**

- (a) Reclamation and the District disclaim responsibility for the safety of the public involved in recreational use at the Reservoir Area(s). The MANAGING PARTNER will exercise its law enforcement authority to enforce MANAGING PARTNER rules and regulations within the entire Reservoir Area(s).
- (b) The MANAGING PARTNER shall, within the limits of its authority, adopt and enforce rules and regulations for the recreational use of the Reservoir Area(s) which the MANAGING PARTNER deems, are necessary and desirable to protect the health and safety of persons using the area, for the preservation of law and order, and for the protection of the recreation resources, facilities, reservoir, lands, resources and Project Facilities. The MANAGING PARTNER may exercise its sole discretion so long as said rules and regulations are consistent with applicable Federal laws, Executive Orders, regulations, and policies currently in place or as may be adopted in the future. Reclamation has reviewed and are familiar with the recreation rules/regulations adopted by the MANAGING PARTNER pursuant to C.R.S. 29-7-101. Reclamation consents to the MANAGING PARTNER enforcing recreation rules/regulations adopted pursuant to C.R.S. 29-7-101 and amended from time to time, as well all other relevant state laws within the lands managed for recreation identified in Exhibit A. This consent by Reclamation in no way limits, restricts or otherwise impedes appropriate federal officers from enforcement activities as they deem necessary. Reclamation may revoke this consent at any time. Any federal law in conflict with this consent shall be controlling.
- (c) At Reclamation's request, the MANAGING PARTNER will exchange law enforcement information with Reclamation's designated Special Agent in Charge. The MANAGING PARTNER law enforcement personnel and the designated Special Agent in Charge will collaborate in the exchange of law enforcement information related to the Reservoir Area(s). The extent and detail of information will be defined on a

case-by-case basis. The Special Agent in Charge may provide resources and expertise as applicable and necessary to address violations of Federal laws.

10. **RISK AND DAMAGES / HOLD HARMLESS.**

- (a) The parties hereto will each be responsible and liable only for the negligent acts or omissions of their respective employees to the extent provided by law. However, nothing in this Agreement will be construed to be an admission of fault or liability, and nothing will limit the defenses and immunities legally available to each party against each other and third parties, including but not limited to the Colorado Governmental Immunities Act (“CGIA”). This provision is not a waiver of any provision, obligation, limit, or defense of the CGIA.
- (b) Notwithstanding 10(a) above, and to the extent allowed by law, the MANAGING PARTNER agrees to hold harmless the United States, contractors, agents, and assigns from any loss or damage and from any liability on account of personal injury, property damage, or claims for personal injury or death arising from the MANAGING PARTNER’s activities under this Agreement.
- (c) Notwithstanding 10(a) above, the United States and Reclamation agree to hold harmless the MANAGING PARTNER, its employees, contractors, agents, and assigns from any loss or damage from any liability on account of personal injury, property damage, or claims for personal injury or death arising from the activities of the United States, or Reclamation, resultant from this Agreement.
- (d) Nothing herein shall be deemed to increase the County’s liability beyond the immunities and limitations of the Colorado Revised Statute Title 24 Section 10, and the risk management statutes, CRS §24-30-1501, et seq. Nothing herein shall be deemed to increase the liability of the United States beyond the provisions of the Federal Tort Claims Act (28 U.S.C. § 1346(b), 2671 et seq.) or other applicable law.

11. **INCIDENT REPORTING.**

- (a) The MANAGING PARTNER will ensure adequate safety, basic fire suppression or coordination, medical, evacuation, and search and rescue procedures are developed and in place to adequately respond, suppress, or cooperate in incidents but cannot guarantee the outcome or results of incidents. The MANAGING PARTNER will investigate, within its statutory authority, or cooperate within its statutory authority, in the investigation by the agency having jurisdiction of all accidents involving death, serious injury or property damage, wildfires, hazardous material spills or other incidents of a serious nature within the Reservoir Area(s). The MANAGING PARTNER will make an initial verbal contact on such incidents to Reclamation within one (1) working day of knowledge of the incident. The MANAGING PARTNER will submit a report of the incident with a synopsis in writing to Reclamation within five (5) calendar days of the verbal notice of any such incidents or occurrences. For purposes of this Article 11, a written report shall mean an e-mail or hard copy mailed report stating the facts as they are known at the time of the report. A written report does not mean the final investigation report. Copies of all reports shall be provided at the same time to the District of the Reservoir Area(s) where the incident or accident occurred.

- (b) For any hazardous material releases, such as fuel, oil, or other type of petroleum product or chemical spills, etc., call the National Response Center (NRC) at 1-800-424-8802, then notify Reclamation's designated representative immediately upon knowledge of the release or incident. Reporting shall be within a reasonable time period but shall not exceed 24 hours from the time of discovery if it is an emergency and the first working day following discovery in the event of a non-emergency. An emergency is any situation that requires immediate action to reduce or avoid endangering public health and safety or the environment.

12. **HAZARDOUS MATERIALS, RECYCLING AND WASTE REDUCTION.**

- (a) The MANAGING PARTNER shall not allow contamination or pollution of any Federal lands, waters or facilities by its employees or agents. The MANAGING PARTNER shall also take reasonable precautions to prevent such contamination or pollution by third parties. Substances causing contamination or pollution shall include but are not limited to hazardous materials, thermal pollution, refuse, garbage, sewage effluent, industrial waste, petroleum products, mine tailings, mineral salts, misused pesticides, pesticide containers, or any other pollutants.
- (b) The MANAGING PARTNER shall comply with all applicable Federal, State, and Local laws and regulations, and Reclamation policies and directives and standards, existing or hereafter enacted or promulgated, concerning any hazardous chemicals, toxic chemicals, hazardous substances, or hazardous materials that will be used, produced, transported, stored, or disposed of by the MANAGING PARTNER and or any permittees, concessions, or authorized agents on or in the Federal lands, water or facilities.
- (c) "Hazardous material or substance" means (1) any substance, pollutant, or contaminant listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. Section 9601 (14) and (33); (2) oil as defined by the Clean Water Act, 33 U.S.C. Section 1321 (a) and the Oil Pollution Act, 33 U.S.C. Section 2701 (23); (3) thermal pollution, sewage effluent, industrial waste, mine or mill tailing, mineral salts, pesticides (except as conducted in accordance with Section 13(a-h) of this agreement), and other solid waste, and (4) any other substance regulated as hazardous or toxic under Federal, State or local law.
- (d) Upon discovery of any event identified in Section 12. (b) which may or does result in contamination or pollution of the Federal lands, waters or facilities, the MANAGING PARTNER shall immediately undertake all measures feasible and necessary to protect public health and the environment, including measures feasible and necessary to contain or abate any such contamination or pollution and shall report such discovery and full details of the actions taken to Reclamation. Reporting shall be within a reasonable time period but shall not exceed 24 hours from the time of discovery if it is an emergency and the first working day following discovery in the event of a non-emergency. An emergency is any situation that requires immediate action to reduce or avoid endangering public health and safety or the environment.
- (e) If violation of the provisions of this Article occurs and the MANAGING PARTNER does not take immediate corrective action as determined by Reclamation's authorized representative, the MANAGING

PARTNER may be subject to remedies imposed by Reclamation’s authorized representative, which may include termination of this Agreement.

- (f) The MANAGING PARTNER shall be liable for any response action or corrective measure necessary to protect public health and the environment or to restore Federal project lands, project waters, or project works that are adversely affected as a result of contamination or pollution by the MANAGING PARTNER, it’s permittees, concessions, or authorized agents , and for all costs, penalties or other sanctions that are imposed for violation by the MANAGING PARTNER, it’s permittees, concessions, or authorized agents of any Federal, State, or local laws and regulations concerning hazardous materials, pollutants or contaminants. At the discretion of Reclamation’s authorized representative, Reclamation may also terminate this Agreement as a result of such violation.
- (g) The MANAGING PARTNER, to the extent allowed by law, shall defend, indemnify, protect and hold Reclamation harmless from and against any costs, expenses, claims, damages, demands, or other liability arising from or relating to the MANAGING PARTNER’s violation of this Article to the extent permitted by law.
- (h) The MANAGING PARTNER agrees to include the provisions contained in paragraphs (a) through (g) of this Article in any subcontract or third-party contract it may enter into pursuant to this Agreement.
- (i) Reclamation agrees to provide information necessary for the MANAGING PARTNER, using reasonable diligence, to comply with the provisions of this Article.
- (j) The MANAGING PARTNER will develop and implement a recycling and waste reduction plan for the Reservoir Area(s). Said plan and implementation will be included in the budget and activity work plans.

13. PEST CONTROL/INVASIVE SPECIES.

- (a) The MANAGING PARTNER shall take steps to prevent the introduction and spread of, and to otherwise control undesirable plants and animals, as defined by Reclamation’s authorized representative, directly associated with use of the Reservoir Area(s). The MANAGING PARTNER shall not permit the use of any pesticides on Federal lands and water without prior written approval by Reclamation. The MANAGING PARTNER shall submit updates to the Integrated Pest Management Plan (IPM) every 5 years.
- (b) The MANAGING PARTNER shall submit to Reclamation for approval an IPM Plan 30 (thirty) days in advance of pesticide application.
- (c) Programs for the control of these undesirable plants and animals in the Reservoir Area(s) will incorporate Integrated Pest Management concepts and practices.
- (d) All pesticides used shall be used in accordance with the current registration, label direction, or other directives regulating their use and with applicable Reclamation policy and directives and standards. Applicators will meet applicable State training or licensing requirements. Records maintenance shall be in accordance with County requirements and such records shall be furnished to Reclamation as part of the IPM Plan of every application of a pesticide.

