

|  |                         |   |               |  |   |                                    |
|--|-------------------------|---|---------------|--|---|------------------------------------|
| <b>AWARD/CONTRACT</b>  |                         | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) |               | RATING   | PAGE OF PAGES<br>1   18                 |                                    |
| 2. CONTRACT (Proc. Inst. Ident.) NO.<br>W911SR-07-2-0003   |                         | 3. EFFECTIVE DATE   |               | 4. REQUISITION/PURCHASE REQUEST/PROJECT NO.  |   |                                    |
| 5. ISSUED BY<br>US ARMY RDECOM ACQ. CTR. - W911SR<br>EDGEWOOD CONTRACTING DIVISION<br>ATTN: AMSRD-ACC-E/BLDG E4455<br>E5179 HOADLEY ROAD<br>ABERDEEN PROVING GROUND MD 21010-5401  |                         | CODE W911SR   |               | 6. ADMINISTERED BY (If other than Item 5)  |   | CODE                               |
| <b>See Item 5</b>  |                         |   |               |  |   |                                    |
| 7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code)<br>El Paso County<br>27 E Vermijo Avenue<br>Colorado Springs, CO 80903   |                         |   |               | 8. DELIVERY<br>[ ] FOB ORIGIN [ ] OTHER (See below)  |   |                                    |
|  |                         |   |               | 9. DISCOUNT FOR PROMPT PAYMENT   |   |                                    |
|  |                         |   |               | 10. SUBMIT INVOICES<br>(4 copies unless otherwise specified)<br>TO THE ADDRESS<br>SHOWN IN:  |   | ITEM                               |
| CODE   |                         | FACILITY CODE   |               |  |   |                                    |
| 11. SHIP TO/MARK FOR CODE  |                         |   |               | 12. PAYMENT WILL BE MADE BY CODE   |   |                                    |
| <b>See Schedule</b>  |                         |   |               |  |   |                                    |
| 13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:<br>[ X ] 10 U.S.C. 2864(a)( ) [ ] 41 U.S.C. 253(c)( )  |                         |   |               | 14. ACCOUNTING AND APPROPRIATION DATA  |   |                                    |
| 15A. ITEM NO.  | 15B. SUPPLIES/ SERVICES |   | 15C. QUANTITY | 15D. UNIT  | 15E. UNIT PRICE                         | 15F. AMOUNT                        |
| <b>SEE SCHEDULE</b>  |                         |   |               |  |   |                                    |
| 15G. TOTAL AMOUNT OF CONTRACT  |                         |   |               |  |   |                                    |
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| CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE  |                         |   |               |  |   |                                    |
| 17 [ ] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) |                         |   |               | 18 [ ] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number   |   |                                    |
|  |                         |   |               | including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary. |   |                                    |
| 19A. NAME AND TITLE OF SIGNER (Type or print)<br>Dennis Hixley, Chair<br>Board of County Commissioners of El Paso County   |                         |   |               | 20A. NAME AND TITLE OF CONTRACTING OFFICER<br>JAMES K. WARRINGTON, GRANTS OFFICER<br>EXECUTIVE DIRECTOR, RDECOM ACQUISITION CENTER   |   |                                    |
| 19B. NAME OF CONTRACTOR  |                         | 19C. DATE SIGNED  |               | 20B. UNITED STATES OF AMERICA  |   | 20C. DATE SIGNED                   |
| BY    |                         | 3-7-07  |               | BY _____   |   | (Signature of Contracting Officer) |

Section B - Supplies or Services and Prices

COOPERATIVE AGREEMENT

Section B – Supplies or Services and Prices

COOPERATIVE AGREEMENT

BETWEEN

The Board of County Commissioners of El Paso County, Colorado

AND

U.S. Army Research Development and Environmental Command

ON BEHALF OF

U.S. Army Environmental Center

CONCERNING

**Army Compatible Use Buffers (ACUBs) Around the Fort Carson Military Installation**

Agreement No. W911SR-07-2-0003

Total Estimated Amount of the Agreement: \$84,500,000.00

Total Estimated Government Funding of the Agreement: \$16,900,000.00

Government Funds Obligated: \$2,425,922.00

Authority: 10 U.S.C. 2684a

CLIN 0001 is hereby established in the amount of \$470,763.00

Accounting and Appropriation Data:

217202000007223400131053230003230VENN00MIPR7DDAT480467V2026S1800123009VCSCC789000

ACRN AA;  
Amount \$470,763.00

CLIN 0002 is hereby established in the amount of \$1,955,159.00

Accounting and Appropriation Data:

97701001101722340004WH5600000323DA3G00MIPR7EDAT480757VT100S1800104000CWWCC789000

ACRN AB  
Amount \$1,955,159.00

This Agreement is entered into between the United States of America, hereinafter called the Government, represented by the U.S. Army Research Development and Engineering Command (RDECOM) and the Board of County Commissioners of El Paso County, hereinafter referred to as the Recipient, pursuant to and under U.S. Federal Law.

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## ARTICLE 1 – SCOPE OF THE AGREEMENT

### STATEMENT OF WORK FOR COOPERATIVE AGREEMENT

#### 1.0 Purpose

1.1 This Statement of Work (SOW”) is a part of and contains provisions for the implementation of a Cooperative Agreement (CA) entered into by the US Army Research and Development Command (RDECOM), on behalf of Fort Carson (Fort Carson), and El Paso County, Colorado, by and through the Board of County Commissioners of El Paso County, Colorado, a body corporate and politic and a political subdivision of the State of Colorado (“the County”). The CA is expressly authorized under Section 2811 of the National Defense Authorization Act for Fiscal 2003, codified in 10 U.S.C. 2684a, as amended by Section 2822 of the National Defense Authorization Act for Fiscal 2006, and is formally executed in accordance with the Department of Defense Grants and Agreement Regulations (DODGARS) by and through a warranted grants officer, the Principal Assistant Responsible for Contracting (PARC), at RDECOM. To the extent that any provision of this SOW materially conflicts with a substantive provision of the DODGARS, the provision of the DODGARS shall take precedence.

1.2 The Department of the Army and Fort Carson have established the Army Compatible Use Buffer (ACUB) Program with a goal of preventing encroachment, which is the interference with military missions by the development of private sector property surrounding military installations that has resulted in or will likely result in limitations on the installations’ military training and operations. These limitations may occur as a result of conflicts with incompatible adjacent land uses or as a result of environmental restrictions associated with the off-post degradation of natural resources. In implementing the ACUB, Fort Carson has sought to identify potential encroachment and to develop a variety of means to avoid or mitigate that encroachment. The CA is one of those means, providing for collaborative activity with the County to avoid encroachment with regard to Fort Carson.

1.3 The County recognizes that maintaining and enhancing the ability of Fort Carson to perform its assigned military missions, both now and in the future, is of great economic benefit to the County and its residents.

1.4 The County has the expertise and ability to negotiate, execute, and administer acquisitions of real property interests to effect the purposes of the CA.

#### 1.2. BACKGROUND

1.2.1 Fort Carson is experiencing severe encroachment that has the potential to conflict with military training activities, resulting from development in both Colorado Springs to the north, Pueblo to the south, and the unincorporated areas of El Paso County to the east and west. Development along the northeast and west boundaries is accelerating.

1.2.2 Fort Carson has training facilities, including the large impact area, the value of which may be impaired by continuation of this development.

1.2.3 Both the County and Fort Carson have determined that acquisition of real property interests in the areas adjacent to or near Fort Carson, along with deed restrictions preventing development, can provide a real benefit in slowing or eliminating the adverse effects to and limitations on the installation’s military training and operations. These actions will increase the flexibility and long-term sustainability of the military training mission at Fort Carson.

#### 1.3 OBJECTIVES

1.3.1 Reduce or eliminate the development or use of property adjacent to or near Fort Carson in the unincorporated areas of El Paso County, Colorado, that would be incompatible with the military mission of Fort Carson and result in limitations to military training and operations.

1.3.2 Enhance the sustainability of Fort Carson as a vital Department of Defense installation, to the benefit of the citizens and residents of El Paso County as well as to the United States in general.

#### 1.4 AUTHORITY

1.4.1 The parties enter into the CA under the authority of 10 U.S.C. 2684a and C.R.S. 29-1-203.

1.4.2 In accordance with the definitions and requirements of the DODGARs, a cooperative agreement, as opposed to a procurement contract or grant, is the appropriate instrument for the proposed action since the established purpose and objective is to provide assistance to the County to stimulate and support a public purpose, and the Army, through Fort Carson, intends to participate substantially in the effort. In particular, Fort Carson will remain instrumental in working with the County to structure the acquisition, protection and management of the various real property interests in a manner that will protect the Army's interest in sustained training at Army ranges on Fort Carson. A statement documenting the public purposes served by the project has been prepared and submitted to the Grants Officer.

1.4.3 The County is an eligible entity as defined by 10 USC 2684a , which includes political subdivisions of States.

#### 1.5 FUNDING

1.5.1 The CA is a cost-share agreement as required by 10 USC 2684a(d)(1)(B), which provides for the Army and an eligible entity to share the costs of acquiring interests in real property. The County's cost-share contribution is not prescribed, and may include contributions of services, funds, interests in real property, or any combination thereof. The Army is limited in its contributions towards acquisition costs to an amount equal to the fair market value of the real property interest that it could request in transfer in accordance with 10 USC 2684(d)(4).

1.5.1.1 Army: Expenditures by the Army under the CA will be subject to the availability of funds. No provision of the CA shall be interpreted to require the payment or obligation of funds by the Army in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341. If funds are available, the Army will pay for an agreed upon share of direct and indirect project costs as set forth in bi-lateral modifications to the CA after negotiation with the County.

1.5.1.2 The County: The County will pay for an agreed upon share of direct and indirect project costs as set forth in bi-lateral modifications to the CA after negotiation with the Government. The County may seek and obtain funds from other sources including State and non-Department of Defense Federal agencies and private sources. All funds and in-kind services obtained from other sources pursuant to the CA must be used to achieve project tasks set forth, and to pay for direct and indirect project costs listed, in paragraph 1.5.2.

#### 1.5.2 Direct and Indirect Project Costs Include:

1.5.2.1 Acquisition of identified parcels, either in fee simple or as a lesser interest such as a conservation easement. Acquisitions will be at or below fair market value as established by appraisal in compliance with general federal appraisal standards.

1.5.2.2 Closing costs, recordation costs, title transfer taxes, and other costs associated with transferring and recording deeds.

1.5.2.3 Pre-acquisition costs including but not limited to: landowner negotiations, travel, legal services related to acquisitions of real estate interests, appraisals, title investigations, mapping costs, due diligence, title review, environmental assessments, and any other inspections or searches deemed necessary by the County to accurately ascertain the value and condition of the realty or easement acquired.

1.5.2.4 The costs associated with future management of each specific parcel purchased or encumbered pursuant to the CA to the extent permitted by law.

1.5.3 Funds: Subject to the CA and to the terms and conditions of any specific funding agreements later entered into by RDECOM and the County and administered by RDECOM with the County, and including the DODGARS (the "Funding Agreements"), the Army may fund the acquisition component of the CA. However, the CA does not commit any signatory to obligate any level of funding, and all requirements under the CA remain subject to availability of funds. The Army may contribute funds towards acquisition of land or interests therein as funds become available. Such funds will be added through amendments to the CA. Likewise, the County, at its discretion, may contribute funding to further the purposes of the CA. Additional funding sources and partners may be developed to support implementation of the CA without amendment to the CA, including this SOW.

1.5.3.1 Subject to the CA and the terms and conditions of the Funding Agreements, the County may contribute transaction and facilitation costs to meet the purposes of the CA. Funds solicited and obtained by the County from a third party source(s), including other state or federal programs, may be attributed to the County as part of its cost-share under the CA.

1.5.3.2 The fair market value of any service provided by the County, including the services set forth in paragraph 1.5.4, shall be considered as part of the County's cost-share under the CA.

1.5.3.3 Should the County resell property purchased or encumbered, in whole or part, with funds provided by the Army under the CA, it shall dedicate the proceeds of such sale, in an amount equal to the funds so provided by the Army, to carry out other future purposes and tasks of the CA.

1.5.4 Subject to the CA and the terms and conditions of the Funding Agreements, the County will also contribute resources to the CA in the form of services necessary to accomplish the purposes and requirements set forth herein. Such services shall include, but are not limited to: (1) legal services related to encumbrances; and, (2) real estate activities.

1.5.5 Financial obligations of the County payable after the current fiscal year are contingent on appropriation and budgeting of funds for those obligations. Should the performance of the CA continue past the current fiscal year, the County shall notify Fort Carson in writing that sufficient funds are available for continuance of the County's performance under the CA into the new fiscal year.

1.5.6 Even if funds are unavailable, Fort Carson and the County will use available existing resources to commence work to achieve the objectives of the CA upon the date of execution of the CA.

1.5.7 Conditions:

1.5.7.1 Termination of the CA shall be in accordance with 32 CFR 32, and either party may terminate the CA upon ninety (90) days written notice to the other signatories to the CA. In the event of termination, all funds provided by the Army or the County and not expended or contractually obligated for projects under the CA shall be returned to the Army or the County, respectively.

1.5.7.2 The CA may be amended by the mutual consent of both parties. Amendments shall be executed in writing and be signed by each signatory to the CA.

PROJECT TASKS

The County shall:

- 1.1 Coordinate with Fort Carson to develop a prioritized list of parcels for the acquisition of fee title or long-term interests.
- 1.2 Contact landowners to identify willing owners.
- 1.3 Negotiate preliminary agreements for purchase and sale.

1.6.1.4 Proceed to finalize purchases and sales after coordinating and receiving notice to proceed from Fort Carson.

1.6.1.5 Take all necessary steps to close transactions, including obtaining appraisals, environmental site assessments to accepted standards, title review, etc.

1.6.1.6 Provide for recordation of deeds and payment of transfer taxes etc.

1.6.1.7 Hold title to real property interests acquired and provide for long-term administration of those interests. Fort Carson will not be directly responsible for the management of property or interest acquired under the CA.

1.6.1.8 Develop long-term land management plans and changes thereto as necessary over time, and submit such plans and changes thereto for approval by Fort Carson for each acquired parcel to ensure compliance with the provisions of the acquisition instruments.

1.6.1.9 Obtain approval in advance and in writing from Fort Carson if it wishes to transfer rights, responsibilities, and duties of the County under the CA to a State, a political subdivision of a State, or a 501(c)(3) nonprofit environmental organization. Such transfer may result in the use of interest in real estate acquired pursuant to the CA for a purpose authorized under 10 USC 2684a.

1.6.1.10 Observe the following priorities for acquisitions under the CA:

1.6.1.10.1 Large tracts of land are more desirable than small tracts.

1.6.1.10.2 Land adjacent to Fort Carson is more desirable than land not adjacent.

1.6.1.10.3 All parcels within the buffers outlined in Fort Carson's approved ACUB plan are appropriate for acquisition.

1.6.1.11 Involve all parties to the CA in development of all purchase agreements, deed provisions, or other land transfer documents and obtain such parties' concurrences before finalizing any transaction.

1.6.1.12 Comply with any and all applicable provisions of the CA with respect to any real property interests acquired by the County under its Subaward TNC-ELPASOCO 2060059033-009 ("the Subaward") with The Nature Conservancy (TNC), issued pursuant to Cooperative Agreement DAMD17-02-2-0075 between the US Army Medical Research Acquisition Authority (USAMRAA), on behalf of Fort Carson, and TNC, effective as of the date the Subaward is terminated.

1.6.2 Fort Carson shall:

1.6.2.1 Coordinate with the County to develop a prioritized list of parcels for the acquisition of fee title or long-term interests.

1.6.2.2 Provide for acceptance of contingent rights in deeds.

1.6.2.3 Review and approve purchase and sale agreements.

1.6.2.4 Review and approve due diligence documents and deeds of transfer.

1.6.2.5 Coordinate with the U.S. Army Environmental Center (USAEC) and RDECOM to reimburse the County for reasonable and allocable costs according to the terms of the CA and any amendment issued under it.

1.6.2.6 Upon request by the County and without relieving the County of its responsibilities under the CA and this SOW, provide advice and assistance regarding satisfaction of procedural requirements of the CA and this SOW.

1.6.1.4 Proceed to finalize purchases and sales after coordinating and receiving notice to proceed from Fort Carson.

1.6.1.5 Take all necessary steps to close transactions, including obtaining appraisals, environmental site assessments to accepted standards, title review, etc.

1.6.1.6 Provide for recordation of deeds and payment of transfer taxes etc.

1.6.1.7 Hold title to real property interests acquired and provide for long-term administration of those interests. Fort Carson will not be directly responsible for the management of property or interest acquired under the CA.

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*Should be  
009*

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1.6.2.5 Coordinate with the U.S. Army Environmental Center (USAEC) and RDECOM to reimburse the County for reasonable and allocable costs according to the terms of the CA and any amendment issued under it.

1.6.2.6 Upon request by the County and without relieving the County of its responsibilities under the CA and this SOW, provide advice and assistance regarding satisfaction of procedural requirements of the CA and this SOW.

## 1.7 ACCOUNTS, BILLING AND REPORTING

1.7.1 To execute an acquisition under the CA which is to be funded in whole or in part by the Army, the County shall submit a Standard Form (SF) 270 (Request for Advance or Reimbursement) to the Grants Officer. Submissions of such SF 270s shall be separate and independent from the requirement set forth in 1.8.1.

1.7.2 The disposition of all funds remaining unexpended at the completion of the term of the CA or upon termination of the CA shall be subject to the terms of the CA and any specific Funding Agreements.

## 1.8 DELIVERABLES

In the event funds are made available to the County under the terms of the CA, the County shall:

1.8.1 Provide reports annually as directed by the Grants Officer during a reporting period, providing information on how funds have been expended during the reporting period. These reports shall include information that the Grants Officer and Fort Carson need to properly promote and manage the CA. Such information should include a map with the parcels acquired or to be acquired under the CA and a table that lists: the acquisition name, nature of realty interest acquired, acreage, costs, source of funds, and a list of any agreements or management plans for the parcel.

1.8.2 Provide annual reports to Fort Carson detailing progress made towards project tasks required by the CA.

1.8.3 Provide Fort Carson copies of all final closing documents (e.g., deeds), reports and management plans pertaining to parcels acquired or encumbered pursuant to the CA. Appraisal or title documents prepared or adopted by the County may be accepted by Fort Carson as satisfying the applicable requirements of section 301 of the Uniform Relocation Assistance and Real Properties Acquisition Policies Act of 1970 (42 USC 4651) or section 3111 of title 40, if Fort Carson finds that the appraisal or title documents substantially comply with those requirements.

1.8.4 Upon expiration or termination of the CA pursuant to Article 10.0, provide to the Grants Officer and Fort Carson a final report summarizing the expenditures made to complete the projects pursued under the CA.

## 1.9 SPECIAL CONDITIONS

1.9.1 The County shall not enter non-federal real property where the acquisition of a property interest is being considered pursuant to the CA for the purpose of collecting information regarding the property unless the owner has:

1.9.1.1 consented in writing to the entry, and

1.9.1.2 been provided notice of the entry.

1.9.2 The County may not acquire any property or interest in property pursuant to the CA unless the owner of the property or interest in property consents to the acquisition.

1.9.3 In accordance with, and subject to the limitations in, 10 U.S.C. 2684a(d)(4), upon request of the Secretary of the Army or his or her properly appointed designee, the County shall transfer to the United States all or a portion of any property or interest in property acquired pursuant to the CA.

1.9.4 All property or interest in property acquired pursuant to the CA shall be maintained by the County for the purposes of the CA and shall not be transferred for or otherwise committed to an incompatible use. If, at any time, the County decides to transfer property or interest in property acquired pursuant to the CA, the County shall transfer such property or interest in property only to the Army or another eligible entity under 10 USC 2684a designated by Fort Carson.

