AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Agreement; State of Colorado, Department of

Action Requested: County Manager Signature

Parties to the Agreement: State of Colorado DCJ & Gunnison County

Term Begins: **Term Ends:** **Grant Contract #:** 2012-DJ-15-008665-04-2

Summary:

County Manager original signature needed on 2 copies of grant agreement submitted on page 25. This JAG grant provides Restorative Justice services through Juvenile Services.

Fiscal Impact: No match required

Submitted by: Janet Reinman **Submitter's Email Address:** jreinman@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 10/19/2015

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok - gs

Reveiwed by: GUNCOUNTY1\gstuhr Discharge Date: 10/26/2015 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 10/27/2015

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted:

Agenda Date: 11/3/2015

Revised April 2015

Grant #	CMS #	CFDA #	State/Federal Award #
2012-DJ-15-008665-04-2	82864	16.738	2012-DJ-BX-0222

STATE OF COLORADO

Department of Public Safety, Division of Criminal Justice
GRANT AGREEMENT
with
Gunnison County

TABLE OF CONTENTS

1. PARTIES	2
2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY	2
3. RECITALS	2
4. DEFINITIONS	3
5. TERM	4
6. STATEMENT OF WORK	5
7. PAYMENTS TO GRANTEE	6
8. REPORTING - NOTIFICATION	7
9. GRANTEE RECORDS	8
10. CONFIDENTIAL INFORMATION - STATE RECORDS	10
11. CONFLICTS OF INTEREST	10
12. REPRESENTATIONS AND WARRANTIES	11
13. INSURANCE	12
14. BREACH	14
15. REMEDIES	14
16. NOTICES AND REPRESENTATIVES	17
17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE	18
18. GOVERNMENTAL IMMUNITY	18
19. STATEWIDE CONTRACT MANAGEMENT SYSTEM	18
20. GENERAL PROVISIONS	19
21. COLORADO SPECIAL PROVISIONS	22
22. SIGNATURE PAGE	25
EXHIBIT A1 – SPECIAL CONDITIONS	26
EXHIBIT A2 – GRANT REQUIREMENTS	30
EXHIBIT A3 – COLORADO SUPPLEMENTAL PROVISIONS FOR FFATA	34
EXHIBIT A4 – ADDITIONAL FEDERAL REQUIREMENTS	40
EXHIBIT B1 – STATEMENT OF WORK	56
EXHIBIT B2 – BUDGET AND BUDGET NARRATIVE	61
EXHIBIT C – SAMPLE OPTION LETTER	72
EXHIBIT D – SAMPLE GRANT FUNDING CHANGE LETTER	74
EXHIBIT E – SAMPLE CONTRACT AMENDMENT	76

1. PARTIES

This Grant Agreement (hereinafter called "Grant") is entered into by and between Gunnison County (hereinafter called "Grantee"), and the STATE OF COLORADO acting by and through the Department of Public Safety, Division of Criminal Justice (hereinafter called the "State or DCJ.").

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY

This Grant shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse Grantee for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date. Provided, however, that authorized Pre-award Costs incurred prior to the Effective Date may be submitted for reimbursement as provided in §7(B)(v) below.

3. RECITALS

A. Authority, Appropriation, and Approval

Authority to enter into this Grant exists in Colorado Revised Statute 24-33.5-503 and 507. Funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available pursuant to United States Department of Justice, Bureau of Justice Assistance, under federal statutory authority Title I of the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. 3701, et. Seq., as amended, and under applicable program rules and regulations established by the federal program office as referenced under CFDA number(s) 16.738 to the Colorado Division of Criminal Justice. A sufficient unencumbered balance thereof remains available for payment.
Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. Consideration

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

C. Purpose

The federal Justice Assistance Grant Program (JAG) allows agencies to support a broad range of activities to prevent and control crime based on their own local needs.

D. References

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

4. DEFINITIONS

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

A. Budget

"Budget" means the budget for the Work described in Exhibit B2 – Budget and Budget Narrative.

B. Equipment

"Equipment" means tangible, nonexpendable property with an acquisition cost of $5,000 or more and a useful life of more than one year. Software, regardless of cost, is not considered equipment.

C. Evaluation

"Evaluation" means the process of examining Grantee's Work and rating it based on criteria established in §6 and Exhibit B1 – Statement of Work.

D. Exhibits and other Attachments

The following are attached hereto and incorporated by reference herein: Exhibit A1 (Special Conditions), Exhibit A2 (Grant Requirements), Exhibit A3 (Colorado Supplemental Provisions for FFATA), Exhibit A4 (Additional Federal Requirements), Exhibit B1 (Statement of Work), Exhibit B2 (Budget and Budget Narrative), Exhibit C (Sample Option Letter), Exhibit D (Sample Grant Funding Change Letter), Exhibit E (Sample Contract Amendment).

E. Forms

"Forms" are a type of document with various different blank spaces for answers or information to document or request information and attached as exhibits or provided to the Grantee throughout the term of this grant. Forms will be periodically updated, changed, modified, adjusted, transformed, amended, or altered at the discretion of the State and provided to the Grantee to best meet the needs of the information being collected and recorded.

F. Goods

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

G. Grant

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

H. Grant Funds

"Grant Funds" means available funds payable by the State to Grantee pursuant to this Grant.

I. Grant Management System

"Grants Management System" (GMS) means any online electronic grant system used to solicit, apply, review, manage, and close out a grant. (Use of a GMS is established by the state agency or division managing the grant funds).

J. Party or Parties

"Party" means the State or Grantee and "Parties" means both the State and Grantee.

K. Program

"Program" means the grant program that provides the funding for this Grant.

L. Review

"Review" means examining Grantee's Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in §6 and Exhibit B1 – Statement of Work and Exhibit B2 – Budget and Budget Narrative.

M. Services

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

N. Subgrantee

"Subgrantee" means third-parties, if any, engaged by Grantee to aid in performance of its obligations.

O. Work

"Work" means the tasks and activities Grantee is required to perform to fulfill its obligations under this Grant and Exhibit B1 – Statement of Work, including the performance of the Services and delivery of the Goods.

P. Work Product

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

5. TERM

A. Initial Term-Work Commencement

Unless otherwise permitted in §2 above, the Parties respective performances under this Grant shall commence on the later of either the Effective Date or October 01, 2015. This Grant shall terminate on September 30, 2016 unless sooner terminated or further extended as specified elsewhere herein.

B. Two Month Extension

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

C. State's Option to Extend

The State may require continued performance for a period of 1 year at the same rates and same terms specified in the Grant. If the State exercises this option, it shall provide written notice to Grantee at least 30 days prior to the end of the current Grant term in a form substantially equivalent to Exhibit C – Sample Option Letter. If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Grant. The total duration of this Grant, including the exercise of any options under this clause, shall not exceed 5 years.

6. STATEMENT OF WORK

A. Completion

Grantee shall complete the Work and its other obligations as described herein and in Exhibit B1 – Statement of Work on or before September 30, 2016. The State shall not be liable to compensate Grantee for any Work performed prior to the Effective Date or after the termination of this Grant.

The State may increase or decrease the quantity of goods/services described Exhibits B1 – Statement of Work and B2 - Budget and Budget Narrative based upon the rates established in the Grant. If the State exercises the option, it will provide written notice to Grantee at least 15 days prior to the end of the current grant term in a form substantially equivalent to Exhibit C – Sample Option Letter. Delivery/performance of the goods/service shall continue at the same rates and terms. If exercised, the provisions of the Option Letter shall become part of and be incorporated into the original grant.

B. Goods and Services

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

C. Employees

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

7. PAYMENTS TO GRANTEE

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

A. Maximum Amount

The maximum amount payable under this Grant to Grantee by the State is $29,804, as determined by the State from available funds. Grantee agrees to provide any additional funds required for the successful completion of the Work. Payments to Grantee are limited to the unpaid obligated balance of the Grant as set forth in Exhibit B2 - Budget and Budget Narrative.

B. Payment

i. Advance, Interim and Final Payments

Any advance payment allowed under this Grant or in Exhibit B2 – Budget and Budget Narrative shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant or such Exhibit. Grantee shall initiate any payment requests by submitting payment requests to the State in the form and manner set forth and approved by the State. If a state agency or division is using a GMS, payment requests shall be submitted electronically by the Grantee and accepted electronically by the State within the system. The Grantee shall maintain all grant related records with original signatures on file within the Grantee's record and in accordance with requirements in §9.

ii. Interest

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

iii. Available Funds-Contingency-Termination

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

iv. Erroneous Payments

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

v. Retroactive Payments

[Does not apply to State Funded Programs] The State shall pay Pre-award Costs only if (1) the Federal Notice of Award allows reimbursement for Pre-award Costs by a Grantee or Subgrantee from Federal Funds or Matching Funds, or (2) the Pre-award Costs have been specifically detailed in Grantee's grant budget, authorized by the State and incorporated in the Budget for the Work described in Exhibit B2 - Budget and Budget Narrative. Any such retroactive payments shall comply with State Fiscal Rules and Grantee and any Subgrantees shall have complied with all federal laws, rules and regulations applicable to the Work before the State shall make such payments. Grantee shall initiate any retroactive payment request by submitting invoices to the State that set out Grantee's compliance with the provisions of this Grant.