- (e) Any equipment, tools and machines used for pesticide application shall be in good repair and suitable for such use. Equipment shall be calibrated prior to the spraying season and as deemed necessary by Reclamation. The MANAGING PARTNER is responsible for inspecting its vehicles and equipment for reproductive and vegetative parts, foreign soil, mud, or other debris that may cause the spread of weeds, invasive species, and other pests, and for removing such materials before moving its vehicles and equipment onto any Federal lands and waters.
- (f) Mixing, disposal, and cleaning shall be done where pesticide residues cannot enter storm drains, sewers, or other non-target areas.
- (g) The MANAGING PARTNER shall initiate any necessary measures for containment and cleanup of pesticide spills. Spills shall be reported to Reclamation with full details of the actions taken. Reporting shall be within a reasonable time period but shall not exceed 24 hours from the time of discovery if it is an emergency and the first working day following discovery in the event of a non-emergency. An emergency is any situation that requires immediate action to reduce or avoid endangered public health and safety of the environment.
- (h) Aerial application of pesticides is prohibited without prior written consent by Reclamation's designated representative.
- (i) The MANAGING PARTNER agrees to include the provisions contained in paragraphs (a) through (h) of this Article in any subcontract or third-party contract it may enter into pursuant to this Management Agreement.
- (j) The MANAGING PARTNER shall continue to educate the public about aquatic nuisance species (ANS) (i.e., zebra and quagga mussels and aquatic plants) and will maintain an inspection and decontamination program and process prior to allowing boats with motors, sail boats, personal watercraft, or other trailered boats and watercraft, boat trailers, boating equipment, and other types of vessels and watercraft that may be deemed a possible risk for transporting ANS, to launch into the reservoirs. Inspection will be mandatory before launching. The MANAGING PARTNER will also inspect other means of transporting ANS that may include but not be limited to, vehicles, construction equipment, firefighting equipment, aircraft used for firefighting that take water from the Reservoir Area(s), etc. If any boat, watercraft or vessel, vehicle, equipment, or aircraft are found to be contaminated with ANS, the boat, watercraft or vessel, vehicle, equipment, or aircraft shall not be allowed to launch, land on the Reservoir Area(s), or draw water from the Reservoir Area(s). Equipment shall include, but not be limited to, water pumps, helicopter buckets, hoses, etc. Any boats, vessels or other watercraft, vehicles, equipment, etc., that have been inspected and found to be infected with ANS shall be cleaned and decontaminated before being allowed to launch or use the Reservoir Area(s) or draw water from the Reservoir Area(s) or enter the Reservoir Area(s). Boat launching for trailered boats and other trailered watercraft shall occur at designated boat ramp sites. Launching trailered watercraft will be prohibited at all other sites. Hand carried watercraft may be launched according to the State's regulations and ANS risk factors.

- (k) Use of Pre-inspection protocols by the MANAGING PARTNER, its contractors, subcontractors, Concessionaires, or permittees, relative to this Agreement, must be approved in writing by Reclamation. As Reservoir Areas are revised and permitted to use the Pre-inspection protocols they will be specifically authorized as a part of this Agreement through amendment.

14. DEBRIS AND WASTE REMOVAL.

The MANAGING PARTNER shall, to the greatest extent practicable and as soon as possible:

- (a) Dispose of, or adequately notify the public of, floating debris in the Reservoir Area(s). If unable to remove floating debris in a safe and timely manner the MANAGING PARTNER shall notify the public of floating debris or submerged sandbars or other potentially dangerous obstacles and mark them, where deemed necessary, with a buoy or float to warn boaters and others involved in water activities of the floating debris or submerged obstacles in order to maintain the reservoir in a safe condition suitable for boating and public recreational use. The Reservoir Area(s) shall be signed at the launch ramps that there are unmarked hazards to alert the boating public of potential hazards.
- (b) Remove dangerous, diseased, or otherwise unsafe trees or branches that may pose a hazard or safety problem to Reservoir Area(s) visitors, Personal Property, employees, facilities or structures, etc., and remove trees that are damaging roads, concrete walkways, or parking areas, etc., within the developed recreation areas as necessary to maintain the areas in a safe condition suitable for public recreational use.
- (c) Provide litter control and trash removal in all areas where public recreation use is permitted. The MANAGING PARTNER shall properly dispose of all waste, discarded, or abandoned items, and debris generated by its activities at the Reservoir Area(s), except in those areas controlled by Reclamation or the District. Said waste, debris, etc., shall be disposed of in properly permitted disposal facilities outside of the Reservoir Area(s), unless otherwise Mutually Agreed to by the parties hereto.
- (d) The MANAGING PARTNER shall not burn debris of any kind (vegetation or trash) without prior written approval from Reclamation and acquiring the necessary burn permits. If burning is approved, the MANAGING PARTNER will have onsite at the burn location, the necessary fire equipment appropriate to extinguish a fire that may escape the burn site or be caused by drifting fire brands, sparks, etc., and extinguish the remaining embers when the fire is out. Burning will not be allowed during fire bans or windy conditions. The preferred method to dispose of trees, tree limbs, slash, and brush, etc., will be by chipping and using the chipped materials as mulch for park landscaping, site restoration and reseeding projects, or for other uses at the Reservoir Area(s) where mulch can be beneficial to help retain soil moisture for vegetation and trees, or reduce soil erosion from wind and rain, etc. Excess mulch or chippings may be sold or donated to the public or hauled away and disposed of appropriately; Reclamation must receive notification in advance of any modifications/project work described above to determine whether environmental documentation is required.

15. **VARIATION IN WATER LEVEL.**

Reclamation manages reservoir levels for multiple legal, contractual, international, practical, and Public Safety considerations. Reclamation makes no guarantees to the MANAGING PARTNER with regards to water levels at the Reservoir Area(s).

- (a) Variation in water level due to emergency, such as potential failure of a storage feature or rapid increase due to extreme weather, will be communicated by Reclamation's designated representative to the MANAGING PARTNER manager immediately.
- (b) The MANAGING PARTNER will monitor conditions through publicly available data reported by Reclamation at the Reservoir Area(s) to adjust parks operations, as appropriate.

16. **PROTECTION OF NATURAL RESOURCES.**

- (a) Reclamation and the MANAGING PARTNER agree to take all reasonable measures to minimize sedimentation and erosion; protect land and water resources; prevent and suppress unplanned wildfires, unless fire management plans/fire management unit goals and objectives allow; protect against introduction and spreading of noxious weeds and other pests detrimental to natural values, agriculture or public health and safety; and will cooperate in soil and water conservation, and fish and wildlife enhancement practices at the Reservoir Area(s). The MANAGING PARTNER may take opportunities to interpret the natural, cultural and historic resources of the area to inform and educate the visiting public.
- (b) Sea and float planes are prohibited to land and Reservoir Area(s) covered by this Management Agreement.

17. **CONSUMPTIVE USE OF WATER BY PARTNER.**

- (a) The MANAGING PARTNER may, subject to Colorado water law and water availability, use water from reservoir supplies that has been retained or acquired for the operation of the on-land Recreation Facilities within the Reservoir Area(s).
- (b) When the MANAGING PARTNER or concessionaire or third party furnishes water to the public, it will furnish only suitably treated, wholesome and sanitary water which meets appropriate Federal, State, and local health standards. Reclamation does not warrant the quality of the available water supplies as to their suitability either for domestic purposes or for human consumption. The MANAGING PARTNER will be responsible for acquiring, adhering to, and maintaining applicable permits for public drinking water supplies as applicable.
- (c) All parties hereto may pursue acquisition of water, water wells, potable water supplies piped in from commercial sources, and/or water rights for consumptive use for recreation purposes within the Reservoir Area(s). Such consumptive recreational uses may include, for example, water for operation of bathrooms, showers, firefighting, campgrounds, landscape irrigation, and other recreation related purposes. Said water, water wells, water supplies, or water rights, except for commercial water sources, will be obtained in the name of Reclamation and will be retained for use at the Reservoir Area(s) for which it was obtained. Water rights owned by the MANAGING PARTNER may remain in MANAGING PARTNER ownership.

18. **MANAGEMENT OF UNITED STATES PERSONAL PROPERTY.**

- (a) United States personal property is property provided at Reclamation's expense for performance of this Agreement including, but not limited to, property provided by the following methods:
- (1) United States-furnished personal property is property that is transferred from Reclamation stocks, or purchased directly by Reclamation, and delivered into the MANAGING PARTNER's custody for performance of this Agreement. Title to United States-furnished personal property remains with Reclamation.
 - (2) Title to personal property purchased by the MANAGING PARTNER vests in Reclamation on its delivery by the supplier. Title to personal property drawn from the MANAGING PARTNER's stocks or stores or fabricated by the MANAGING PARTNER vests in Reclamation upon reimbursement of the cost thereof by Reclamation in whole or in part.
- (b) The MANAGING PARTNER may purchase personal property and equipment and replace it, if necessary, during the term of this Agreement to the extent deemed necessary by the MANAGING PARTNER. The MANAGING PARTNER must receive Reclamation's advance written approval for such purchases.
- (c) During the performance of this Management Agreement, Reclamation and MANAGING PARTNER agree that title to, and disposition of, Personal Property will be in accordance with the PROPERTY STANDARDS section of Title 2, Code of Federal Regulations (specifically 2 CFR 200.310, 200.312, 200.313, 200.314 and 200.316; and Exhibit F.)

19. **THIRD PARTY CONTRACTS, PERMITS AND AUTHORIZATIONS.**

The MANAGING PARTNER shall not issue any Use Authorizations or any other form of permission to use the Reservoir Area(s) except as expressly provided herein.

- (a) The MANAGING PARTNER may issue and administer recreation-related third party permits or Concession contracts to persons or associations for the purpose of providing appropriate and necessary services, goods, and facilities for the use of the visiting public consistent with the intent and conditions of this agreement and in accordance with any current or future planning documents. The MANAGING PARTNER shall coordinate with Reclamation for its review and concurrence prior to permit/contract issuance by the MANAGING PARTNER. Reclamation shall not unreasonably withhold such approval. The contracts and permits shall contain language subjecting the rights and privileges thereunder to all terms, conditions, exceptions, and reservations in this Agreement; shall recognize the right of paramount use by Reclamation of the Reservoir Area(s) for project purposes; and shall hold harmless and indemnify Reclamation, its agents, employees, contractors, and assigns from any loss or damage and from any liability on account of injury, damage or death due to construction, operation and maintenance activities related to project purposes. The MANAGING PARTNER will require all contractors, concessionaires, and permittees operating within the Reservoir Area(s) to carry adequate liability and property damage insurance. Said insurance will be of sufficient amount to cover, as a minimum, the MANAGING PARTNER's liability under its governmental liability statutes and will be consistent with the services and

facilities provided and the potential for injury or damage to life and property. Reclamation shall each be named as an additional insured on all such insurance, and a certificate of insurance will be provided to the MANAGING PARTNER by the contractor to ensure that the insurance is in effect.