1.9.5 All deeds of transfer shall provide a contingent right of access for Fort Carson to enter onto the property, with prior notice to the County for property held by the County, to monitor the use of the property for consistency with the CA and the recorded deed of transfer, including any easement for conservation or limited development. All such deeds shall include language sufficient to protect the rights of the Secretary of the Army under 10 USC 2684a(d)(4).

1.10 PARTIES/NOTICES

1.10.1 El Paso County

Lori Seago  
Assistant County Attorney  
El Paso County Attorney's Office  
27 E. Vermijo Ave., 3<sup>rd</sup> Floor  
Colorado Springs, CO 80903  
(719) 520-6485  
loriseago@elpasoco.com

1.10.2 Fort Carson

Headquarters, Fort Carson  
Directorate of Environmental Compliance and Management  
1638 Elwell Street  
Fort Carson, CO 80913-4356

Current Project Officer: Mr. Thomas L. Warren

1.10.3 All notices required pursuant to the CA shall be sent to the names and addresses designated in paragraphs 1.10 and 11.1 Those names and addresses may be changed by written notification to the other party and administrative amendment to the CA.

1.10.4 Each party shall appoint a Project Officer who will be responsible for overseeing work under the CA.

**ARTICLE 2 – GENERAL DEFINITIONS**

2.1 Recipient – A Recipient is an organization or other entity receiving assistance by grant or CA from a DoD Component. For purposes of this Agreement, the Recipient is the Board of Commissioners of El Paso County (EPC).

2.2 Parties – For purposes of this Agreement, the parties are PARC for RDECOM and the Recipient.

2.3 Cooperative Agreement Manager (CAM) – The CAM is the Government's technical representative from USAEC charged with the overall responsibility of management and guidance of the CA (Listed in Article 3.1).

2.4 Associate Cooperative Agreement Manager (ACAM) – The ACAM is the Government's technical representatives from US Garrison – Fort Carson and USAEC charged with advising and updating the CAM on the Army Compatible Use Buffer (ACUB) project at Fort Carson (Listed in Article 3.2).

2.5 Grants Officer – The Grants Officer is the Government's principal point of contact for all administrative, financial or other non-technical issues arising under the Agreement (Listed in Article 11.1).

2.6 Agreement Administrator – The Agreement Administrator has authority to administer CA's and, in coordination with the Grants Officer, make determination and findings related to delegated administrative functions (Listed in 11.1).

2.7 Recipient Program Manager (RPM) – The RPM is the Recipient’s official charged with the overall responsibility of management and guidance of the CA (Listed in Article 3.3).

2.8 Annual Report – The document which summarizes project progress, to include lessons learned and possible follow-on work, and provides an accounting of funding and disbursements under the CA for each fiscal year.

**ARTICLE 3 – PROGRAM MANAGEMENT**

3.1 The Cooperative Agreement Manager (CAM) is:

(b) (6)  
U.S. Army Environmental Center  
ATTN: SFIM-AEC-TSR  
5179 Hoadley Road  
Building E4430  
Aberdeen Proving Ground, MD 21010-5401

(b) (6)

3.2 The Associate Cooperative Agreement Manager (ACAM) is:

Mr. Thomas L. Warren  
Headquarters, Fort Carson  
Directorate of Environmental Compliance and Management  
1638 Elwell Street  
Fort Carson, Co 80913-4356  
Phone: (719) 526-1706

3.3 Recipient Program Manager (RPM) IS:

Ms Lori Seago  
Assistant County Attorney  
El Paso County Attorney’s Office  
27 E. Vermijo Ave., 3<sup>rd</sup> Floor  
Colorado Springs, CO 80903  
Phone: (719) 520-6485

3.4 Cooperative Agreement Management Committee (CAMC) – The CAMC is responsible for the overall management and guidance of the CA. The CAM, ACAM, and the RPM will form the Cooperative Agreement Management Committee (CAMC). Other advisory members may be added by the CAM, ACAM, or the RPM, by mutual agreement, when their presence will prove beneficial to the program.

**ARTICLE 4 – COSTS**

4.1 General

4.1.1 AEC shall make available Fiscal Year 2007 (FY07) funds in the amount of \$2,425,922.00 toward the cost of acquiring real estate interests in land parcels identified in Paragraphs 1.6.1 and 1.6.2 of this CA.

4.1.2 Future funding will depend upon availability of Federal funds, and will be accomplished through individual amendments to this CA.

4.2 Cost Sharing - This CA is a cost-share agreement and has no matching requirement. There is no precise cost-share ration required by this agreement or statute. The Army’s contribution to land acquisition is limited in

accordance with Federal law. This is a best efforts agreement wherein EPC shall leverage Army funds with all available sources of funding to accomplish the purposes of the Cooperative Agreement.

4.3 Cost Reporting – See Article 1, Paragraph 1.8 and its subparagraphs for financial reporting requirements.

#### **ARTICLE 5 - SERVICES**

In the absence of funding, each party, to the extent possible, will commence work towards accomplishment of project tasks using available resources upon the date of execution of this agreement and continue to do so for the duration of the period of performance. If a party to this agreement is unable to provide such services in the absence of funding it shall notify the other party to determine whether there is a need to modify or amend this agreement.

#### **ARTICLE 6 – FUNDING**

##### **6.1 Funding Limitation**

6.1.1 The maximum funding limitation for the Army for FY07 funds obligated to date is an amount not to exceed \$2,425,922.00

6.1.2 Additional funding for FY07 and subsequent fiscal years will be accomplished through individual amendments to this CA.

6.1.3 Future federal funding is dependent upon the lawful appropriation, availability, and obligation of funds via individual amendments to this CA.

6.2 Funding Allocation – Funding allocations to EPC will be made by amendment to this CA, which amendment shall allocate Army funding to EPC, as appropriate. Each amendment shall be signed by the authorized representative of each of the parties to this agreement.

##### **6.3 Receipt of Funds Methods:**

6.3.1 Advance Funds – EPC must request advance funds at least 60 days prior to the date needed for closing on real property interests under this CA. The request for funds will include documentation supporting the request to include: closing date, acreage, location, appraised value of parcel or easement, amount of Army funding requested, and nature or interest being acquired. EPC acknowledges that respecting the property interests subject to the CA, if successfully negotiated for acquisition by EPC, they can make no binding commitment dependent on Army funds until funds are obligated against the CA and the Army has authorized expenditure of such funds for the specific property interests to be acquired.

6.3.2 Reimbursement of Expenditures – The Army will reimburse the recipient for expenses incurred within 60 days of invoice receipt for approved project costs.

6.3.3 All Army funds to be contributed through this CA shall be considered obligated upon signature of the Grants Officer.

6.4 The Statement of Work (SOW) in Article 1 defines the needs of this CA and constitutes initiation of action on all parcels identified therein as desirable for acquisition of interests under the ACUB program.

#### **ARTICLE 7 - PAYMENT**

##### **7.1 Payment in Advance:**

7.1.1 The recipient may receive advance payments under this CA. The advance payment shall be made according to procedure established by the Defense Finance and Accounting Service subsequent to a request in accordance with paragraph 6.3 above. To execute an acquisition under this agreement, which is to be funded in

whole or in part by the Army, the recipient shall submit an original and two (2) copies of a Standard Form 270 (SF 270) "Request for Advance or Reimbursement" invoice to the Cooperative Agreement Manager. The recipient must request advance funds at least 60 days prior to the date needed for closing on parcels. The request for funds will include documentation supporting the request to include: estimated closing date, acreage, location, appraised value of parcel or easement, amount of Army funding requested, and nature of interest being acquired.

7.1.2 All advance payments shall be deposited in interest bearing accounts and interest earned over \$250.00 shall be remitted annually to the Department of Health and Human Services, Division of Payment Management, P.O. Box 6021, Rockville, MD 20852. A copy of the transmittal letter stating the amount of interest remitted shall be sent to U.S. Army RDECOM Acquisition Center, Edgewood Contracting Division, Edgewood Division, ATTN: AMSRD-ACC-E (Carol Edmead), E4455, Aberdeen Proving Ground, MD 21010.

7.1.3 The funds provided to recipients by advance are to be used solely for the items of allowable acquisition costs incurred in the performance of this CA as set forth in the SOW.

7.1.4 The recipient agrees to minimize, to the extent possible, the time elapsing between the transfer of funds from the U.S. Treasury and the use of those funds by the recipient for approved purposes under this CA.

7.1.5 The recipient shall make records and accounts pertaining to this CA available for inspection by auditors and other authorized Federal Government officials as required.

## 7.2 Reimbursable Payments:

7.2.1 The recipient may receive payments via reimbursement under this CA. To receive reimbursement under this agreement for expenses to be funded in whole or part by the Army, the recipient shall submit an original and two (2) copies of a SF 270 "Request for Advance or Reimbursement" invoice to the CAM. After verification of progress by the CAM, the SF 270 vouchers will be forwarded to the Agreement Administrator listed in 11.1. The AA will ensure the SF 270 is complete and all accounting and appropriation data is included, and prepare the cover sheet for Grants Officer approval of the payment. He/she will then forward the relevant data to DFAS for payment within ten (10) calendar days of receipt of the voucher. Payments will be made via EFT by the Payment Office listed in Article 11, Paragraph 11.3 within 30 calendar days of receipt of transmittal.

7.2.2 The Recipient shall not voucher for reimbursable payments until the Grants Officer has designated which accounting classification will be designated on the voucher. This procedure does not apply to advance payments.

7.2.3 Supporting documentation, including vouchers, deed documents or closing statements, for actual expenditures shall be submitted to the Program Management Office for all reimbursable expenses, including those originally made as advance payments.

## 7.3 Financial Status Reports

7.3.1 The Recipient(s) shall submit a Standard Form 425, Federal Financial Report, to the Agreements Office on an annual basis, within 30 days of the end of the fiscal year.

7.4 Audit Procedures. The Recipient shall ensure that an audit of all activities under this Agreement shall be conducted annually in accordance with the following subparagraphs and 32 CFR 32.26. Copies of all audit reports shall be provided to the Agreements Administrator listed in 11.1.

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whole or in part by the Army, the recipient shall submit an original and two (2) copies of a Standard Form 270 (SF 270) "Request for Advance or Reimbursement" invoice to the Cooperative Agreement Manager. The recipient must request advance funds at least 60 days prior to the date needed for closing on parcels. The request for funds will include documentation supporting the request to include: estimated closing date, acreage, location, appraised value of parcel or easement, amount of Army funding requested, and nature of interest being acquired.

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7.2.3 Supporting documentation, including vouchers, deed documents or closing statements, for actual expenditures shall be submitted to the Program Management Office for all reimbursable expenses, including those originally made as advance payments.

## 7.3 Financial Status Reports

7.3.1 The Recipient(s) shall submit a Standard Form 269, Financial Status Report, to the Agreements Office on an annual basis, within 30 days of the anniversary of this CA.

7.3.2 If applicable, the Recipient(s) shall submit a Standard Form 272, Report of Federal Cash Transactions, to the Agreements Office on an annual basis, within 30 days of the anniversary of this CA.

7.4 Audit Procedures. The Recipient shall ensure that an audit of all activities under this Agreement shall be conducted annually in accordance with the following subparagraphs and 32 CFR 32.26. Copies of all audit reports shall be provided to the Agreements Administrator listed in 11.1.

7.4 Selection of Auditors, Scope of Audit, and Audit Objectives. An independent auditor, herein defined as a public accountant or government auditor who meets the standards specified in the Government Auditing Standards issued by the U.S. Comptroller General, shall review and report Recipient expenditures of federal funds. The auditor shall determine whether: (1) The financial statements of the Recipient present fairly its financial position and the results of its operations in accordance with generally accepted accounting principles; (2) The Recipient has an internal control structure to provide reasonable assurance that it is managing Federal awards in compliance with applicable laws and regulations, and has in place adequate controls to ensure compliance with the laws and regulations that could have a material impact on the financial statements; (3) The Recipient has complied with laws and regulations that may have a direct and material effect on its financial statements on each major Federal program; (4) The Recipient is operating in compliance with its established policies and procedures; and (5) The Recipient has complied with all requirements of this Agreement.

7.4.2 Records. The Recipient shall maintain adequate records to account for Federal funds received, as well as cost share elements, under this Agreement. Upon completion or termination, whichever occurs earlier, the Recipient shall furnish to the Agreement Administrator a copy of the final financial report. The Recipient's relevant financial records are subject to examination or audit by the Government for a period not to exceed three (3) years after expiration of the term of this Agreement. The Agreement Administrator or designee shall have direct access to sufficient records and information of the Recipient, to ensure full accountability for all funding under this Agreement. Upon prior written notice such audit, examination, or access shall be performed during business hours on business days and shall be subject to the security requirements of the audited party.

#### ARTICLE 8 - GENERAL PROVISIONS

8.1 Successors and Assigns – This CA may not be assigned by a party without the express written consent of the other Parties. All covenants made under this CA shall bind and inure to the benefit of any successors and assigns of the Parties whether or not expressly assumed or acknowledged by such successors or assigns.

8.2 Execution – This CA can be executed upon a duly authorized representative of all the Parties signing the CA. This CA may be executed in several counterparts, each of which shall be deemed an original.

#### 8.3 Administration and Cost Principles

8.3.1 The following Administrative and Cost Principles, as applicable, effective the earlier of a) the start date of this cooperative agreement, or b) the date on which the recipient incurs costs to be assessed by the CA, are incorporated as part of this CA by reference:

8.3.1.2 OMB Circular A-102, "Uniform Administrative Requirements for Grant and Agreements with State, Local and Indian Tribal Governments".

8.3.1.3 2 C.F.R. Part 225 (Formerly OMB Circular A-87), "Cost Principles for State, Local and Indian Tribal Governments".

8.3.1.4 OMB Circular A-133, "Audits of States, Local Governments, and Nonprofit Organizations."

8.3.1.5 DoD Grant and Agreement Regulations (DoD 3210. 6-R): Applicable to this Agreement, and incorporated herein by reference, are the Uniform Policies and Procedures for all Grants and CA's awarded by DoD components.

8.3.2 Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended by the Surface Transportation and Uniform Relocation Act of 1987: Applicable to this agreement, and incorporated herein by reference.

8.3.3 Retention and Examination of Records: Financial records, supporting documents, statistical records and all other records or microfilm copies pertinent to this Agreement shall be retained for a period of three (3) years.

8.3.4 Sub-awards, Contracts and Sub-contracts: The applicable federal cost principles and requirements for sub-awards, contracts and subcontracts under this Agreement shall be those otherwise applicable to the type of organization receiving the sub-award, contract or sub-contract.

8.4 National Policy Requirements – By signing this CA, the Recipients assure that they will comply with applicable provisions of the following national policy requirements:

8.4.1 Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d, et seq.), as implemented by DoD regulations at 32 CFR part 195.

8.4.2 Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90.

8.4.3 Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR part 56.

8.4.4 Clean Air Act (42 U.S.C. § 7401, et. Seq.) and Clean Water Act (33 U.S.C. § 1251, et. seq.), as implemented by Executive Order 11783 [3 CFR, 1971-1075 Comp., p. 799] and Environmental Protection Agency rules at 40 CFR part 15.

8.4.5 National Environmental Policy Act (NEPA, at 42 U.S.C. § 4231, et. seq.). In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.

8.4.6 National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et. seq.).

8.4.7 Officials Not To Benefit – No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit arising from it, in accordance with 41 U.S.C. § 22.

8.5 Certifications: By signing this Agreement, Recipients will provide the following certifications: Appendix A to 32 CFR Part 25 regarding debarment, suspension and other responsibility matters; Appendix C to 32 CFR Part 25 regarding drug free workplace requirements; Appendix A to 32 CFR Part 28 regarding lobbying. The above Certifications do not apply to transactions in real property interests. They apply only to any other contracts written as a result of this agreement, which are funded with federal funds obligated under this agreement.

8.6 Change of Circumstances – Each party shall promptly notify the other party of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect the party's ability to carry out any of its obligations under this CA.

## ARTICLE 9 – AGREEMENT ADMINISTRATION

Amendments to this Agreement – Any Party who wishes to amend this Agreement shall, upon reasonable notice of the proposed amendment to the other Parties, confer in good faith with the other Parties to determine the desirability of the proposed amendment. Amendments shall not be effective until a written amendment is signed by the Agreement signatories, or their successors. Administrative amendments may be unilaterally executed by the Grants Officer or by the Agreements Administrator.

## ARTICLE 10 – TERM OF THE AGREEMENT, SUSPENSION, & TERMINATION

10.1 Term of the Agreement – The term of this Agreement shall commence upon the effective date of this agreement and continue one hundred and twenty (120) months, subject to the availability of funds. 32 CFR 32.61 and 32.62 address the suspension and termination of this agreement.

10.2 Disputes – Disagreements regarding issues concerning assistance awards between the Recipients and the Grants Officer shall, to the maximum extent possible, be resolved by negotiation and mutual agreement at the Grants Officer level. If agreement cannot be reached, it is our policy to use alternative dispute resolution (ADR) procedures that may either be agreed upon by the Government and the Recipients in advance of the award or may be agreed upon at the time the parties determine to use ADR procedures. If the parties cannot agree on the use of ADR procedures, the Recipients can submit, in writing, a disputed claim or issue to the Grants Officer. The Grants Officer will consider the claim or disputed issue and prepare a written decision within 60 days of receipt. The Grants Officer's decision will be final. The Recipients may appeal the decision within 90 days after receipt of such notification. Appeals will be resolved by the Head of the Contracting Activity. The decision by the Head of the Contracting Activity will be final and not subject to further administrative appeal. However, the Recipients do not waive any legal remedy, such as formal claims, under Title 28 United States Code 1492, by agreeing to this.

#### ARTICLE 11 - ADMINISTRATIVE RESPONSIBILITY

##### 11.1 The Agreements Office:

U.S. Army Research Development Engineering Command  
Edgewood Contracting Division  
ATTN: AMSRD-ACC-E, Carol Edmead  
E4455  
Aberdeen Proving Ground, MD 21010

Grants Officer: James K. Warrington  
Phone: (410) 278-0841  
Fax: (410) 306-3760  
Email: [james.warrington@us.army.mil](mailto:james.warrington@us.army.mil)

Agreement Administrator Carol Edmead  
Phone: (410) 436-4388  
Fax: (410) 306- 3882  
Email: [carol.edmead@us.army.mil](mailto:carol.edmead@us.army.mil)

##### 11.2 The Recipient's Addresses and Points of Contact – Listed under Article 3, Paragraph 3.3.

##### 11.3 The Payment Office

Defense Finance Accounting Service  
DFAS-RI  
Rock Island Operating Location  
Building 68  
ATTN: DFAS-RI-AOV  
Rock Island, IL 61299-8401

##### 11.4 Addresses of Payees –

County of El Paso  
27 E. Vermijo Ave  
Colorado Springs, CO 80903-2208

#### ARTICLE 12 – ENTIRE AGREEMENT

This Agreement along with all Attachments constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any prior understandings or written or oral agreement relative to said matter.

In the event of a conflict between the terms of the Agreement and its attachments, the terms of the Agreement shall govern.

#### **ARTICLE 13 – GOVERNING LAW/ORDER OF PRECEDENCE**

The Agreement shall be enforced in accordance with applicable federal law and regulations, directives, circulars or other guidance as specified in this Agreement. When signed, this Agreement shall become binding on the Recipient and the Government to be administered in accordance with the DoD Grant and Agreement Regulations as they apply to the particular recipient or sub-recipient concerned. In the event a conflict exists between the provisions of this Agreement and the applicable law or mandatory provisions of applicable regulations, directives, circulars or other guidance, the Agreement provisions are subordinate.