C. Use of Funds

Grant Funds shall be used only for eligible costs identified herein and/or in the Budget.

8. REPORTING - NOTIFICATION

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

A. Performance, Progress, Personnel, and Funds

Grantee shall comply with all reporting requirements, if any, set forth in Exhibits A1- Special Conditions and A2- Grant Requirements and .

B. Litigation Reporting

Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Grant or which may affect Grantee's ability to perform its obligations hereunder, Grantee shall notify the State of such action and deliver copies of such pleadings to the State's principal representative as identified herein. If the State's principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of the Colorado Department of Public Safety.

C. Performance Outside the State of Colorado and/or the United States

[Not applicable if Grant Funds include any federal funds] Following the Effective Date, Grantee shall provide written notice to the State, in accordance with §16 (Notices and Representatives), within 20 days of the earlier to occur of Grantee's decision to perform, or its execution of an agreement with a Subgrantee to perform, Services outside the State of Colorado and/or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado and/or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations. All notices received by the State pursuant to this §8.C shall be posted on the Colorado Department of Personnel & Administration's website. Knowing failure by Grantee to provide notice to the State under this §8.C shall constitute a material breach of this Grant.

D. Noncompliance

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

E. Subgrants

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

9. GRANTEE RECORDS

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

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records (the Record Retention Period) until the last to occur of the following: (i) a period of seven years after the date this Grant is completed or terminated, or (ii) final payment is made hereunder, whichever is later, or (iii) for such further period as may be necessary to resolve any pending matters, or (iv) if an audit is occurring, or Grantee has received notice that an audit is pending, then until such audit has been completed and its findings have been resolved (the "Record Retention Period").

B. Inspection

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

C. Monitoring

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

D. Final Audit Report

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

10. CONFIDENTIAL INFORMATION-STATE RECORDS

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

A. Confidentiality

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

B. Notification

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

C. Use, Security, and Retention

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

D. Disclosure-Liability

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

11. CONFLICTS OF INTEREST

Grantee shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Grantee's obligations hereunder. Grantee acknowledges that with respect to this Grant, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations to the State hereunder. If a conflict or appearance exists, or if Grantee is uncertain whether a conflict or the appearance of a conflict of interest exists, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict constitutes a breach of this Grant.

12. REPRESENTATIONS AND WARRANTIES

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

A. Standard and Manner of Performance

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

B. Legal Authority – Grantee and Grantee's Signatory

Grantee warrants that it possesses the legal authority to enter into this Grant and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Grant, or any part thereof, and to bind Grantee to its terms. If requested by the State, Grantee shall provide the State with proof of Grantee's authority to enter into this Grant within 15 days of receiving such request.

C. Licenses, Permits, Etc.

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

13. INSURANCE

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

A. Grantee

i. Public Entities

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

ii. Non-Public Entities

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

B. Grantee and Subgrantees

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

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

ii. General Liability
Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: (a) $1,000,000 each occurrence; (b) $1,000,000 general aggregate; (c) $1,000,000 products and completed operations aggregate; and (d) $50,000 any one fire. If any aggregate limit is reduced below $1,000,000 because of claims made or paid, Subgrantee shall immediately obtain additional insurance to restore the full aggregate limit and furnish to Grantee a certificate or other document satisfactory to Grantee showing compliance with this provision.

iii. Automobile Liability
Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit.

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

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

vi. Cancellation
The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to the Grantee and Grantee shall forward such notice to the State in accordance with §16 (Notices and Representatives) within seven days of Grantee's receipt of such notice.

vii. Subrogation Waiver
All insurance policies in any way related to this Grant and secured and maintained by Grantee or its Subgrantees as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

C. Certificates

Grantee and all Subgrantees shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Grant. No later than 15 days prior to the expiration date of any such coverage, Grantee and each Subgrantee shall deliver to the State or Grantee certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Grant or any subgrant, Grantee and each Subgrantee shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this §13.

14. BREACH

A. Defined

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

B. Notice and Cure Period

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

15. REMEDIES

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

A. Termination for Cause and/or Breach

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

i. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant's terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State. All Work Product, at the option of the State, shall be delivered by Grantee to the State and shall become the State's property.

ii. Payments

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

iii. Damages and Withholding

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

B. Early Termination in the Public Interest

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

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

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

iii. Payments
If this Grant is terminated by the State pursuant to this §15(B), Grantee shall be paid an amount which bears the same ratio to the total reimbursement under this Grant as the Services satisfactorily performed bear to the total Services covered by this Grant, less payments previously made. Additionally, if this Grant is less than 60% completed, the State may reimburse Grantee for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Grant) incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

C. Remedies Not Involving Termination

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

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

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

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

iv. Removal

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

v. Intellectual Property

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

16. NOTICES and REPRESENTATIVES

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

A. State:

Jeanne M. Smith, Director
Division of Criminal Justice
Department of Public Safety
700 Kipling Street
Denver, Colorado 80215-5897
jeanne.smith@state.co.us
(303) 239-4451

B. Grantee:

Matthew Birnie, County Manager
Gunnison County
200 E. Virginia Ave.
Gunnison, CO 81230-2248
mbirnie@gunnisoncounty.org
970-641-0248

17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Grantee in the performance of its obligations under this Grant shall be the non-exclusive property of the State and, all Work Product shall be delivered to the State by Grantee upon completion or termination hereof. The State's non-exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works.

18. GOVERNMENTAL IMMUNITY

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

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

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

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

Grantee's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Grant, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Grantee's performance shall be part of the normal Grant administration process and Grantee's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Grantee's obligations under this Grant shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Grantee's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Grant term. Grantee shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

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

20. GENERAL PROVISIONS

A. Assignment and Subgrants

Grantee's rights and obligations hereunder are personal and may not be transferred, assigned or subgranted without the prior, written consent of the State. Any attempt at assignment, transfer, or subgranting without such consent shall be void. All assignments, subgrants, or Subgrantees approved by Grantee or the State are subject to all of the provisions hereof. Grantee shall be solely responsible for all aspects of subgranting arrangements and performance.

B. Binding Effect

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

C. Captions

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

D. Counterparts

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

E. Entire Understanding

This Grant represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

F. Indemnification-General

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

G. Jurisdiction and Venue

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

H. Modification

i. By the Parties

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

ii. By Operation of Law

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

I. Order of Precedence

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

i. Exhibit A3- Colorado Supplemental Provision for FFATA;
ii. Colorado State Special Provisions;
iii. The provisions of the main body of this Grant;
iv. Exhibit A4- Additional Federal Requirements;
v. Exhibit A2- Grant Requirements;
vi. Exhibit A1 – Special Conditions;
vii. Any executed Option Letter; and/or any Grant Funding Change Letter; and/or any executed Contract Amendment in which the most recent dated document takes precedence over the prior documents;
viii. Exhibits B1- Statement of Work and B2- Budget and Budget Narrative.

J. Severability

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

K. Survival of Certain Grant Terms

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

L. Taxes

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

M. Third Party Beneficiaries

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

N. Waiver

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

O. CORA Disclosure

To the extent not prohibited by federal law, this Grant and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

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21. COLORADO SPECIAL PROVISIONS

These Special Provisions apply to all Grants except where noted in [brackets].

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

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

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

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

C. GOVERNMENTAL IMMUNITY

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

D. INDEPENDENT CONTRACTOR

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

E. COMPLIANCE WITH LAW

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

F. CHOICE OF LAW

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this grant. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Grant, to the extent capable of execution.

G. BINDING ARBITRATION PROHIBITED.

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

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

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

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-201 and 24-50-507.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Grant. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

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

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

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

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Grant and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Grant, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c), Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant or enter into a grant with a Subgrantee that fails to certify to Grantee that the Subgrantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant.

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

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

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

22. SIGNATURE PAGE

Routing #:82864

THE PARTIES HERETO HAVE EXECUTED THIS GRANT

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

GRANTEE

Agency or Organization: Gunnison County
By: Matthew Birnie, County Manager
Signature: _____ Date: _____

STATE OF COLORADO

John W. Hickenlooper, GOVERNOR
Department of Public Safety, Division of Criminal Justice
Stan Hilkey, Executive Director
Signature: _____ Date: _____
By: Jeanne M. Smith, Director, Division of Criminal Justice
Signatory avers to the State Controller or delegate that Grantee has not begun performance or that a Statutory Violation waiver has been requested under Fiscal Rules

LEGAL REVIEW

Cynthia H. Coffman, Attorney General
By: _____ Date: _____
Signature: Assistant Attorney General

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD
By: _____ Date: _____
Department of Public Safety, Cindy Fredriksen, MBA, Procurement Director

EXHIBIT A1 – SPECIAL CONDITIONS

1. The Grantee shall submit to the Division of Criminal Justice (DCJ), who will then forward to the Bureau of Justice Assistance, one copy of all reports and proposed publications resulting from this agreement thirty (30) days prior to public release. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements:
"This project was supported by Grant #2012-DJ-BX-0222 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, and the Office for Victims of Crime. Points of view or opinions in the document are those of the author and do not represent the official position or policies of the United States Department of Justice."