- (b) No Concession contract or third-party permit issued by the MANAGING PARTNER as provided in subsection (a) above shall purport to transfer or convey any interest in the land, water, or any public facilities; and the right given to the MANAGING PARTNER to enter into such contracts and permits shall not be construed as a right to grant or convey an interest in the land, water, or any public facilities. No assignment or transfer of a Concession contract or permit or interest therein, whether as security or otherwise, shall be effective until such assignment or transfer has been reviewed and approved in writing by the MANAGING PARTNER and Reclamation. All concession contracts issued by the MANAGING PARTNER must comply with Reclamation's Concession Management Policy (LND P02) and Directives and Standards (LND 04-02).
- (c) Concession contracts and permits issued by the MANAGING PARTNER shall also provide that in the event of the termination of this Management Agreement, such contract or permit shall simultaneously terminate. In the event of termination of this Management Agreement and at Reclamation's discretion, Reclamation may issue a new concession contract or permit that is in compliance with the Concessions Management Policy and Directives and Standards. In the event this Management Agreement is terminated, the MANAGING PARTNER shall pay to Reclamation the pro-rated unexpended portion of any fees or rents paid to the MANAGING PARTNER by such concessionaires, contractors, or permittees.
- (d) The term for a Concession contract or permit must end no later than the term of this Management Agreement, or in the alternative, provide for termination in the event the Management Agreement is not renewed. In general, the term of such contracts or permits may be up to ten years, based on economic factors and conditions. Reclamation will work with the MANAGING PARTNER to determine reasonable lengths of term.
- (e) Concessionaires, contractors, and permittees shall be required to comply with all applicable provisions of Federal, State, and local laws, rules and regulations, Executive Orders, and Reclamation Policies, in force now or as may be promulgated or changed in the future.
- (f) In accordance with the Concession Management Policy and Directives and Standards, and the Recreation Management Policy (LND P04, as amended), the MANAGING PARTNER shall not issue, or allow to be issued, directly or through the actions of its concessionaires or permittees, new permits or other forms of agreements that allow for the development of private exclusive recreational or residential use, such as, but not limited to, cabin sites; mobile homes or travel trailer sites; private boat docks; ski clubs; sites for such activities as hunting, fishing, camping and picnicking; etc., that attempt to exclude general public access. Reclamation prohibits any use that would result in new private exclusive recreational or residential use of Reclamation land, facilities, or waterbodies pursuant to 43 CFR Part 429.31(b). Private exclusive use that is within the terms and conditions of an **existing** use authorization, as specified in 43 CFR 429.32, is not

considered new private exclusive use. Reviews and evaluations of existing private exclusive use will be required in accordance with Reclamation policies.

- (g) Concession contracts and permits shall provide that, in the event of the termination of this Management Agreement, Reclamation will not stand in the stead of the MANAGING PARTNER as grantor for the remainder of the term of said contracts or permits. In the event of such Management Agreement termination and at Reclamation's discretion, Reclamation may issue new concession contracts or permits to existing concessionaires or permittees that comply with the Concessions Management Policy and Directives and Standards or other applicable policies, rules, and regulations. Reclamation will not issue new contracts or permits if the concessionaires or permittees are in default of any term or condition of MANAGING PARTNER - issued contracts or permits.
- (h) The MANAGING PARTNER may enter into basic service contracts without prior review and written approval from Reclamation. Such contracts are limited to essential services for normal maintenance, including, but not necessarily limited to, trash removal and disposal, toilet pumping, or general grounds maintenance.
- (i) Only Reclamation may issue Use Authorizations for land use and resource management (land use authorizations in accordance with 43 CFR 429) within the Reservoir Area(s).
 - (1) Reclamation will, prior to approval of any Authorizations, provide the MANAGING PARTNER a copy of any Use Authorization applications for review and comment. The MANAGING PARTNER shall review any such application and make written comment to Reclamation as appropriate. Reclamation will consider the written comments during the approval process and, if applicable, incorporate them into the Use Authorization. Reclamation shall include in each Use Authorization reasonable measures to protect public recreation facilities, provide for reclamation or repair of damages which may occur to public recreation facilities and a provision that the permittee or grantee indemnifies and holds harmless the MANAGING PARTNER, their employees, agents, and assigns from any loss or damage and from any liability on account of personal injury, property damage, or claims for personal injury or death arising out of the land use granted by Reclamation, except for any such Use Authorizations issued to the MANAGING PARTNER.

20. **UNAUTHORIZED USE.**

The MANAGING PARTNER will take all reasonable measures necessary to identify and investigate incidents of unauthorized land, resource, or recreation facility use, or unauthorized encroachment within the Reservoir Area(s). The MANAGING PARTNER will take all reasonable measures to resolve incidents of unauthorized use or encroachment that is related to recreation. This includes any legal actions necessary to prevent or prosecute such unauthorized use provided that any such action by the MANAGING PARTNER cannot bind the United States in a manner either to payment of money or any other form of commitment. Reclamation hereby delegates to the MANAGING PARTNER the right to bring action in the MANAGING PARTNER's name in

order to protect each party's interests and carry out their responsibilities in connection therewith. Resolution of boundary disputes and non-recreational use of lands and resources shall be the responsibility of Reclamation. The MANAGING PARTNER will notify Reclamation's designated representative of boundary disputes or unauthorized incidents within 10 calendar days of discovery.

21. RESERVATIONS.

The MANAGING PARTNER's management of the Reservoir Area(s) is(are) subject to the following conditions and reservations:

- (a) Existing land uses, rights, or interests within the Reservoir Area(s) and lawfully held by Reclamation or persons or entities not party to this Management Agreement.
- (b) The right of Reclamation, their assigns, employees, and agents, to enter upon the Reservoir Area(s) on official business without charge, for the purpose of enforcing, protecting, and exercising the rights of Reclamation and also to protect the rights of those not party to this Management Agreement.
- (c) The right of Reclamation, its assigns, agents, contractors, lessees, or permittees, to remove from the Reservoir Area(s), any and all materials necessary for the construction, operation, and maintenance of Project works and facilities. All such removal activities shall not encroach on developed sites without mutual agreement of the parties hereto.
- (d) The right of Reclamation, and its assigns, agents, contractors, lessees, or permittees, to prospect for, extract, and carry on the management of oil, gas, coal, and other minerals and the right to issue permits to prospect for oil, gas, or other minerals under the Act of February 25, 1920 (41 Stat. 437), and amendatory acts, the Act of August 4, 1939 (53 Stat. 1187), as amended, and the Act of August 7, 1947 (61 Stat. 913), subject to stipulations.
- (e) Except in emergency situations, Reclamation's designated representative will give written notice to the MANAGING PARTNER's designated representative 30 calendar days prior to the exercise of the above rights.
- (f) All Reclamation Federal lands covered by this agreement shall be closed to off-road (cross-country) vehicle use, unless, opened through a Reclamation-approved planning process. Public motorized travel on existing, designated roads may be allowed, unless other-wise posted as closed to protect project resources and health and human safety.

22. TITLE TO LAND, IMPROVEMENTS, EQUIPMENT AND RESTORATION.

- (a) Permanent structures and improvements constructed on the Federal lands and water which were funded, or partially funded, by the United States shall remain the property of the United States.
- (b) The MANAGING PARTNER will keep a current and accurate property record/inventory of all Recreation Facilities, structures and improvements installed or constructed within the Reservoir Area(s) and all equipment purchased with Federal Appropriations or Allotment of Funds for use at the Reservoir Area(s) pursuant to this Management Agreement.

- (c) Property, equipment, and supplies acquired with Federal Appropriations or Allotment of Funds pursuant to this Management Agreement will be managed in accordance with Exhibit F.
- (d) The MANAGING PARTNER shall keep a current and accurate inventory of any structures and improvements installed or constructed solely at its own expense or at the expense of its contractors, concessionaires and permittees and shall provide Reclamation such inventory within 30 days of completion of such installation or construction, so that Reclamation inventory records can be maintained accordingly. If not a new structure, the structure and improvements shall be included in the Recreation Facilities asset inventory, as described in Article 2 (c) of the Management Agreement. If fixed assets are Cost Shared using Federal funds, title will be vested in the United States and no compensation is authorized.
- (e) For a period of 180 days after termination of this Management Agreement or such longer period as may be determined by Reclamation to be reasonable, the MANAGING PARTNER, its contractors, concessionaires or permittees, shall have the privilege, at their sole cost or expense, of salvaging and/or removing Recreation Facilities that were exclusively financed, constructed or installed by the MANAGING PARTNER, its contractors, concessionaires or permittees, that are determined by Reclamation to be unnecessary for continued management of the Reservoir Area(s). After the expiration of such period, the title to all remaining MANAGING PARTNER financed, constructed, or installed Recreation Facilities shall vest in the United States. The MANAGING PARTNER, its contractors, concessionaires, and permittees shall restore the land formerly occupied by any removed recreation facilities to its original condition as determined by Reclamation to be satisfactory.
- (f) Any improvements that may be a historic property as described in 36 CFR 60, shall be inventoried, and evaluated to determine its eligibility to be listed on the National Register of Historic Places. If the improvement qualifies, then Reclamation shall conduct consultation required by Section 106 of the National Historic Preservation Act prior to demolition or taking ownership of the improvement.

23. **REVIEW OF RECREATION ADMINISTRATION, OPERATION, MAINTENANCE, AND IMPROVEMENTS.**

- (a) The parties will meet annually or more often as determined in coordination between the MANAGING PARTNER and Reclamation, to review and inspect the Reservoir Area(s) regarding compliance with this Management Agreement. The purpose of these reviews and inspections is to ensure that administration, operation, maintenance procedures are adequate; to identify and correct deficiencies and problems; and to ensure the administration of the Reservoir Area(s) is in accordance with the intended purposes. Reviews will include but are not necessarily limited to implementation actions identified in the RMP, resource monitoring; health and safety; appropriate use of the Federal lands and waters; land interests and resources; and inspections of Recreation facilities and operations, including third party Concession contracts or permits, and basic service contracts within the Reservoir Area(s). Deficiencies and problems within the Reservoir Area(s) will be corrected in a timely manner in

accordance with the terms of this Management Agreement. Conclusions and recommendations based upon such reviews and inspections will provide direction for, and possible modification of the administration, operation, maintenance, and development responsibilities pursuant to this Management Agreement.

- (b) Private exclusive use is prohibited under accordance with 43 CFR 429 and related Reclamation policies.

24. **EXAMINATION OF RECORDS.**

- (c) The MANAGING PARTNER agrees that Reclamation shall have the right to examine and to access any pertinent books, documents, papers, and records of the MANAGING PARTNER and/or third-party entities involving transactions related to this Management Agreement. This provision is subject to any confidentiality laws, which may limit release of records, such as, but not limited to, employee personnel files.
- (d) Reclamation’s designated representative may at any time request an independent audit of the MANAGING PARTNER’s financial activities for the Reservoir Area(s). Such independent audit shall be performed at the cost of Reclamation. Any discrepancies found during such audits shall be corrected by the responsible party.

25. **RECREATION USE DATA REPORT.**

Each year, the MANAGING PARTNER will furnish to Reclamation’s designated representative an annual summary of recreation-related visitor uses at the Reservoir Area(s) for the previous year. Reclamation will provide the forms for this report annually, which is currently titled “Recreation Use Data Report (RUDR)” (note while this form/data request is currently referred to as RUDR, the actual title and/or format of this data request may change in the future but would continue to meet the primary purpose of reporting on recreation, visitor use and related facilities and operations at sites).