#### **ARTICLE 14 – WAIVER OF RIGHTS**

Any waiver of any requirement contained in this Agreement shall be by mutual agreement of the parties hereto. Any waiver shall be reduced to writing and a copy of the waiver shall be provided to each Party. Failure to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights provided herein or by law, shall not be deemed a waiver of any rights of any Party hereto.

#### **ARTICLE 15 - LIABILITY**

No Party to this Agreement shall be liable to any other Party for any property of that other Party consumed, damaged, or destroyed in the performance of this Agreement, unless it is due to the negligence or misconduct of the Party or an employee or agent of the Party.

#### **ARTICLE 16 – NON-ASSIGNMENT**

This Agreement may not be assigned by any Party except by operation of law resulting from the merger of a party into or with another corporate entity.

#### **ARTICLE 17 - SEVERABILITY**

If any clause, provision or section of this Agreement shall be held illegal or invalid by any court, the invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections herein and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein.

#### **ARTICLE 18- FORCE MAJEURE**

Neither Party shall be in breach of this Agreement for any failure of performance caused by any event beyond its reasonable control and not caused by the fault or negligence of that Party. In the event such a force majeure event occurs, the Party unable to perform shall promptly notify the other Party and shall in good faith maintain such partial performance as is reasonably possible and shall resume full performance as soon as is reasonably possible.

#### **ARTICLE 19 - NOTICES**

All notices and prior approvals required hereunder shall be in writing and shall be addressed to the parties identified in Articles 3 and 11.

RECIPIENT

BOARD OF COUNTY COMMISSIONERS OF  
EL PASO COUNTY

By *Dennis Hisey*  
Dennis Hisey, Chair

Date 3/5/07

ATTEST:

By *Eileen Wheeler*  
Eileen Wheeler  
Deputy Clerk to the Board

APPROVED AS TO FORM:

*Lori L. Seago, Asst Co. Atty*  
Office of the County Attorney

GRANTS OFFICER

JAMES K. WARRINGTON <sup>RESPONSIBLE</sup>  
PRINCIPAL ASSISTANT FOR CONTRACTING  
RDECOM ACQUISITION CENTER

By *James K. Warrington*

Date 8 March 2007

**ATTACHMENT 1**

**Terms and Conditions**

32 CFR 32.1 (d) Subawards

The Recipient shall comply with the provisions of this part.

32 CFR 32.21 Standards for Financial Management

The Recipient shall comply with reporting requirements set forth in 32.52.

32 CFR 32.27 and 32.28 Allowable Costs

The Recipient shall comply with the cost principles contained in the OMB Circular A-122.

32 CFR 32.26 Audit

Non-Profit entities shall submit a copy of the OMB Circular A-133 audit reports to the DoD Inspector General and to the Grants Officer.

32 CFR 32.40 Purpose of Procurement Standards

The Recipient shall comply with the procurement standards set forth in sections 32.41 through 32.48.

**ATTACHMENT 2**

**Other Certifications**

The following Certifications, which have been executed by the Recipient prior to award of this Agreement are on file with the issuing office, and are hereby incorporated herein by reference:

- a. Certification at Appendix A to 32 CFR Part 28 Regarding Lobbying
- b. Certification at Appendix A to 32 CFR Part 25 Regarding Debarment, Suspension, and Other Responsibility Matters
- c. Certification at Appendix C to 32 CFR Part 25 Regarding Drug-Free Workplace Requirements

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

|   |        |   |                                  |                                |
|---|--------|---|----------------------------------|--------------------------------|
| 2. AMENDMENT/MODIFICATION NO.<br>P00001 |        | 3. EFFECTIVE DATE<br>25 Sept 2007                 | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY<br>CODE                    | W911SR | 7. ADMINISTERED BY (If other than Item 6)<br>CODE |                                  |                                |

US ARMY RDECOM ACQUISITION CENTER  
ATT: AMSRD-ACC-E  
E4455 LEITZAN ROAD  
ABERDEEN PROVING GROUND, MD 21010

SEE ITEM 5

|   |   |
|---|---|
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) | (X) 9A. AMENDMENT OF SOLICITATION NO.                       |
| EL PASO COUNTY  |   |
| 27 E VERMIJO AVENUE   | 9B. DATED (SEE ITEM 11)                                     |
| COLORADO SPRINGS, CO 80903  |   |
| CODE 1LBQ4  | 10A. MODIFICATION OF CONTRACT/ORDER NO.<br>W911SR-07-2-0003 |
| FACILITY CODE   | 10B. DATED (SEE ITEM 13)<br>8 MARCH 2007                    |

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
(a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
217202000000B5B5AB13105323X6425402WAQA3MIPR7MDATFC167012168AQA32W ACRN: AC

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

|                                     |   |
|-------------------------------------|---|
| CHECK ONE                           | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  |
| <input type="checkbox"/>            |   |
| <input type="checkbox"/>            | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| <input type="checkbox"/>            | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  |
| <input checked="" type="checkbox"/> | D. OTHER (Specify type of modification and authority)<br>10 USC 2684a   |

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

1) The purpose of this amendment is to provide funds in the amount of \$325,000 for CLIN 0001-01 to be utilized as described in the Fort Carson Army Compatible Use Buffer (ACUB) proposal, and Article I, Statement of Work of this Cooperative Agreement. (Sub CLIN 01)

2) As a result of this amendment, the amount of Government funds obligated in FY 07 are increased by \$325,000.00, from \$2,425,922.00 to \$2,750,922.00.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

|   |  |                  |  |                               |                                  |
|---|--|------------------|--|-------------------------------|----------------------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print) | 15B. CONTRACTOR/OFFEROR                  | 15C. DATE SIGNED | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br>JAMES K. WARRINGTON, GRANTS OFFICER<br>EXECUTIVE DIRECTOR, RDECOM ACQUISITION CENTER | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED<br>Sep 25, 2007 |
|   | (Signature of person authorized to sign) |                  | (Signature of Contracting Officer)   |                               |                                  |

| MILITARY INTERDEPARTMENTAL PURCHASE REQUEST   |   |                       |   |  |      | 1. PAGE 1 OF 1 PAGES             |                            |                     |  |
|---|---|-----------------------|---|--|------|----------------------------------|----------------------------|---------------------|--|
| 2. FSC  |   | 3. CONTROL SYMBOL NO. |   | 4. DATE PREPARED<br>24 SEPTEMBER 2007  |      | 5. MIPR NUMBER<br>MIPR7MDATFC167 |                            | 8. AMEND NO.<br>BAS |  |
| 7. TO:<br>RDECOM, ACQUISITION CENTER<br>ATTN: AMSRD-ACC-E (b) (6)<br>E5179 HOADLEY ROAD<br>APG, MD 21010-5401<br>TEL (b) (6) FAX 410-306-3797   |   |                       |   | 8. FROM: (Agency name, telephone number of originator)<br>DA, GARRISON RESOURCE MANAGEMENT<br>ATTN: GARRISON TEAM A (b) (6)<br>1676 EVANS STREET, BLDG. 1220, 2ND FLOOR<br>FORT CARSON, CO 80913-5198<br>TEL 719-526-1850 FAX 719-526-1838 |      |                                  |                            |                     |  |
| 9. ITEMS <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT INCLUDED IN THE INTERSERVICE SUPPLY SUPPORT PROGRAM AND REQUIRED INTERSERVICE SCREENING <input type="checkbox"/> HAS <input type="checkbox"/> HAS NOT BEEN ACCOMPLISHED. |   |                       |   |  |      |                                  |                            |                     |  |
| ITEM NO.  | DESCRIPTION<br>(Federal stock number, nomenclature, specification and/or drawing No., etc.)   |                       |   | QTY  | UNIT | ESTIMATED PRICE                  | ESTIMATED TOTAL PRICE      |                     |  |
| a   | b   |                       |   | c  | d    | e                                | f                          |                     |  |
| 1.  | Funds in the amount of \$325,000.00 are provided in support of Cooperative Agreement (CA Number: W911SR-07-2-0003) with El Paso County to facilitate continuation of ACUB related efforts specified within referenced CA. |                       |   |  |      |                                  | \$325,000.00               |                     |  |
| 2.  | Project Number and Title: ACUB<br><br>Technical POC: Thomas L. Warren 719-526-2022<br>Financial POC: (b) (6) (b) (6)  |                       |   |  |      |                                  |                            |                     |  |
| 3.  | Mail or fax two signed acceptance copies of MIPR to address or phone # in block #8.   |                       |   |  |      |                                  |                            |                     |  |
| 4.  | Billings against this order will cite the entire accounting classification in block #14 and will not exceed funding amounts provided.   |                       |   |  |      |                                  |                            |                     |  |
| 5.  | Expiration date for issuing activity obligation of this order is 30 September 2007.   |                       |   |  |      |                                  |                            |                     |  |
| 10. SEE ATTACHED PAGES FOR DELIVERY SCHEDULES, PRESERVATION AND PACKAGING INSTRUCTIONS, SHIPPING INSTRUCTIONS AND INSTRUCTIONS FOR DISTRIBUTION OF CONTRACTS AND RELATED DOCUMENTS.   |   |                       |   |  |      |                                  | 11. GRAND TOTAL<br>325,000 |                     |  |
| 12. TRANSPORTATION ALLOTMENT (Used if FOB Contractor's plant)   |   |                       |   | 13. MAIL INVOICES TO (Payment will be made by)<br>DA, Directorate of Environmental Compliance and Mgmt.<br>Attn: Thomas L. Warren 1638 Elwell St.<br>Ft. Carson, CO 80913-4313 (b) (6)   |      |                                  |                            |                     |  |
|   |   |                       |   | PAY OFFICE DODAAD  |      |                                  |                            |                     |  |
| 14. FUNDS FOR PROCUREMENT ARE PROPERLY CHARGEABLE TO THE ALLOTMENTS SET FORTH BELOW, THE AVAILABLE BALANCES OF WHICH ARE SUFFICIENT TO COVER THE ESTIMATED TOTAL PRICE.   |   |                       |   |  |      |                                  |                            |                     |  |
| ACRN  | APPROPRIATION   | LIMIT/SUBHEAD         | SUPPLEMENTAL ACCOUNTING CLASSIFICATION                    |  |      | ACCTG STA DODAAD                 | AMOUNT                     |                     |  |
|   | 21 7 2020   | 0000                  | 0B5 B5AB 13105323X64 2540 2WAQA3 MIPR7MDATFC167<br>AQA32W |  |      | 012168                           | \$325,000.00               |                     |  |
| 15. AUTHORIZING OFFICER (Type name and title)   |   |                       |   | 16. SIGNATURE  |      |                                  | 17. DATE                   |                     |  |
| (b) (6)   |   |                       |   | [Signature]  |      |                                  | 24 SEPTEMBER 2007          |                     |  |

MEMO THROUGH DOC

Date: 22 Sep 07

FOR GRM, Budget ATTN: (b) (6)

Subject: Request for DD Form 448, Military Interdepartmental Purchase Request (MIPR)

- 1. Date DD 448 is needed: NLT 28 Sep 07
- 2. Previous Fort Carson MIPR No. (if this is an amendment):
- 3. Coordination information:

a. Date: 21 Sep 07

b. DECAM POC and phone no: Thomas Warren/526-2022

c. Other station POC and phone no. /Fax:

(b) (6)

FAX: 410-306-3797 or DSN 458-3797

4. EPR/Project Number and Title: ACUB

AQA3

5. APC code:???? Project dollars: \$325,000

6. What are funds for: Funds are provided in support of Cooperative Agreement (CA Number: W911SR-07-2-0003) with El Paso County to facilitate continuation of ACUB related efforts specified within referenced CA.

7. Send funds to:

RDECOM Acq Ctr - Edgewood Division

ATTN: AMSRD-ACC-E/Bldg E4455 (b) (6)

E5179 Hoadley Road

Aberdeen Proving Ground, MD 21010-5401

8. Approved Thomas L. Warren  
THOMAS L. WARREN  
Director, Environmental  
Compliance and Management

Date: 24 Sep 07

OPTIONAL FORM 99 (7-00)

FAX TRANSMITTAL

# of pages 2

(b) (6)

From: GRM, FT. CARSON

To: RDECOM-MID

Phone: (b) (6)

Fax #: 410-306-3797

Fax #: 526-2022

NSN 7540-01-09/24/2007

10:05AM

|  |   |                                  |  |                        |
|--|---|----------------------------------|--|------------------------|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>  |   |                                  | 1. CONTRACT ID CODE  | PAGE OF PAGES<br>1   1 |
| 2. AMENDMENT/MODIFICATION NO.<br>P00002  | 3. EFFECTIVE DATE<br>Sep 28, 2007                               | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (if applicable)   |                        |
| 6. ISSUED BY<br>CODE<br>W911SR   | 7. ADMINISTERED BY (if other than Item 6)<br>CODE<br>SEE ITEM 6 |                                  |  |                        |
| US ARMY RDECOM ACQUISITION CENTER<br>ATTN: AMSRD-ACC-E<br>E4455 LEITZAN ROAD<br>ABERDEEN PROVING GROUND, MD 21010                                  |   |                                  |  |                        |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)<br>EL PASO COUNTY<br>27 E VERMIJO AVENUE<br>COLORADO SPRINGS, CO 80903 |   |                                  | 9A. AMENDMENT OF SOLICITATION NO.<br><input checked="" type="checkbox"/> 9B. DATED (SEE ITEM 11)<br>10A. MODIFICATION OF CONTRACT/ORDER NO.<br><input checked="" type="checkbox"/> W911SR-07-2-0003<br>10B. DATED (SEE ITEM 13)<br>MARCH 8, 2007 |                        |
| CODE 1LBQ4   | FACILITY CODE   |                                  |  |                        |

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
 (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;  
 or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
 217202000007223400131053230003230VENN00MI PR7MDAT480547V2064S1800123003VCSCC789000 ACRN: AD

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

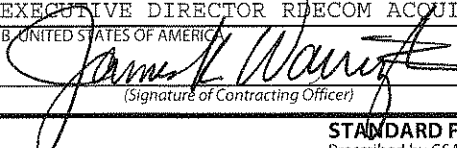
|                                     |   |   |
|-------------------------------------|---|---|
| CHECK ONE                           | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) NO. IN ITEM 10A.  | THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER |
| <input type="checkbox"/>            | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |   |
| <input type="checkbox"/>            | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  |   |
| <input checked="" type="checkbox"/> | D. OTHER (Specify type of modification and authority)<br>10 U.S.C. 2684 (a)   |   |

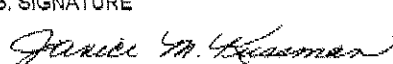
**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

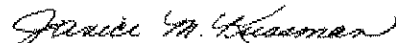
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

- The purpose of this Amendment is to provide additional funding in the amount of \$1,500,000.00 for CLIN 0001-02 to be utilized as described in the Fort Carson Army Compatible Use Buffer (ACUB) proposal and Article I, Statement of Work, of the Cooperative Agreement.
- The addition of these funds will obligate the amount of Government funds from \$2,750,922.00 to \$4,250,922.00

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

|   |   |
|---|---|
| 15A. NAME AND TITLE OF SIGNER (Type or print) | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br>JAMES K. WARRINGTON, GRANTS OFFICER<br>EXECUTIVE DIRECTOR RDECOM ACQUISITION CENTER           |
| 15B. CONTRACTOR/OFFEROR                       | 15C. DATE SIGNED  |
| (Signature of person authorized to sign)      | 16B. UNITED STATES OF AMERICA<br><br>(Signature of Contracting Officer) |
|   | 16C. DATE SIGNED<br>Sep 28, 2007  |

| <b>MILITARY INTERDEPARTMENTAL PURCHASE REQUEST</b>  |   |                       |  |   | 1.<br>Page 1 of 2  |                                  |                        |                                   |  |
|---|---|-----------------------|--|---|--|----------------------------------|------------------------|-----------------------------------|--|
| 2. FSC  |   | 3. CONTROL SYMBOL NO. |  | 4. DATE PREPARED<br>26 Sep 07   |  | 5. MIPR NUMBER<br>MIPR7MDAT48054 |                        | 6. AMEND NO.<br>ORIG              |  |
| 7. TO:<br>CDR, RDECOM<br>ATTN: AMSCB-PCS (b) (6)<br>5183 Blackhawk Road<br><br>Aberdeen Proving Ground, MD 21010-5424   |   |                       |  | 8. FROM: (Agency, name, telephone number of originator)<br>CDR, U.S. Army Environmental Command<br>ATTN: SFIM-AEC-RMB<br>5179 Hoadley Road<br>Aberdeen Proving Ground, MD 21010-5401<br>Commercial (b) (6) FAX 410-436-2008 |  |                                  |                        |                                   |  |
| 9. ITEMS <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT INCLUDED IN THE INTERSERVICE SUPPLY SUPPORT PROGRAM AND REQUIRED INTERSERVICE SCREENING <input type="checkbox"/> HAS <input type="checkbox"/> HAS NOT BEEN ACCOMPLISHED. |   |                       |  |   |  |                                  |                        |                                   |  |
| ITEM NO.<br>a   | DESCRIPTION<br>(Federal stock number, nomenclature, and/or drawing No., etc.)<br>b  | QTY<br>c              | UNIT<br>d                              | ESTIMATED UNIT PRICE<br>e   | ESTIMATED TOTAL PRICE<br>f   |                                  |                        |                                   |  |
| 1   | Funds In support of Proj VCS (CONSV) CONSERVATION SUPPORT. ACUB - ACSIM. FY07 funds are provided for Fort Carson ACUB.. Project ID# A07-0054 .  |                       |  | ORIG  | \$1,500,000.00   |                                  |                        |                                   |  |
| 2   | Obligation documents must be received no later than 9/30/2007 by USAEC.   |                       |  |   |  |                                  |                        |                                   |  |
| 3   | Performer Financial POC: (b) (6), AMSCB-PCS (b) (6), (410) (b) (6), FAX: 4-3797<br>Performer Technical POC: Carol Edmead, 410-436-4388<br>USAEC Financial POC: (b) (6), IMAE-FHB, (b) (6), FAX: 410-436-2008<br>USAEC Project Officer: (b) (6), IMAE-TSR, (b) (6)   |                       |  |   |  |                                  |                        |                                   |  |
| 4   | If accepted as a reimbursable order, request acceptance of MIPR be expedited by FAX: 410-436-2008. Disbursement vouchers processed through the TFO/TBO system should be mailed to DFAS-RI, Rock Island Operating Location, Building 68, ATTN: DFAS-RI-AOV, Rock Island, IL 61299-8401. If Trading Partnership Agreement (TPA) exists, billings should be by IPAC and ALC should be 00005570. Disbursement vouchers not processed through the TFO/TBO system should be mailed to address in block 8. |                       |  |   |  |                                  |                        |                                   |  |
| 5   | If accepted as a direct cite, request copy of contract/modification be expedited by FAX: 410-436-2008. Invoices for payment will be forwarded to paying office cited on contract. Paying office for USAEC is DFAS-RI, Rock Island Operating   |                       |  |   |  |                                  |                        |                                   |  |
| <b>FUNDS AVAILABLE:</b><br>(b) (6)<br><b>Certification Officer</b>  |   |                       |  |   | This MIPR is accepted on:<br>1) Reimbursable Basis _____<br>2) Direct Fund Cite Basis _____<br>Billing by SF1080 _____ or TFO _____<br>3) Funds of \$ _____ available for withdrawal |                                  |                        |                                   |  |
| 10. SEE ATTACHED PAGES FOR DELIVERY SCHEDULES, PRESERVATION AND PACKAGING INSTRUCTIONS, SHIPPING INSTRUCTIONS AND INSTRUCTIONS FOR DISTRIBUTION OF CONTRACTS AND RELATED DOCUMENTS.   |   |                       |  |   |  |                                  |                        | 11. GRAND TOTAL<br>\$1,500,000.00 |  |
| 12. TRANSPORTATION ALLOTMENT (Used if FOB Contractor's Plant)   |   |                       |  |   | 13. MAIL INVOICES TO (Payment will be made by)   |                                  |                        |                                   |  |
| PAY OFFICE DODAAD   |   |                       |  |   |  |                                  |                        |                                   |  |
| 14. FUNDS FOR PROCUREMENT ARE PROPERLY CHARGEABLE TO THE ALLOTMENTS SET FORTH BELOW. THE AVAILABLE BALANCES OF WHICH ARE SUFFICIENT TO COVER THE ESTIMATED TOTAL PRICE.   |   |                       |  |   |  |                                  |                        |                                   |  |
| ACRN  | APPROPRIATION   | LIMIT/<br>SUBHEAD     | SUPPLEMENTAL ACCOUNTING CLASSIFICATION |   |  |                                  | ACCTG<br>STA<br>DODAAD | AMOUNT                            |  |
| 217202000007223400131053230003230VENN00MIPR7MDAT480547V2064S18001<br>23003V/CS CCT89000   |   |                       |  |   |  |                                  | \$1,500,000.00         |                                   |  |
| 15. AUTHORIZING OFFICER (Type name and title)<br>Janice M. Kussman<br>Chief Program Budget Branch   |   |                       |  |   | 16. SIGNATURE<br>  |                                  |                        | 17. DATE<br>26 SEP 07             |  |