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:
"This Web site is funded [insert "in part," if applicable] through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."
The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

2. The Division of Criminal Justice, its federal funding agency, and others authorized by the Division, shall have irrevocable, non-exclusive, royalty-free license to any invention and the right to reproduce, publish and use any materials, in whole or in part, which are produced under a contract, paid for with grant funds.

3. Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income, if allowed under this grant, earnings and expenditures both must be reported quarterly to DCJ.

4. The Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

5. The Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accordance with requirements of 28 C.F.R. part 22 and, in particular, section 22.23.

6. Grantee understands and agrees that award funds may not be used for items that are listed on the Prohibited Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time. The Prohibited Expenditure list may be accessed here: https://www.bja.gov/funding/JAGControlledPurchaseList.pdf.

7. Grantee understands and agrees that award funds may not be used for items that are listed on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, without explicit written prior approval from BJA and DCJ. The Controlled Expenditure List, and instructions on how to request approval for purchase or acquisitions may be accessed here: https://www.bja.gov/funding/JAGControlledPurchaseList.pdf.

8. Grantee understands and agrees that the purchase or acquisition of any item on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, with award funds by an agency will trigger a requirement that the agency collect and retain (for at least 3 years) certain information about the use of 1) any federally-acquired Controlled Equipment in the agency's inventory, and 2) any other controlled equipment in the same category as the federally-acquired controlled equipment in the agency's inventory, regardless of source; and make that information available to BJA upon request. Details about what information must be collected and retained may be accessed here: https://www.whitehouse.gov/sites/default/files/docs/le_equipment_wg_final_report_final.pdf.

9. Grantee understands and agrees that, notwithstanding 2 CFR § 200.313, no equipment listed on the Controlled Expenditure List that is purchased under this award may be transferred or sold to a third party, except as described below:

a. Agencies may transfer or sell any controlled equipment, except riot helmets and riot shields, to a Law Enforcement Agency (LEA) after obtaining prior written approval from BJA. As a condition of that approval, the acquiring LEA will be required to submit information and certifications to BJA as if it was requesting approval to use award fund for the initial purchase of items on the Controlled Expenditure List.
b. Agencies may not transfer or sell any riot helmets or riot shields purchased under this award.
c. Agencies may not transfer or sell any Controlled Equipment purchased under this award to non-LEAs, with the exception of fixed wing aircraft, rotary wing aircraft, and command and control vehicles. Before any such transfer or sale is finalized, the agency must obtain prior written approval from BJA. All law enforcement-related and other sensitive or potentially dangerous components, and all law enforcement insignias and identifying markings must be removed prior to transfer or sale.
Grantee further understands and agrees to notify BJA prior to the disposal of any items on the Controlled Expenditure List purchased under this award, and to abide by any applicable laws and regulations in such disposal.

10. Grantee understands and agrees that failure to comply with conditions related to Prohibited or Controlled Expenditures may result in a prohibition from further Controlled Expenditure approval under this or other federal awards.

11. Food and beverages are not allowed per federal regulations unless prior approval has been received from the Office of Justice Programs (OJP). Permission for such expenditures must be requested through DCJ who will work with OJP. DCJ will contact grantee when/if such permission has been granted by OJP and no funds can be expended for food and beverage until such approval has been communicated to grantee by DCJ.

12. Gift cards and other similar incentives of any kind for program participants are not permitted with federal funds from the Office of Justice Programs (OJP).

13. The Office of Justice Programs (OJP) revised its "Policy and Guidance for Conference Approval, Planning and Reporting". This policy defines conferences broadly to include meetings, retreats, seminars, symposiums, events, and group training activities. In response to these changes, DCJ created a form that all grantees must complete for each meeting for which federal funds will be spent. There is no need to submit this form to DCJ if you respond NO to all the questions, but complete and keep the form in your file for auditing purposes. If any answers are YES, contact your DCJ grant manager immediately to assure those expenses can be paid for with federal funds. The DCJ Conference Policy and Certification Form is located at http://dcj.oajja.state.co.us/grant-programs/justice-assistance-grant/jag-reporting-forms.

14. The Office of Justice Programs (OJP) has created a Frequently Asked Questions (FAQ) discussing how twelve-step programs are considered inherently (or explicitly) religious activities under federal civil rights laws and provides subrecipients guidance on the conditions under which they may offer twelve-step recovery programs consistent with federal civil rights laws as a part of the services they provide. For further information and to access the Frequently Ask Questions (FAQ) document, go to http://www.ojp.usdoj.gov/about/ocr/pdfs/TwelveStepRecoveryPrograms_FAQs.pdf. If you have questions regarding this OJP Guidance and include twelve-step programs in your menu of services, please contact your DCJ Grant Manager.

15. The Grantee agrees to participate in a data collection process measuring program outputs and outcomes; and to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

EXHIBIT A2 - GRANT REQUIREMENTS

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

1. REPORTS
The Grantee assures that it shall maintain data and information to provide accurate program and financial reports to the State. Said reports shall be provided in such form, at such times, and containing such data and information as the State reasonably requires to administer the program. DCJ requires that reports/forms are submitted either by paper or in an electronic Grants Management Systems (GMS). If you are required to submit a paper form to DCJ ensure you are using the most current reports/forms by downloading it from the DCJ website address: dcj.state.co.us. The Grantee shall maintain all grant related records with original signatures on file within the Grantee's record and in accordance with requirements in §9 of the body of the grant agreement. Reports for this grant shall be submitted using a GMS unless otherwise notified.

A. Quarterly Financial Reports
Grantee shall submit Financial Reports quarterly. Reports are required to the State for each quarter within 15 days after the quarter ends.

B. Quarterly Programmatic (Narrative) Reports
Grantee shall submit Narrative Reports on the progress on the grant quarterly. Reports are required to the State for each quarter within 15 days after the quarter ends.

C. Final Financial Report
Grantee shall submit a report to the State upon expiration or sooner termination of the Grant containing grant final financial expenditures that accurately match your accounting records. Final reports are required to the State within 45 days of the end of the Grant.

D. Final Programmatic (Narrative) Report
Grantee shall submit a Final Narrative Report to the State upon expiration or sooner termination of this Grant containing details of accomplishments and highlights, self-evaluation and review of Grantee's performance based on Exhibit B1 – Statement of Work and the final status of Grantee's obligations hereunder. Reports are required to the State within 45 days of the end of the Grant.

E. Reporting Non-Compliance Resolution
Grantee's failure to provide reports and other grant requirements, meet monitoring site visit evaluations and notify the State in a timely manner in accordance with §8 of the body of the grant agreement may result in the delay of payment of funds until a final resolution is determined and/or termination as provided under this Grant. The Division of Criminal Justice (DCJ) staff and the Grantee will mediate any non-compliance issues for a resolution. If DCJ staff and the Grantee cannot negotiate a resolution, the issue can be elevated to the Director of the DCJ for final resolution.

F. Reporting Non-Compliance Resolution
JAG Accountability Measures are utilized to understand the impact of JAG funding as it relates to JAG and BJA's mission. The BJA Performance Measurement Tool supports BJA grantees ability to identify, collect, and report performance measurement data on activities funded by their award. It is a requirement that every grant awarded through the Justice Assistance Grant funds must use the PMT to report quarterly within 15 days of the quarter close date.

2. SUBGRANTS
Any and all subgrants entered into by Grantee related to its performance hereunder shall comply with all applicable federal and state laws, shall adhere to the provisions of this grant agreement, and shall provide that such subgrants be governed by the laws of the State of Colorado. Copies of any and all subgrants entered into by Grantee to perform its obligations hereunder shall be submitted to the State or its principal representative upon request by the State.

3. FINANCIAL AND ADMINISTRATIVE MANAGEMENT

A. The Grantee assures that fund accounting, auditing, monitoring, evaluation procedures and such records as necessary will be maintained to assure adequate internal fiscal controls, proper financial management, efficient disbursement of funds received, and maintenance of required source documentation for all costs incurred. These principles must be applied for all costs incurred whether charged on a direct or indirect basis.

B. All expenditures must be supported by appropriate source documentation. Only actual, approved, allowable expenditures will be permitted.

C. The Grantee assures that it will comply with the applicable Administrative Guide of the Division of Criminal Justice, which is hereby incorporated by reference. However, such a guide cannot cover every foreseeable contingency, and the Grantee is ultimately responsible for compliance with applicable state and federal laws, rules and regulations.)