26. **MISCELLANEOUS PROVISIONS.**

- (a) The MANAGING PARTNER, its contractors, concessionaires, or permittees shall comply, relative to this Management Agreement, with the Environmental Requirements set forth in Exhibit B attached hereto and incorporated herein.
- (b) The MANAGING PARTNER, its contractors, concessionaires, or permittees, relative to this agreement, shall perform all duties in this Management Agreement consistent with Reclamation’s Federal Indian Trust responsibilities as set forth in “Departmental Manual Part 512, Chapter 2, Department Responsibilities for Indian Trust Resources”, incorporated herein by reference.
- (c) The MANAGING PARTNER, its contractors, concessionaires, or permittees, relative to this agreement, shall be subject to the Equal Opportunity requirements set forth in Exhibit C and Title IV of the Civil Rights Act of 1964 set forth in Exhibit D attached hereto and incorporated herein.

- (d) The MANAGING PARTNER, its contractors, concessionaires, or permittees, relative to this agreement, shall be subject to Executive Order 13658, Establishing a Minimum Wage for Contractors set forth in Exhibit E attached hereto and incorporated herein.
- (e) Reclamation, at the request of the MANAGING PARTNER, shall provide information on property boundaries, easements, and Use Authorizations on Reclamation lands within the Reservoir Area(s).
- (f) The parties hereto understand and agree that the various terms and conditions within this Agreement apply to the Management Agreement as a whole and are not to be narrowly defined within the specific article under which a given term or condition is located.
- (g) Each party hereto will provide to the other party any additional reports or information which may be reasonably requested.

27. **NOTICE OF CURE / DISPUTE RESOLUTION.**

- (a) Reclamation and the MANAGING PARTNER may provide notice of any non-compliance with the terms and conditions of this Management Agreement. Notification of non-compliance shall be in writing, noting a period of time in which the non-compliant act or omission shall be corrected based on the severity of the correction. If either party fails to mutually agree and to satisfactorily correct any substantial or persistent non-compliance within the specified time the following remedies are available: Reclamation may close all or part of the Reservoir Area(s), Reclamation or the MANAGING PARTNER may temporarily suspend Management of the Reservoir Area(s) or terminate the Management Agreement after notice in writing of such intent, in accordance with Article 29.
- (b) In the event Reclamation and the MANAGING PARTNER cannot mutually agree on a proposed action within 90 calendar days, a longer period may be mutually agreed to by the parties hereto, to address any notice of non-compliance.
- (c) Failure to exercise, or any delay in exercising, any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

28. **MODIFICATION OF AGREEMENT.**

- (a) This Management Agreement may be modified, amended, or superseded at any time during its term, upon written approval by both Reclamation and the MANAGING PARTNER.
- (b) If any portion of this Management Agreement is rendered null and void as a result of applicable laws, regulations, executive orders, court rulings, etc., all remaining portions of the Management Agreement will remain in full force and effect, provided the voided portion or portions do not affect the primary purposes of this Management Agreement.
- (c) A breach of any provision by either party to this Management Agreement shall not relieve either party of the remaining obligations of this Management Agreement. Waiver of any breach of this

Management Agreement by any party hereto shall not constitute a continuing waiver or a waiver of any breach of the same or another provision of this Management Agreement.

29. **TERMINATION.**

- (a) This Agreement will terminate and all rights and obligations of the parties under this Management Agreement will cease under the following conditions:
 - (1) Upon expiration of the term of this Management Agreement, as provided in Article 3; or
 - (2) Either party may serve written notice of termination upon failure of the other party to comply with the terms and conditions of this Management Agreement. The party given such notice will be given a minimum of one hundred twenty (120) days following the date of such notice to correct the default or breach. Failure to correct the default or breach within one hundred twenty (120) days of receipt of notice, or up to one (1) year if Mutually Agreed, will constitute reasonable cause for immediate termination of this Management Agreement.
- (b) If the U.S. Congress, Reclamation, or the MANAGING PARTNER fails to provide adequate funding to enable Reclamation or the MANAGING PARTNER to carry out their respective obligations under this Management Agreement, either party may give written notice of its desire to suspend, modify, or terminate this Management Agreement. If a party gives written notice of its desire to terminate, this Management Agreement shall terminate on a certain date at least 90 days after the date of notice.
- (c) For conditions other than those expressed in (a) and (b) herein, Reclamation or the MANAGING PARTNER may terminate this Management Agreement with at least 2 years written notice, to the other party.
- (d) If this Management Agreement is terminated by either party, a close-out review and evaluation will be conducted within 12 months prior to the expiration or termination date and thereafter, as necessary.
- (e) Upon termination by either party or expiration of this Management Agreement, the Revenue generated at the Reservoir Area(s), including any surplus, will be applied against the expenses accrued and any deficits will be split evenly between the parties hereto. Any surpluses will be returned to Reclamation and credited to each project as appropriate and in compliance with Reclamation Manual PEC 03-01.

30. **DESIGNATED REPRESENTATIVES/NOTICES.**

- (a) The parties hereto agree the designated representatives for administration of this Management Agreement are as follows, or as may be further delegated in writing by the following:

Area Manager, Eastern Colorado Area Office, Bureau of Reclamation, 11056 West County Road 18E, Loveland, CO 80537.

Board Chair, Larimer County Board of County Commissioners, 200 West Oak, Suite 2200, Fort Collins, CO 80521

(b) Any written notice, demand, or request, as required or authorized by this Management Agreement, will be provided to the parties above listed and also in writing to the Larimer County Department of Natural Resources: Daylan Figgs, Natural Resources Director, Natural Resources Department, 1800 S. County Road 31, Loveland, CO 80537. All parties hereto are responsible for notifying all affected parties of any subsequent change of address, organizational changes, responsibility adjustments, and other related changes, as they take place.

31. **SEVERABILITY.**

Each provision of this Management Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this Management Agreement shall be deemed or determined by competent authority to be invalid or prohibited hereunder, such provision shall be ineffective and void only to the extent of such invalidity or prohibition, but shall not be deemed ineffective or invalid as to the remainder of such provision or any other remaining provision, or this Management Agreement as a whole.

32. **OFFICIALS OR EMPLOYEES NOT TO BENEFIT.**

No member or delegate of Congress, and no officer, agent, or employee of the Executive, Legislative, or Judicial Branch of the Federal government, or official or employee of the MANAGING PARTNER shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon.

33. **THIRD PARTY BENEFICIARY RIGHTS.**

The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Management Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Management Agreement shall operate only between the parties to this Management Agreement and shall insure solely to the benefit of the parties to this Management Agreement. The provisions of this Management Agreement are intended only to assist the parties in determining and performing their obligations under this Management Agreement. The parties to this Management Agreement intend and expressly agree that only party's signatory to this Management Agreement shall have any legal or equitable right to seek to enforce this Management Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Management Agreement, or to bring an action for the breach of this Management Agreement.

34. **SURVIVOR CLAUSE.**

Terms and conditions that require action by the MANAGING PARTNER or its contractors, concessionaires, permittees, agents, or assigns may survive the termination of this Agreement when they are deemed by Reclamation for the benefit of the United States.

35. **ASSIGNMENT OF AGREEMENT.**

Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Management Agreement without the prior written consent of the other party.