| <b>MILITARY INTERDEPARTMENTAL PURCHASE REQUEST</b>  |  |                       |  |                               | 1.<br>Page 2 of 2   |                                  |                        |                                   |  |
|---|--|-----------------------|--|-------------------------------|---|----------------------------------|------------------------|-----------------------------------|--|
| 2. FSC  |  | 3. CONTROL SYMBOL NO. |  | 4. DATE PREPARED<br>26 Sep 07 |   | 5. MIPR NUMBER<br>MIPR7MDAT46054 |                        | 6. AMEND NO.<br>ORIG              |  |
| 7. TO:<br>See Page 1  |  |                       |  |                               | 8. FROM: (Agency, name, telephone number of originator)<br>See Page 1                                 |                                  |                        |                                   |  |
| 9. ITEMS <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT INCLUDED IN THE INTERSERVICE SUPPLY SUPPORT PROGRAM AND REQUIRED INTERSERVICE SCREENING <input type="checkbox"/> HAS <input type="checkbox"/> HAS NOT BEEN ACCOMPLISHED. |  |                       |  |                               |   |                                  |                        |                                   |  |
| ITEM NO.<br>a   | DESCRIPTION<br>(Federal stock number, nomenclature, and/or drawing No., etc.)<br>b   | QTY<br>c              | UNIT<br>d                              | ESTIMATED UNIT PRICE<br>e     | ESTIMATED TOTAL PRICE<br>f  |                                  |                        |                                   |  |
| 6   | Location, Building 68, ATTN: DFAS-RI-AOV, Rock Island, IL 61299-8401.<br><br>ALL INVOICES AND TBO BILLINGS MUST CONTAIN THE ENTIRE ACCOUNTING CLASSIFICATION CITED ON THE MIPR. INVOICES NOT CONTAINING THE APPROPRIATE ACCOUNTING DATA WILL BE RETURNED WITHOUT ACTION. |                       |  |                               |   |                                  |                        |                                   |  |
| 10. SEE ATTACHED PAGES FOR DELIVERY SCHEDULES, PRESERVATION AND PACKAGING INSTRUCTIONS, SHIPPING INSTRUCTIONS AND INSTRUCTIONS FOR DISTRIBUTION OF CONTRACTS AND RELATED DOCUMENTS.   |  |                       |  |                               |   |                                  |                        | 11. GRAND TOTAL<br>\$1,500,000.00 |  |
| 12. TRANSPORTATION ALLOTMENT (Used if FOB Contractor's Plant)   |  |                       |  |                               | 13. MAIL INVOICES TO (Payment will be made by)  |                                  |                        |                                   |  |
| PAY OFFICE DODAAD   |  |                       |  |                               |   |                                  |                        |                                   |  |
| 14. FUNDS FOR PROCUREMENT ARE PROPERLY CHARGEABLE TO THE ALLOTMENTS SET FORTH BELOW. THE AVAILABLE BALANCES OF WHICH ARE SUFFICIENT TO COVER THE ESTIMATED TOTAL PRICE.   |  |                       |  |                               |   |                                  |                        |                                   |  |
| ACRN  | APPROPRIATION  | LIMIT/<br>SUBHEAD     | SUPPLEMENTAL ACCOUNTING CLASSIFICATION |                               |   |                                  | ACCTG<br>STA<br>DODAAD | AMOUNT                            |  |
| See Page 1  |  |                       |  |                               |   |                                  |                        | See Page 1                        |  |
| 15. AUTHORIZING OFFICER (Type name and title)<br>Janice M. Kussman<br>Chief Program Budget Branch   |  |                       |  |                               | 16. SIGNATURE<br> |                                  |                        | 17. DATE<br>26 SEP 07             |  |

DD FORM 448  
1 JUN 72

PREVIOUS EDITION IS OBSOLETE.

USARPC V1.00

|  |                                   |   |   |                        |
|--|-----------------------------------|---|---|------------------------|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>  |                                   |   | 1. CONTRACT ID CODE   | PAGE OF PAGES<br>1   1 |
| 2. AMENDMENT/MODIFICATION NO.<br>P00002A   | 3. EFFECTIVE DATE<br>Aug 28, 2009 | 4. REQUISITION/PURCHASE REQ. NO.                        | 5. PROJECT NO. (If applicable)  |                        |
| 6. ISSUED BY<br>US ARMY RDECOM ACQUISITION CENTER<br>ATTN: AMSRD-ACC-E<br>E4455 LEITZAN ROAD<br>ABERDEEN PROVING GROUND, MD 21010                  | CODE<br>W911SR                    | 7. ADMINISTERED BY (If other than Item 6)<br>SEE ITEM 6 |   | CODE                   |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)<br>EL PASO COUNTY<br>27 E VERMIJO AVENUE<br>COLORADO SPRINGS, CO 80903 |                                   |   | <input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO.                           |                        |
| CODE 1LBQ4 FACILITY CODE   |                                   |   | <input type="checkbox"/> 9B. DATED (SEE ITEM 11)  |                        |
|  |                                   |   | <input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO.<br>W911SR-07-2-0003 |                        |
|  |                                   |   | <input type="checkbox"/> 10B. DATED (SEE ITEM 13)<br>MARCH 8, 2007                              |                        |

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
 (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;  
 or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

|                                     |   |   |
|-------------------------------------|---|---|
| CHECK ONE                           | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) NO. IN ITEM 10A.  | THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER |
| <input type="checkbox"/>            | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |   |
| <input type="checkbox"/>            | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  |   |
| <input checked="" type="checkbox"/> | D. OTHER (Specify type of modification and authority)<br>10 U.S.C. 2684 (a)   |   |

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

1. The Office of Management and Budget is consolidating four existing financial reporting forms (SF-269, SF-269A, SF-272 and SF-272A) into the new SF-425, this change must be in effect by the end of Fiscal 09, to that end Page 12 of the CA has been revised to reflect this change.

2. The purpose of this Administrative Amendment is to eliminate Sections 7.3.1 and 7.3.2 of this cooperative agreement and replace with:

7.3.1 The Recipient shall submit Federal Financial Report, SF 425, to the Agreements Office on an annual basis, within 30 days of the end of the fiscal year.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

|   |   |
|---|---|
| 15A. NAME AND TITLE OF SIGNER (Type or print)                       | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br>CAROL A. EDMEAD<br>AGREEMENTS ADMINISTRATOR |
| 15B. CONTRACTOR/OFFEROR<br>(Signature of person authorized to sign) | 16B. UNITED STATES OF AMERICA<br><i>Carol A. Edmead</i><br>(Signature of Contracting Officer)             |
| 15C. DATE SIGNED  | 16C. DATE SIGNED<br>Aug 28, 2009  |

whole or in part by the Army, the recipient shall submit an original and two (2) copies of a Standard Form 270 (SF 270) "Request for Advance or Reimbursement" invoice to the Cooperative Agreement Manager. The recipient must request advance funds at least 60 days prior to the date needed for closing on parcels. The request for funds will include documentation supporting the request to include: estimated closing date, acreage, location, appraised value of parcel or easement, amount of Army funding requested, and nature of interest being acquired.

7.1.2 All advance payments shall be deposited in interest bearing accounts and interest earned over \$250.00 shall be remitted annually to the Department of Health and Human Services, Division of Payment Management, P.O. Box 6021, Rockville, MD 20852. A copy of the transmittal letter stating the amount of interest remitted shall be sent to U.S. Army RDECOM Acquisition Center, Edgewood Contracting Division, Edgewood Division, ATTN: AMSRD-ACC-E (Carol Edmead), E4455, Aberdeen Proving Ground, MD 21010.

7.1.3 The funds provided to recipients by advance are to be used solely for the items of allowable acquisition costs incurred in the performance of this CA as set forth in the SOW.

7.1.4 The recipient agrees to minimize, to the extent possible, the time elapsing between the transfer of funds from the U.S. Treasury and the use of those funds by the recipient for approved purposes under this CA.

7.1.5 The recipient shall make records and accounts pertaining to this CA available for inspection by auditors and other authorized Federal Government officials as required.

## 7.2 Reimbursable Payments:

7.2.1 The recipient may receive payments via reimbursement under this CA. To receive reimbursement under this agreement for expenses to be funded in whole or part by the Army, the recipient shall submit an original and two (2) copies of a SF 270 "Request for Advance or Reimbursement" invoice to the CAM. After verification of progress by the CAM, the SF 270 vouchers will be forwarded to the Agreement Administrator listed in 11.1. The AA will ensure the SF 270 is complete and all accounting and appropriation data is included, and prepare the cover sheet for Grants Officer approval of the payment. He/she will then forward the relevant data to DFAS for payment within ten (10) calendar days of receipt of the voucher. Payments will be made via EFT by the Payment Office listed in Article 11, Paragraph 11.3 within 30 calendar days of receipt of transmittal.

7.2.2 The Recipient shall not voucher for reimbursable payments until the Grants Officer has designated which accounting classification will be designated on the voucher. This procedure does not apply to advance payments.

7.2.3 Supporting documentation, including vouchers, deed documents or closing statements, for actual expenditures shall be submitted to the Program Management Office for all reimbursable expenses, including those originally made as advance payments.

## 7.3 Financial Status Reports

7.3.1 The Recipient(s) shall submit a Standard Form 425, Federal Financial Report, to the Agreements Office on an annual basis, within 30 days of the end of the fiscal year.

7.4 Audit Procedures. The Recipient shall ensure that an audit of all activities under this Agreement shall be conducted annually in accordance with the following subparagraphs and 32 CFR 32.26. Copies of all audit reports shall be provided to the Agreements Administrator listed in 11.1.

DEPARTMENT OF THE ARMY  
Determination and Findings  
Requirement for Competition of Cooperative Agreements

1. Pursuant to Department of Defense Grant and Agreement Regulations (DoDGRs), Part 22.305 (b)(2), "General policy and requirement for competition," the information cited below is hereby provided in support of an award of a Cooperative Agreement (CA) to El Paso County, Colorado with the US Army Garrison-Fort Carson.

a. 10 USC 2684a(b)(1) and (2), the statutory provision under which this cooperative agreement will be executed, strictly limits competition to "eligible entities." "Eligible entities" are defined as "a State or political subdivision of a State" or "a private entity that has as its stated principal organizational purpose or goal the conservation, restoration, or preservation of land and natural resources, or a similar purpose or goal, as determined by the Secretary concerned," and are the only entities with which the Department of Defense (DoD) may enter into an agreement.

b. US Army Environmental Center (AEC) memorandum dated 26 January 2007, contained the procurement request package for award of the CA referenced in paragraph 1, above. This memorandum states that the US Army Garrison-Fort Carson identified and contacted the following entities to determine their interest in participating in this CA: The Nature Conservancy (TNC), and El Paso County (EPC). EPC was the only eligible entity per 10 U.S.C. 2684a(b)(1) and who expressed a willingness to enter into a CA with the US Army Garrison-Fort Carson.

2. The award of this CA involves developing and executing a strategy to acquire and protect interests in lands in the vicinity of Fort Carson to support the military mission. These efforts are referred to as Army Compatible Use Buffers (ACUBs). This CA also involves development of a public process to prioritize, acquire, protect and manage critical conservation areas near Fort Carson. This CA is being executed pursuant to Delegation of Authority (DOA, dated 13 September 2006) for the Research, Development and Engineering Command, Acquisition Center (RDECOM AC). 10 USC 2684a entitled "Agreements to Limit Encroachments and Other Constraints on Military Training, Testing, and Operations" authorizes the Secretary of Defense or the Secretary of a military department to enter into an agreement with an eligible entity to address the use or development of real property in the vicinity of a military installation for the purposes of: "(1) limiting any development or use of the property that would be incompatible with the mission of the installation; or (2) preserving habitat on the property in a manner that (A) is compatible with environmental requirements; and (B) may eliminate or relieve current or anticipated environmental restrictions that would or might otherwise restrict, impede, or otherwise interfere, whether directly or indirectly, with current or anticipated military training, testing, or operations on the installation."

3. The Independent Government Cost Estimate (IGCE) for the proposed CA is sixteen million nine hundred thousand dollars (\$16,900,000), based upon a five (5) year period of performance. Funds in the amount of four hundred seventy thousand seven hundred and sixty three dollars (\$470,763) have been provided for a conservation easement of the land identified in the statement of work (SOW). These funds are Operation and Maintenance (OMA) funds, which complies with 10 USC 2684a(5)(g) "Funding". Any additional funds for the CA will be provided via modifications towards EPC's purchase of deed titles and/or conservation easements of the property identified in the SOW.

4. Based upon the above information, it is hereby determined to be in the best interest of the Government to award subject CA to EPC.

Concurrence:

(b) (6)

2/2/07  
Date

Environmental Protection Specialist, Technical POC, US AEC

(b) (6)

2/15/07  
Date

Office of Counsel, RDECOM

Approved:

*Cynthia H. Phillips* 2/15/07  
CYNTHIA H. PHILLIPS Date  
Chief of the Contracting Office

# AUTHORITY TO USE COOPERATIVE AGREEMENTS

## DETERMINATION AND FINDINGS

The U.S. Army Research, Development and Engineering Command, Acquisition Center (RDECOM AC), proposes to enter into a Cooperative Agreement (CA) with El Paso County, Colorado in support of the U.S. Army Environmental Center (USAEC) for the U.S. Army Garrison Fort Carson. This document sets forth the Determination and Findings, which supports the use of Cooperative Agreements under the authority of 10 U.S.C. § 2684a, Agreements to Limit Encroachments and Other Constraints on Military Training, Testing, and Operations.

### FINDINGS

1. The USAEC mission, as a field-operating agency of the Assistant Chief of Staff for Installation Management (ACSIM), is to implement the environmental program for the Army by providing a broad range of innovative and cost-effective products and services in support of Army training, operations and sound stewardship. This CA will support the USAEC mission by (a.) developing and executing a strategy to acquire and protect interests in lands in the vicinity of Fort Carson to support the military mission; and (b.) development of a public process to prioritize, acquire, protect and manage critical conservation areas near Fort Carson. These agreements are referred to as Army Compatible Use Buffers (ACUBs).

2. By the Procurement Request USAEC memorandum dated 26 January 2007, the US Army Garrison Fort Carson (USAG-FC) identified and contacted the following entities to determine their interest in participating in this CA: The Nature Conservancy (TNC), and El Paso County, (EPC), EPC was the only eligible entity per 10 U.S.C. § 2684a (b) (1) and (2) who expressed a willingness to enter into a CA with the USAG-FC. This CA is expected to provide for a performance period of one hundred and twenty (120) months with a total estimated budget of \$16,900,000.00. Funding will be Operation and Maintenance (OMA), which complies with 10 U.S.C. § 2684a (5) (g). Funds in the amount of two million four hundred and twenty five thousand nine hundred twenty two dollars (\$2,425,922.00) will be obligated under this CA at time of award. Any additional funds for this CA will be provided via amendments towards EPC's purchase of deed titles and/or conservation easements of the property identified in the CA Statement of Work.

3. (a) EPC and USAG- FC are authorized to enter into agreements under authority of Section 2811 of the National Defense Authorization Act for Fiscal Year 2003, codified at 10 U.S.C. 2684a. EPC is an "eligible entity", per 10 U.S.C. § 2684a (b) (1) and (2). The Secretary of the Army has directed that Cooperative Agreements be utilized. USAG-FC by entering into a CA, intends to: (1) limit any development or use of real property that would be incompatible with the mission of the USAG-FC; and (2) preserve habitat on the property in a manner that: (A) is compatible with environmental requirements; and (B)

may eliminate or relieve current or anticipated environmental restrictions that would or might otherwise restrict, impede, or otherwise interfere, whether directly or indirectly, with current or anticipated military research, development, testing and evaluation at FC.

(b) In accordance with the definitions and requirements of the Department of Defense Grant and Agreement Regulations (DoDGARs) 22.205, 22.210 and 22.215 a CA, as opposed to a procurement contract or grant, is the appropriate instrument for the proposed action since the established purpose and objective is to provide assistance to EPC to stimulate and support a public purpose and the Army intends to participate substantially in the effort. In particular, the Army will remain instrumental in working with EPC to structure the acquisition, protection and management of the various real property interests in a manner that will protect the Army's interest in sustained training, testing, and operations at Fort Carson (FC).

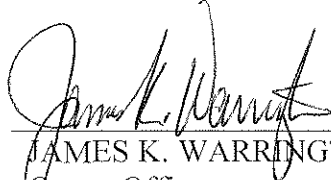
(c) By Memorandum dated 3 August 2004, Major General, Larry J. Lust, Assistant Chief of Staff for Installation Management (ACSIM) reviewed and recommended the approval of an ACUB at FC when funds become available. He further states "The installation's proposal to enter into a CA with the EPC to sustain the training capabilities of our installations, while maintaining sound environmental stewardship principles meets the intent of Congress to sustain the training capabilities of our installations, while maintaining sound environmental stewardship principles."

(d) Assistant Secretary of the Army (Acquisition, Logistics and Technology), Re-delegation of Authority dated 13 September 2006, provided authority under Section § 2684a of Title 10 U.S.C. as added by Section 2811 of the National Defense Authorization Act for FY03, Public Law 107-314 to enter into agreements with state or local governments or **private conservation organizations to address the use or development of real property** in the vicinity of a military installation. Such agreements are for the purposes of limiting any development or use of the property that would be incompatible with the mission of the installation, preserving habitat on the property that is compatible with environmental requirements and that may eliminate or relieve environmental restrictions that would restrict, impede, or interfere with military training, testing, **or operations** on the installations to use cooperative agreements and other transactions.

By Delegation of Authority dated 14 August 2006, the Secretary of the Army delegated this authority to the Assistant Secretary of the Army (Acquisition, Logistics and Technology). This authority was re-delegated to the Commander, US Army RDECOM, AMSRD-CD in his capacity as the Head of the Contracting Activity and paragraph c. allow further delegation to the permanently designated Principal Assistant Responsible for Contracting (PARC) US Army RDECOM. By DOA approved 19 September 2006, the US Army RDECOM, Major General Nadeau appointed and delegated his authority to Mr. James K. Warrington as PARC for the US Army RDECOM AC. Further, this approval for Section 2684a will be valid through 1 July 2009.