4. PROCUREMENT AND CONTRACTS

A. Grantee assures that open, competitive procurement procedures will be followed for all purchases under the grant. All contracts for professional services, of any amount, and equipment purchases over five thousand dollars (per item, with a useful life of at least one year) must receive prior approval by the State. Grantee shall submit Form 16 – Professional Services/Consultant Certification and/or Form 13 – Equipment Procurement Certification Form.

B. Grantee may not assign its rights or duties under this grant without the prior written consent of the Division of Criminal Justice.

5. AWARD CHANGE REQEUSTS
Grantee may request budget modifications by submitting a request to the State. The State reserves the right to make and authorize modifications, adjustments, and/or revisions to the Grant Award for the purpose of making changes in budget categories, extensions of grant award dates, changes in goals and objectives, and other modifications which do not change the total amount of the Grant Award. The State's total consideration shall not exceed the maximum amount shown herein.

6. ADDITIONAL MONITORING REQUIREMENTS
It is the responsibility of the Grantee to notify any of its project collaborators and Subgrantees of these provisions.

A. On-Site Monitoring
On-site monitoring may be conducted during the term of the grant. Onsite monitoring shall include but not be limited to, review of financial records, payroll documents, equipment purchases and the equipment, and/or case record monitoring. Additional monitoring site visits may be required based on findings or continued inaccurate invoice reimbursement requests. Grantee shall be notified in advance of on-site monitoring schedule.

B. Monitoring
Detailed monitoring may occur during the project period. The State may periodically request submission of supporting financial and programmatic documentation, Subgrantee contracts, general and sub-ledgers for the purpose of monitoring compliance with the grant award via desk review, or in preparation for an on-site monitoring visit. Routine or special on-site visits may be conducted at the Grantee/Subgrantee agency, and at the location of any collaborating entities, for the same purpose. Grantees will be notified in advance of any on-site monitoring visit.

7. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE
A. The Grantee assures that where activities supported by this Grant produce any discovery or invention, original computer programs, writing, sound recordings, pictorial reproductions, drawing or other graphical representation and works of any similar nature, the following requirements apply:
(1) The State has the right to use, duplicate and disclose, the above material in whole or in part in any manner for any purpose whatsoever and authorize others to do so.

(2) If the material or invention is copyrightable, the Grantee may copyright such, but the State reserves a perpetual, royalty free, non-exclusive and irreversible license to practice, reproduce, publish and use such materials in whole or in part, and authorize others to do so.

(3) When issuing statements, press releases, requests for proposals, bid solicitations, and other published documents describing projects or programs funded in whole or in part with these grant funds, all Grantees must clearly:
(a) State the percentage of the total cost of the program or project, which will be financed with this grant money;
(b) State the dollar amount of state or federal funds for the project or program;
(c) Use the phrase-"This project was supported by federal grant 2012-DJ-BX-0222, issued by the Colorado Division of Criminal Justice."

B. The exception is Work Products that contain criminal justice records where each individual unit or agency will be subject to the rules and regulations.

8. MATCH

Grantee must provide documentation of the non-federal portion of the match used for this grant award. Match requirements are listed in Exhibit B2 - Budget and Budget Narrative and is subject to audit. For more information about match, see the 2015 DOJ Financial Guide 3.3 MATCHING OR COST SHARING REQUIREMENTS or contact your grant manager.

9. FEDERAL AWARD(S) APPLICABLE TO THIS GRANT AWARD

Federal Funding Grid

Federal Award Number	**2012-DJ-BX-0222**
Federal Award Office	Office of Justice Programs (OJP)
Federal Award Agency	Bureau of Justice Assistance
Federal Award Number	07/12/2012
Total Amount of Federal Award (this is not the amount of this grant agreement)	$2,781,853
-	**-**
Total Amount of Federal Funds Obligated for ALL projects from DCJ for the above listed funding source for this Grantee	$56,324
Is this Award for Research and Development (R&D)?	No

EXHIBIT A3- COLORADO SUPPLEMENTAL PROVISIONS FOR FFATA

STATE OF COLORADO SUPPLEMENTAL PROVISIONS FOR FEDERALLY FUNDED CONTRACTS, GRANTS, AND PURCHASE ORDERS SUBJECT TO THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006 (FFATA), AS AMENDED REVISED AS OF 3-20-13

The contract, grant, or purchase order to which these Supplemental Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these Supplemental Provisions shall control.

1. Definitions. For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.
1.1. "Award" means an award of Federal financial assistance that a non-Federal Entity receives or administers in the form of:
1.1.1. Grants;
1.1.2. Contracts;
1.1.3. Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
1.1.4. Loans;
1.1.5. Loan Guarantees;
1.1.6. Subsidies;
1.1.7. Insurance;
1.1.8. Food commodities;
1.1.9. Direct appropriations;
1.1.10. Assessed and voluntary contributions; and
1.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

Award does not include:
1.1.12. Technical assistance, which provides services in lieu of money;
1.1.13. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
1.1.14. Any award classified for security purposes; or
1.1.15. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).
1.2. "Contract" means the contract to which these Supplemental Provisions are attached and includes all Award types in §1.1.1 through 1.1.11 above.
1.3. "Contractor" means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes Grantees, Sub-grantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

1.4. "Data Universal Numbering System (DUNS) Number" means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet's website may be found at: http://fedgov.dnb.com/webform.
1.5. "Entity" means all of the following as defined at 2 CFR part 25, subpart C;
1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;
1.5.2. A foreign public entity;
1.5.3. A domestic or foreign non-profit organization;
1.5.4. A domestic or foreign for-profit organization; and
1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.

1.6. "Executive" means an officer, managing partner or any other employee in a management position.
1.7. "Federal Award Identification Number (FAIN)" means an Award number assigned by a Federal agency to a Prime Recipient.
1.8. "FFATA" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the "Transparency Act."
1.9. "Prime Recipient" means a Colorado State agency or institution of higher education that receives an Award.

1.10. "Subaward" means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient's support in the performance of all or any portion of the substantive project or program for which the Award was granted.
1.11. "Subrecipient" means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term "Subrecipient" includes and may be referred to as a Subgrantee.
1.12. "Subrecipient Parent DUNS Number" means the subrecipient parent organization's 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient's System for Award Management (SAM) profile, if applicable.
1.13. "Supplemental Provisions" means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act of 2006, As Amended, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institution of higher education.
1.14. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http:www.sam.gov.

1.15. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year and includes the following:
1.15.1. Salary and bonus;
1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
1.15.4. Change in present value of defined benefit and actuarial pension plans;
1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds $10,000.

1.16. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.
1.17 "Vendor" means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. Compliance. Contractor shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3. System for Award Management (SAM) and Data Universal Numbering System (DUNS) Requirements.
3.1. SAM. Contractor shall maintain the currency of its information in the SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update the SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
3.2. DUNS. Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.

4. Total Compensation. Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
4.1. The total Federal funding authorized to date under the Award is $25,000 or more; and
4.2. In the preceding fiscal year, Contractor received:
4.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
4.2.2. $25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
4.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

5. Reporting.
Contractor shall report data elements to SAM and to the Prime Recipient as required in §7 below if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Supplemental Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in §7 below are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract, as provided in §2 above. The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at http://www.colorado.gov/dpa/dfp/sco/FFATA.htm.

6. Effective Date and Dollar Threshold for Reporting.
The effective date of these supplemental provisions apply to new Awards as of October 1, 2010. Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is $25,000 or more. If the initial Award is below $25,000 but subsequent Award modifications result in a total Award of $25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $25,000. If the initial Award is $25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $25,000, the Award shall continue to be subject to the reporting requirements.

7. Subrecipient Reporting Requirements.
If Contractor is a Subrecipient, Contractor shall report as set forth below.
7.1 To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM for each Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:
7.1.1 Subrecipient DUNS Number;
7.1.2 Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;
7.1.3 Subrecipient Parent DUNS Number;
7.1.4 Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
7.1.5 Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
7.1.6 Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.
7.2 To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:
7.2.1 Subrecipient's DUNS Number as registered in SAM.
7.2.2 Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. Exemptions.
8.1. These Supplemental Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
8.2 A Contractor with gross income from all sources of less than $300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.
8.3 Effective October 1, 2010, "Award" currently means a grant, cooperative agreement, or other arrangement as defined in Section 1.1 of these Special Provisions. On future dates "Award" may include other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.
8.4 There are no Transparency Act reporting requirements for Vendors.

9. Event of Default.
Failure to comply with these Supplemental Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.

EXHIBIT A4 - ADDITIONAL FEDERAL REQUIREMENTS

1. FINANCIAL & ADMINISTRATIVE MANAGEMENT

A. FINANCIAL GUIDE

Grantee agrees to comply with the current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide as posted on the Office of Justice Programs (OJP) website (http://ojp.gov/funding/).