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

LARIMER COUNTY BOARD OF COUNTY
COMMISSIONERS, COLORADO

Kristin Stephens, Board Chair

THE UNITED STATES OF AMERICA

Department of the Interior

Bureau of Reclamation

Jeffrey Rieker, Eastern Colorado Area Manager

By _____

By _____

Date _____

Date _____

Exhibit A- Reservoir Area(s) Map

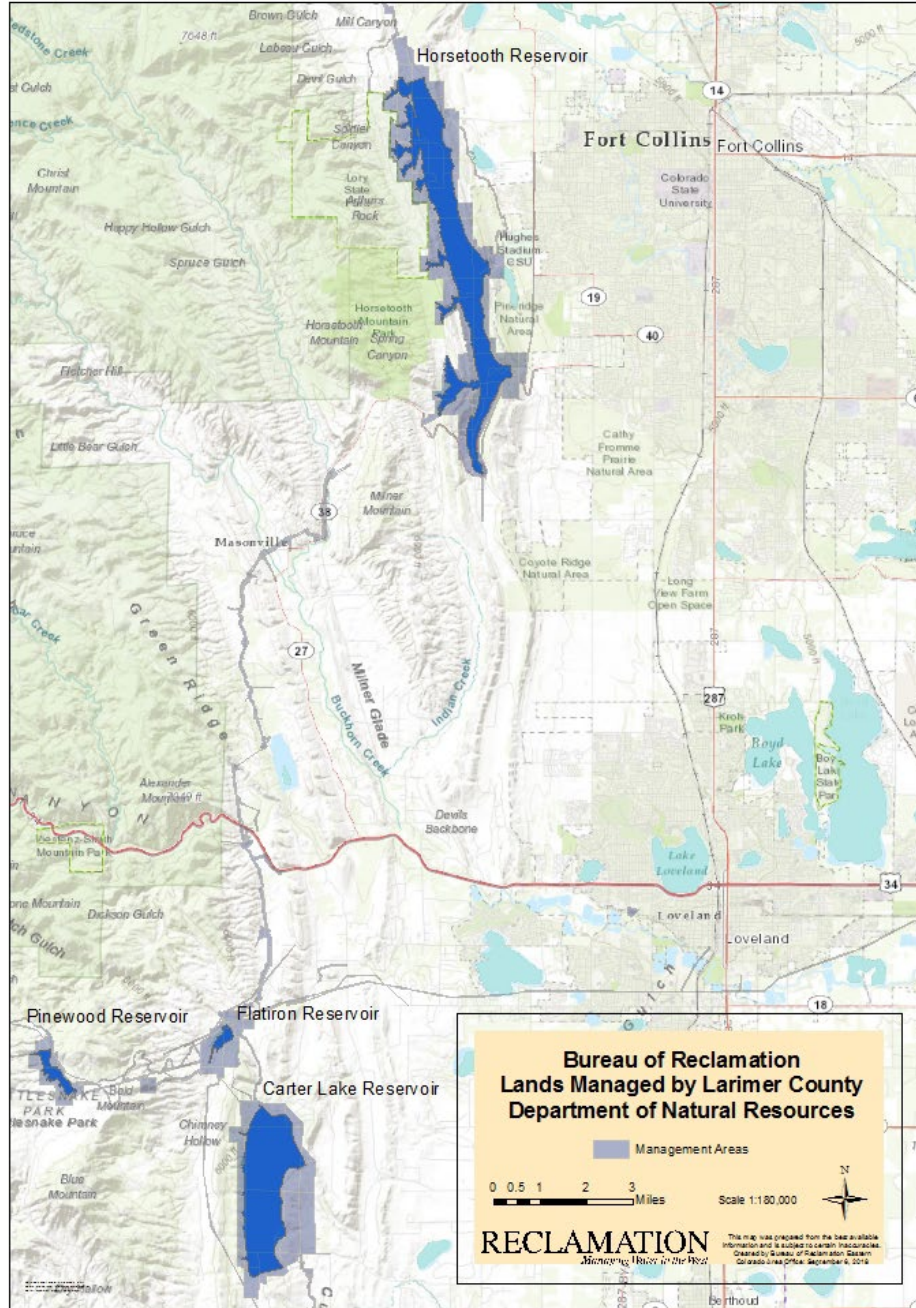


Exhibit A(1) – Horsetooth Reservoir

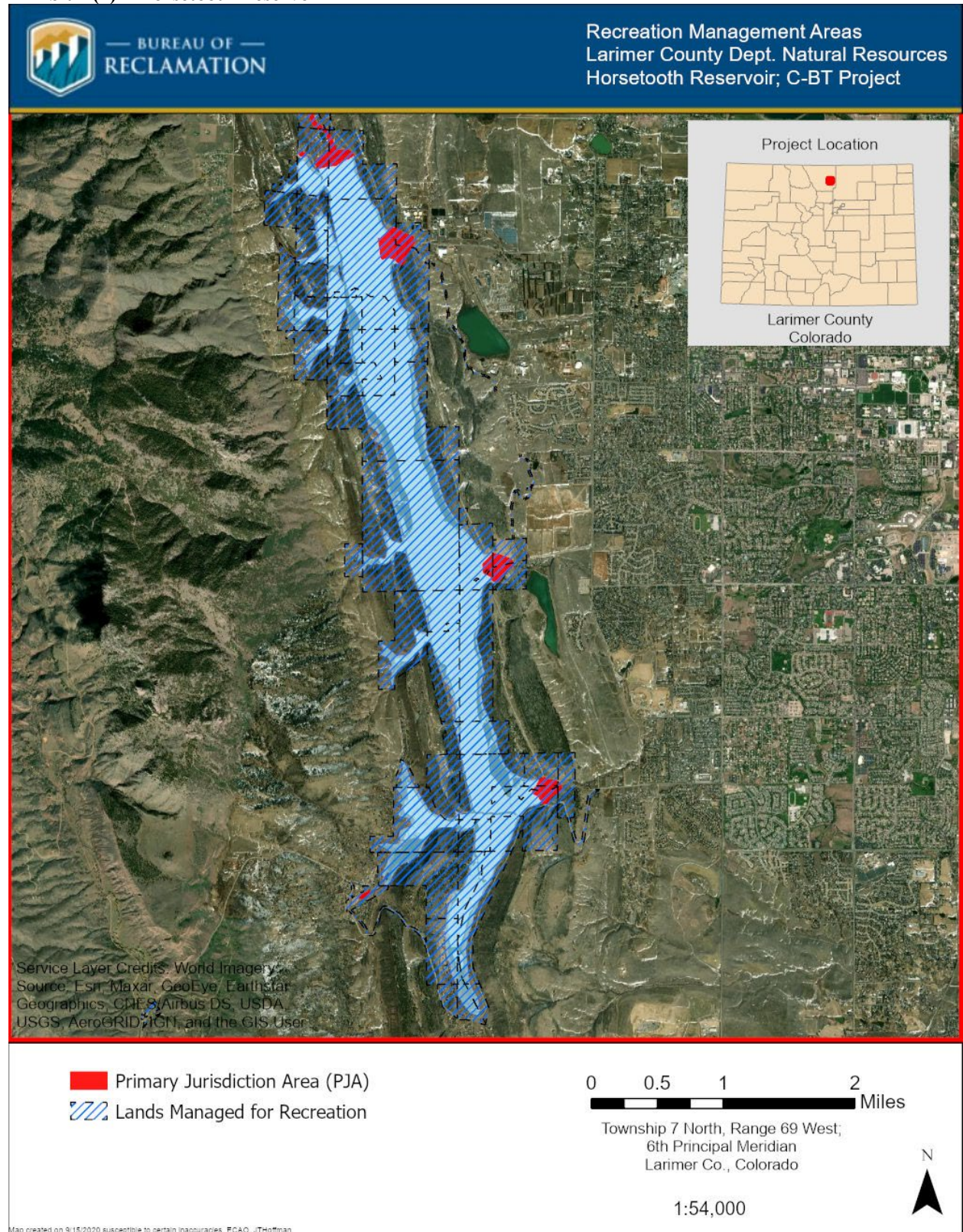


Exhibit A(2) – Carter Lake

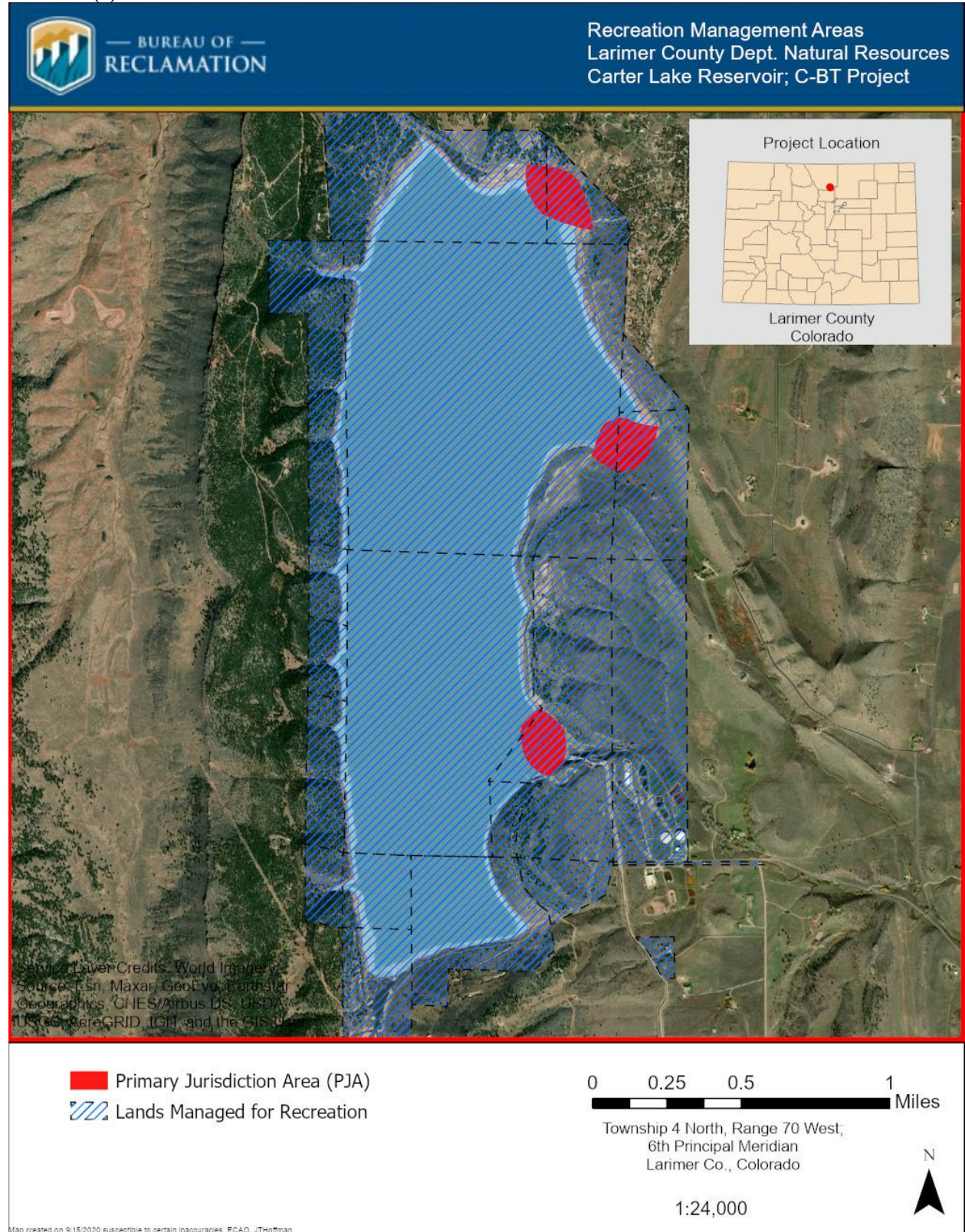


Exhibit A (3) – Pinewood Reservoir

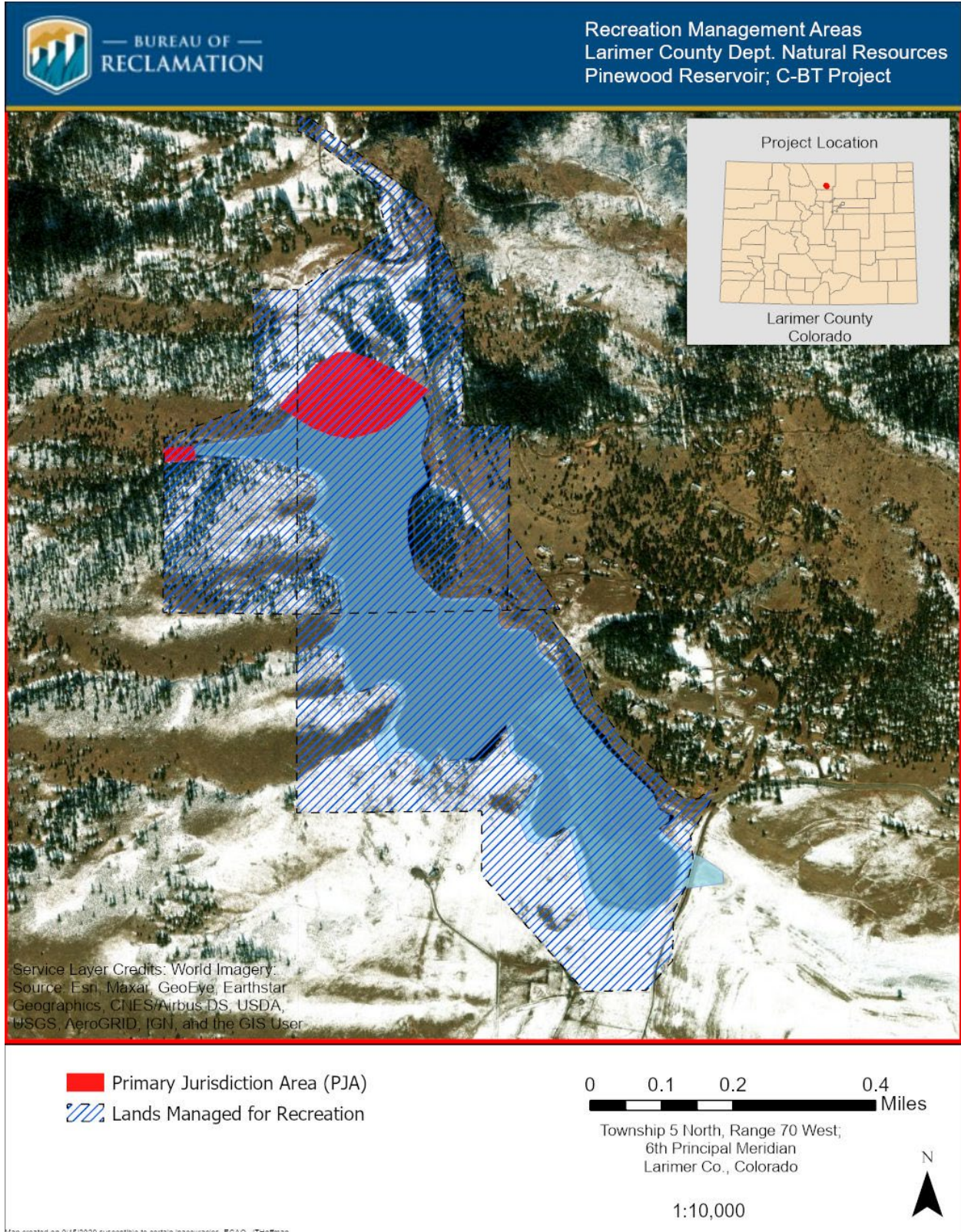


Exhibit A(4) – Flatiron Reservoir

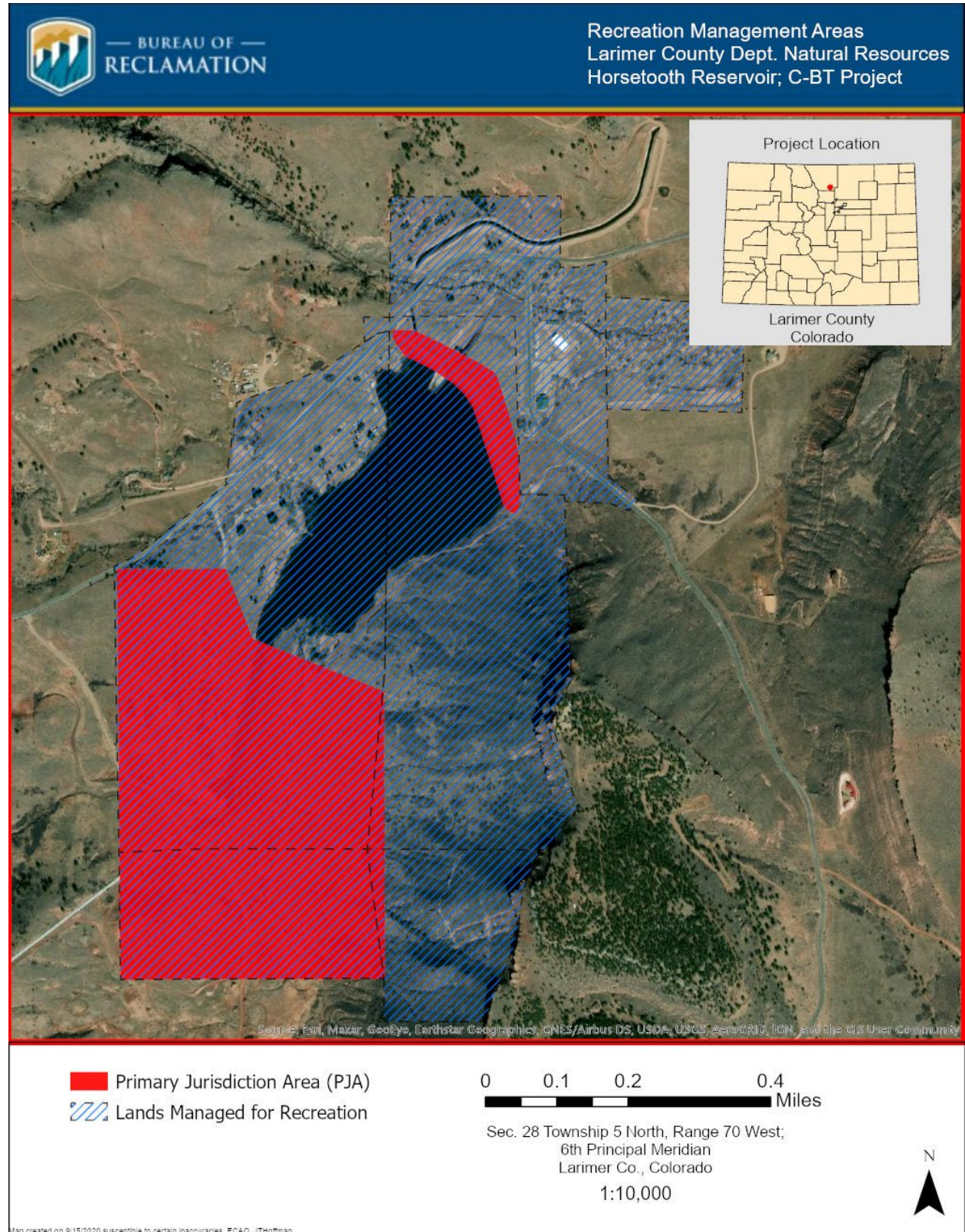


EXHIBIT B
Environmental Requirements

- (a) All actions taking place on Federal property must comply with the National Environmental Policy Act (NEPA) of 1969, and associated laws and regulations as amended. The MANAGING PARTNER shall integrate NEPA processes with other planning at the earliest possible time to ensure that planning and decisions, subject to this Management Agreement, reflect environmental regulations, to avoid delays later in the process and to minimize potential conflicts (40 CFR 1501.2).
- (b) Within the scope of this Management Agreement, actions must be consistent with applicable Federal laws, regulations and Executive Orders, including, but not limited to:

National Environmental Policy Act (P.L. 91-190, 83 Stat. 852)
 Endangered Species Act (P.L. 93-205, 16 U.S.C. 1531 et seq.)
 Clean Air Act (P.L. 88-206, as amended, 42 U.S.C., 7401 et seq.)
 Clean Water Act (P.L. 95-217, 33 U.S.C., 1288 et seq.)
 Fish and Wildlife Coordination Act (P.L. 85-624, 16 U.S.C., 661, 662)
 Migratory Bird Treaty Act (16 U.S.C. 703-711)
 Indian Trust Asset Policy and guidance
 National Historic Preservation Act of 1966 (NHPA), as amended
 Archaeological Resources Protection Act of 1979 (P.L. 95-95, 93 Stat. 721)
 Protection of Historical and Cultural Properties (36 CFR, Part 800)
 Safe Drinking Water Act of 1974 (P.L. 93-523; U.S.C. 300, 88 Stat. 1660)
 Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) (P.L. 96-510)
 Off-Road Vehicle Use on Bureau of Reclamation Lands (43 CFR, Part 420)
 National Trails System Act (P.L. 95-43, 16 U.S.C. 1241 et seq.)
 Rehabilitation Act of 1973, Section 504, as amended (29 U.S.C. 700, et seq., P.L. 93-516 and 95-602)
 Resource Conservation and Recovery Act (RCRA) (P.L. 94-580)
 Architectural Barriers Act of 1968, as amended (42 U.S.C. 4151-4157, P.L. 90-480)
 Uniform Federal Accessibility Standards (UFAS) (49 CFR 31528)
 Executive Order 11990, Protection of Wetlands.
 Executive Order 11988, Floodplain Management
 Executive Order 12898, Guidance for Implementing Indian Sacred Sites
 Executive Order 12898, Environmental Justice
 Executive Orders 11664 and 11989 for Off-Road Use
 Executive Order 12088, Federal Compliance with Pollution Control Standards
 Executive Order 13423, Strengthening Federal Environmental, Energy, and Transportation Management

- (c) Within the scope of this Management Agreement, actions must be consistent with the applicable
- a. Resource Management Plan for the area;
 - b. Reclamation Policies; and
 - c. State and Local regulations, when applicable to this Agreement.
- (d) Environmental Documentation. Prior to any action which would modify the environment or change conditions, including but, not limited to recreation/visitor use capacity, the MANAGING PARTNER will submit any necessary environmental documentation as directed by Reclamation. Environmental documentation is needed if maintenance or other project includes one of the following:
- Ground/Surface disturbance
 - Change in capacity
 - Change in purpose