DETERMINATION

Based on the above findings, it is hereby determined that a Cooperative Agreement pursuant to the authority of 10 U.S.C. § 2684a is the appropriate instrument for the effort entitled "Army Compatible Use Buffer for U.S. Army Garrison Fort Carson" identified above.

  
\_\_\_\_\_  
JAMES K. WARRINGTON  
Grants Officer

8 March 2007  
DATE

CONCURRENCE: /

**(b) (6)**

Legal Counsel

15 Feb 07  
DATE

|   |  |  |  |
|---|--|--|--|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>   |  | 1. CONTRACT ID CODE  | PAGE OF PAGES<br>1 2                             |
| 2. AMENDMENT/MODIFICATION NO.<br><b>P00003</b>  | 3. EFFECTIVE DATE<br><b>October 20, 2010</b> | 4. REQUISITION/PURCHASE REQ. NO.                                   | 5. PROJECT NO. (If applicable)                   |
| 6. ISSUED BY<br>USA RDECOM Contracting Center – W911SR<br>Edgewood Contracting Division<br>E4455 Leitzan Rd<br>Aberdeen Proving Ground, MD 21010-5401       |  | 7. ADMINISTERED BY (If other than Item 6)                          | CODE   |
| 8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code)<br><b>EL Paso County<br/>27 E Vermijo Avenue<br/>Colorado Springs, CO 80903</b> |  | (E) 9A. AMENDMENT OF SOLICITATION NO.                              | 9B. DATED (SEE ITEM 11)                          |
| Code 1LBQ4 FACILITY CODE  |  | 10A. MODIFICATION OF CONTRACT/ORDER NO.<br><b>W911SR-07-2-0003</b> | 10B. DATED (SEE ITEM 13)<br><b>March 8, 2007</b> |

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

|          |   |
|----------|---|
| (U)      | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  |
|          | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
|          | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  |
| <b>X</b> | D. OTHER Specify type of modification and authority<br><b>10 USC 2684(a)</b>  |

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_ copies to the issuing office.

1. The purpose of this administrative amendment is to identify the new Associate Cooperative Agreement Manager (ACAM) point of contact at Ft. Carson (Mr. Thomas) and the Cooperative Agreement Manager (CAM) at U.S. Army Environmental Center **(b) (6)**, Aberdeen Proving Ground.

2. Page 10 of the Cooperative Agreement has been revised to reflect these changes. Revised page attached.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

|   |                  |  |                  |
|---|------------------|--|------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print)     |                  | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br><b>CYNTHIA H. PHILLIPS, GRANTS OFFICER</b> |                  |
| 15B. CONTRACTOR/OFFEROR                           | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA  | 16C. DATE SIGNED |
| _____<br>(Signature of person authorized to sign) |                  | BY <b>Cynthia H. Phillips</b><br>(Signature of Contracting Officer)                                      | <b>20 OCT 10</b> |

3. The POC at Ft. Carson will change from Mr. Thomas L. Warren to Mr. George Wayne Thomas. Mr. Thomas can be contacted at: Headquarters Fort Carson, Directorate of Public Works, Environmental Division, 1626 O'Connell Street, Building 813, Fort Carson, CO 80913, Phone 719-526-1852.
4. The POC at the U.S. Army Environmental Center – Aberdeen Proving Ground will change from (b) (6) to (b) (6). (b) (6) can be contacted at: US Army Environmental Center, 5183 Blackhawk Road, Building E4460, Aberdeen Proving Ground, MD 21010-5424, (b) (6) Phone (b) (6)
5. These changes are effective immediately.

2.7 Recipient Program Manager (RPM) – The RPM is the Recipient’s official charged with the overall responsibility of management and guidance of the CA (Listed in Article 3.3).

2.8 Annual Report – The document which summarizes project progress, to include lessons learned and possible follow-on work, and provides an accounting of funding and disbursements under the CA for each fiscal year.

### ARTICLE 3 – PROGRAM MANAGEMENT

3.1 The Cooperative Agreement Manager (CAM) is:

(b) (6)  
 U.S. Army Environmental Center  
 5183 Blackhawk Road  
 Building E4460  
 Aberdeen Proving Ground, MD 21010-5424

(b) (6)

3.2 The Associate Cooperative Agreement Manager (ACAM) is:

Mr. George Wayne Thomas  
 Headquarters, Fort Carson  
 Directorate of Public Works, Environmental Division  
 1626 O’Connell Street, Building 813  
 Fort Carson, Co 80913-4356  
 Phone: (719) 526-1852

3.3 Recipient Program Manager (RPM) IS:

Ms Lori Seago  
 Assistant County Attorney  
 El Paso County Attorney’s Office  
 27 E. Vermijo Ave., 3<sup>rd</sup> Floor  
 Colorado Springs, CO 80903  
 Phone: (719) 520-6485

3.4 Cooperative Agreement Management Committee (CAMC) – The CAMC is responsible for the overall management and guidance of the CA. The CAM, ACAM, and the RPM will form the Cooperative Agreement Management Committee (CAMC). Other advisory members may be added by the CAM, ACAM, or the RPM, by mutual agreement, when their presence will prove beneficial to the program.

### ARTICLE 4 – COSTS

4.1 General

4.1.1 AEC shall make best efforts to make available Fiscal Year 2007 (FY07) funds toward the cost of acquiring real estate interests in land parcels identified in Paragraphs 1.6.1 and 1.6.2 of this CA.

4.1.2 Future funding will depend upon availability of Federal funds.

4.2 Cost Sharing - This CA is a cost-share agreement and has no matching requirement. There is no precise cost-share ration required by this agreement or statute. The Army’s contribution to land acquisition is limited in accordance with Federal law. This is a best efforts agreement wherein EPC shall leverage Army funds with all available sources of funding to accomplish the purposes of the Cooperative Agreement.

# EL PASO COUNTY



OFFICE OF THE COUNTY ATTORNEY  
CIVIL DIVISION

William H. Louis, County Attorney

Assistant County Attorneys

John N. Franklin  
M. Cole Emmons  
Jay A. Lauer  
Lori L. Seago

September 29, 2006

US Army Environmental Center  
ATTN: (b) (6)  
AEC-TSR EA-Bldg 4430  
5179 Hoadley Road  
Aberdeen Proving Ground, MD 21010-5401

Re: ACUB Cooperative Agreement

Dear (b) (6)

El Paso County, Colorado, is committed to working with Fort Carson and the U.S. Army to avoid encroachment and its adverse affects on Fort Carson's ability to perform its military missions.

I am enclosing a Scope of Work that documents the activities that Fort Carson and El Paso County plan to undertake under the Army Compatible Use Buffer (ACUB) Cooperative Agreement.

On behalf of El Paso County, I confirm that my office has reviewed, approved, and initialed each page of the enclosed Scope of Work for the Cooperative Agreement, concur with Fort Carson's submission of this Scope of Work for initiation of procurement activities, and understand that this Scope of Work is not considered final and is subject to change as appropriate to implement the work. Please be advised, however, that while I am confident that the Board of County Commissioners approves of this effort in concept, the final Cooperative Agreement, along with the Scope of Work and other terms and conditions, must be submitted to and approved by the Board.

I will also be working with Fort Carson to prepare any other documents necessary to establish the Cooperative Agreement.

If you have any questions regarding this effort, please contact me at 719-520-7371.

Sincerely,

Lori Seago

27 E. VERMIJO AVENUE  
OFFICE: (719) 520-6485



COLORADO SPRINGS, CO 80903  
FAX: (719) 520-6487

ENCL 3

**SCOPE OF WORK**  
for  
**COOPERATIVE AGREEMENT**  
between  
**COMMANDER US ARMY RESEARCH DEVELOPMENT  
AND ENGINEERING COMMAND**  
On behalf of  
**FORT CARSON, CO**  
and  
**EL PASO COUNTY, COLORADO**

**1.0 RECITALS**

1.1 This Scope of Work ("this SOW") is a part of and contains provisions for the implementation of the Cooperative Agreement ("the CA") entered into by the Commander US Army Research and Development Command (RDECOM), on behalf of Fort Carson (Fort Carson), and El Paso County, Colorado, by and through the Board of County Commissioners of El Paso County, Colorado, a body corporate and politic and a political subdivision of the State of Colorado ("the County"). The CA is expressly authorized by C.R.S. 29-1-203 and 10 U.S.C. 2684a and is formally executed in accordance with the Department of Defense Grants and Agreement Regulations (DODGARS) by and through a warranted grants officer, the Principal Assistant Responsible for Contracting (PARC), at the RDECOM. To the extent that any provision of the CA or this SOW materially conflicts with a substantive provision of the DODGARS, the provision of the DODGARS shall take precedence.

1.2 The Department of the Army and Fort Carson have established the Army Compatible Use Buffer (ACUB) Program with a goal of preventing encroachment, which is the interference with military missions by the development of private sector property surrounding military installations that has resulted in or will likely result in limitations on the installations' military training and operations. These limitations may occur as a result of conflicts with incompatible adjacent land uses or as a result of environmental restrictions associated with the off-post degradation of natural resources. In implementing the ACUB, Fort Carson has sought to identify potential encroachment and to develop a variety of means to avoid or mitigate that encroachment. The CA, with this SOW, is one of those means, providing for collaborative activity with the County to avoid encroachment with regard to Fort Carson.

1.3 The County recognizes that maintaining and enhancing the ability of Fort Carson to perform its assigned military missions, both now and in the future, is of great economic benefit to the County and its residents.

public purposes served by the project has been prepared and submitted to the Grants Officer.

4.3 The County is an eligible entity as defined by 10 USC 2684a , which includes political subdivisions of States.

## 5.0 FUNDING

5.1 The CA is a cost-share agreement as required by 10 USC 2684a(d)(1)(B), which provides for the Army and an eligible entity to share the costs of acquiring interests in real property. The County's cost-share contribution is not prescribed, and may include contributions of services, funds, interests in real property, or any combination thereof. The Army is limited in its contributions towards acquisition costs to an amount equal to the fair market value of the real property interest that it could request in transfer in accordance with 10 USC 2684(d)(4).

5.1.1 Army: Expenditures by the Army under the CA will be subject to the availability of funds. No provision of the CA shall be interpreted to require the payment or obligation of funds by Fort Carson or the Army in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341. If funds are available, the Army will pay for an agreed upon share of direct and indirect project costs as set forth in bi-lateral modifications to the CA after negotiation with the County.

5.1.2 The County: The County will pay for an agreed upon share of direct and indirect project costs as set forth in bi-lateral modifications to the CA after negotiation with Fort Carson. The County may seek and obtain funds from other sources including State and non-Department of Defense Federal agencies and private sources. All funds and in-kind services obtained from other sources pursuant to the CA must be used to achieve project tasks set forth, and to pay for direct and indirect project costs listed, in paragraph 5.2.

### 5.2 Direct and Indirect Project Costs Include:

5.2.1 Acquisition of identified parcels, either in fee simple or as a lesser interest such as a conservation easement. Acquisitions will be at or below fair market value as established by appraisal in compliance with general federal appraisal standards.

5.2.2 Closing costs, recordation costs, title transfer taxes, and other costs associated with transferring and recording deeds.

5.2.3 Pre-acquisition costs including but not limited to: landowner negotiations, travel, legal services related to acquisitions of real estate interests, appraisals, title investigations, mapping costs, due diligence, title review, environmental assessments, and any other inspections or searches

5.6 Even if funds are unavailable, Fort Carson and the County will use available existing resources to commence work to achieve the objectives of the CA upon the date of execution of the CA.

5.7 Conditions:

5.7.1 Termination of the CA shall be in accordance with 32 CFR 32, and either party may terminate the CA upon 90 days notice to the other signatories to the CA. In the event of termination, any funds provided by the Army or the County and not expended or contractually obligated for projects under the CA shall be returned to the Army or the County, respectively.

5.7.2 The CA may be amended by the mutual consent of both parties. Amendments shall be executed in writing and be signed by each signatory to the CA.

**6.0 PROJECT TASKS**

6.1 The County shall:

6.1.1 Coordinate with Fort Carson to develop a prioritized list of parcels for the acquisition of fee title or long-term interests.

6.1.2 Contact landowners to identify willing owners.

6.1.3 Negotiate preliminary agreements for purchase and sale.

6.1.4 Proceed to finalize purchases and sales after coordinating and receiving notice to proceed from Fort Carson.

6.1.5 Take all necessary steps to close transactions, including obtaining appraisals, environmental site assessments to accepted standards, title review, etc.

6.1.6 Provide for recordation of deeds and payment of transfer taxes etc.

6.1.7 Hold title to any real property interests acquired and provide for long-term administration of those interests. Fort Carson will not be directly responsible for the management of any property or interest acquired under the CA.

6.1.8 Develop long-term land management plans and changes thereto as necessary over time, and submit such plans and changes thereto for approval by Fort Carson for each acquired parcel to ensure compliance with the provisions of the acquisition instruments.

6.2.6 Upon request by the County and without relieving the County of its responsibilities under the CA and this SOW, provide advice and assistance regarding satisfaction of procedural requirements of the CA and this SOW.

## **7.0 ACCOUNTS, BILLING AND REPORTING**

7.1 To execute an acquisition under the CA which is to be funded in whole or in part by the Army, the County shall submit a Standard Form (SF) 270 (Request for Advance or Reimbursement) to the Grants Officer. Submissions of such SF 270s shall be separate and independent from the requirement set forth in 8.1.

7.2 The disposition of any funds remaining unexpended at the completion of the term of the CA or upon termination of the CA shall be subject to the terms of the CA and any specific Funding Agreements.

## **8.0 DELIVERABLES**

In the event funds are made available to the County under the terms of the CA, the County shall:

8.1 Provide reports as directed by the Grants Officer during a reporting period to be specified in a modification of the CA for each project, providing information on how funds have been expended during the reporting period. These reports shall include information that the Grants Officer and Fort Carson need to properly promote and manage the CA. Such information should include a map with the parcels acquired or to be acquired under the CA and a table that lists: the acquisition name, nature of realty interest acquired, acreage, costs, source of funds, and a list of any agreements or management plans for the parcel.

8.2 Provide annual reports to Fort Carson detailing progress made towards project tasks required by the CA.

8.3 Provide Fort Carson copies of all final closing documents (e.g., deeds), reports and management plans pertaining to parcels acquired or encumbered pursuant to the CA. Appraisal or title documents prepared or adopted by the County may be accepted by Fort Carson as satisfying the applicable requirements of section 301 of the Uniform Relocation Assistance and Real Properties Acquisition Policies Act of 1970 (42 USC 4651) or section 3111 of title 40, if Fort Carson finds that the appraisal or title documents substantially comply with those requirements.

8.4 Upon expiration or termination of the CA pursuant to paragraph 10.0, provide to the Grants Officer and Fort Carson a final report summarizing the expenditures made to complete the projects pursued under the CA.

## 11.0 PARTIES/NOTICES

### 11.1 El Paso County

Lori Seago  
Assistant County Attorney  
El Paso County Attorney's Office  
27 E. Vermijo Ave., 3<sup>rd</sup> Floor  
Colorado Springs, CO 80903  
(719) 520-6485  
loriseago@elpasoco.com

### 11.2 Fort Carson

Headquarters, Fort Carson  
Directorate of Environmental Compliance and Management  
1638 Elwell Street  
Fort Carson, CO 80913-4356

Current Project Officer: Mr. Thomas L. Warren

11.3 All notices required pursuant to the CA shall be sent to the names and addresses designated in paragraphs 11.1 and 11.2. Those names and addresses may be changed by written notification to the other party without necessity for amendment to the CA.

11.4 Each party shall appoint a Project Officer who will be responsible for overseeing any work under the CA. Project Officers shall have the authority to agree upon and approve technical changes to the CA, except that changes may not be made in those agreements incorporated by reference unless they are made in accordance with those agreements.

Agreed for Fort Carson:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

Agreed for El Paso County:

\_\_\_\_\_  
Sallie Clark, Chair  
Board of County Commissioners of  
El Paso County, Colorado

\_\_\_\_\_  
(Date)

Attest:

\_\_\_\_\_  
Deputy Clerk to the Board

Approved as to form:

\_\_\_\_\_  
Office of the County Attorney

CERTIFIED RECEIVING REPORT

Cooperative Agreement Number: W911SR-07-2-0003

Recipient: El Paso County Board of County Commissioners, 27 E. Vermijo Ave,  
Colorado Springs, CO 80903

Description of Services: See attached invoice

Invoice Number: BVN 0002

Invoice Date: March 7, 2007

Invoice Amount: \$2,165,570.00

Approving Official Printed Name: James K. Warrington

Approving Official Phone: (410) 278-0841

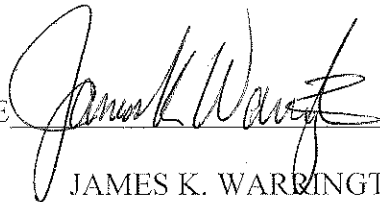
Approving Official Title: Grants Officer

Approving Official Mailing Address:

U.S. Army Research, Development and Engineering Command Acquisition Center  
ATTN: AMSRD-ACC/Mr. James K. Warrington  
4118 Susquehanna Avenue  
Aberdeen Proving Ground, MD 21005-3013

I certify that funds are obligated to cover all services on the attached invoice, received on  
March 7, 2007 and accepted on March 8, 2007.

SIGNATURE



JAMES K. WARRINGTON  
Grants Officer

**REQUEST FOR ADVANCE  
OR REIMBURSEMENT**

*(See instructions on back)*

OMB APPROVAL NO. **0348-0004** PAGE **1** OF **2** PAGES

1. TYPE OF PAYMENT REQUESTED  
 a. "X" one or both boxes  
 **ADVANCE**     **REIMBURSEMENT**  
 b. "X" the applicable box  
 **FINAL**     **PARTIAL**

2. BASIS OF REQUEST  
 **CASH**  
 **ACCRUAL**

3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED  
**United States Army Environmental Command**

4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY  
**W911SR-07-2-0003**

5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST  
**BVN 0002**

6. EMPLOYER IDENTIFICATION NUMBER  
**690840010**

7. RECIPIENT'S ACCOUNT NUMBER OR IDENTIFYING NUMBER  
**DFAS-RI-AOV 31-1575142**

8. PERIOD COVERED BY THIS REQUEST  
 FROM (month, day, year) **03/07/07** TO (month, day, year) **03/30/07**

9. RECIPIENT ORGANIZATION  
 Name: **El Paso County BOCC of El Paso County, CO**  
 Number and Street: **27 E. Vermijo Avenue**  
 City, State and ZIP Code: **Colorado Springs, CO 80903**

10. PAYEE (Where check is to be sent if different than Item 9)  
 Name: **Stewart Title of Colorado Springs, Inc.**  
 Number and Street: **111 South Tejon Street, Suite No. 111**  
 City, State and ZIP Code: **Colorado Springs, CO 80903**

**11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED**

| PROGRAMS/FUNCTIONS/ACTIVITIES   | (a)       | (b)          |              | TOTAL        |
|---|-----------|--------------|--------------|--------------|
|   |           | Old          | New          |              |
| a. Total program outlays to date <i>(As of date)</i>  | \$        | \$ 25,000.00 | \$ 15,000.00 | \$ 40,000.00 |
| b. Less: Cumulative program income  |           | 0.00         | 0.00         | 0.00         |
| c. Net program outlays <i>(Line a minus line b)</i>   | 0.00      | 25,000.00    | 15,000.00    | 40,000.00    |
| d. Estimated net cash outlays for advance period  |           | 0.00         | 2,173,531.00 | 2,173,531.00 |
| e. Total <i>(Sum of lines c &amp; d)</i>  | 0.00      | 25,000.00    | 2,188,531.00 | 2,213,531.00 |
| f. Non-Federal share of amount on line e  |           | 0.00         | 22,961.00    | 22,961.00    |
| g. Federal share of amount on line e  |           | 25,000.00    | 2,165,570.00 | 2,190,570.00 |
| h. Federal payments previously requested  |           | 25,000.00    | 0.00         | 25,000.00    |
| i. Federal share now requested <i>(Line g minus line h)</i>   | 0.00      | 0.00         | 2,165,570.00 | 2,165,570.00 |
| j. Advances required by month, when requested by Federal grantor agency for use in making prescheduled advances | 1st month |              |              | 0.00         |
|   | 2nd month |              |              | 0.00         |
|   | 3rd month |              |              | 0.00         |

**12. ALTERNATE COMPUTATION FOR ADVANCES ONLY**

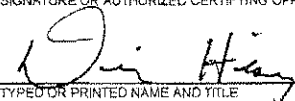
|  |    |      |
|--|----|------|
| a. Estimated Federal cash outlays that will be made during period covered by the advance | \$ |      |
| b. Less: Estimated balance of Federal cash on hand as of beginning of advance period     |    |      |
| c. Amount requested <i>(Line a minus line b)</i>   | \$ | 0.00 |

13.