B. FEDERAL AWARDS ISSUED BEFORE DECEMBER 26, 2014

Grantee assures that it will comply with appropriate federal cost principles and administrative requirements applicable to grants as follows:

(1) For state, local or Indian tribal government entities;
(a) 2 CFR Part 225, Cost Principles for State, Local & Indian Tribal Governments (codified at 28 CFR Part 66, by reference and (formerly known as OMB Circular A-87)
(b) OMB Circular A-102, Common Rule-Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
(c) 28 CFR 66, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

(2) For non-profit organizations;
(a) 2 CFR Part 230, Cost Principles for Non-Profit Organizations (formerly known as OMB Circular A-122)
(b) 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations (codified at 28 CFR Part 70 and formerly known as OMB Circular A-110)
(c) 28 CFR 70, Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations

(3) For colleges and universities;
(a) 2 CFR Part 220, Cost Principles for Educational Institutions (codified at 28 CFR Part 66, by reference and formerly known as OMB Circular A-21)
(b) 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations (codified at 28 CFR Part 70 and formerly known as OMB Circular A-110)
(c) 28 CFR 70, Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations

(4) For each agency spending more than $500,000 per year in federal funds from all sources;
(a) OMB Circular A-133, Audits of States, Local Governments and Nonprofit Organizations

2. FEDERAL FUND PROHIBITIONS AND ALLOWANCES

A. USE OF FEDERAL FUNDS IN LAWMAKING

Grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of DCJ, in order to avoid violation of 18 USC § 1913. DCJ will obtain the appropriate approvals from the federal awarding office (Office on Violence Against Women (OVW) or OJP).

Recipients of OVW grant dollars may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 42 USC 13925(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

B. CONFERENCE COSTS

Grantee agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences(which is defined to include meetings, retreats, seminars, symposiums, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on rules applicable to this award appears in the DOJ Grants Financial Guide for OJP awards and at http://www.ovw.usdoj.gov/grantees.html for OVW awards.

C. PROHIBIT USE OF FUNDS FOR ACORN AND ITS SUBSIDIARIES

Grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of the federal awarding office (OJP or OVW).

D. COMPUTER NETWORK REQUIREMENT

Grantee understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

E. DUPLICATION OF FUNDING

Grantee agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this DCJ award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this DCJ award, the grantee will promptly notify, in writing, the grant manager for this DCJ award, and, if so requested by DCJ, seek a modification to the grant award to eliminate any inappropriate duplication of funding. Further, the grantee agrees and understands that any duplicative funding that cannot be re-programmed to support non-duplicative activities within the program's statutory scope will be deobligated from this award and returned to DCJ.

F. NON-SUPPLANTING OF FUNDS

(1) Grantee certifies that any required matching funds used to pay the non-federal portion of the cost of this grant award are in addition to funds that would have otherwise been made available for the purposes of this project.
(2) Grantee certifies that federal funds made available under this grant:
(a) Will not be used to supplant state or local funds.
(b) Where there is a reduced or unchanged local investment, then the Grantee shall give a written explanation demonstrating that the Grantee's reduced or unchanged commitment would have been necessitated even if federal financial support under this federal grant program had not been made available.

G. INDIRECT COST RATE

This provision is application to OJP awards. A grantee that is eligible under the Part 200 Uniform Requirements to use the “de minimis” indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the “de minimis” indirect cost rate, must comply with all associated requirements in the Part 200 Uniform Requirements. The “de minimis” rate may be applied only to modified total direct costs (MTDC).

H. CONSULTANT RATE

Approval of this award does not indicate approval of any consultant rate , if consultants are allowed under this award, in excess of $650 per day or $81.25 per hour. A detailed justification must be submitted to DCJ with DCJ Form 16 (Professional Services/Consultant Certificate) and approved by the federal awarding office (OJP or OVW) prior to obligation or expenditure of such funds. DCJ will forward requests to the federal awarding office (OJP or OVW) for approval.

I. EMPLOYEE COMPENSATION

[Applicable to awards greater than $250,000] Federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

J. SIMPLIFIED ACQUISITION THRESHOLD
All procurement (contract) transactions under this award must be conducted in a manner that is consistent with applicable Federal and State law, and with Federal procurement standards specified in regulations governing Federal awards to non-Federal entities. Procurement (contract) transactions should be competitively awarded unless circumstances preclude competition. Noncompetitive (e.g., sole source) procurements by the award recipient in excess of the Simplified Acquisition Threshold (currently $150,000) set out in the Federal Acquisition Regulation must receive prior approval from the awarding office, and must otherwise comply with rules governing such procurements found in the current edition of the OJP Financial Guide.

3. AUDIT REQUIREMENTS

A. The Grantee must submit the most recent audit or financial review to DCJ within thirty (30) days of the start of this project.

B. The Grantee assures that it will procure an audit or financial review, incorporating this grant award, by an independent Certified Public Accountant (CPA), licensed to practice in Colorado.
(1) Grantee fiscal years beginning on or after December 26, 2014. If your entity expended $750,000 or more in Federal funds (from all sources including pass-through subawards) in your organization's fiscal year (12-month turnaround reporting period), then you are required to arrange for a single organization-wide audit conducted in accordance with the provisions of Title 2 C.F.R. Subpart F (§ 200.500 et seq.).
(2) Grantee fiscal years beginning before December 26, 2014. If your entity (other than a for-profit/commercial entity) expended $500,000 or more in Federal funds (from all sources including pass-through subawards) in your organization's fiscal year (12-month turnaround reporting period), then you are required to arrange for a single organization-wide audit conducted in accordance with the provisions of Office of Management and Budget (OMB) Circular A-133 Compliance Supplement 2014.
(3) If your entity expends less than the applicable audit thresholds a year in Federal awards (listed above), the following policy applies: Agencies with total annual revenue from all sources of $200,000 or more shall procure a financial audit; a financial review shall not be sufficient to meet this requirement. Agencies with total annual revenue of less than $200,000 shall procure either a financial review or financial audit.

C. At such time as the audit or financial review is completed, ONE COPY OF THE REPORT, INCLUDING THE CORRESPONDING MANAGEMENT LETTER, MUST BE FORWARDED TO THE DIVISION OF CRIMINAL JUSTICE for clearance. The audit or financial review incorporating this grant award must be completed and received within 12 months of the end of the fiscal years that includes the end date of the grant.

D. The Grantee accepts responsibility for the costs of a financial program audit to be performed by the Department of Public Safety in the event that the audit report or financial review:
(1) does not meet the applicable federal audit or DCJ standards;
(2) is not submitted in a timely manner; or,
(3) does not provide an audit response plan with corresponding corrections made sufficient to satisfy any audit findings.

E. The grantee understands and agrees that DCJ or the federal awarding office (OJP or OVW) may withhold award funds, or may impose other related requirements, if the grantee does not satisfactorily and promptly address outstanding issues from audits required by Pat 200 Uniform Requirements or OMB Circular A-133, by the terms of this award, by the current addition of the DOJ Grants Financial Guide, or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

4. CIVIL RIGHTS COMPLIANCE
The Grantee hereby agrees that it will comply, and all of its Subgrantees will comply, with the applicable provisions of:

A. MEETING THE EEOP REQUIREMENT
Grantee acknowledges that failure to submit an acceptable Certification of Compliance with Regulations Regarding Civil Rights Requirements and Equal Employment Opportunity Plans (EEOP) -DCJ Form 30 may result in suspension of funding until such time as the grantee is in compliance, or termination of the award. Upon award, each Grantee will be required to do the following:
(1) The Project Director must view all of the trainings on Civil Rights available on DCJ's website and acknowledge by providing an original signature that the project's staff will be made aware of all obligations regarding Civil Rights compliance;
(2) Submit the form to the Grantee Agency's Authorized Official for this grant;
(3) The Authorized Official must review the form in conjunction with Grantee personnel responsible for reporting civil rights findings of discrimination;
(4) The Authorized Official must accurately complete the required information and provide all information requested;
(5) The Authorized Official must provide an original signature on the form as indicated;
(6) The DCJ Form 30 with original signature must be returned to DCJ with the Grant Agreement; and,
(7) A copy of the DCJ Form 30 must be forwarded to the Grantee personnel responsible for reporting civil rights findings of discrimination at your agency/organization.

DCJ will forward a copy to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

B. MEETING THE REQUIREMENT TO SUBMIT FINDINGS OF DISCRIMINATION

If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the DCJ within 45 days of receipt of this grant award. DCJ will forward a copy to the Office for Civil Rights (OCR) at federal awarding office (OJP or OVW).

C. ENFORCING CIVIL RIGHTS LAWS

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

D. COMPLYING WITH THE SAFE STREETS ACT

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

E. ENSURING ACCESS TO FEDERALLY ASSISTED PROGRAMS

The Violence Against Women Reauthorization Act of 2013 amends the Violence Against Women Act of 1994 (VAWA) and includes a nondiscrimination grant condition that prohibits grantees from excluding, denying benefits to, or discrimination against any person on the basis on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity in funded programs or activities, in whole or in part, not only in employment but also in the delivery of services or benefits.

Federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

F. PROVIDING SERVICES TO LIMITED ENGLISH PROFICIENCY (LEP) INDIVIDUALS

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website http://www.lep.gov.

G. ENSURING EQUAL TREATMENT FOR FAITH-BASED ORGANIZATIONS

The DOJ regulation, Equal Treatment for Faith-Based Organizations, 28 C.F.R. pt. 38, prohibits faith-based organizations from using financial assistance from the DOJ to fund inherently (or explicitly) religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must hold them separately from the program funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR's website at http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm.

Faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 42 U.S.C. § 3789d(c); the Victims of Crime Act of 1984, as amended, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 42 U.S.C. § 5672(b); and VAWA, Pub. L. No. 113-4, sec. 3(b)(4), 127 Stat. 54, 61-62 (to be codified at 42 U.S.C. § 13925(b)(13)) contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by- case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

H. USING ARREST AND CONVICTION RECORDS IN MAKING EMPLOYMENT DECISIONS

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.usdoj.gov//about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOPs).

I. ENSURING THE COMPLIANCE OF SUBGRANTEES

Grantee must have standard assurances to notify subgrantees of their civil rights obligations, written procedures to address discrimination complaints filed against subgrantees, methods to monitor subgrantees' compliance with civil rights requirements, and a program to train subgrantees on applicable civil rights laws.

J. STUDENTS AND GUARDIANS

Grantee understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

5. FRAUD, WASTE, ERROR AND ABUSE

A. REPORTING

The grantee and any subgrantees must promptly refer to the Department of Justice, Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subgrantee, contractor, subcontractor, or other person has -- 1) submitted a claim for grant award funds that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant award funds. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by: mail: Office of the Inspector General U.S. Department of Justice Investigations Division 950 Pennsylvania Avenue, N.W. Room 4706 Washington, DC 20530; email: oig.hotline@usdoj.gov; hotline: (contact information in English and Spanish): (800) 869-4499; or hotline fax: (202) 616-9881. Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

B. RESTRICTIONS AND CERTIFICATIONS REGARDING NON-DISCLOSURE AGREEMENTS AND RELATED MATTERS

No grantee or subgrantee under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

(1) In accepting this award, the grantee:

(a) represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(b) certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to DCJ, and will resume (or permit resumption of)such obligations only if expressly authorized to do so by that agency.

(2) If the grantee does or is authorized to make subawards or contracts under this the grantee:

(a) represents that it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(b) represents that it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

(c) it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to DCJ, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

6. HIGH-RISK
Grantee agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the grantee is a high-risk grantee.

7. REGISTRATION WITH THE SYSTEM FOR AWARD MANAGEMENT AND UNIVERSAL IDENTIFIER REQUIREMENTS
Grantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and the federal awarding agency (OJP or OVW). Grantee also agrees to comply with applicable restrictions on subawards to first-tier subgrantees that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of grantee obligations are posted on the Office of Justice Programs web site at http://www.ojp.gov/funding/sam.htm or http://www.ovw.usdoj.gov/docs/sam-award-term.pdf (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

8. TEXT MESSAGING POLICY
Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages grantees and subgrantees to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

9. TRAINING GUIDING PRINCIPLES
http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm for OJP awards and http://www.ovw.usdoj.gov/grantees.html for OVW awards.

10. GOVERNMENT PERFORMANCE AND RESULTS ACT (GPRA) AND GPRA MODERNIZATION ACT
Grantee must collect, maintain, and provide to DCJ, data that measure the performance and effectiveness of activities under this award, in the manner, and within the timeframes, specified by DCJ. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

Recipients of OVW grant dollars are required to collect the information that is included on the Measuring Effectiveness Progress Reports for the OVW Program under which this award is funded.

11. FEDERAL PUBLIC POLICY ASSURANCES

A. The Grantee hereby agrees that it will comply, and all of its Subgrantees will comply with the applicable provisions of:
(1) Safe Streets Act (Safe Streets Act) of 1968, as amended;
(2) Juvenile Justice and Delinquency Prevention Act of 1974, as amended ; and,
(3) All other applicable Federal laws, orders, circulars, regulations or guidelines.

B. The Grantee hereby agrees that it will comply, and all of its Subgrantees will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including:
(1) Part 18, Administrative Review Procedure;
(2) Part 22, Confidentiality of Identifiable Research and Statistical Information;
(3) Part 23, Criminal Intelligence Systems Operating Policies;
(4) Part 30, Intergovernmental Review of Department of Justice Programs and Activities;
(5) Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services;
(6) Part, 38, Equal Treatment for Faith Based Organizations;
(7) Part 42 Nondiscrimination/Equal Employment Opportunity Policies and Procedure;
(8) Part 46 and all Department of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent;
(9) Part 61 Procedures of Implementing the National Environmental Policy Act; and,
(10) Part 63 Floodplain Management and Wetland Protection Procedures; and,
(11) Federal Laws or regulations applicable to Federal Assistance Programs.

C. Grantee agrees to comply with the requirements of 28 C. F. R. Part 46 and all Department of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

12. FEDERAL STANDARD ASSURANCES AND CERTIFICATIONS

A. Standard Assurances

The grantee hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The grantee also specifically assures and certifies that:

(1) It has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this grant agreement.

(2) It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

(3) It will give the DCJ, the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

(4) It will comply with all lawful requirements imposed by DCJ and the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).

(5) It will assist DCJ and the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

(6) It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 7 94); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).

(7) If a governmental entity:

(a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and

(b) it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

B. PROHIBITIONS ON LOBBYING WITH FEDERAL FUNDS

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the Grantee certifies, by accepting this grant award, that:

(1) No federal funds received through this grant award will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement; and,

(2) If any funds other than funds through this grant award will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant award, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities".

C. DEBARMENT, SUSPENSION, INELIGIBLE AND VOLUNTARY EXCLUSION

Pursuant to Executive Order 12549, Debarment and Suspension, implemented at 2 CFR Part 2867, for prospective participants in primary covered transactions, as defined at 2 CFR Section 2867.20(a), and other requirements, the Grantee certifies, by accepting this grant award, that neither it nor its principals, Subgrantees or suppliers:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any federal federal department or agency;

(2) Have not within a three-year period preceding this grant award been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Have not within a two-year period preceding this grant award been convicted of a felony criminal violation under any Federal law;

(4) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification;

(5) Have not within a three-year period preceding this grant award had one or more public transactions (Federal, State, or local) terminated for cause or default; and

(6) Where the Grantee is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this grant award.

D. FEDERAL TAXES

(1) If the grantee is a corporation, the grantee certifies, by accepting this grant award, that the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) Where the Grantee is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this grant award.

E. CERTIFICATION REGARDING A DRUG FREE WORKPLACE

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 83, Subpart F, for grantees, as defined at 28 CFR Sections 83.620 and 83.650, the Grantee certifies, by accepting this grant award, that it will provide a drug-free workplace by:

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(2) Establishing an on-going drug-free awareness program to inform employees about

(a) The dangers of drug abuse in the workplace;

(b) The grantee's policy of maintaining a drug-free workplace;

(c) Any available drug counseling, rehabilitation, and employee assistance programs; and

(d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);

(4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will

(a) Abide by the terms of the statement; and

(b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(5) Notifying DCJ, in writing, within 10 calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such conviction.

(6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted:

(a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (4), and (6).

13. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) AND NATIONAL HISTORIC PRESERVATION ACT (NHPA) COMPLIANCE

A. A. Grantee agrees to assist the DCJ and the federal awarding agency (OJP or OVW) in carrying out its responsibilities under NEPA (NEPA, 42 U.S.C. section 4321 et seq.), NHPA, other related laws and related federal environmental impact analysis requirements, if grantee plans to use grant funds (directly or through subgrant or contract) to undertake any activity that triggers these requirements, such as renovation or construction. (See 28 C.F.R. Part 61, App. D.). Accordingly, prior to obligating grant funds, the grantee agrees to first determine if any of the following activities will be related to the use of the grant funds and, if so, to advise DCJ and request further NEPA implementation guidance.

B. Grantee understands that this special condition applies to its activities whether or not they are being specifically funded with these grant funds. As long as the activity needs to be undertaken in order to use these grant funds (directly or through subgrant or contract), this requirement first must be met. The activities covered by this condition are:
(1) New construction;
(2) Any renovation or remodeling of a property either listed on or eligible for listing on the National Register of Historic Places, or an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species;
(3) Renovation, lease or any other proposed use of a building or facility that will either result in a change in its basic prior use, or significantly change its size.
(4) Implementation of a new program involving the use of chemicals other than chemicals that are purchased as an incidental component of a funded activity and traditionally used, for example, in office, household, recreational or educational environments.(5) Research and technology whose anticipated and future application could be expected to have an effect on the environment; and(6) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

C. The grantee also agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

14. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
[This provision applies only to entities that provide medical care and treatment] The Grantee acknowledges that it is a covered health care provider under the Health Insurance Portability and Accountability Act, 42 U.S.C. 1320d- 1320d-8, and its implementing regulations and agrees to comply with the requirements of HIPAA concerning any uses and disclosures of protected health information.

15. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006 (FFATA)
The Grantee agrees to comply with applicable requirements to report first-tier subawards of $25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the first-tier subgrantees of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at http://www.ojp.gov/funding/ffata.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

EXHIBIT B1- STATEMENT OF WORK

Project Summary

Project Plan:

Describe the proposed strategy(ies) for addressing the problem stated in the Problem Statement section. Clearly link the strategy to the specified problem described. (maximum length = 6,500 characters)

The main strategy we will continue to implement is to continue to expand the Restorative Justice Program within Gunnison County's Juvenile Services Department. We will continue providing facilitation of VOM's and family group conferencing for referred cases from Juvenile Diversion, District Courts, and GCSAPP. It will continue to expand training and outreach to increase our community's knowledge base on the use and practices of restorative justice to grow and sustain the program overtime while increasing protective factors throughout Gunnison County. Having the ability to conduct timely VOM and family group conferences provides an increase in accountability from offenders and is supported through well documented research to reduce recidivism and limit a youth's penetration into the criminal system. The objective continues to be the ability to improve overall outcomes in the areas of youth behavior and functioning, family support and resources and maintenance in our community setting. Juvenile Services' strategic planning process is focused on expanding our continuum of services available to meet the unique needs of youth and families involved in the criminal justice system, or at imminent risk of deeper involvement in the system through integrated and coordinated case management. Our continuum of services are uniquely matched to youth and families who demonstrate complex needs and are best met within the context of the juvenile justice system. The restorative justice model enhances communication and coordination with all agencies involved with the youth and/or family such as juvenile justice, child welfare, mental health, and special education, enhancing overall treatment effectiveness. Because one of our priorities is to prevent youth from moving deeper into the criminal justice system and to enable them to become successful members of their community, we have a vested interest in providing a team-based planning process intended to provide individualized, coordinated, family-driven care to the most difficult-to-serve clients. This is achieved with proper facilitation of a Victim Offender Mediation. At the same time, because we value keeping youth out of the criminal justice system, whenever clinically and legally appropriate, we are enhancing our efforts and ability to refer youth to community-based services such as family group conferencing. Gunnison County Juvenile Services would like to reach this goal through the program development of Restorative Justice. This project has four main objectives: To provide services as early as possible so youth can be successful at home, in school, and their communities; Make services available based on individual strengths and needs of the youth and family; Maximize resources available to serve youth across systems; and monitor outcomes and provide accountability through local data collection.Through educating community members,the Restorative Justice Program builds further capacity to provide more services to support the one school disctrict in the county, RE1J, with disciplinary actions that reduce suspension days and expulsion rates and to build sustainability for the program over time. Erin Ryan, the Restorative Justice Coordinator has had comprehensive training, support and skill development to assist the youth and family members to repair harms done to relationships, develop problem-solving skills, coping skills, self-efficacy and ability to integrate the youth into the community. Supervision, coaching and performance monitoring has also been provided to her. During the conferencing process a team of people who are relevant in the life of the youth (e.g. family members, members of the family's social support network, service providers and agency representatives) will collaboratively develop a conference plan, implement this plan, monitor the efficacy of the plan and work towards outcomes. The conference plan does include formal services and interventions together with community services and interpersonal support and assistance. The success of implementing restorative

justice will also be based on the continued use of the successful collaboration and coordination among local child and family serving agencies and organizations in our community. Implementing Restorative Justice Conferences with at-risk youth and those involved in the juvenile justice system strongly supports the goals of the JAG Program. This project uses a collaborative approach to prevent and reduce crime and delinquency, repairs harms, as well as bridging the gaps between child and family serving agencies to improve outcomes and the efficient use of resources. Studies support the hypothesis that youth who received restorative justice conference services are less likely to engage in subsequent at-risk and delinquent behavior. Gunnison County's Department of Juvenile Services includes several program areas that would be additional resources to the Restorative Justice program including Juvenile Diversion, SB 94, HB 1451/Collaborative Management Project locally known as Family Advocacy Support Team (FAST) and the Gunnison County Substance Abuse Prevention Project. Specific resources include, but are not limited to, case consultation, assessment, in-home behavioral health services, financial assistance, independent living skills, parent education, mentoring, educational support, crisis intervention, prevention education and alternative activities for youth. Responsible parties for the implementation of the project will include: Janet Reinman, Juvenile Services Director (Juvenile Diversion and SB 94 Case Manager) and Erin Ryan, Restorative Justice Program Coordinator.

EXHIBIT B1- STATEMENT OF WORK

Goals & Objectives

These are the elements against which the project will be evaluated and which will be used to report quarterly and final progress.

Goal 1: To increase youth accountability and to repair harm to victims of crime and the community caused by juvenile offenders through Restorative Justice Programming

	Objective	Outcome	Measurement	Timeframe
1.1	Provide Restorative Justice as a Juvenile Diversion option	90% of offenders will successfully complete conference outcomes requirements, 90% of victims and community members will be satisfied with the restorative justice process,less than 10% of youth will re-offend during program participation	Number of youth to complete contracts Victim and Community Member Satisfaction Survey	10/01/2015-09/30/2016
1.2	Provide preventative family group conferencing to avoid juvenile justice system involvement	80% of youth will not enter juvenile justice system or have legal involvement/# of referred youth/#of youth completing conferencing and follow through – measured at end of quarter and end of grant fiscal year	Number of youth to complete contracts Victim and Community Member Satisfaction Survey	10/01/2015-09/30/2016
1.3	Collaborate with law enforcement for youth referrals	90% of Restorative Justice conferences will include Law enforcement participation	Number of law enforcement officers participanting in conferences	10/01/2015-09/30/2016

Goal 2 (If needed): Increase knowledge and use of Restorative Justice throughout Gunnison County

	Objective	Outcome	Measurement	Timeframe
2.1	Provide three educational presentations throughout project year to 30 community professionals and educators.	30 professionals attending training	Pre/post survey use to measure RJ knowledge before and after trainings	10/01/2015-09/30/2016
2.2				
2.3				

Goal 3 (If needed):

	Objective	Outcome	Measurement	Timeframe
3.1				
3.2				
3.3				

Project Evaluation:

Describe the approach for evaluating the project in response to the stated objectives, outcomes and measurements. (maximum length = 5,000 characters)

Collecting, confirming and reporting on required performance measures within the time frame provided in the areas of personnel, contractual services and equipment supplies will follow protocol already in place. All of the project's services, staff and supervision will be central to one office and no more than the two identified key staff. Universal performance measures in addition to direct service measurements are currently being collected, confirmed and reported on a quarterly basis on all other programs within the department of Juvenile Services. The Juvenile Services Director, Janet Reinman, is identified as the grant/project manager and currently has an established procedure for collecting and reporting data for Gunnison County's Juvenile Services Department.Project success will be determined by the number of youth and families served in the target population, completing and reporting satisfaction with the process, without further incident. Completion is specified by the successful completion of conferencing and subsequent conference plans. Satisfaction will be identified through Post Conference Surveys. Success will also be determined by the rates of recidivism for youth involved in the restorative justice program. These will be measured through quarterly outcome tracking and pre/post surveys. The survey is given at the entry into a Juvenile Services Program and again when they complete or exit a program. Data will be reported on quarterly and year end reports through the JAG data entry system and evaluated on an on-going basis for success. To date, 7 youth have been served in this process and 12 community members have had an RJ informative training.

EXHIBIT B2- BUDGET AND BUDGET NARRATIVE

Budget: Personnel

A. PERSONNEL (TOTALS SUMMARY)

	Annual Full Time Amount ($)	Total to be Paid by Grant Funds ($)	Previous Amount Requested/Approved ($)	Difference From Previous Amount ($)
Totals	$112,372	$29,294	$29,294	

Position Title	Annual Full Time Amount ($)	Total To Be Paid By Grant Funds ($)
Restorative Justice Coordinator	$20,500	$20,500
Juvenile Services Director	$91,872	$8,794

Personnel Details

Position Title and Name: Restorative Justice Coordinator

	Annual Full Time Amount ($)	% To Be Paid By Grant Funds	Total To Be Paid By Grant Funds ($)
Salary	$18,000	100.00%	$18,000
Fringe	$2,500	100.00%	$2,500
Overtime			$0
Fringe for OT			$0
TOTALS	$20,500		$20,500

Budget Narrative and Justification:

(maximum length = 1,000 characters)

Restorative Justice Coordinator has been hired as a part-time employee, 20 hours per week. Salary is based on industry standards for this type of position. Restorative Justice Coordinator will continue to work with Law Enforcement, Juvenile Diversion, Probation, the District Attorney and the Courts to accept referrals for Restorative Justice conferencing, setting up pre-conferencing sessions, with all participants, to prepare for the conference, participants will be held accountable to comply with all conference agreements through continued oversight by the Coordinator. Reports and data will be collected and provided to RJ Juvenile Services Supervisor.