 - New construction
- (e) Reclamation must receive notification in advance of any modifications/project work described above to determine whether environmental documentation is required. No such modification of the environment

shall be undertaken without prior written approval of Reclamation. Generally, routine maintenance not involving one of these above criteria does not require environmental documentation, however, coordination and communication with Reclamation is recommended to ensure full compliance with laws and regulations.

- (f) Selecting the appropriate level of environmental documentation. Consultation with Reclamation at the earliest planning stages and throughout the planning process is necessary to ensure the appropriate level of environmental documentation and to avoid unnecessary delay. The MANAGING PARTNER will analyze the project as a whole; the evaluations should not be compartmentalized.
- (g) The MANAGING PARTNER shall correct any pollution of soil, air, or water, and deterioration of resources caused by the MANAGING PARTNER resulting from exercise of the privileges granted in accordance with rules, regulations and directives of the Secretary of the Interior and in compliance with all Federal laws. Increased cost will not justify noncompliance with environmental quality controls required by the United States.
- (h) The MANAGING PARTNER shall comply with all provisions of Federal and State pesticide laws and amendments. Further, in the use of all pesticides on lands owned by the United States, the MANAGING PARTNER shall submit a Pesticide Use Proposal for such use annually and shall obtain prior written approval of the United States before implementing said plans or have an approved Integrated Pest Management Plan in place.
- (i) Environmental Management Systems. In accordance with Executive Orders 13423, as amended and supplemented by Executive Order 13514, and ENV P05 (The Bureau of Reclamation's Commitment to Environmental Stewardship), the MANAGING PARTNER will implement actions that collectively work to promote sustainable practices, waste reduction and pollution prevention. Examples of activities and/or programs that promote sustainable practices may include, but are not limited to, recycling programs, 'green purchasing' programs and water use efficiency.
- (j) In accordance with Section 106 of the National Historic Preservation Act of 1966 and the implementing regulations 36 CFR Part 800, Executive Order 11593, and Public Law 93-921, cultural resources will be given full consideration in any proposed actions initiated by the MANAGING PARTNER beyond those approved in existing plans and documents. Archaeological, historical, and paleontological sites that may be impacted will be adequately mitigated prior to any development. If during construction or development cultural resources are exposed, the site and surrounding area will be left undisturbed. The State Historic Preservation Office (SHPO) and Reclamation will be notified immediately. Cost of any recovery work, if necessary, will be borne by the MANAGING PARTNER. Reclamation will conduct NHPA Section 106 Consultation with the SHPO and Advisory Council on Historic Preservation prior to authorizing such proposed action, construction, or development as required. Accordingly, the MANAGING PARTNER will provide Reclamation with copies of any cultural resource reports concerning identified sites for NHPA Section 106 Consultation purposes.

No surface disturbance operations can proceed until the requirements of this Article have been met.

Reclamation shall require the following provisions to be included in all construction contracts issued by the MANAGING PARTNER.