## CERTIFICATION

I certify that to the best of my knowledge and belief the data on the reverse are correct and that all outlays were made in accordance with the grant conditions or other agreement and that payment is due and has not been previously requested.

SIGNATURE OR AUTHORIZED CERTIFYING OFFICIAL



DATE REQUEST SUBMITTED

March 7, 2007

TYPED OR PRINTED NAME AND TITLE

BOARD OF COUNTY COMMISSIONERS OF EL PASO  
COUNTY COLORADO, DENNIS HISEY, CHAIRTELEPHONE (AREA  
CODE, NUMBER,  
EXTENSION)

(719)520-6485

This space for agency use

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0004), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

## INSTRUCTIONS

Please type or print legibly. Items 1, 3, 5, 9, 10, 11e, 11f, 11g, 11i, 12 and 13 are self-explanatory; specific instructions for other items are as follows:

| Item | Entry |
|------|-------|
|------|-------|

2 Indicate whether request is prepared on cash or accrued expenditure basis. All requests for advances shall be prepared on a cash basis.

4 Enter the Federal grant number, or other identifying number assigned by the Federal sponsoring agency. If the advance or reimbursement is for more than one grant or other agreement, insert N/A; then, show the aggregate amounts. On a separate sheet, list each grant or agreement number and the Federal share of outlays made against the grant or agreement.

6 Enter the employer identification number assigned by the U.S. Internal Revenue Service, or the FICE (institution) code if requested by the Federal agency.

7 This space is reserved for an account number or other identifying number that may be assigned by the recipient.

8 Enter the month, day, and year for the beginning and ending of the period covered in this request. If the request is for an advance or for both an advance and reimbursement, show the period that the advance will cover. If the request is for reimbursement, show the period for which the reimbursement is requested.

Note: The Federal sponsoring agencies have the option of requiring recipients to complete items 11 or 12, but not both. Item 12 should be used when only a minimum amount of information is needed to make an advance and outlay information contained in item 11 can be obtained in a timely manner from other reports.

11 The purpose of the vertical columns (a), (b), and (c) is to provide space for separate cost breakdowns when a project has been planned and budgeted by program, function, or

| Item | Entry |
|------|-------|
|------|-------|

activity. If additional columns are needed, use as many additional forms as needed and indicate page number in space provided in upper right; however, the summary totals of all programs, functions, or activities should be shown in the "total" column on the first page.

11a Enter in "as of date," the month, day, and year of the ending of the accounting period to which this amount applies. Enter program outlays to date (net of refunds, rebates, and discounts), in the appropriate columns. For requests prepared on a cash basis, outlays are the sum of actual cash disbursements for goods and services, the amount of indirect expenses charged, the value of in-kind contributions applied, and the amount of cash advances and payments made to subcontractors and subrecipients. For requests prepared on an accrued expenditure basis, outlays are the sum of the actual cash disbursements, the amount of indirect expenses incurred, and the net increase (or decrease) in the amounts owed by the recipient for goods and other property received and for services performed by employees, contracts, subgrantees and other payees.

11b Enter the cumulative cash income received to date, if requests are prepared on a cash basis. For requests prepared on an accrued expenditure basis, enter the cumulative income earned to date. Under either basis, enter only the amount applicable to program income that was required to be used for the project or program by the terms of the grant or other agreement.

11d Only when making requests for advance payments, enter the total estimated amount of cash outlays that will be made during the period covered by the advance.

13 Complete the certification before submitting this request.

# EL PASO COUNTY

**OFFICE OF THE COUNTY ATTORNEY**  
CIVIL DIVISION

**JAY A. LAUER, Acting County Attorney**

Assistant County Attorneys

John N. Franklin  
M. Cole Emmons  
Lori L. Seago  
Andrew Gorgey

March 7, 2007

Defense Finance Accounting Service  
DFAS-RI  
Rock Island Operating Location  
Building 68  
ATTN: DFAS-RI-AOV  
Rock Island, IL 61299-8401

Re: Rancho Colorado, Phase II, W911SR-07-2-0003  
Reimbursement – Purchase of an Option

To Whom It May Concern:

In furtherance of the Rancho Colorado, Phase II property acquisition, please find enclosed a Request for Advance to deposit Two Million One Hundred Sixty-five Thousand Five Hundred Seventy Dollars and No Cents (\$2,165,570.00) for the purchase of properties located in Rancho Colorado, Phase II from L.W.D., L.L.C. with Stewart Title of Colorado Springs, Inc. Wire Instructions for Stewart Title of Colorado, Inc. are as follows:

Vectra Bank Denver  
111 South Tejon Street  
Colorado Springs, CO 80903  
Phone Number: (719)577-9100  
Attn: Wire Department

For the Account of: Stewart Title

(b) (4)

Closer's Name: (b) (6)  
Rancho Colorado, Phase II  
Re: 200671231

This 270 form represents Fifteen Thousand Dollars and No Cents (\$15,000.00) paid by Economic Development Corporation for Appraisals. Economic Development Corporation is also

27 E. VERMILION AVENUE  
OFFICE: (719) 520-6485



COLORADO SPRINGS, CO 80903  
FAX: (719) 520-6487

committed to paying all of the closing costs associated with this transaction – Closing fee – Four Hundred Dollars and No Cents (\$400.00), Title Insurance Four Thousand Six Hundred Thirty-six Dollars and No Cents (\$4,636.00), and Additional Parcel Search Two Thousand Nine Hundred Twenty-five Dollars and No Cents (\$2,925.00) results in a total of Seven Thousand Dollars Nine Hundred Sixty-one Dollars and No Cents (\$7,961.00). This amount is due and payable at closing and has not been paid yet, but is reflected in the 270 form. The \$2,165,570.00 is the amount needed from the United States Army to pay for the property acquisition from L.W.D., L.L.C. Current and pro rata taxes will be paid by the property owner – L.W.D., L.L.C.

In order to clarify costs associated with this property acquisition, the County Attorney's Office had a conversation with the closing agent at the Title Company. Since the United States Army provided us with a W-9 form and because we have an active Order with the Title Company, we do not need to have an Escrow Agreement as we were originally informed. The Title Company is willing to accept a written letter signed by both El Paso County and the United States Army which describes the deposit and distribution of the funds. The County Attorney's Office will prepare this document by next week.

Should you have any questions or require additional information, please do not hesitate to contact me at (b) (6).

Sincerely,

(b) (6)

Paralegal

Enclosure

cc: Lori Seago, Assistant County Attorney

Action # 2  
[Signature] USAEC

CERTIFIED RECEIVING REPORT

Cooperative Agreement Number: W911SR-07-2-0003

Recipient: El Paso County Board of County Commissioners, 27 E. Vermijo Ave,  
Colorado Springs, CO 80903

Description of Services: See attached invoice

Invoice Number: BVN 0001

Invoice Date: March 2, 2007

Invoice Amount: \$25,000.00

Approving Official Printed Name: James K. Warrington

Approving Official Phone: (410) 278-0841

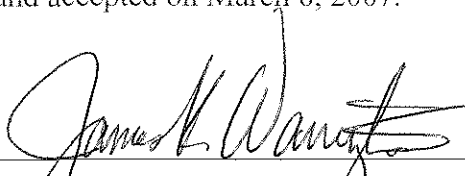
Approving Official Title: Grants Officer

Approving Official Mailing Address:

U.S. Army Research, Development and Engineering Command Acquisition Center  
ATTN: AMSRD-ACC/Mr. James K. Warrington  
4118 Susquehanna Avenue  
Aberdeen Proving Ground, MD 21005-3013

I certify that funds are obligated to cover all services on the attached invoice, received on  
March 7, 2007 and accepted on March 8, 2007.

SIGNATURE



JAMES K. WARRINGTON  
Grants Officer

**REQUEST FOR ADVANCE  
OR REIMBURSEMENT**

(See instructions on back)

OMB APPROVAL NO. 0348-0004 PAGE 1 OF 2 PAGES

1. TYPE OF PAYMENT REQUESTED  
 a. "X" one or both boxes  
 ADVANCE  REIMBURSEMENT  
 b. "X" the applicable box  
 FINAL  PARTIAL

2. BASIS OF REQUEST  
 CASH  
 ACCRUAL

3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED  
 United States Army Environmental Command

4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY  
 W911SR-07-2-0003

5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST  
 BVN 0001

6. EMPLOYER IDENTIFICATION NUMBER  
 690840010

7. RECIPIENT'S ACCOUNT NUMBER OR IDENTIFYING NUMBER  
 120420341907

8. PERIOD COVERED BY THIS REQUEST  
 FROM (month, day, year) 03/02/07 TO (month, day, year) 03/06/07

9. RECIPIENT ORGANIZATION  
 Name: El Paso County BOCC of El Paso County, CO  
 Number and Street: 27 E. Vermijo Avenue  
 City, State and ZIP Code: Colorado Springs, CO 80903

10. PAYEE (Where check is to be sent if different than item 9)  
 Name:  
 Number and Street:  
 City, State and ZIP Code:

11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED

| PROGRAMS/FUNCTIONS/ACTIVITIES   | (a)       | (b)  | (c)          | TOTAL        |
|---|-----------|------|--------------|--------------|
| a. Total program outlays to date (As of date)   | \$        | \$   | \$ 25,000.00 | \$ 25,000.00 |
| b. Less: Cumulative program income  |           |      |              | 0.00         |
| c. Net program outlays (Line a minus line b)  | 0.00      | 0.00 | 25,000.00    | 25,000.00    |
| d. Estimated net cash outlays for advance period  |           |      | 0.00         | 0.00         |
| e. Total (Sum of lines c & d)   | 0.00      | 0.00 | 25,000.00    | 25,000.00    |
| f. Non-Federal share of amount on line e  |           |      | 0.00         | 0.00         |
| g. Federal share of amount on line e  |           |      | 25,000.00    | 25,000.00    |
| h. Federal payments previously requested  |           |      | 0.00         | 0.00         |
| i. Federal share now requested (Line g minus line h)  | 0.00      | 0.00 | 25,000.00    | 25,000.00    |
| j. Advances required by month, when requested by Federal grantor agency for use in making prescheduled advances | 1st month |      |              | 0.00         |
|   | 2nd month |      |              | 0.00         |
|   | 3rd month |      |              | 0.00         |

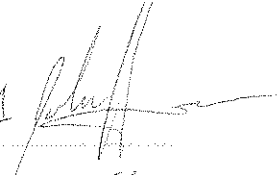
12. ALTERNATE COMPUTATION FOR ADVANCES ONLY

|  |         |
|--|---------|
| a. Estimated Federal cash outlays that will be made during period covered by the advance | \$      |
| b. Less: Estimated balance of Federal cash on hand as of beginning of advance period     |         |
| c. Amount requested (Line a minus line b)  | \$ 0.00 |

AUTHORIZED FOR LOCAL REPRODUCTION

(Continued on Reverse)

STANDARD FORM 270 (Rev. 7-97)  
 Prescribed by OMB Circulars A-102 and A-110

Action #1  
  
 USAEC

13.

## CERTIFICATION

I certify that to the best of my knowledge and belief the data on the reverse are correct and that all outlays were made in accordance with the grant conditions or other agreement and that payment is due and has not been previously requested.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL



DATE REQUEST SUBMITTED

March 7, 2007

TYPED OR PRINTED NAME AND TITLE

BOARD OF COUNTY COMMISSIONERS OF EL PASO  
COUNTY COLORADO, DENNIS HISEY, CHAIR

TELEPHONE (AREA CODE, NUMBER, EXTENSION)

(719)520-6485

This space for agency use

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0004), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

07 March 2007

## INSTRUCTIONS

Please type or print legibly. Items 1, 3, 5, 9, 10, 11e, 11f, 11g, 11i, 12 and 13 are self-explanatory; specific instructions for other items are as follows:

| Item | Entry |
|------|-------|
|------|-------|

2 Indicate whether request is prepared on cash or accrued expenditure basis. All requests for advances shall be prepared on a cash basis.

4 Enter the Federal grant number, or other identifying number assigned by the Federal sponsoring agency. If the advance or reimbursement is for more than one grant or other agreement, insert N/A; then, show the aggregate amounts. On a separate sheet, list each grant or agreement number and the Federal share of outlays made against the grant or agreement.

6 Enter the employer identification number assigned by the U.S. Internal Revenue Service, or the FICE (institution) code if requested by the Federal agency.

7 This space is reserved for an account number or other identifying number that may be assigned by the recipient.

8 Enter the month, day, and year for the beginning and ending of the period covered in this request. If the request is for an advance or for both an advance and reimbursement, show the period that the advance will cover. If the request is for reimbursement, show the period for which the reimbursement is requested.

Note: The Federal sponsoring agencies have the option of requiring recipients to complete items 11 or 12, but not both. Item 12 should be used when only a minimum amount of information is needed to make an advance and outlay information contained in item 11 can be obtained in a timely manner from other reports.

11 The purpose of the vertical columns (a), (b), and (c) is to provide space for separate cost breakdowns when a project has been planned and budgeted by program, function, or

| Item | Entry |
|------|-------|
|------|-------|

activity. If additional columns are needed, use as many additional forms as needed and indicate page number in space provided in upper right; however, the summary totals of all programs, functions, or activities should be shown in the "total" column on the first page.

11a Enter in "as of date," the month, day, and year of the ending of the accounting period to which this amount applies. Enter program outlays to date (net of refunds, rebates, and discounts), in the appropriate columns. For requests prepared on a cash basis, outlays are the sum of actual cash disbursements for goods and services, the amount of indirect expenses charged, the value of in-kind contributions applied, and the amount of cash advances and payments made to subcontractors and subrecipients. For requests prepared on an accrued expenditure basis, outlays are the sum of the actual cash disbursements, the amount of indirect expenses incurred, and the net increase (or decrease) in the amounts owed by the recipient for goods and other property received and for services performed by employees, contracts, subgrantees and other payees.

11b Enter the cumulative cash income received to date, if requests are prepared on a cash basis. For requests prepared on an accrued expenditure basis, enter the cumulative income earned to date. Under either basis, enter only the amount applicable to program income that was required to be used for the project or program by the terms of the grant or other agreement.

11d Only when making requests for advance payments, enter the total estimated amount of cash outlays that will be made during the period covered by the advance.

13 Complete the certification before submitting this request.

# EL PASO COUNTY

**OFFICE OF THE COUNTY ATTORNEY**  
CIVIL DIVISION

**JAY A. LAUER, Acting County Attorney**

Assistant County Attorneys

John N. Franklin  
M. Cole Emmons  
Lori L. Seago  
Andrew Gorgey

March 7, 2007

Defense Finance Accounting Service  
DFAS-RI  
Rock Island Operating Location  
Building 68  
ATTN: DFAS-RI-AOV  
Rock Island, IL 61299-8401

Re: Rancho Colorado, Phase II, W911SR-07-2-0003  
Reimbursement – Purchase of an Option

To Whom It May Concern:

In furtherance of the Rancho Colorado, Phase II property acquisition, and in order to purchase an option for a one month extension from L.W.D., L.L.C. (February 28, - March 30, 2007) for a Second Amendment to Purchase Agreement, El Paso County issued Warrant No. 819919 in the amount of \$25,000.00 made payable to L.W.D., L.L.C. Allen D. Van Wyhe, Manager for L.W.D., L.L.C. picked up the check and signed for it on March 2, 2007.

El Paso County requests reimbursement of Twenty-five Thousand Dollars and No Cents (\$25,000.00). A Request for Advance or Reimbursement, Form No. 270, is attached. Please remit to El Paso County Board of County Commissioners of El Paso County, Colorado, 27 E. Vermijo Avenue, Colorado Springs, CO 80903, Federal ID No. 690840010. The Wire Instructions are as follows:

U.S. BANK  
6 South Tejon Street  
Colorado Springs, CO 80903

Name on Account: County of El Paso, County Treasurer  
Account Number: (b) (4)  
Bank Routing Number: (b) (4)

27 E. VERMJO AVENUE  
OFFICE: (719) 520-6485



COLORADO SPRINGS, CO 80903  
FAX: (719) 520-6487

I have attached copies of El Paso County's Warrant, a receipt from Allen D. Van Wyhe, a fully executed and recorded copy of a Second Amendment to Purchase Agreement, which was recorded in the records of the El Paso County Clerk and Recorder's Office at Reception No. 207027493 on February 28, 2007, and a copy of a letter from Thomas Warren to support El Paso County's request for reimbursement of the \$25,000.00.

Should you have any questions or require additional information, please do not hesitate to contact me at (b) (6)

Sincerely,

(b) (6)

Paralegal

Enclosure

cc: Lori Seago, Assistant County Attorney

CERTIFIED RECEIVING REPORT

Cooperative Agreement Number: W911SR-07-2-0003

Recipient: El Paso County, 27 E Vermijo Avenue, Colorado Springs, CO 80903

Description of Services: See attached invoice

Invoice Number: BVN 0003

Invoice Date: September 9, 2008

Invoice Amount: \$276,559.00

Approving Official Printed Name: Carol A. Edmead

Approving Official Phone: (410) 436-4388

Approving Official Title: Agreement Administrator

Approving Official Mailing Address:

U.S. Army Research, Development and Engineering Command  
Edgewood Contracting Division  
ATTN: AMSRD-ACC-E, Carol Edmead  
E4455 Leitzan Road  
Aberdeen Proving Ground, MD 21010-5401

I certify that funds are obligated to cover all services on the attached invoice, received on September 9, 2008 and accepted on September 10, 2008 .