Personnel Details

Position Title and Name: Juvenile Services Director

	Annual Full Time Amount ($)	% To Be Paid By Grant Funds	Total To Be Paid By Grant Funds ($)
Salary	$70,924	9.52%	$6,752
Fringe	$20,948	9.75%	$2,042
Overtime			$0
Fringe for OT			$0
TOTALS	$91,872		$8,794

Budget Narrative and Justification:

(maximum length = 1,000 characters)

Supervision of Restorative Justice Coordinator by Juvenile Services Director budgeted at five hours per week. Restorative Justice Coordinator will be reporting directly to the Juvenile Services Director and advising on progress of referrals for Restorative Justice conferencing and victim offender mediation. Conference outcomes will be reported as well as continued oversight of case contract requirements of the youth. The Juvenile Services Director will help facilitate the community presentations listed in Goal 2. The Juvenile Services Director will hold weekly supervision meeting to staff progress and help mitigate barriers. Performance evaluation through the Gunnison County system will take place at 6 months and one year.

Budget: Supplies & Operating

Totals Summary

	Amount Recommended/ Requested ($)	Previous Amount Requested/Approved ($)	Difference From Previous Amount ($))
Total	$0	$0	

Item	Budget Narrative and Justification	Total ($)
This list contains no items		

Budget: Travel

Totals Summary

	Amount Recommended/ Requested ($)	Previous Amount Requested/Approved ($)	Difference From Previous Amount ($)
Total	$510	$510	

Item	Budget Narrative and Justification	Total ($)
Travel	Travel is incorporated for Coordinator's mobility within the Gunnison Valley and to travel to a minimum of one time to a training within Colorado. ...	$510

Travel Details

Item: Travel

Budget Narrative and Justification:

(maximum length = 1,000 characters)

Travel is incorporated for Coordinator's mobility within the Gunnison Valley and to travel to a minimum of one time to a training within Colorado. The Coordinator will be traveling to attend a training to become more proficient in Restorative Justice Conferencing and Victim Offender mediation. This amount would pay for approximately 887 miles of travel by utilizing a county fleet vehicle at .575/mile.

Total($): $510

Final Budget: Equipment

Totals Summary

	Amount Recommended/ Requested ($)	Previous Amount Requested/Approved ($)	Difference From Previous Amount ($)
Total	$0	$0	

Item	Budget Narrative and Justification	Total ($)
This list contains no items		

Budget: Professional Services / Consultants

Totals Summary

	Amount Recommended/ Requested ($)	Previous Amount Requested/Approved ($)	Difference From Previous Amount ($)
Total	$0	$0	

Item	Budget Narrative and Justification	Total ($)
This list contains no items		

Budget: Other

Totals Summary

	Amount Recommended/ Requested ($)	Previous Amount Requested/Approved ($)	Difference From Previous Amount ($)
Total	$0	$0	

Item	Budget Narrative and Justification	Total ($)
This list contains no items		

Budget: Indirect Costs

Totals Summary

	Amount Recommended/ Requested ($)	Previous Amount Requested/Approved ($)	Difference From Previous Amount ($)
Total	$0	$0	

Item	Budget Narrative and Justification	Total ($)
This list contains no items		

Budget: H. Total Request

	Amount Recommended/ Requested ($)
PERSONNEL	$29,294
SUPPLIES & OPERATING	$0
TRAVEL	$510
EQUIPMENT	$0
PROFESSIONAL SERVICES/CONTRACT CONSULTANTS	$0
OTHER	$0
INDIRECT/ADMIN COSTS	$0
GRAND TOTAL	$29,804

DUNS(+4) Number: 133115220

Additional Project Funding

Will this project be funded using ADDITIONAL FUNDS other than those provided from this grant? No

EXHIBIT C – SAMPLE OPTION LETTER

STATE OF COLORADO
Department of Public Safety, Division of Criminal Justice
OPTION LETTER

Date	State Fiscal Year	Option Letter #	CMS Routing #

1) OPTIONS: Applicable options.
a. Option to renew only (for an additional term)
b. Change in the amount of goods within current term
c. Change in amount of goods in conjunction with renewal for additional term
d. Level of service change within current term
e. Level of service change in conjunction with renewal for additional term
f. Option to initiate next phase of a contract

2) REQUIRED PROVISIONS.

a. In accordance with Section(s) _____ of the Original Contract between the State of Colorado, Department of Public Safety, Division of Criminal Justice and _____, the State hereby exercises its option for an additional term beginning _____ and ending on _____ at a _____ specified in Section _____ .

b. In accordance with Section(s) _____ of the Original Contract between the State of Colorado, Department of Public Safety, Division of Criminal Justice and _____ , the State hereby exercises its option to _____ in the amount of _____ at the same rate(s) as specified in _____ .

c. In accordance with Section _____ of the Original Contract between the State of Colorado, Department of Public Safety, Division of Criminal Justice and _____, the State hereby exercises its option for an additional term beginning _____ and ending on _____ at a _____ specified in Section _____, AND/OR _____ in the amount of _____ at the same rate(s) as specified in _____ .

d. In accordance with Section(s) _____ of the Original Contract between the State of Colorado, Department of Public Safety, Division of Criminal Justice and _____, the State hereby exercises its option to initiate Phase _____ for the term beginning _____ and ending on _____ at the _____ specified in Section _____ .

e. The amount of the current Fiscal Year contract value is _____ by _____ to a new contract value of _____ as consideration for _____ ordered under the contract for the current fiscal year _____. The first sentence in Section _____ is hereby modified accordingly. The total contract value including all previous amendments, option letters, etc. is _____ .

3) EFFECTIVE DATE. The effective date of this Option Letter is upon approval of the State Controller or _____, whichever is later.

STATE OF COLORADO

John W. Hickenlooper, GOVERNOR
Department of Public Safety, Division of Criminal Justice

By: _____ Date: _____
Jeanne M. Smith, Director

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

By: _____ Date: _____
Department of Public Safety, Cindy Fredriksen, MBA, Procurement Director

EXHIBIT D – SAMPLE GRANT FUNDING CHANGE LETTER

STATE OF COLORADO
Department of Public Safety, Division of Criminal Justice
GRANT FUNDING CHANGE LETTER

Date	Original Contract CMS #	Grant Funding Change Letter #	CMS Routing #

TO: _____

In accordance with Section _____ of the Original Contract between the State of Colorado, Department of Public Safety, Division of Criminal Justice, and _____ beginning _____ and ending on _____, the undersigned commits the following funds to the Grant:

The amount of grant funds available and specified in Section _____ is increased/decreased by _____ to a new total funds available of _____ for the following reason:

_____

Section _____ is hereby modified accordingly.

This Grant Funding Letter does not constitute an order for services under this Grant.

The effective date of hereof is upon approval of the State Controller or _____, whichever is later.

STATE OF COLORADO

John W. Hickenlooper, GOVERNOR
Department of Public Safety, Division of Criminal Justice

By: _____ Date: _____
Jeanne M. Smith, Director

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

By: _____ Date: _____
Department of Public Safety, Cindy Fredriksen, MBA, Procurement Director

EXHIBIT E – SAMPLE CONTRACT AMENDMENT

STATE OF COLORADO
Department of Public Safety, Division of Criminal Justice
CONTRACT AMENDMENT

Amendment #	Original Contract CMS #	Amendment CMS #

1) PARTIES

This Amendment to the above-referenced Original Contract (hereinafter called the Contract) is entered into by and between _____(hereinafter called "Contractor"), and the STATE OF COLORADO acting by and through the Department of Public Safety, Division of Criminal Justice (hereinafter called the "State").

2) EFFECTIVE DATE AND ENFORCEABILITY

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

3) FACTUAL RECITALS

The Parties entered into the Contract for/to:

_____

4) CONSIDERATION - COLORADO SPECIAL PROVISIONS

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment. The Parties agree to replacing the Colorado Special Provisions with the most recent version (if such have been updated since the Contract and any modification thereto were effective) as part consideration for this Amendment. If applicable, such Special Provisions are attached hereto and incorporated by reference herein as:

_____

5) LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

6) MODIFICATIONS

The Contract and all prior amendments thereto, if any, are modified as follows:

_____

7) START DATE

This Amendment shall take effect on the later of its Effective Date or _____.

8) ORDER OF PRECEDENCE

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The most recent version of the Special Provisions incorporated into the Contract or any amendment shall always control other provisions in the Contract or any amendments.

9) AVAILABLE FUNDS

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

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

CONTRACTOR

Agency or Organization: _____
By: _____, _____
Signature: _____ Date: _____

STATE OF COLORADO

John W. Hickenlooper, GOVERNOR
Department of Public Safety, Division of Criminal Justice

By: _____ Date: _____
Jeanne M. Smith, Director

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

By: _____ Date: _____
Department of Public Safety, Cindy Fredriksen, MBA, Procurement Director