- a. General. Federal legislation provides for the resources that may be impacted or altered as a result of any Federal project, activity, or program or federally licensed or assisted project, activity or program.
- b. Discovery of Resources. Should the MANAGING PARTNER, its employees or assigns; or Contractor, or any of the Contractor's employees, subcontractors, or parties operating or associated with the Contractor, in the performance of this contract discover evidence of possible cultural resources, the MANAGING PARTNER and/or Contractor shall immediately cease work at that location and provide oral notification to the Contracting Officer, giving location and nature

of the findings. The MANAGING PARTNER and/or Contractor shall forward a written report of findings to the Contracting Officer within 48 hours.

- i. If a cultural resource is determined by Reclamation to be a Native American cultural item, then the Contractor shall cease the activity in the area of the discovery, make a reasonable effort to protect the items discovered, and wait for written approval from the Contracting Officer before resuming activity. This requirement is prescribed under the Native American Graves Protection and Repatriation Act (NAGPRA). Many States have "burial laws" that apply to non-Federal and non-Indian lands; the Contractor is responsible for complying with applicable state law when operating on non-Federal and non-Indian lands.
 - ii. If the discovery occurs on tribal lands, the Contractor shall immediately orally notify the responsible tribal official and the Contracting Officer and follow with written confirmation within 2 days to the responsible tribal official and the Contracting Officer. (The Reclamation office will supply the name and phone number of the tribal official. This information also can be obtained at <http://web.cast.uark.edu/other/nps/nacd>.)
 - iii. The Contractor shall exercise care so as not to disturb or damage any cultural resources discovered during the execution of this contract, and shall provide such cooperation and assistance as may be necessary to preserve the findings for removal or other disposition by Reclamation. The Contractor shall not resume work in the area of a discovery until written notice to proceed is received from the Contracting Officer.
- c. Destruction of Archaeological Resources. Any person who excavates, removes, damages, alters or defaces or attempts to excavate, remove, damage, or otherwise alter or deface any archaeological resource located on public lands or Indian lands is subject to a maximum of five years in prison and \$250,000 fine, as prescribed under Sections 6 and 7 of the Archaeological Resources Protection Act. State law may provide other penalties on non-Federal lands.
 - d. Approval of the Use Areas and Borrow Sources. If the MANAGING PARTNER or Contractor proposes to use a location other than an approved location (approved locations to be provided by the Contracting Officer), the location(s) must first be approved for use by the Contracting Officer. When considering an unapproved use area or borrow source, the MANAGING PARTNER or Contractor shall submit a map showing the location to the Contracting Officer at least 45 calendar days in advance of any proposed use. The MANAGING PARTNER or Contractor or his subcontractors shall take no action to use or alter the proposed location until written approval is provided by the Contracting Officer.
 - e. Compensation for Delays. Where appropriate by reason of discovery, the Contracting Officer may order changes in the schedule or work. If such delays or changes are ordered, any equitable adjustment under the contract will be provided in accordance with the applicable clauses of the contract.
 - f. Subcontractors. The MANAGING PARTNER or Contractor shall insert these cultural procedure clauses contained in Exhibit B, Section (j), related to Section 106 of the National Historic Preservation Act of 1966 and the implementing regulations 36 CFR Part 800, Executive Order 11593, and Public Law 93-921, in all subcontracts that involve performance of work on job site terrain.
 - g. Cost. Except as provided in subsection e (Compensation for Delays) of this section above, the cost of complying with this contract clause shall be including the prices offered in the schedule for other items of work.
 - h. Government Access. The MANAGING PARTNER's or Contractor's arrangement with landowners shall permit the Government or its representatives access to the land to identify cultural resources and conduct appropriate inspections during the Contractor's use of the area or during material procurement.
 - i. Definitions.
 - i. Cultural Items: as defined by NAGPRA include Native American human remains funerary objects, sacred objects and objects of cultural patrimony.
 - ii. Cultural Resources: a broad term that includes prehistoric, historic, architectural, and traditional cultural properties; specific items include, but are not limited to, human skeletal remains, archaeological artifacts, records, and material remains related to such properties.

- iii. Funerary Objects: means Native American items that, as part of the death rite or ceremony of a culture, are reasonably believed to have been placed intentionally at the time of death or later with or near individual human remains.
- iv. Human Remains: means the physical remains of the body of a person.
- v. Native American: means of, or relating to, a tribe, people, or culture that is indigenous to the United States.
- vi. Sacred Objects: means Native American items that are specific ceremonial objects needed by traditional Native American religious leaders for the practice of traditional Native American religions by their present-day adherents. These items are specifically limited to objects that were devoted to a traditional Native American religious ceremony or ritual and which have religious significance or function in the continued observance or renewal of such ceremony.
- vii. Objects of Cultural Patrimony: means Native American items having on-going historical, traditional or cultural importance central to the Indian Tribe or Native Hawaiian organization itself, rather than property owned by an individual tribal or organization member. These objects are of such central importance that they may not be alienated, appropriated, or conveyed by any individual tribal or organization member.

(k) The activities carried out under this Agreement will fully comply with the Endangered Species Act of 1974.

EXHIBIT C
EQUAL OPPORTUNITY REQUIREMENTS

During the performance of this Agreement, the MANAGING PARTNER agrees as follows:

- (a) The MANAGING PARTNER will not discriminate against any employee or applicant for employment because of race, color, age, religion, sex, or national origin. The MANAGING PARTNER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, age, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The MANAGING PARTNER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the United States setting forth the provisions of this Equal Opportunity clause.
- (b) The MANAGING PARTNER will, in all solicitations or advertisements for employees placed by or in behalf of the MANAGING PARTNER state that all qualified applicants will receive consideration for employment without regard to race, color, age, religion, sex or national origin.
- (c) The MANAGING PARTNER will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the United States, advising the labor union or workers representative of the MANAGING PARTNER's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The MANAGING PARTNER will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.
- (e) The MANAGING PARTNER will furnish all information and reports required by said amended Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the United States and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (f) In the event of the MANAGING PARTNER's noncompliance with the Equal Opportunity clause of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended, in whole or in part, by the United States and the MANAGING PARTNER may be declared ineligible for further government contracts in accordance with procedures authorized in said amended Executive Order, and such other sanctions may be imposed and remedies involved as provided in said Executive Order, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The MANAGING PARTNER will include the provisions of paragraphs (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations or orders by the Secretary of Labor issued pursuant to Section 204 of said amended Executive Order, so that such provisions will be binding upon each subcontractor or vendor. The MANAGING PARTNER will take such action with respect to any subcontract or purchase order the United States may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event the MANAGING PARTNER becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the United States, the MANAGING PARTNER may request the United States to enter into such litigation to protect the interests of the United States.

CERTIFICATION OF NONSEGREGATED FACILITIES

- (a) The term segregated facilities means: any waiting rooms, work areas, restrooms and washrooms, restaurants or eating areas, time clocks, locker rooms, storage areas, dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habitat, local custom, or otherwise. The MANAGING PARTNER certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and

that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The MANAGING PARTNER agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this agreement. The MANAGING PARTNER agrees that (except where it has obtained identical certification from proposed subcontractors for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontractors exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that it will retain such certification in its files.

The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

EXHIBIT D
TITLE VI, CIVIL RIGHTS ACT OF 1964

- (a) The MANAGING PARTNER agrees that it will comply with Title VI of the Civil Rights Act of July 2, 1964, (78 Stat. 241), and all requirements imposed by or pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the grounds of race, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the MANAGING PARTNER receives financial assistance from the United States and hereby gives assurance that it will immediately take any measures to effectuate this Agreement.
- (b) If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the MANAGING PARTNER by the United States, this assurance obligates the MANAGING PARTNER, and in the case of any transfer of such property or structure is used for a purpose involving the provision of similar service or benefits. If any personal property is so provided, this assurance obligates the MANAGING PARTNER for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the MANAGING PARTNER for the period during which the Federal financial assistance is extended to it by the United States.
- (c) This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts, or other Federal financial assistance extended after the date hereof to the MANAGING PARTNER by the United States, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The MANAGING PARTNER recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall reserve the right to seek judicial enforcement of this assurance. This assurance is binding on the MANAGING PARTNER, its successors, transferees, and assignees.

EXHIBIT E
Executive Order 13658 – Minimum Wage Requirements

MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (JANUARY 2015)

(a) *Definitions.* As used in this clause—

“United States” means the 50 states and the District of Columbia.

“Worker”—

(1) Means any person engaged in performing work on, or in connection with, a contract covered by [Executive Order 13658](#), and

(i) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV),

(ii) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in [29 CFR part 541](#),

(iii) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(2) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under [29 U.S.C. 214\(c\)](#).

(3) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(b) *Executive Order Minimum Wage rate.* (1) The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of \$10.10 per hour beginning January 1, 2015.

(2) The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2016 and annually thereafter, to meet the Secretary of Labor's annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on www.wdol.gov (or any successor Web site) and on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. The applicable published E.O. minimum wage is incorporated by reference into this contract.

(3)(i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only if labor costs increase as a result of an increase in the annual E.O. minimum wage, and for associated labor costs and relevant subcontract costs. Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any subcontractor requests for such price adjustment.

(iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price

adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(5) A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.

(6) The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with [29 CFR 10.23](#), Deductions.

(7) The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(10) The Contractor shall follow the policies and procedures in [29 CFR 10.24\(b\)](#) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.

(c)(1) This clause applies to workers as defined in paragraph (a). As provided in that definition—

(i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under [29 U.S.C. 214\(c\)](#) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to—

(i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., *i.e.* those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;

(ii) Individuals exempted from the minimum wage requirements of the FLSA under [29 U.S.C. 213\(a\)](#) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to—

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under [29 U.S.C. 214\(a\)](#).

(B) Students whose wages are calculated pursuant to special certificates issued under [29 U.S.C. 214\(b\)](#).

(C) Those employed in a bona fide executive, administrative, or professional capacity ([29 U.S.C. 213\(a\)\(1\)](#) and [29 CFR part 541](#)).

(d) *Notice.* The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at www.dol.gov/whd/govcontracts, in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) *Payroll Records.* (1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

- (i) Name, address, and social security number;
- (ii) The worker's occupation(s) or classification(s);
- (iii) The rate or rates of wages paid;
- (iv) The number of daily and weekly hours worked by each worker;
- (v) Any deductions made; and
- (vi) Total wages paid.

(2) The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer.

(3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of [29 CFR 10.26](#) and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) *Access.* The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) *Withholding.* The Contracting Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.

(h) *Disputes.* Department of Labor has set forth in [29 CFR 10.51](#), Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at [29 CFR part 10](#). Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) *Antiretaliation.* The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) *Subcontractor compliance.* The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.