SIGNATURE Carol A Edmead

CAROL A. EDMEAD  
Agreement Administrator

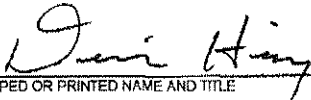
|  |  |   |   |
|--|--|---|---|
| <b>REQUEST FOR ADVANCE<br/>OR REIMBURSEMENT</b><br><br><i>(See instructions on back)</i>   |  | OMB APPROVAL NO.<br><b>0348-0004</b>  | PAGE <b>1</b> OF <b>2</b> PAGES   |
|  |  | 1. TYPE OF PAYMENT REQUESTED<br>a. "X" one or both boxes<br><input checked="" type="checkbox"/> <b>ADVANCE</b> <input type="checkbox"/> <b>REIMBURSEMENT</b><br>b. "X" the applicable box<br><input checked="" type="checkbox"/> <b>FINAL</b> <input type="checkbox"/> <b>PARTIAL</b> | 2. BASIS OF REQUEST<br><br><input checked="" type="checkbox"/> <b>CASH</b><br><br><input type="checkbox"/> <b>ACCRUAL</b> |
| 3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED<br><br><b>United States Army Environmental Command</b>   |  | 4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY<br><br><b>W911SR-07-2-0003</b>  | 5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST<br><br><b>BUN 0003</b>   |
| 6. EMPLOYER IDENTIFICATION NUMBER<br><br><b>690840010</b>  | 7. RECIPIENT'S ACCOUNT NUMBER OR IDENTIFYING NUMBER<br><br><b>DFAS-RI-AOV 31-1575142</b> | 8. PERIOD COVERED BY THIS REQUEST<br>FROM (month, day, year) <b>07/07/08</b> TO (month, day, year) <b>09/11/08</b>  |   |
| 9. RECIPIENT ORGANIZATION<br><br><b>Name: El Paso County BOCC of El Paso County, CO</b><br><br><b>Number and Street: 27 E. Vermijo Avenue</b><br><br><b>City, State and ZIP Code: Colorado Springs, CO 80903</b> |  | 10. PAYEE (Where check is to be sent if different than item 9)<br><br><b>Name:</b><br><br><b>Number and Street:</b><br><br><b>City, State and ZIP Code:</b>   |   |

| 11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED  |            |      |      |            |
|---|------------|------|------|------------|
| PROGRAMS/FUNCTIONS/ACTIVITIES   | (a)        | (b)  | (c)  | TOTAL      |
| a. Total program outlays to date <i>(As of date)</i>  | \$ 0.00    | \$   | \$   | \$ 0.00    |
| b. Less: Cumulative program income  | 0.00       |      |      | 0.00       |
| c. Net program outlays <i>(Line a minus line b)</i>   | 0.00       | 0.00 | 0.00 | 0.00       |
| d. Estimated net cash outlays for advance period  | 276,559.00 |      |      | 276,559.00 |
| e. Total <i>(Sum of lines c &amp; d)</i>  | 276,559.00 | 0.00 | 0.00 | 276,559.00 |
| f. Non-Federal share of amount on line e  | 0.00       |      |      | 0.00       |
| g. Federal share of amount on line e  | 276,559.00 |      |      | 276,559.00 |
| h. Federal payments previously requested  | 0.00       |      |      | 0.00       |
| i. Federal share now requested <i>(Line g minus line h)</i>   | 276,559.00 | 0.00 | 0.00 | 276,559.00 |
| j. Advances required by month, when requested by Federal grantor agency for use in making prescheduled advances | 1st month  |      |      | 0.00       |
|   | 2nd month  |      |      | 0.00       |
|   | 3rd month  |      |      | 0.00       |

|  |         |
|--|---------|
| 12. ALTERNATE COMPUTATION FOR ADVANCES ONLY  |         |
| a. Estimated Federal cash outlays that will be made during period covered by the advance | \$      |
| b. Less: Estimated balance of Federal cash on hand as of beginning of advance period     |         |
| c. Amount requested <i>(Line a minus line b)</i>   | \$ 0.00 |

Approved: **(b) (6)** 10 September 2008  
 Cooperative Agreement Manager

## CERTIFICATION

|  |  |  |
|--|--|--|
| I certify that to the best of my knowledge and belief the data on the reverse are correct and that all outlays were made in accordance with the grant conditions or other agreement and that payment is due and has not been previously requested. | SIGNATURE OR AUTHORIZED CERTIFYING OFFICIAL<br> | DATE REQUEST SUBMITTED<br>September 9, 2008                |
|  | TYPED OR PRINTED NAME AND TITLE<br>Dennis Hisey, Chair<br>Board of County Commissioners of El Paso County, Colorado              | TELEPHONE (AREA CODE, NUMBER, EXTENSION)<br>(719) 520-6485 |

This space for age

(b) (6)

10 Sep 2008 - Approved

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0004), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

## INSTRUCTIONS

Please type or print legibly. Items 1, 3, 5, 9, 10, 11e, 11f, 11g, 11i, 12 and 13 are self-explanatory; specific instructions for other items are as follows:

| Item  | Entry  | Item | Entry   |
|-------|--|------|---|
| 2     | Indicate whether request is prepared on cash or accrued expenditure basis. All requests for advances shall be prepared on a cash basis.  |      | activity. If additional columns are needed, use as many additional forms as needed and indicate page number in space provided in upper right; however, the summary totals of all programs, functions, or activities should be shown in the "total" column on the first page.  |
| 4     | Enter the Federal grant number, or other identifying number assigned by the Federal sponsoring agency. If the advance or reimbursement is for more than one grant or other agreement, insert N/A; then, show the aggregate amounts. On a separate sheet, list each grant or agreement number and the Federal share of outlays made against the grant or agreement. | 11a  | Enter in "as of date," the month, day, and year of the ending of the accounting period to which this amount applies. Enter program outlays to date (net of refunds, rebates, and discounts), in the appropriate columns. For requests prepared on a cash basis, outlays are the sum of actual cash disbursements for goods and services, the amount of indirect expenses charged, the value of in-kind contributions applied, and the amount of cash advances and payments made to subcontractors and subrecipients. For requests prepared on an accrued expenditure basis, outlays are the sum of the actual cash disbursements, the amount of indirect expenses incurred, and the net increase (or decrease) in the amounts owed by the recipient for goods and other property received and for services performed by employees, contracts, subgrantees and other payees. |
| 6     | Enter the employer identification number assigned by the U.S. Internal Revenue Service, or the FICE (institution) code if requested by the Federal agency.   | 11b  | Enter the cumulative cash income received to date, if requests are prepared on a cash basis. For requests prepared on an accrued expenditure basis, enter the cumulative income earned to date. Under either basis, enter only the amount applicable to program income that was required to be used for the project or program by the terms of the grant or other agreement.  |
| 7     | This space is reserved for an account number or other identifying number that may be assigned by the recipient.  | 11d  | Only when making requests for advance payments, enter the total estimated amount of cash outlays that will be made during the period covered by the advance.  |
| 8     | Enter the month, day, and year for the beginning and ending of the period covered in this request. If the request is for an advance or for both an advance and reimbursement, show the period that the advance will cover. If the request is for reimbursement, show the period for which the reimbursement is requested.  | 13   | Complete the certification before submitting this request.  |
| Note: | The Federal sponsoring agencies have the option of requiring recipients to complete items 11 or 12, but not both. Item 12 should be used when only a minimum amount of information is needed to make an advance and outlay information contained in item 11 can be obtained in a timely manner from other reports.   |      |   |
| 11    | The purpose of the vertical columns (a), (b), and (c) is to provide space for separate cost breakdowns when a project has been planned and budgeted by program, function, or   |      |   |

CERTIFIED RECEIVING REPORT

Cooperative Agreement Number: W911SR-07-2-0003

Recipient: El Paso County, 27 E Vermijo Avenue, Colorado Springs, CO 80903

Description of Services: See attached invoice

Invoice Number: BVN 0004

Invoice Date: December 8, 2008

Invoice Amount: \$369,936.00

Approving Official Printed Name: Carol A. Edmead

Approving Official Phone: (410) 436-4388

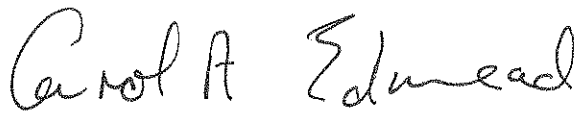
Approving Official Title: Agreement Administrator

Approving Official Mailing Address:

U.S. Army Research, Development and Engineering Command  
Edgewood Contracting Division  
ATTN: AMSRD-ACC-E, Carol Edmead  
E4455 Leitzan Road  
Aberdeen Proving Ground, MD 21010-5401

I certify that funds are obligated to cover all services on the attached invoice, received on December 18, 2008 and accepted on December 18, 2008 .

SIGNATURE



CAROL A. EDMEAD  
Agreement Administrator

|  |   |  |   |                |
|--|---|--|---|----------------|
| <b>REQUEST FOR ADVANCE<br/>OR REIMBURSEMENT</b><br><br><i>(See instructions on back)</i> | OMB APPROVAL NO.<br><b>0348-0004</b>  |  | PAGE<br><b>1</b>  | OF<br><b>2</b> |
|  | 1. TYPE OF PAYMENT REQUESTED<br>a. "X" one or both boxes<br><input checked="" type="checkbox"/> <b>ADVANCE</b> <input type="checkbox"/> <b>REIMBURSEMENT</b><br>b. "X" the applicable box<br><input checked="" type="checkbox"/> <b>FINAL</b> <input type="checkbox"/> <b>PARTIAL</b> |  | 2. BASIS OF REQUEST<br><input checked="" type="checkbox"/> <b>CASH</b><br><input type="checkbox"/> <b>ACCRUAL</b> |                |

|  |  |   |
|--|--|---|
| 3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED<br><br><b>United States Army Environmental Command</b> | 4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY<br><br><b>W911SR-07-2-0003</b> | 5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST<br><br><b>BUN 0004</b> |
|--|--|---|

|   |  |   |  |
|---|--|---|--|
| 6. EMPLOYER IDENTIFICATION NUMBER<br><b>690840010</b> | 7. RECIPIENT'S ACCOUNT NUMBER OR IDENTIFYING NUMBER<br><b>DFAS-RI-AOV 31-1575142</b> | 8. PERIOD COVERED BY THIS REQUEST         |  |
|   |  | FROM (month, day, year)<br><b>9/11/08</b> | TO (month, day, year)<br><b>12/18/08</b> |

|  |  |
|--|--|
| 9. RECIPIENT ORGANIZATION<br><br>Name: <b>El Paso County BOCC of El Paso County, CO</b><br><br>Number and Street: <b>27 E. Vermijo Avenue</b><br><br>City, State and ZIP Code: <b>Colorado Springs, CO 80903</b> | 10. PAYEE (Where check is to be sent if different than item 9)<br><br>Name:<br><br>Number and Street:<br><br>City, State and ZIP Code: |
|--|--|

**11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED**

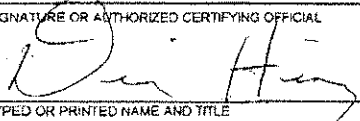
| PROGRAMS/FUNCTIONS/ACTIVITIES   | (a)        | (b)  | (c)  | TOTAL      |
|---|------------|------|------|------------|
| a. Total program outlays to date <i>(As of date)</i>  | \$ 0.00    | \$   | \$   | \$ 0.00    |
| b. Less: Cumulative program income  | 0.00       |      |      | 0.00       |
| c. Net program outlays <i>(Line a minus line b)</i>   | 0.00       | 0.00 | 0.00 | 0.00       |
| d. Estimated net cash outlays for advance period  | 369,936.00 |      |      | 369,936.00 |
| e. Total <i>(Sum of lines c &amp; d)</i>  | 369,936.00 | 0.00 | 0.00 | 369,936.00 |
| f. Non-Federal share of amount on line e  | 0.00       |      |      | 0.00       |
| g. Federal share of amount on line e  | 369,936.00 |      |      | 369,936.00 |
| h. Federal payments previously requested  | 0.00       |      |      | 0.00       |
| i. Federal share now requested <i>(Line g minus line h)</i>   | 369,936.00 | 0.00 | 0.00 | 369,936.00 |
| j. Advances required by month, when requested by Federal grantor agency for use in making prescheduled advances | 1st month  |      |      | 0.00       |
|   | 2nd month  |      |      | 0.00       |
|   | 3rd month  |      |      | 0.00       |

**12. ALTERNATE COMPUTATION FOR ADVANCES ONLY**

|  |         |
|--|---------|
| a. Estimated Federal cash outlays that will be made during period covered by the advance | \$      |
| b. Less: Estimated balance of Federal cash on hand as of beginning of advance period     |         |
| c. Amount requested <i>(Line a minus line b)</i>   | \$ 0.00 |

13.

**CERTIFICATION**

|  |  |  |
|--|--|--|
| I certify that to the best of my knowledge and belief the data on the reverse are correct and that all outlays were made in accordance with the grant conditions or other agreement and that payment is due and has not been previously requested. | SIGNATURE OR AUTHORIZED CERTIFYING OFFICIAL<br> | DATE REQUEST SUBMITTED<br>December 18, 2008                |
|  | TYPED OR PRINTED NAME AND TITLE<br>Dennis Hisay, Chair<br>Board of County Commissioners of El Paso County, Colorado              | TELEPHONE (AREA CODE, NUMBER, EXTENSION)<br>(719) 520-6485 |

This space for agency use (b) (6)

*Cooperative Agreement Manager*

*Approved 18 Dec 08*

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0004), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**INSTRUCTIONS**

Please type or print legibly. Items 1, 3, 5, 9, 10, 11e, 11f, 11g, 11i, 12 and 13 are self-explanatory; specific instructions for other items are as follows:

| Item  | Entry  | Item   | Entry   |
|-------|--|--|---|
| 2     | Indicate whether request is prepared on cash or accrued expenditure basis. All requests for advances shall be prepared on a cash basis.  |  |   |
| 4     | Enter the Federal grant number, or other identifying number assigned by the Federal sponsoring agency. If the advance or reimbursement is for more than one grant or other agreement, insert N/A; then, show the aggregate amounts. On a separate sheet, list each grant or agreement number and the Federal share of outlays made against the grant or agreement. |  |   |
| 6     | Enter the employer identification number assigned by the U.S. Internal Revenue Service, or the FICE (institution) code if requested by the Federal agency.   |  |   |
| 7     | <i>This space is reserved for an account number or other identifying number that may be assigned by the recipient.</i>   |  |   |
| 8     | Enter the month, day, and year for the beginning and ending of the period covered in this request. If the request is for an advance or for both an advance and reimbursement, show the period that the advance will cover. If the request is for reimbursement, show the period for which the reimbursement is requested.  |  |   |
| Note: | The Federal sponsoring agencies have the option of requiring recipients to complete items 11 or 12, but not both. Item 12 should be used when only a minimum amount of information is needed to make an advance and outlay information contained in item 11 can be obtained in a timely manner from other reports.   |  |   |
| 11    | The purpose of the vertical columns (a), (b), and (c) is to provide space for separate cost breakdowns when a project has been planned and budgeted by program, function, or   | activity. If additional columns are needed, use as many additional forms as needed and indicate page number in space provided in upper right; however, the summary totals of all programs, functions, or activities should be shown in the "total" column on the first page. |   |
|       |  | 11a  | Enter in "as of date," the month, day, and year of the ending of the accounting period to which this amount applies. Enter program outlays to date (net of refunds, rebates, and discounts), in the appropriate columns. For requests prepared on a cash basis, outlays are the sum of actual cash disbursements for goods and services, the amount of indirect expenses charged, the value of in-kind contributions applied, and the amount of cash advances and payments made to subcontractors and subrecipients. For requests prepared on an accrued expenditure basis, outlays are the sum of the actual cash disbursements, the amount of indirect expenses incurred, and the net increase (or decrease) in the amounts owed by the recipient for goods and other property received and for services performed by employees, contracts, subgrantees and other payees. |
|       |  | 11b  | Enter the cumulative cash income received to date, if requests are prepared on a cash basis. For requests prepared on an accrued expenditure basis, enter the cumulative income earned to date. Under either basis, enter only the amount applicable to program income that was required to be used for the project or program by the terms of the grant or other agreement.  |
|       |  | 11d  | Only when making requests for advance payments, enter the total estimated amount of cash outlays that will be made during the period covered by the advance.  |
|       |  | 13   | Complete the certification before submitting this request.  |

CERTIFIED RECEIVING REPORT

Cooperative Agreement Number: W911SR-07-2-0003

Recipient: El Paso County, 27 E Vermijo Avenue, Colorado Springs, CO 80903

Description of Services: See attached invoice

Invoice Number: BVN 0005

Invoice Date: 15 July 2009

Invoice Amount: \$696,418.00

Approving Official Printed Name: Carol A. Edmead

Approving Official Phone: (410) 436-4388

Approving Official Title: Agreement Administrator

Approving Official Mailing Address:

U.S. Army Research, Development and Engineering Command  
Edgewood Contracting Division  
ATTN: CCRD -ED, Carol Edmead  
E4455 Leitzan Road  
Aberdeen Proving Ground, MD 21010-5401

I certify that funds are obligated to cover all services on the attached invoice, received on July 15, 2009 and accepted on July 20, 2009 .

SIGNATURE



CAROL A. EDMEAD  
Agreement Administrator

|  |  |   |   |  |
|--|--|---|---|--|
| <b>REQUEST FOR ADVANCE OR REIMBURSEMENT</b><br>(See instructions on back)  |  | OMB APPROVAL NO.<br><b>0348-0004</b>  |   | PAGE <b>1</b> OF <b>2</b> PAGES                                      |
|  |  | 1. TYPE OF PAYMENT REQUESTED<br>a. "X" one or both boxes<br><input checked="" type="checkbox"/> <b>ADVANCE</b> <input type="checkbox"/> <b>REIMBURSEMENT</b><br>b. "X" the applicable box<br><input checked="" type="checkbox"/> <b>FINAL</b> <input type="checkbox"/> <b>PARTIAL</b> | 2. BASIS OF REQUEST<br><input checked="" type="checkbox"/> <b>CASH</b><br><input type="checkbox"/> <b>ACCRUAL</b> |  |
| 3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED<br><b>United States Army Environmental Command</b>   |  | 4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY<br><b>W911SR-07-2-0003</b>  |   | 5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST<br><b>BVN0005</b> |
| 6. EMPLOYER IDENTIFICATION NUMBER<br><b>690840010</b>  | 7. RECIPIENT'S ACCOUNT NUMBER OR IDENTIFYING NUMBER<br><b>DFAS-RI-AOV 31-1575142</b> | 8. PERIOD COVERED BY THIS REQUEST<br>FROM (month, day, year) <b>01/01/09</b> TO (month, day, year) <b>08/31/09</b>  |   |  |
| 9. RECIPIENT ORGANIZATION<br><br><b>Name: El Paso County BOCC of El Paso County, CO</b><br><br><b>Number and Street: 27 E. Vermijo Avenue</b><br><br><b>City, State and ZIP Code: Colorado Springs, CO 80903</b> |  | 10. PAYEE (Where check is to be sent if different than item 9)<br><br><b>Name:</b><br><br><b>Number and Street:</b><br><br><b>City, State and ZIP Code:</b>   |   |  |

| 11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED  |            |      |      |            |
|---|------------|------|------|------------|
| PROGRAMS/FUNCTIONS/ACTIVITIES   | (a)        | (b)  | (c)  | TOTAL      |
| a. Total program outlays to date (As of date)   | \$ 0.00    | \$   | \$   | \$ 0.00    |
| b. Less: Cumulative program income  | 0.00       |      |      | 0.00       |
| c. Net program outlays (Line a minus line b)  | 0.00       | 0.00 | 0.00 | 0.00       |
| d. Estimated net cash outlays for advance period  | 696,418.06 |      |      | 696,418.06 |
| e. Total (Sum of lines c & d)   | 696,418.06 | 0.00 | 0.00 | 696,418.06 |
| f. Non-Federal share of amount on line e  | 0.00       |      |      | 0.00       |
| g. Federal share of amount on line e  | 696,418.06 |      |      | 696,418.06 |
| h. Federal payments previously requested  | 0.00       |      |      | 0.00       |
| i. Federal share now requested (Line g minus line h)  | 696,418.06 | 0.00 | 0.00 | 696,418.06 |
| j. Advances required by month, when requested by Federal grantor agency for use in making prescheduled advances | 1st month  |      |      | 0.00       |
|   | 2nd month  |      |      | 0.00       |
|   | 3rd month  |      |      | 0.00       |

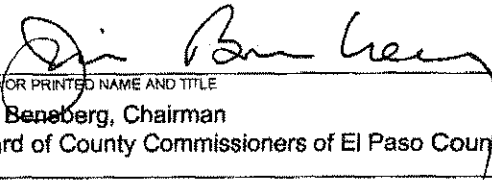
|  |         |
|--|---------|
| 12. ALTERNATE COMPUTATION FOR ADVANCES ONLY  |         |
| a. Estimated Federal cash outlays that will be made during period covered by the advance | \$      |
| b. Less: Estimated balance of Federal cash on hand as of beginning of advance period     |         |
| c. Amount requested (Line a minus line b)  | \$ 0.00 |

**(b) (6)**

*Approved 20 July 09*

*Cooperative Agreement Manager - W911SR-07-0003*

## CERTIFICATION

|  |   |   |
|--|---|---|
| I certify that to the best of my knowledge and belief the data on the reverse are correct and that all outlays were made in accordance with the grant conditions or other agreement and that payment is due and has not been previously requested. | SIGNATURE OR AUTHORIZED CERTIFYING OFFICIAL<br> | DATE REQUEST SUBMITTED<br>July 15, 2009                   |
|  | TYPED OR PRINTED NAME AND TITLE<br>Jim Bensberg, Chairman<br>Board of County Commissioners of El Paso County, Colorado            | TELEPHONE (AREA CODE, NUMBER, EXTENSION)<br>(719)520-6485 |

This space for agency use

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0004), Washington, DC 20503.