(k) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

(End of clause)

EXHIBIT F
NONEXPENDABLE GOVERNMENT PROPERTY REQUIREMENTS

- (a) Nonexpendable government property is equipment which is complete in itself and does not ordinarily lose its identity or become a component part of another piece of equipment when put into use. Nonexpendable Government property includes the following:
- a. Any single item, having a useful life of one year or more, which is acquired at a cost of, or valued at \$5,000.00 or more;
 - b. Sensitive items identified in Article (e) below, regardless of acquisition cost;
 - c. All office furnishings and furniture.
- (b) For each item of nonexpendable United States' property, the MANAGING PARTNER is required to maintain an individual item record which will adequately satisfy the requirements set forth in Article 22 of this Agreement. In establishing and maintaining control over United States' property, the MANAGING PARTNER will include, at the minimum, the following information in their property accounting system:
- a. Contract number
 - b. Name of item
 - c. Manufacturer's name
 - d. Manufacturer's model number
 - e. Manufacturer's serial number
 - f. Acquisition document reference and date
 - g. Guarantee and warranty lapse date
 - h. Location
 - i. Unit Price
- (c) Accessory and component equipment that is attached to, part of, or acquired for use with a specific item or equipment, must be recorded on the record of the basic item. Any accessory or component item that is not attached to, part of, or acquired for use with a specific item of equipment must be recorded separately. Useable accessory or component items that are permanently removed from items of Government property must also be separately recorded.
- (d) The unit price of each item of government property must be contained in the MANAGING PARTNER's property control system. The MANAGING PARTNER's quantitative inventory record must contain the unit prices. The supplementary records containing this information must be identified and recognized as a part of the unit price of the item (less discount).
- (e) Firearms, museum property, motor vehicles and heavy equipment are sensitive items of nonexpendable property which shall be included in the MANAGING PARTNER's property accountability system, even if the original acquisition cost is under \$5,000.00.

MEMORANDUM

TO: Board of Larimer County Commissioners (“Board”)
FROM: Eric Fried, Chief Building Official
DATE: May 11, 2022
RE: Information on Adjusting Building Permit Valuations

While the Board has no role in establishing building valuations as part of our plan review and permit processes, I want to fully inform you as we update building valuations.

There is a two-step process to assess building permit fees, which is somewhat akin to the property assessment process. First, the valuation of the proposed work to be permitted is determined. Fees are then assessed based on the valuation.

In determining valuation, the Building Division uses whichever figure is higher, the valuation we calculate (as I will explain), or the estimated valuation provided by the applicant. Because we have not updated how we calculate valuations in many years, in approximately 85% of cases the valuation is based on the information provided to us by applicants. For the vast majority of our customers, their fees will not change with this update. Only applicants who provide unrealistically low project cost estimates will see their fees rise. Building staff feels this is a matter of leveling the playing field for all applicants rather than penalizing honesty.

The International Code Council biannually publishes a table of valuations per square foot, based on occupancy classification and construction type. (See attached 2008 and 2022 tables.) Our current valuations are based on the table published in 2008. We added some original categories to better serve our customers and more accurately assess valuations, such as carports, private garages, pole barns, hay sheds, modular homes, decks, porches, and weekend cabins. For example, we calculate the per sq. ft. valuation of a new single-family home at \$95.94 and a cabin at \$40 per sq. ft., which are well below the actual valuations.

We plan to update our valuations using the February 2022 International Code Council building valuations table, which has risen by approximately 60% since 2008. We will keep most of our original categories and update them by a similar factor, perhaps combining some and adding new ones where we lack a useful data point. Going forward, we plan to annually update our valuations so we do not fall so far behind again.

We are not asking the Board to weigh in on minute details of how to classify buildings and portions thereof to provide the most accurate valuations, only providing you an overview of our process and explaining why we are belatedly taking this step to make our calculations more accurate and fairer across the board. Your feedback, as always, is welcome.



Building Valuation Data – FEBRUARY 2022

Square Foot Construction Costs ^{a, b, c}

Group (2021 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	309.06	298.66	291.64	280.58	263.98	255.82	272.02	244.80	237.02
A-1 Assembly, theaters, without stage	282.85	272.45	265.42	254.37	237.77	229.61	245.81	218.59	210.80
A-2 Assembly, nightclubs	237.31	230.23	224.56	215.36	202.99	197.40	207.69	183.68	177.40
A-2 Assembly, restaurants, bars, banquet halls	236.31	229.23	222.56	214.36	200.99	196.40	206.69	181.68	176.40
A-3 Assembly, churches	286.90	276.49	269.47	258.42	242.23	234.07	249.86	223.05	215.26
A-3 Assembly, general, community halls, libraries, museums	244.77	234.37	226.34	216.29	198.94	191.79	207.73	179.77	172.98
A-4 Assembly, arenas	281.85	271.45	263.42	253.37	235.77	228.61	244.81	216.59	209.80
B Business	240.90	232.07	223.51	214.08	194.91	187.36	205.68	172.02	164.34
E Educational	257.70	248.89	242.35	231.90	216.47	205.54	223.92	189.21	183.31
F-1 Factory and industrial, moderate hazard	144.93	138.11	130.39	125.40	112.49	107.10	120.02	92.69	86.88
F-2 Factory and industrial, low hazard	143.93	137.11	130.39	124.40	112.49	106.10	119.02	92.69	85.88
H-1 High Hazard, explosives	135.29	128.47	121.75	115.76	104.14	97.75	110.39	84.34	N.P.
H234 High Hazard	135.29	128.47	121.75	115.76	104.14	97.75	110.39	84.34	77.53
H-5 HPM	240.90	232.07	223.51	214.08	194.91	187.36	205.68	172.02	164.34
I-1 Institutional, supervised environment	244.45	236.08	229.06	219.82	202.16	196.58	220.10	181.25	175.81
I-2 Institutional, hospitals	401.22	392.40	383.83	374.40	354.29	N.P.	366.00	331.40	N.P.
I-2 Institutional, nursing homes	279.15	270.32	261.76	252.33	234.64	N.P.	243.93	211.75	N.P.
I-3 Institutional, restrained	273.40	264.57	256.00	246.57	229.13	220.58	238.17	206.24	196.56
I-4 Institutional, day care facilities	244.45	236.08	229.06	219.82	202.16	196.58	220.10	181.25	175.81
M Mercantile	177.02	169.94	163.27	155.07	142.48	137.88	147.40	123.17	117.89
R-1 Residential, hotels	246.94	238.56	231.54	222.30	204.35	198.77	222.58	183.44	178.00
R-2 Residential, multiple family	206.81	198.43	191.41	182.17	165.41	159.83	182.46	144.50	139.06
R-3 Residential, one- and two-family ^d	192.58	187.37	182.53	178.04	172.85	166.59	175.01	160.35	150.87
R-4 Residential, care/assisted living facilities	244.45	236.08	229.06	219.82	202.16	196.58	220.10	181.25	175.81
S-1 Storage, moderate hazard	134.29	127.47	119.75	114.76	102.14	96.75	109.39	82.34	76.53
S-2 Storage, low hazard	133.29	126.47	119.75	113.76	102.14	95.75	108.39	82.34	75.53
U Utility, miscellaneous	104.98	99.04	93.31	89.21	80.44	74.45	85.33	63.42	60.43

- a. Private Garages use Utility, miscellaneous
- b. For shell only buildings deduct 20 percent
- c. N.P. = not permitted
- d. Unfinished basements (Group R-3) = \$23.20 per sq. ft.

Square Foot Construction Costs^{a, b, c, d}

Group	(2006 International Building Code)	Type of Construction								
		IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1	Assembly, theaters, with stage	196.11	189.78	185.37	177.60	167.20	162.27	171.92	152.56	146.94
	Assembly, theaters, without stage	177.62	171.29	166.88	159.10	148.75	143.82	153.43	134.10	128.49
A-2	Assembly, nightclubs	149.94	145.74	142.04	136.49	128.53	124.91	131.71	116.50	112.58
A-2	Assembly, restaurants, bars, banquet halls	148.94	144.74	140.04	135.49	126.53	123.91	130.71	114.50	111.58
A-3	Assembly, churches	180.72	174.39	169.98	162.21	151.82	146.89	156.54	137.18	131.57
A-3	Assembly, general, community halls, libraries, museums	152.81	146.48	141.07	134.30	122.33	118.97	128.63	108.26	103.65
A-4	Assembly, arenas	176.62	170.29	164.88	158.10	146.75	142.82	152.43	132.10	127.49
B	Business	154.16	148.70	144.00	137.27	125.07	120.41	131.97	109.81	105.37
E	Educational	166.52	160.91	156.34	149.52	140.14	132.98	144.59	123.34	118.69
F-1	Factory and industrial, moderate hazard	92.68	88.42	83.70	80.93	72.45	69.29	77.68	59.67	56.50
F-2	Factory and industrial, low hazard	91.68	87.42	83.70	79.93	72.45	68.29	76.68	59.67	55.50
H-1	High Hazard, explosives	86.84	82.58	78.86	75.09	67.79	63.63	71.84	55.02	N.P.
H234	High Hazard	86.84	82.58	78.86	75.09	67.79	63.63	71.84	55.02	50.85
H-5	HPM	154.16	148.70	144.00	137.27	125.07	120.41	131.97	109.81	105.37
I-1	Institutional, supervised environment	152.30	147.08	143.14	137.34	128.24	124.73	138.61	116.09	111.54
I-2	Institutional, hospitals	256.26	250.80	246.11	239.38	226.55	N.P.	234.08	211.31	N.P.
I-2	Institutional, nursing homes	179.18	173.72	169.02	162.30	150.51	N.P.	157.00	135.27	N.P.
I-3	Institutional, restrained	174.99	169.52	164.83	158.10	147.16	141.52	152.80	131.92	125.48
I-4	Institutional, day care facilities	152.30	147.08	143.14	137.34	128.24	124.73	138.61	116.09	111.54
M	Mercantile	111.44	107.24	102.53	97.99	89.62	87.00	93.21	77.59	74.67
R-1	Residential, hotels	154.24	149.02	145.08	139.28	129.95	126.44	140.32	117.80	113.25
R-2	Residential, multiple family	129.33	124.11	120.17	114.37	105.16	101.65	115.53	93.01	88.46
R-3	Residential, one- and two-family	122.11	118.76	115.86	112.68	108.62	105.77	110.77	101.74	95.91
R-4	Residential, care/assisted living facilities	152.30	147.08	143.14	137.34	128.24	124.73	138.61	116.09	111.54
S-1	Storage, moderate hazard	85.84	81.58	76.86	74.09	65.79	62.63	70.84	53.02	49.85
S-2	Storage, low hazard	84.84	80.58	76.86	73.09	65.79	61.63	69.84	53.02	48.85
U	Utility, miscellaneous	65.15	61.60	57.92	55.03	49.70	46.33	51.94	39.23	37.34

- a. Private Garages use Utility, miscellaneous
- b. Unfinished basements (all use group) = \$15.00 per sq. ft.
- c. For shell only buildings deduct 20 percent.
- d. N.P. = not permitted

Electronic files of the latest Building Valuation Data can be downloaded from the Code Council website
at www.iccsafe.org/cs/techservices