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## INSTRUCTIONS

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| Item  | Entry  | Item | Entry   |
|-------|--|------|---|
| 2     | Indicate whether request is prepared on cash or accrued expenditure basis. All requests for advances shall be prepared on a cash basis.  |      | activity. If additional columns are needed, use as many additional forms as needed and indicate page number in space provided in upper right; however, the summary totals of all programs, functions, or activities should be shown in the "total" column on the first page.  |
| 4     | Enter the Federal grant number, or other identifying number assigned by the Federal sponsoring agency. If the advance or reimbursement is for more than one grant or other agreement, insert N/A; then, show the aggregate amounts. On a separate sheet, list each grant or agreement number and the Federal share of outlays made against the grant or agreement. | 11a  | Enter in "as of date," the month, day, and year of the ending of the accounting period to which this amount applies. Enter program outlays to date (net of refunds, rebates, and discounts), in the appropriate columns. For requests prepared on a cash basis, outlays are the sum of actual cash disbursements for goods and services, the amount of indirect expenses charged, the value of in-kind contributions applied, and the amount of cash advances and payments made to subcontractors and subrecipients. For requests prepared on an accrued expenditure basis, outlays are the sum of the actual cash disbursements, the amount of indirect expenses incurred, and the net increase (or decrease) in the amounts owed by the recipient for goods and other property received and for services performed by employees, contracts, subgrantees and other payees. |
| 6     | Enter the employer identification number assigned by the U.S. Internal Revenue Service, or the FICE (institution) code if requested by the Federal agency.   | 11b  | Enter the cumulative cash income received to date, if requests are prepared on a cash basis. For requests prepared on an accrued expenditure basis, enter the cumulative income earned to date. Under either basis, enter only the amount applicable to program income that was required to be used for the project or program by the terms of the grant or other agreement.  |
| 7     | This space is reserved for an account number or other identifying number that may be assigned by the recipient.  | 11d  | Only when making requests for advance payments, enter the total estimated amount of cash outlays that will be made during the period covered by the advance.  |
| 8     | Enter the month, day, and year for the beginning and ending of the period covered in this request. If the request is for an advance or for both an advance and reimbursement, show the period that the advance will cover. If the request is for reimbursement, show the period for which the reimbursement is requested.  | 13   | Complete the certification before submitting this request.  |
| Note: | The Federal sponsoring agencies have the option of requiring recipients to complete items 11 or 12, but not both. Item 12 should be used when only a minimum amount of information is needed to make an advance and outlay information contained in item 11 can be obtained in a timely manner from other reports.   |      |   |
| 11    | The purpose of the vertical columns (a), (b), and (c) is to provide space for separate cost breakdowns when a project has been planned and budgeted by program, function, or   |      |   |

CERTIFIED RECEIVING REPORT

Cooperative Agreement Number: W911SR-07-2-0003

Recipient: El Paso County, 27 E Vermijo Avenue, Colorado Springs, CO 80903

Description of Services: See attached invoice

Invoice Number: BVN 0006

Invoice Date: October 14, 2010

Invoice Amount: \$108,208.00

Approving Official Printed Name: Ruby Mixon

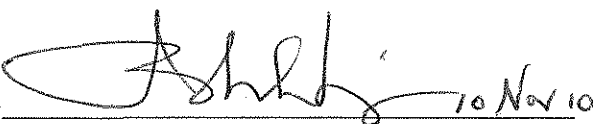
Approving Official Phone: (410) 436-4192

Approving Official Title: Agreement Administrator

Approving Official Mailing Address:

U.S. Army Research, Development and Engineering Command  
Edgewood Contracting Division  
ATTN: CCRD-ED, Ruby Mixon  
E4455 Leitzan Road  
Aberdeen Proving Ground, MD 21010-5401

I certify that funds are obligated to cover all services on the attached invoice, received on October 20, 2010 and accepted on October 26, 2010.

SIGNATURE  10 Nov 10

RUBY MIXON  
Agreement Administrator

**REQUEST FOR ADVANCE  
OR REIMBURSEMENT**

(See instructions on back)

OMB APPROVAL NO. 0348-0004 PAGE 1 OF 2 PAGES

1. TYPE OF PAYMENT REQUESTED  
 a. "X" one or both boxes  
 ADVANCE  REIMBURSEMENT  
 b. "X" the applicable box  
 FINAL  PARTIAL  
 2. BASIS OF REQUEST  
 CASH  
 ACCRUAL

3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED  
 United States Army Environmental Command  
 4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY  
 W911SR-07-2-0003  
 5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST  
 BVN 0006

6. EMPLOYER IDENTIFICATION NUMBER  
 690840010  
 7. RECIPIENT'S ACCOUNT NUMBER OR IDENTIFYING NUMBER  
 DFAS-RI-AOV 31-1575142  
 8. PERIOD COVERED BY THIS REQUEST  
 FROM (month, day, year) 01/01/10 TO (month, day, year) 12/01/10

9. RECIPIENT ORGANIZATION  
 Name: El Paso County BOCC of El Paso County, CO  
 Number and Street: 27 E. Vermijo Avenue  
 City, State and ZIP Code: Colorado Springs, CO 80903  
 10. PAYEE (Where check is to be sent if different than item 9)  
 Name:  
 Number and Street:  
 City, State and ZIP Code:

**11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED**

| PROGRAMS/FUNCTIONS/ACTIVITIES   | (a)<br>New | (b)<br>Old      | (c)  | TOTAL           |
|---|------------|-----------------|------|-----------------|
|   |            |                 |      |                 |
| a. Total program outlays to date (As of date) 10-14-10  | \$ 0.00    | \$ 3,533,483.06 | \$   | \$ 3,533,483.06 |
| b. Less: Cumulative program income  | 0.00       | 0.00            |      | 0.00            |
| c. Net program outlays (Line a minus line b)  | 0.00       | 3,533,483.06    | 0.00 | 3,533,483.06    |
| d. Estimated net cash outlays for advance period  | 108,208.00 | 0.00            |      | 108,208.00      |
| e. Total (Sum of lines c & d)   | 108,208.00 | 3,533,483.06    | 0.00 | 3,641,691.06    |
| f. Non-Federal share of amount on line e  | 0.00       | 0.00            |      | 0.00            |
| g. Federal share of amount on line e  | 108,208.00 | 3,533,483.06    |      | 3,641,691.06    |
| h. Federal payments previously requested  | 0.00       | 3,533,483.06    |      | 3,533,483.06    |
| i. Federal share now requested (Line g minus line h)  | 108,208.00 | 0.00            | 0.00 | 108,208.00      |
| j. Advances required by month, when requested by Federal grantor agency for use in making prescheduled advances |            |                 |      |                 |
| 1st month   |            |                 |      | 0.00            |
| 2nd month   |            |                 |      | 0.00            |
| 3rd month   |            |                 |      | 0.00            |

**12. ALTERNATE COMPUTATION FOR ADVANCES ONLY**

a. Estimated Federal cash outlays that will be made during period covered by the advance \$  
 b. Less: Estimated balance of Federal cash on hand as of beginning of advance period  
 c. Amount requested (Line a minus line b) \$ 0.00

13.

## CERTIFICATION

I certify that to the best of my knowledge and belief the data on the reverse are correct and that all outlays were made in accordance with the grant conditions or other agreement and that payment is due and has not been previously requested.

SIGNATURE OR AUTHORIZED CERTIFYING OFFICIAL



TYPED OR PRINTED NAME AND TITLE

Dennis Hisey, Chair  
Board of County Commissioners of El Paso County, Colorado

DATE REQUEST SUBMITTED

October 14, 2010

TELEPHONE (AREA CODE, NUMBER, EXTENSION)

(719)520-6485

This space for agency use

Rec'd 20 Oct 2010 USAEC  
Approved 26 Oct 2010

(b) (6)

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0004), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

## INSTRUCTIONS

Please type or print legibly. Items 1, 3, 5, 9, 10, 11a, 11f, 11g, 11i, 12 and 13 are self-explanatory; specific instructions for other items are as follows:

| Item  | Entry   | Item   | Entry |
|-------|---|--|-------|
| 2     | Indicate whether request is prepared on cash or accrued expenditure basis. All requests for advances shall be prepared on a cash basis.   |  |       |
| 4     | Enter the Federal grant number, or other identifying number assigned by the Federal sponsoring agency. If the advance or reimbursement is for more than one grant or other agreement, insert N/A; then, show the aggregate amounts. On a separate sheet, list each grant or agreement number and the Federal share of outlays made against the grant or agreement.  |  |       |
| 6     | Enter the employer identification number assigned by the U.S. Internal Revenue Service, or the FICE (institution) code if requested by the Federal agency.  |  |       |
| 7     | This space is reserved for an account number or other identifying number that may be assigned by the recipient.   |  |       |
| 8     | Enter the month, day, and year for the beginning and ending of the period covered in this request. If the request is for an advance or for both an advance and reimbursement, show the period that the advance will cover. If the request is for reimbursement, show the period for which the reimbursement is requested.   |  |       |
| Note: | The Federal sponsoring agencies have the option of requiring recipients to complete items 11 or 12, but not both. Item 12 should be used when only a minimum amount of information is needed to make an advance and outlay information contained in item 11 can be obtained in a timely manner from other reports.  |  |       |
| 11    | The purpose of the vertical columns (a), (b), and (c) is to provide space for separate cost breakdowns when a project has been planned and budgeted by program, function, or  |  |       |
|       |   | activity. If additional columns are needed, use as many additional forms as needed and indicate page number in space provided in upper right; however, the summary totals of all programs, functions, or activities should be shown in the "total" column on the first page. |       |
| 11a   | Enter in "as of date," the month, day, and year of the ending of the accounting period to which this amount applies. Enter program outlays to date (net of refunds, rebates, and discounts), in the appropriate columns. For requests prepared on a cash basis, outlays are the sum of actual cash disbursements for goods and services, the amount of indirect expenses charged, the value of in-kind contributions applied, and the amount of cash advances and payments made to subcontractors and subrecipients. For requests prepared on an accrued expenditure basis, outlays are the sum of the actual cash disbursements, the amount of indirect expenses incurred, and the net increase (or decrease) in the amounts owed by the recipient for goods and other property received and for services performed by employees, contracts, subgrantees and other payees. |  |       |
| 11b   | Enter the cumulative cash income received to date, if requests are prepared on a cash basis. For requests prepared on an accrued expenditure basis, enter the cumulative income earned to date. Under either basis, enter only the amount applicable to program income that was required to be used for the project or program by the terms of the grant or other agreement.  |  |       |
| 11d   | Only when making requests for advance payments, enter the total estimated amount of cash outlays that will be made during the period covered by the advance.  |  |       |
| 13    | Complete the certification before submitting this request.  |  |       |

Purchase Property from Rancho Colorado subdivision to create buffer zone for Fort  
Carson

James M. Brandon and Nichole E. Schreffler  
Lot 56, Pioneer Village Filing No. 1 – 6.6 acres  
6517 Water Barrel View  
Pueblo, Colorado

Michael P. Bruson  
Lot 17, Indian Village, Filing 3 – 6.4  
Lot 71 Pioneer Village Fig 1 – 6.2 acres  
6751 Water Barrel View  
Pueblo, Colorado  
& 19482 Raton Ht a/k/a 6790 Indian Village  
Pueblo, Colorado

LWD, LLC  
Lot 61, Pioneer Village Filing No. 2 – 14 acres  
17290 Vigilante View  
Colorado Springs, CO

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# EL PASO COUNTY



OFFICE OF THE COUNTY ATTORNEY  
CIVIL DIVISION

Assistant County Attorneys

M. Cole Emmons

Lori L. Seago

Andrew C. Gorgey

Amy R. Folsom

William H. Louis, County Attorney

John N. Franklin, *Of Counsel*

September 9, 2010

El Paso County  
27 E. Vermijo  
Colorado Springs, CO 80903

## MEMORANDUM FOR RECORD

SUBJECT: Invoice #1 for 2010 Rancho Colorado Purchases

### 1. Description of Action:

Per the terms of the Cooperative Agreement, this invoice covers expenses required to meet El Paso County's obligations for the ACUB program. Funds for this Advance will be used to purchase fee simple on parcels located within Rancho Colorado.

### 2. Parcel Descriptions:

- 1) Lot 56, Pioneer Village Filing No. 1  
6517 Water Barrel View  
6.6 acres
- 2) Lot 71, Pioneer Village Filing No. 1  
6751 Water Barrel View  
6.2 acres
- 3) Lot 61, Pioneer Village Filing No. 2  
17290 Vigilante View  
14 acres
- 4) Lot 17, Indian Village Filing No. 3  
Rancho Colorado Blvd.  
6.4 acres

All located in El Paso County, Colorado.

27 E. VERMIO AVENUE  
OFFICE: (719) 520-6485



COLORADO SPRINGS, CO 80903  
FAX: (719) 520-6487

3. Costs: [Document all costs to the extent possible regardless of whether or not requesting reimbursement]

| Itemized Parcel Costs   |   |               |                            |                            |
|---|---|---------------|----------------------------|----------------------------|
| Itemized by Parcel No. in #2 above                            |   |               |                            |                            |
| Activity / Task   | Military Funding  | Parma Funding | Other Funding #1 (Specify) | Other Funding #2 (Specify) |
| Pre Acquisition Cost  | \$3565  | \$1200        | \$0                        | \$0                        |
| Attorney's Fees (Legal Review, Development of Easement, etc.) | \$0   | \$800         | \$0                        | \$0                        |
| Appraisal   | \$465<br>\$155 Parcel 1<br>\$155 Parcels 2, 4<br>\$155 Parcel 3             | \$0           | \$0                        | \$0                        |
| Due Diligence (Phase 1 Environmental Assessment)              | \$3100<br>\$1550 Parcels 1,2,3<br>\$1550 Parcel 4                           | \$0           | \$0                        | \$0                        |
| Staff Hours   | \$0   | \$400         | \$0                        | \$0                        |
| Acquisition Cost  | \$102,000   | \$0           | \$0                        | \$0                        |
| Purchase Price / Sales Price of Interest (Option Purchases)   | \$102,000<br>\$21,000 Parcel 1<br>\$39,000 Parcels 2,4<br>\$42,000 Parcel 3 | \$0           | \$0                        | \$0                        |
| Recordation   | \$2643  | \$0           | \$0                        | \$0                        |
| Closing Fee   | \$680<br>\$220 Parcel 1<br>\$220 Parcels 2,4<br>\$220 Parcel 3              | \$0           | \$0                        | \$0                        |
| Title Insurance   | \$1983<br>\$587 Parcel 1<br>\$741 Parcels 2,4<br>\$655 Parcel 3             | \$0           | \$0                        | \$0                        |
| Settlement / Closing Costs                                    | \$0   | \$0           | \$0                        | \$0                        |
| Miscellaneous   | \$0   | \$0           | \$0                        | \$0                        |
| Sub Total   | \$108,208   | \$1200        | \$0                        | \$0                        |
| Total   |   | \$109,408     |                            |                            |

4. Funding Source: [Document value and source of resources considered part of the ACUB effort. Include additional description as appropriate]

| Parcel Name     | Acreage | Military    | Partner (Out of Pocket) *3 | Other (Name Source) | Total    |
|-----------------|---------|-------------|----------------------------|---------------------|----------|
| 1) Lot 56 PV1   | 6.5     | \$22,478 *1 | \$300                      |                     | \$22,778 |
| 2) Lot 71 PV1 & | 6.2     |             |                            |                     |          |
| 4) Lot 17 IV3   | 6.4     | \$41,150 *2 | \$600                      |                     | \$41750  |
| 3) Lot 61 PV2   | 14      | \$44,580    | \$300                      |                     | \$44,880 |
|                 |         |             |                            |                     |          |
|                 |         |             |                            |                     |          |

\*1. This figure includes 1/3 of the Phase I cost in the previous table.

\*2. This figure includes 2/3 of the Phase I cost in the previous table. The costs for these two lots have not been further separated as they are under the same ownership and thus, in many instances, only one fee was charged for a service performed for both lots.

\*3. This figure represents an equal distribution of the partner costs in the previous table, which costs were not separately calculated when the services were rendered.

| Source              | Funds to Date |
|---------------------|---------------|
| Army                | \$0           |
| DoD                 | \$0           |
| Partner             | \$1200        |
| Other (Name Source) | \$0           |
| Total               | \$1200        |

5. El Paso County point of contact for this action is Lori Seago ([loriseago@elpasoco.com](mailto:loriseago@elpasoco.com)). Fort Carson point of contact for this action is Wayne Thomas ([g.w.thomas@us.army.mil](mailto:g.w.thomas@us.army.mil)). US Army Environmental Command point of contact for this action is (b) (6)

FOR El Paso County:

*Lori L. Seago*  
 \_\_\_\_\_  
 Lori L. Seago  
 Assistant County Attorney  
 El Paso County Attorney's Office  
 27 E. Vernijo  
 Colorado Springs, CO 80903

(719) 520-7371

Encl: Standard Form 270 for Invoice #1

CF: Installation POC

Wayne Thomas

Chief, NEPA and Cultural Management Branch

HQ U.S. Army Garrison Fort Carson

1626 Ellis Street, Suite 200, Bldg 1118

Attn: DPW - ED

FT. Carson, CO 80913

## MEMORANDUM FOR RECORD

SUBJECT: W911SR-07-2-0003, Fort Carson/El Paso County \$522.14 credit, BVN 0006

1. (b) (6), ACUBS Coordinator for the Army Environmental Command (AEC), sent me a SF270 via email on October 7, 2010 for processing (b) (6), ACUBS Budget Analyst for the Army Environmental Command (AEC) provided me via email instructions on payment of invoice.
2. (b) (6) (AEC Budget) instructed to pay invoice BVN 0006 for cooperative agreement W911SR-07-2-0003 on October 12, 2010. BVN 0006 was to be paid against MIPR 7DDAT48046, JONO 7V2026, ACRN AA in the amount of \$522.12. While preparing the paperwork, I noticed there was a zero balance on the MIPR. I called (b) (6) to discuss this issue. I was told by (b) (6) there was a credit in the amount of \$522.14 against this MIPR. DFAS-Rock Island reimbursed DoD with a check # 05333860 in the amount of \$522.14 dated 24 April 2007, MIPR 7DDAT48046 on CA W911SR-07-2-0003.
3. BVN 0006 in the amount of \$522.14 was paid against MIPR 7DDAT48046, JONO 7V2026, ACRN AA October 2010. MIPR 7DDAT48046 now has a zero balance.
4. Paper work is attached to SF270 in the file.

(b) (6)

11/12/10

Purchasing Agent